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Master Contract



between the
Avon Lake City School District

and the
Avon Lake Education Association

July 1, 2015 to June 30, 2018

Approved March 31, 2015
Printed July 2015

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Master Contract

This Master Contract entered into in Avon Lake, Ohio, this first day of July 2015, between the Board of Education of the Avon Lake City School District (hereinafter referred to as the "Board") and the Avon Lake Education Association (hereinafter referred to as the "Association") as follows:

ARTICLE 1

Recognition

The Board recognizes the Avon Lake Education Association as the exclusive bargaining representative for the members of the bargaining unit, hereafter "teacher" or "teachers", consisting of all full-time and regularly employed part-time certificated personnel, including tutors and long-term substitute teachers. Excluded from the bargaining unit are all non-certificated employees, the superintendent, assistant superintendent, director of facilities and personnel, school psychologist, director of athletics, director of technology, principals and assistant principals. Also excluded are other supervisory positions, provided that such positions satisfy the definition of "supervisor", "professional employee", "confidential employee", or "management level employee" as set forth in Revised Code 4117.01.

ARTICLE 2

Negotiation Procedures

A. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party by March 15 of the year in which this Master Contract expires. The parties shall hold their first negotiation session by April 1. The Association and the Board will follow the negotiations and impasse procedures identified in this Master Contract in place of procedures alternatively provided in ORC 4117.14 and related sections.

B. Each negotiation team shall consist of no more than seven (7) persons. In addition, each team may utilize one (1) consultant at the table.

C. All items for negotiations shall be submitted at the first meeting. No additional items shall be added unless by mutual consent of the representatives of the

Board and the representatives of the Association. Copies of items submitted at the first meeting may be made available to the public.

D. Proposals shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation which, if agreed to by the other party, shall express the whole agreement between the parties with respect thereto.

E. After tentative agreement has been reached on the entire Master Contract, said Master Contract shall be reduced to writing and submitted to the Association for ratification. The Association team shall recommend and urge approval of its membership. If ratified by the Association, the tentative agreement shall be submitted to the Board for its adoption. The Board team shall recommend and urge approval of the Board.

F. If on May 15, or a date mutually agreed upon, tentative agreement on all items is not reached, both parties shall use the services of the Federal Mediation and Conciliation Service (FMCS).

G. In the event the parties are unable to reach agreement by June 30, or a date mutually agreed upon, the terms of this Master Contract and the disagreement provisions shall be deemed exhausted.

H. No reprisals shall be taken by or against any participant in the negotiations procedure by reason of such participation.

ARTICLE 3

Grievance Procedure

- A. (1) A "grievance" is defined as an alleged violation of a specific article or section of this Master Contract.
- (2) "Grievant" is defined as a teacher, group of teachers or the Association. In the event the Association presents a grievance on behalf of one or more teachers, all teachers allegedly involved shall be identified on the written grievance. In no event may the Association present a grievance on behalf of an individual member of the bargaining unit who does not consent to same. Failure of the individual member to consent to the filing of a grievance shall have no precedential effect.

B. Teachers shall first discuss their grievances with the proper member or members of the administrative staff, with full assurance that such discussion shall in no way prejudice their status with the school system, in an attempt to resolve the problem informally.

C. The teacher has the option of inviting a colleague to accompany him/her at the time he/she discusses the grievance with an administrator at level 1. The teacher may be represented by an Association representative at levels 2, 3, and 4. The administrator has the option of inviting a colleague to be present when the grievance is discussed at level 1. In the event the teacher intends to exercise the option of bringing an Association representative at such levels, he/she will advise the administrator conducting the hearing at levels 2 and 3, of the identity of the Association representative in advance of the hearing. The administrator at levels 2 and 3 may have an outside representative present at the grievance meeting.

D. If the grievance cannot be resolved through informal meetings, the grievant shall follow the steps below to affect a satisfactory solution to a grievance.

E. No grievance shall be recognized by the Board or its designees unless it was presented at the appropriate initial level within fifteen (15) school days after the alleged grievance occurred. If not so presented, the grievance shall be considered waived.

F. The Association president shall receive a copy of all grievances, responses and all appeals to higher levels of the procedure from the responsible administrator. Settlement of a grievance at any step of this procedure shall be final and binding upon the Board, Administration, grievant and Association if involved as a representative of the grievant or as a grievant.

G. Level One

- (1) The teacher shall obtain and complete a grievance form and forward to the building principal.
- (2) The Principal will meet with the grievant within seven (7) calendar days of being requested to meet.
- (3) The Principal will render his decision to the grievant in writing within seven (7) calendar days after meeting with the grievant.

H. Level Two

- (1) In the event the grievance is not satisfactorily resolved at Level One, grievant shall obtain and complete a grievance form and forward to the superintendent within seven (7) school days of receipt of the decision of the principal. If the grievance is initiated at Level 2 (see paragraph K-5), then the grievance shall be filed with the Superintendent within fifteen (15) school days after the alleged grievance occurred.
- (2) The superintendent or his/her designee will meet with the grievant within seven (7) calendar days of being requested to meet.
- (3) The superintendent or his/her designee will render a decision to the grievant in writing within seven (7) calendar days after meeting with the grievant.

I. Level Three

- (1) In the event a grievance is not satisfactorily resolved at Level Two, the grievant may file with the Superintendent a letter setting forth the nature of his/her grievance and his/her basis for appeal from the decision of the Superintendent. Such application must be made within seven (7) school days of the date that the Superintendent rendered his/her decision.
- (2) If the grievance has not been satisfactorily resolved at the Superintendent's level, the grievant may, within five (5) working days, request mediation. The parties thereafter submit a joint request to the Federal Mediation and Conciliation Service for the appointment of a mediator. Every effort will be made to complete grievance mediation within thirty (30) days of submission of this request.
- (3) The grievance mediation process shall be informal. Rules of evidence shall not apply, and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.

- (4) At the request of both parties, the mediator shall issue a recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in the case.
- (5) The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.
- (6) If the grievance is not resolved and is subsequently moved to arbitration, such proceedings shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.
- (7) All grievance mediation proceedings shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service governing such grievance mediation process.

J. Level Four

- (1) In the event the grievant is not satisfied with the disposition of the grievance by mediation, the grievant may refer the grievance to arbitration by filing written notice of such referral with the Superintendent not later than five (5) calendar days from the date of mediation.
- (2) Within seven (7) calendar days after receipt of notice of appeal to Level Four, the grievant, or his designee, and the Superintendent, or his designee, shall petition the Federal Mediation and Conciliation Service to provide both parties with a list of seven (7) names from which an arbitrator can be selected by the alternate strike method. A second list of seven (7) names may be requested by either party. A toss of the coin shall determine who strikes first.
- (3) The arbitration proceedings shall be governed by the rules and regulations of the Federal Mediation and Conciliation Service.
- (4) The arbitrator shall hold the necessary hearing and issue a decision within such time as may be agreed upon. The decision shall be in writing and a copy shall be sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the grievant, the Association and the Board.

- (5) The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Master Contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.
- (6) Except as expressly limited by this Master Contract, the arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law. The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of this Master Contract or contrary to law. In prescribing relief, the arbitrator may not usurp the legal authority vested by statute in the Board or the Superintendent. The arbitrator shall rule on any question pertaining to whether he/she has the legal or contractual authority to grant the relief sought if requested to do so by either party.
- (7) The arbitrator's fees and expenses, and the cost of any hearing room, shall be borne by the losing side of the arbitration. The arbitrator will be requested to specify who is the loser.

K. General Conditions

- (1) In the event the Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for any expense incurred thereafter in such proceeding.
- (2) The Association shall be entitled to copies of all notices and written dispositions pertaining to a grievance.
- (3) The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any files used in the transfer, assignment or promotion process. No reprisal of any kind shall be

taken by or against any participant in the grievance procedure by reason of such participation.

- (4) Hearing held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the school day, unless the parties otherwise agree.
- (5) If a grievance affects a group of teachers in more than one building, or if it arises from the actions of an authority higher than the principal, it may be initially submitted at Level Two.
- (6) Nothing contained in this procedure shall be construed as limiting the individual right of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication. If requested, a colleague will be present.

L. Time Limitations

- (1) The time limitations set forth in the grievance procedure are considered to be maximum. The time limitations may be extended, however, by written mutual agreement of a representative of the Board and of the grievant.
- (2) If a decision on a grievance is not appealed within the time limits specified in any step of the grievance procedure, the grievance will be deemed settled on the basis of the disposition in the prior step and further appeal shall be barred.
- (3) Failure at any step of the grievance procedure to communicate the disposition of a grievance within the specified time limits shall permit the grievance to proceed to the next step.

ARTICLE 4

Association Rights

A. The building representatives of the Association in each individual school shall have the use of a bulletin board in the faculty lounge to post Association business.

B. The Association shall have the right to use school equipment. The cost of printing and utilizing specialized equipment shall be the same as that charged to other groups.

C. The Association shall have the right to use school buildings provided the following procedure is utilized. Clearance for the use of school buildings between the hours of 7:00 a.m. and 6:00 p.m. for Association business shall be obtained from the building principal. If such meeting is a system-wide meeting, clearance shall also be obtained from the business office. Clearance for the use of school buildings at other times shall be obtained from the business office. All requests should be submitted at least two weeks in advance prior to the date when the facility is needed if practicable. The Association shall pay the additional cost, if any, in connection with the use of the facility.

D. The Association shall be permitted use of the Board's regular mail pickup and delivery system.

E. The Association shall have the right to use its members' school mailboxes for Association business. The building principal may request and shall receive, in a reasonable time following the request, a copy of any communication distributed in mailboxes to the entire membership of the Association.

F. The Association president shall receive, in a reasonable time following the request, a copy of:

- (1) Minutes of Board meetings and all addenda to minutes shall be provided to the Association President within five (5) calendar days after said minutes and addenda are approved by the Board;
- (2) Appropriate Financial Reports as requested by the Association to obtain an OEA general fund analysis.
- (3) Monthly personnel updates including change in assignments, leave of absences, new hires and resignations.
- (4) By October 1 of each year, the Administration will provide the Association president with the actual previous experience and the Avon Lake credited salary schedule placement of all new hires. [See Article 27(B)(5)].

The first copy of such documents will be provided without charge. Additional copies will be provided upon payment of 10 cents per page copying charge.

G. Fair Share Fee

- (1) The Board will deduct from the pay of each bargaining unit employee who authorizes the payment of Association dues in accordance with Article 12 (C).
- (2) The Association recognizes its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of the Association. The Association will provide a list of names to the Board's Treasurer of its members by October 15 of each school year and the amount of unified dues. The Treasurer will deduct the fair share fee from the paychecks of bargaining unit members who elect not to join the Association, in an amount designated in writing by the Association. The fair share fee shall be equal for all nonmembers and shall not exceed dues paid by members.
- (3) It shall be the sole responsibility of the Association to provide an internal procedure to determine a rebate, if any, for nonmembers which conforms to federal law and provisions of Section 4117.09(C) of the Ohio Revised Code.
- (4) The fair share fee provided for by this Section shall be collected from all members of the bargaining unit who are not members of the Association. It shall not be collected from any other employee. No member of the bargaining unit is required by this Agreement to become a member of the Association.
- (5) Any person who objects to paying the fair share fee because of religious beliefs shall be exempt from paying any fair share fees or union dues, as provided by Revised Code Section 4117.09(C).
- (6) The fair share fee provided for by this Section shall be deducted from the pay of each employee required to pay it in accordance with Article 12 (C). The fair share fee shall be levied in equal installments for a total of ten (10) pay periods commencing no earlier than February 1 of each school year, provided that the Association provides the Treasurer with at least thirty (30) days notice of the total amount of fair share fee to be deducted for that school year.
- (7) The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of fair share fees

or dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, to provide a full legal defense for and at no cost to the Board in any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in any such suit, claim or administrative proceeding, including court costs. The Association shall designate counsel. The Board agrees to cooperate with the Association and its counsel in the defense of any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of fair share fees.

For purposes of this provision only, the term "Board" includes the Board of Education of the Avon Lake City School District, its individual members, officers, agents and employees, and specifically includes the Superintendent, other administrators, the Treasurer and members of the District office staff.

H. The Board shall place a copy of the Avon Lake City School District Policy Manual on the District's website.

I. The Board shall provide each teacher a copy of the current job description by including same in the teacher handbook distributed at the beginning of the school year.

J. **Released Time for ALEA Officers**

(1) There may be times where any or all ALEA officers may need to conduct official ALEA business during the school day. It is understood that ALEA business will not interfere with instructional time whenever possible and that it is the teacher's responsibility to complete all job responsibilities.

(2) The building principal shall make every effort to develop the president's schedule so that he/she will not be assigned a supervisory duty for one period (45 minutes) per week. The building principal(s) shall make every effort to develop the president's and vice president's schedule so that their preparation and planning time is at the end of the school day in order to facilitate meetings.

(3) When such released time requires the employment of other personnel, the ALEA will bear the cost (salary and benefits) of such employment.

ARTICLE 5

Board of Education Rights

The Board hereby retains and reserves all powers, rights, authority, duties and responsibilities management as set forth in ORC §4117.08, and such rights are expressly incorporated herein by reference. The above powers shall be limited only by the specific and express terms of this Master Contract.

ARTICLE 6

Sick and Bereavement Leave

A. Sick leave shall be provided to each teacher in accordance with state law. A beginning teacher shall be advanced five (5) days of immediate sick leave credit which will be charged against the first four months of his/her accumulation of sick leave. Sick leave shall be accumulated at the rate of one and one-fourth (1-1/4) days per month and used in ¼ day increments. Unused sick leave accumulation shall be unlimited.

B. Part-time teachers shall be entitled to sick leave for the time actually worked at the same rate granted like full-time teachers.

C. Each teacher shall provide electronic notification prescribed by the Board to justify the use of sick leave.

D. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the teacher's immediate family. Also see item J, Bereavement Leave. "Immediate family" means father, mother, brother, sister, husband, wife, child, grandchild, mother-in-law, father-in-law, or any other member of the family or household who has clearly stood in the same relationship with the teacher as any of the foregoing. For the purpose of bereavement, immediate family shall also include grandparents, grandchildren, step-parents, step-children, foster children, domestic partners, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle or aunt. Additions to the above list may be approved by the Superintendent or his/her designee. Nothing herein shall be construed to provide extended leave for chronic illness within the immediate family.

E. A teacher who transfers from any other Ohio public school district to the Avon Lake School District shall be credited with the unused balance of his/her accumulated sick leave which he or she was legally entitled to in the previous school district.

F. In the case of a member's pregnancy, sick leave shall be limited to a period of 30 work days (day 1 of the maternity leave is the day after the birth of the baby), unless the member provides a statement from her doctor justifying an extension of the sick leave. In the event of use of paternity leave (sick leave) due to pregnancy of a spouse or adoption of a child, sick leave shall be limited to a period of ten (10) school days (the ten days must be used within one (1) year of the birth of the child) unless the member provides a statement from the spouse's doctor justifying an extension of the sick leave. In the event of sick leave used for birth or serious illness of a grandchild, sick leave shall be limited to a period of five (5) days. (The 5 days must be used within one (1) year of the birth of the child.)

G. Teachers shall receive notification of accumulated sick leave with every paycheck.

H. **Sick Leave Bank**

- (1) Donated sick leave days in the sick leave bank may only be credited to a teacher who has, or is about to exhaust all of the teacher's accumulated sick leave due to an illness or injury of the teacher.
- (2) Donated sick leave days may only be used for personal illness of the member.
- (3) No member may use donated sick leave days to defer eligibility for disability retirement under STRS regulations, to claim severance pay, or to transfer to any other public employer.
- (4) No member may use more than thirty (30) donated sick leave days in a twelve (12) month period.
- (5) The following procedures have been established for the sick leave bank:
 - a. Sick leave days will be donated at the beginning of each school year. Forms will be distributed with the window period beginning September 1 and ending September 30. (*Sick Leave Bank Donation Form*)
 - b. Once an ALEA member contributes day(s) to the sick leave bank, those days are no longer available for use by the contributing teacher.

- c. If during any school year the sick leave bank is or will be depleted, regardless of the contribution window set forth in paragraph "a", the bank will be reopened for contributions. Such reopening will be limited to a period of thirty (30) calendar days.
- d. An ALEA member may apply for sick leave bank days for reason of personal catastrophic illness or injury. *(Application To Use Sick Leave Bank Form)*
- e. The ALEA President and Superintendent will appoint two ALEA members and one administrator from the Health Care Committee (HCC) to review said applications and determine eligibility.
- f. Those donating to the sick leave bank will receive a letter of acknowledgement in appreciation for their donation.

(6) Sick leave bank forms are included in the Forms section of the Master Contract.

- I. Any teacher who does not use any sick days during the school year will receive an annual cash incentive of \$300.00. A teacher who uses one or two sick days will receive \$200.00 and a teacher who uses three sick days will receive \$100.00. This cash incentive will be included with the July 31 paycheck.
- J. Bereavement leave shall be provided to each teacher. Bereavement leave is to be used in the case of a death in the immediate family and will not be deducted from the teacher's sick leave balance and will not affect any Leave Incentives.
 - (1) Three (3) days will be granted for parents, spouse or child – this will include in-laws and step
 - (2) One (1) day will be granted for all others included in Article 6, D

ARTICLE 7

Leaves of Absence

All leaves of absence will be in accordance with the Family Medical Leave Act (FMLA) as referenced in the Avon Lake Board of Education policy handbook.

A. Eligibility

- (1) Leaves of absence may be granted where illness, disability or military service is not the reason for the request, when there are compelling personal or educational reasons for granting such request. A request for leave of absence shall be considered on the basis of the requirements of the School District's educational program, the District's operational requirements, the applicant's performance record, the length of the applicant's service (must have completed two (2) or more years) and the reason for leave. Utilization of sick leave shall not be considered in determining whether to grant or deny a request. Leaves of absence shall not be granted for recreational or vacation purposes, or for the purposes of seeking or taking other employment or entering into self-employment.
- (2) For the purpose of this Article, "uninterrupted years of service" shall be calculated from the date of the application for the leave and does not include any time spent on an unpaid leave of absence.

B. Application

- (1) All applicants shall submit a written request to the superintendent at least two months prior to the starting date of the requested leave setting forth the reasons for the leave and the requested duration. The length of the leave shall not extend beyond the last day of the school year to which the leave is granted. The Superintendent shall set a reasonable date by which a teacher on leave must indicate his/her intention to return to duty. If such teacher fails to notify the Superintendent by the designated date or by April 1, if no date has been designated, the teacher shall be deemed to have resigned his/her employment. If a teacher's leave of absence extends beyond April 30, the Board is not obligated to reemploy such person on limited contract if notice of nonrenewal is given on or before April 30th.

- (2) The Board may investigate the reasons for the leave request at any time. Falsification of a leave request is grounds for suspension or termination of contract.

C. Fringe Benefits

- (1) If a leave is granted and the benefit carrier permits, the teacher at his/her expense may continue group term life, hospitalization and major medical coverage, unless the Board in the sole exercise of its discretion elects to pay for all or part of such coverage. Failure of the teacher to forward premium payments at stipulated times shall terminate this benefit.
- (2) In the event of a leave of absence granted as the result of the serious health condition of the teacher, spouse, child or parent of the teacher, the teacher shall be eligible for continuation, at Board expense, on the group hospitalization and major medical coverages provided under this Agreement. Board payment toward the cost of such insurance coverages shall be at the level established under Article 25. Continuation at Board expense of health insurance coverages during any period of unpaid leave of absence for any reason shall be for a period not to exceed a total of twelve (12) weeks in any school year.
- (3) In the event a teacher has taken paid sick leave for any of the circumstances for which she/he applies for and receives an unpaid leave of absence, the period of paid sick leave shall be deducted from the twelve (12) week period for continuation at Board expense, of health benefits during the otherwise unpaid leave of absence.
- (4) If a teacher elects not to return to work following an unpaid leave of absence during which he/she has continued, at Board expense, on the health benefit programs provided under Article 25 and should the employee's reason for not returning to work be other than the continuation, recurrence or onset of the health condition that gave rise to the leave, the teacher shall reimburse the Board for the health insurance premiums paid by the Board during the twelve (12) week period described above.

D. Return to Service

- (1) The Board will not be obligated to return a teacher to active status prior to the expiration date of his/her leave of absence. Upon the teacher's return to service, he/she shall resume the contract status which was held prior to the leave and shall be given a position for which he/she is certificated or otherwise qualified. A teacher who fails to report to work on the first work day following the expiration date of his/her leave of absence or who is otherwise absent without having been granted an approved paid or unpaid leave shall be deemed to have resigned his/her employment. Time spent on a leave of absence shall not be counted toward seniority or placement on the salary schedule or in any other computation of the teacher's service.

E. Parental Leave of Absence

- (1) A teacher who is about to become the parent of an infant child or who is the parent of an infant under one year of age or who is about to adopt a minor child shall be granted upon request a parental leave of absence without pay or benefits upon compliance with the conditions set forth below.
 - (a) The parental leave of absence shall be for the balance of the school year in which delivery is expected or the leave is granted or de facto custody of a child being adopted is received (or prior to receiving such custody, if necessary to fulfill the requirements of adoption), except that an extension of one school year may be granted if delivery or custody is expected after March 1 and such extension is requested by the teacher no later than April 1 preceding the year for which such extended year is requested. Leaves for one semester will be considered.
 - (b) At least 45 days in advance of the beginning of the requested date of the parental leave, the teacher shall file a written leave of absence request with the Superintendent. This request shall include:
 - (1) A statement regarding the expected or actual date of delivery, or in the case of adoption, the expected date of receipt of custody.
 - (2) Date on which leave is requested to begin.

- (3) Date of return to service.
- (c) With the recommendation of the Superintendent, parental leaves may be extended by the Board for one additional school year upon the request of the employee to the Superintendent for extension, which request must be made not later than April 1 preceding the year for which such extended leave is requested, (i.e., March or later birth – the balance of that year plus the following year plus the following year; September through February birth – the balance of that year plus the following year).
- (d) Subsequent to receipt of custody of the minor child or termination of pregnancy, application for reinstatement may be made by the teacher at any time during the school year and the employee may be reinstated no later than the beginning of the next succeeding school year.
- (e) Upon return from an approved parental leave, the teacher shall be entitled to reinstatement in a similar position, if such position is available, with the same contractual status as the teacher held prior to the leave. If, however, a similar position is not available, the teacher will be assigned to any other position for which the teacher is certified.
- (f) A parental leave of absence shall not exempt the teacher from decisions regarding contractual renewals and reductions in force.
- (g) (1) When the group insurance policy permits, a teacher on parental leave may continue to participate in such benefits by advance payment, on a monthly basis, of the total premium for such benefits.
- (2) Subject to the limitation below, during the first twelve (12) weeks of any parental leave of absence, the teacher's participation in the medical insurance coverages provided in Article 25 of this Agreement shall be continued at the level of Board contribution as there provided. The provision, at Board expense, of such continued coverage shall

be only for the first twelve (12) consecutive weeks of any parental leave of absence. Provision of such coverage at Board expense shall not exceed twelve (12) weeks during any school year. In the event a teacher has taken paid sick leave in connection with the birth of a child, the period of paid sick leave shall be deducted from the twelve (12) week period for continuation, at Board expense, of health benefits during the otherwise unpaid parental leave of absence. A teacher will be eligible for a subsequent twelve (12) week period only upon her/his return to active service and completion of one full school year of active service.

- (h) Because the teacher is on parental leave, he/she will not be denied the opportunity to be considered for substitute duty in the schools.
- (i) A teacher on parental leave of absence should notify the superintendent or his designee as soon as possible about plans for returning (or not returning) from the leave. If the teacher fails to notify the Superintendent by April 1 of his/her intent to return for the following school year, the teacher shall be deemed to have resigned his/her employment.

ARTICLE 8

Adoption Leave

A. A teacher who legally adopts a minor child is entitled to a leave of absence without pay or paid benefits. The provisions of Article 7, Leaves of Absence, are applicable to such a leave and the teacher shall comply with the specific requirements set forth therein.

B. During the first twelve (12) weeks of any adoption leave, the teacher shall be entitled to continued participation, at Board expense, in the health insurance benefit programs established by Article 25 of this Agreement. Eligibility for continuation, at Board expense, in the health insurance programs shall be established in accordance with the provisions of Article 7(E)(1)(g)(2) above.

ARTICLE 9

Personal Leave

A teacher may be granted three (3) personal days leave of absence with pay in any one school year, to be used and accounted for in ¼ day increments, under the following provisions.

A. Personal leave will only be used to address business or other activity which cannot be conducted outside of school hours or via telephone or written communication.

B. A maximum of three (3) days of personal leave per year will be granted without requiring the teacher to provide any specific reason, unless the day is sought to be used on the day of dismissal for any holiday or scheduled day off. Requests will be made via email to and approved by the Superintendent. In such event, the teacher will be required to provide a specific reason for the use of the personal leave.

C. Each teacher shall provide electronic notification prescribed by the Board to request the use of personal leave.

D. Personal leave with or without pay will be limited to three (3) days per school year; however, if unusual circumstances exist, the superintendent or his designee may grant additional days of leave without pay. Personal leave shall not be cumulative from year to year.

Under special circumstances, the Superintendent may grant the conversion of two (2) sick days to personal leave for any reason he/she or his/her designee deems appropriate. The Superintendent's decision is final and not subject to the grievance procedure. When asking for the conversion of these sick days, the teacher must be willing to share their reason/reasons, and what the additional days will be used for.

E. Unless specific approval from the central office is provided, not more than 5% of the teaching staff of the District may be absent on a personal leave day which does not require providing a specific reason on any one school day.

F. Falsification or improper use of person leave will be grounds to initiate the procedures included in Article 31.

G. Any teacher who does not use all three personal leave days during the school year shall be allowed to convert 1 or 2 days of personal leave into sick leave. A teacher who has not used any personal days may choose to convert 2 days into sick leave or to receive a \$125 incentive. Teachers must notify the business office by May 1

if they choose the conversion to sick leave incentive, otherwise, the cash incentive will be included with the July 31 paycheck.

H. Any teacher who uses one (1) or more personal leave days for observance of religious holidays may take up to two (2) additional personal days for other personal reasons. Such added days will not affect any Leave Incentives.

I. Tutors will receive 3 personal days predicated on their contracted daily work hours. If the tutor does not use any personal days he or she will receive a stipend of \$50.00 payable with the July 31 paycheck.

ARTICLE 10

Assault Leave

A. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when such teacher charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.

B. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault which is clearly unprovoked, and (2) files criminal charges against his/her assailant as soon as he or she is physically able. Said leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. Said teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of forty (40) working days.

C. A teacher shall be granted assault leave according to the following rules:

- (1) The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the board premises or at a board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event.
- (2) Upon notice to the principal or immediate supervisor that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate superior.

- (3) To qualify for assault leave the teacher shall furnish a certificate from a licensed physician, stating the nature of the disability and its likely duration, if requested by the superintendent. The superintendent may require a licensed physician's statement justifying the continuation of the leave.
- (4) A teacher shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the superintendent.
- (5) Teachers shall not be permitted to accrue assault leave.
- (6) Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault.
- (7) Payment under this Article shall constitute the teacher's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Workers' Compensation) of the Ohio Revised Code.

ARTICLE 11

Jury Duty

A teacher summoned to jury duty shall be paid the difference between his/her regular daily compensation and the remuneration received for service as a juror.

ARTICLE 12

Payroll Deduction

A. Any payroll deduction change must be authorized by the teacher. Any changes in payroll deductions other than changes related to federal and state taxes will be made by the treasurer's office on October 1, December 1, February 1, or April 1. Changes in Federal and State tax deductions may be requested anytime.

B. Income tax and retirement shall be deducted from all salaries on a regular basis within the established policy. The following deductions are available at the request of the teacher: professional dues, tax sheltered annuities, credit union, United Way, political contributions, school levy contributions, Avon Lake City School Foundation contributions, flexible spending deductions and medical insurance.

C. Professional Organizations

- (1) Authorization for Association dues must be submitted in writing to the District Treasurer. Once submitted, such authorization shall be deemed continuing, provided that such authorization may be revoked by submitting a written revocation to the District Treasurer during the period September 1 to September 10.
- (2) The authorized deduction of dues shall be levied in equal installments for a total of twelve (12) pay periods commencing no later than November 15th, provided that the above information is presented to the District Treasurer no later than October 31st. Professional dues deductions authorized after October 31st shall be levied in a manner mutually agreed upon by the teacher, the ALEA Treasurer and the District Treasurer.
- (3) Deducted membership dues shall be remitted semimonthly to the Treasurer of the Association.
- (4) The Board will make information available to the Association which is necessary to the Association's record keeping of the membership's professional dues. Any costs involved in gathering such data will be paid for by the Association.
- (5) Participation or nonparticipation in professional organizations is not a condition of employment.

ARTICLE 13

Compensation Procedure

A. The Board will pay members of the bargaining unit in 24 equal pays. Members will receive compensation via direct deposit of their net payroll amount made to the bank which acts as the depository of the Board's payroll funds. All newly hired employees will have direct deposit of their net payroll amount made to the bank which acts as the depository of the Board's payroll funds. Payroll information will be provided to all employees.

Distribution of payroll and direct deposit shall be on the fifteenth and last day of the month (September 15 through August 31). Should the payday occur on a Saturday, Sunday or a bank holiday, teachers will receive their pay on the previous banking day; direct deposit shall be accomplished on the same day.

B. A teacher who is resigning upon completion of the contract, or who is nonrenewed for the next school year, or who is subject to a reduction in force under Article 18, may receive the balance of his/her annual compensation at the close of the school year.

Health Insurance benefits shall be in accordance with Article 25, Section C – General Provisions, Part 6, and the continuation of coverage provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 and subsequent revisions.

C. A teacher may request the balance of his/her annual compensation at the close of the school year. Such requests will be granted when an emergency is shown to exist and the necessary funds are available. Requests must be submitted to the treasurer prior to May 1st.

D. Teachers shall receive notification of accumulated sick leave with every paycheck.

ARTICLE 14

Tax Sheltered Annuities

A. A teacher may authorize a salary deduction for a personal tax shelter annuity. The office of the Treasurer will electronically submit financial transfer to the third party administrator for 403(b) and 457 contributions per the contract with the administrator. Only those annuity providers who sign the indemnification agreement as prepared by the Board will be entitled to receive tax-sheltered annuity contributions. A list of 403 (b) and 457 providers is available in the District Business Office.

B. Upon receiving a signed contract or signed change in contract from an employee, the treasurer is authorized to make payroll deductions when the following criteria are met:

- (1) Salary modification agreements shall be uniform for all companies, shall be in the format prepared by the treasurer, and shall provide for uniform monthly reductions of salaries.
- (2) A payroll deduction change must be authorized by the employee. The treasurer's office will make changes in deductions on January 1, March 1, May 1, July 1, September 1, and November 1. A company must present an application of a salary modification agreement to the treasurer's office before any deduction shall be made.

- C. No solicitation shall occur during the teacher workday.

ARTICLE 15

Individual Contracts

Each teacher shall be issued a written contract or salary notice, as may be appropriate, in accordance with the Ohio Revised Code. Each continuing or limited contract will indicate the annual salary to be paid on the first year of the contract.

ARTICLE 16

Personnel Files

In accordance with Chapter 1347 of the Ohio Revised Code, each teacher will have the opportunity, upon request, to review the contents of his/her personnel file by scheduling a meeting with the Superintendent/designee. The teacher may be accompanied by an individual of his/her choice.

A. The State Department of Education requires that certain personnel records be kept up-to-date and on file for reference at all times. These and other personnel records are filed in the personnel file in the office of the Superintendent.

B. Except as provided in Article 43, each teacher shall be informed within five (5) school days, absent any extenuating circumstances, of any complaint which is directed toward him/her which will become a matter of record. This provision does not apply to complaints of alleged child abuse or criminal conduct which have been reported to governmental authorities for investigation.

C. Letters or material which do not identify the author shall not be placed in a teacher's file nor shall such materials be made a matter of record.

D. A teacher shall be entitled to a copy, at his/her expense, of any material in his/her file, except pre-employment references (A8 of this Article).

E. When a principal or other administrator finds it necessary to make a notation in a teacher's file which reflects adversely upon the teacher's conduct, service, character or personality, he/she shall immediately afford the teacher an opportunity to read such notification. The teacher shall acknowledge that he/she has read such notation by affixing his/her signature on the actual document filed, with the understanding that such signature does not indicate his/her agreement with the contents. The teacher shall also have the right to answer such notation, and his/her

answer shall be attached to the file copy. Refusal to sign shall be documented by a third party and shall not prevent inclusion of the document in the file.

F. Teachers shall be guaranteed the right to examine and review their personnel and/or other separate files applicable to them in the presence of the Superintendent or his/her designee. Any notations mutually found to be irrelevant, unfounded or unjustly damaging shall be removed upon request of the affected teacher to the extent permitted and consistent with state law.

G. A teacher may request the Superintendent to remove any critical derogatory and/or disciplinary material (other than child abuse charges) which have not recurred within a five (5) year period. Such request may not be denied without reasons.

ARTICLE 17

Teacher Assignments and Transfers

The assignment or transfer of staff members shall be based primarily on the needs of the students and the instructional program. It is recognized that staff member satisfaction with assignments may be expected to have a significant impact on morale and effectiveness of the total program. Therefore, staff members will be assigned on the basis of a collective analysis of voluntary requests, certification/licensure, specific needs of the position, qualifications and seniority.

A. Each teacher shall be notified of his/her tentative assignment for the succeeding school year on or before the last Friday in May of the preceding year. Each teacher shall subsequently be notified of any change in his/her tentative teaching assignment.

B. For the purpose of this Article the following definitions apply:

- (1) Assignment – denoted initial teaching area and/or subject and/or grade level.
- (2) Vacancies shall be defined as newly created certificated positions, which did not exist during the previous school year, or a position which comes into existence as a result of expanded curriculum, increased student services, increased enrollment, or redistribution of staff.
- (3) An involuntary transfer shall be defined as an administrative initiated reassignment of an employee.

- (4) A voluntary transfer shall be defined as a staff member initiated reassignment.
- (5) Grade level/department seniority shall be defined as the current, continuous employment in a grade level/department in a specific building within the district.
- (6) District Seniority shall be defined as outlined in Article 18, section E, paragraph 2.
- (7) Qualifications shall be defined as a bargaining unit member's training and/or specialized experience.

C. Process for Filling Vacancies

- (1) Vacancies which occur during the normal school year shall be posted in each building, in the Board office, and a copy of the posting shall be sent to the President of the Association. All vacancy postings will be sent via email to all current bargaining unit members. Teachers are encouraged to apply for vacancies.
- (2) During the summer, postings of all vacant teaching, administrative, and/or supplemental positions shall be posted in the Board office and a copy of the posting notice will be sent electronically to all members of the bargaining unit. A copy of the posting notice and a list of teachers indicating an interest in the posted positions shall be sent to the President of the Association.

The notice shall be posted at least seven (7) calendar days before the Board acts to fill the vacancy.

- (3) Each posting will specify:
 - a. Grade level and/or subject area
 - b. Any salary variation, and
 - c. Building
- (4) Teachers may submit a letter of application for any posted vacancy to the Superintendent within seven (7) calendar days of the posting. The "Statement of Teacher Intention" form is not a written letter of application.
- (5) The President of the Association shall, upon request, receive a copy of all "Statement of Teacher Intention" forms.

- (6) Subject to the provisions of the RIF procedure, teachers shall have the opportunity to apply for (a) full time certificated positions which will be filled and which are vacated through retirement, resignation, termination or nonrenewal and/or (b) newly created positions.
- (7) Building level administrators shall have the right to fill any vacancies within their buildings with current bargaining unit members who are currently assigned to their buildings. These assignments may be made without posting the positions to the general membership, providing the member who is being assigned has agreed to the voluntary transfer. Any vacancies occurring after the building level transfers have occurred will be posted.
- (8) All vacancies shall first be posted internally. All current bargaining unit members who submit a letter of application will be verbally screened or interviewed for the vacant position. Vacancies shall be filled on the basis of a collective analysis of voluntary request, certification/licensure, and specific needs of the position, qualifications and seniority. When two (2) or more applicants are substantially equal in qualifications, the applicant with the greatest amount of district seniority shall be given preference.
- (9) After conducting said interviews, if the administration feels that no internal candidate meets the specific needs of the position, then the position may be posted externally.
- (10) When a vacancy is to be filled, current bargaining unit members of the grade level/department will be given the opportunity to be involved in the selection of the candidate.
- (11) Teachers whose positions no longer exist due to program funding and/or student enrollment shall have the option of being reassigned to the position if/when the position is initially reinstated, providing they have maintained continuous employment with the district.
- (12) When a vacancy is filled in an area where a teacher has submitted an application, the teacher will be notified in writing by the Superintendent or designee of the recommendation made regarding his/her application with ample time given for mail delivery before the decision is made public knowledge.

D. After compliance with the above provisions, the Superintendent retains the statutory authority to transfer and assign teacher personnel. No teacher shall be involuntarily transferred if a qualified, certified member of the

bargaining unit has volunteered for the vacant position. In the event that no bargaining unit member volunteers, the member with the least amount of grade level/department seniority will be involuntarily transferred to a vacant position.

E. The Superintendent may transfer and assign employees in order to provide a reasonable accommodation to disabled bargaining unit members in compliance with the Americans with Disabilities Act.

F. A teacher may request and shall be granted a conference with the Superintendent or designee and building principal to receive an explanation as to why she or he did not receive the position for which she or he applied. An ALEA representative may accompany the teacher at this conference.

ARTICLE 18

Reduction in Force

A. Except in the event of an unanticipated or unexpected loss of revenue creating a deficit in the then current fiscal year, or an unexpected return to duty of a teacher following a leave of absence, Board action to implement a reduction in force shall occur prior to April 30 in the school year preceding the year in which the reduction is to take effect.

B. Any reduction in force shall be implemented within the areas of certification affected by the reduction. The least senior member in that area shall be laid off but retains the right to bump into other areas of certification (if any) based on seniority.

C. At least ten (10) school days in advance of Board action on a reduction in force, the Superintendent or his/her designee will meet with the Association President and the Ohio Education Association Labor Relations Consultant to review the seniority list and the order of anticipated suspensions. This meeting shall occur prior to notification of the teachers involved.

D. As regards teachers on limited contracts, reductions in force shall be implemented based on seniority and area of certification unless the Board demonstrates reason to resort to other criteria by which to achieve educational goals which could not be met otherwise by strict adherence to seniority and certification areas. These reasons include the retention of particular skills that are needed for the educational program of the district, the need to retain teachers with more than one area of certification, the need to retain teachers who can teach a full class load, and other unusual or unanticipated situations which may warrant taking educational factors other than seniority and area of certification into account to achieve educational goals.

E. In implementing a reduction in force, all certificated teaching personnel in the bargaining unit are covered by the procedures specified below:

- (1) All certificated employees shall be placed on a seniority list within their certification area(s). When a reduction in force is implemented the seniority list shall govern matters of retention and recall, subject to the requirement that limited contract teachers are eligible for retention in those areas of certification in which they have taught for at least one full school year in the last ten years in the Avon Lake City School District. Continuing contract teachers are eligible for retention in all areas of certification. Teachers on continuing contracts shall be retained in preference to those on limited contracts.
- (2) Seniority as used in this provision shall be determined by the length of continuous service with the Board. If two or more teachers have the same length of continuous service, then seniority will be determined by:
 - (a) the date of the Board meeting at which the teacher was hired; and
 - (b) the date on which the teacher officially signed his/her contract; and
 - (c) by lot.
- (3) Length of continuous service will not be interrupted or affected by authorized leaves of absence provided that the time spent on unpaid leave shall be deducted when computing continuous service. Time spent on layoff up to two years shall not constitute a break in continuous service, but time spent on layoffs shall be deducted when computing the length of an employee's continuous service.
- (4) Continuing contract teachers whose contracts are suspended in a reduction in force shall be so notified immediately in writing and placed upon a recall list compiled from the seniority list provided for below. A continuing contract teacher whose name appears on the recall list shall be offered reemployment if and when a position becomes available for which he/she is certified in the order of seniority at the time their contracts were suspended due to a reduction in force. No new teachers shall be employed nor any limited contract teachers recalled to service by the Board

while they are continuing contract teachers on the recall list who are certified for any opening in a teaching position.

- (5) Limited contract teachers whose contracts are suspended due to a reduction in force shall be so notified in writing and placed upon a recall list compiled from the seniority list provided for below. A limited contract teacher whose name appears on the recall list shall be offered reemployment when a position becomes available for which he or she is certified, subject to the exceptions provided for in Paragraph (A) above and subject to the requirement that the individual to be recalled is qualified, i.e., has taught successfully in that area of certification for at least one full school year in the last ten in the Avon Lake City School District. Subject to these exceptions, limited contract teachers on the recall list shall be offered reemployment to positions for which they certified and qualified (as defined above) in the order of seniority at the time they were laid off due to a reduction in force. No new teachers shall be employed by the Board while there are limited contract teachers on the recall list certified for any opening in a teaching position, subject to the exceptions provided for in Paragraph (A) above.
- (6) Limited contract teachers recalled to an area of certification in which they have not taught successfully in the Avon Lake City School District for one full year in the past ten will complete, as a condition of recall, a three semester or four quarter hour college course in that area of certification during their first year of recall or will have completed such course within eighteen months of recall.
- (7)
 - (a) The Board shall provide notice of recall by registered mail to the last address given by the certificated employee to the Board. It shall be the responsibility of the certificated employee to keep the Board advised in writing of his/her current mailing address.
 - (b) A teacher who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with the accumulated sick leave and the years of service (for salary schedule placement) which he/she held prior to layoff.
 - (c) Teachers on layoff will be given preferential consideration as substitute and part-time teachers. However,

acceptance or refusal of employment as a substitute or part-time teacher shall not disqualify any teacher from placement or continued placement on the recall list for full-time employment.

- (d) When the group insurance policy permits, a teacher on layoff may continue to participate in such benefits by advance payment, on a monthly basis, of the total premium for such benefits.
- (8) Teachers who have limited contracts at the time of layoff will remain on the recall list for a period of two (2) full school years from the date of Board action to suspend through August 31 of the second year following. Teachers who held continuing contracts at the time of layoff will remain on the recall list for a period of four (4) full years from the date of Board action to suspend to August 31 of the fourth year following. Subject to the foregoing, teachers shall remain eligible for recall unless:
- (a) The time limit for right of recall has expired;
 - (b) He/she resigns;
 - (c) He/she fails to accept a position offered under this Article within ten (10) calendar days of receipt or attempt to delivery of the notice of recall; or
 - (d) He/she fails to respond to a request from the Superintendent or his/her designee for an indication of his/her continued interest in recall for the following year.
- (9) This article shall not apply to the issuance, termination and/or renewal or nonrenewal of supplemental duty contracts.
- (10) Nothing in this article shall be deemed to apply to teachers non-renewed for performance reasons, nor shall this article be construed to limit, in any way, the Board's authority to make such decisions regarding teacher employment.
- (11) The Association President will be provided with complete seniority lists for each area of certification as provided above. The seniority list will show:

- (a) Date of first uninterrupted full-time service with the Board;
- (b) Length in years of continuing service with the Board;
- (c) Date of Board meeting at which teacher was hired;
- (d) Date on which teacher officially signed his/her teaching contract

The Association shall have 15 days from date of receipt of the list to challenge and/or question the seniority rankings reflected by the list. The Association and Superintendent or his/her designee will meet to discuss questions or problems. When "tie breaker" data are unavailable, the teachers affected, Association and Superintendent or designee will try to resolve the problem. If agreement cannot be reached, ties will be resolved by a coin flip. Any agreement reached to break ties or resolution through coin flip shall be final and binding on the Board, administration, teacher(s) affected, and the Association and not subject to grievance or other legal challenge.

The Board will notify the Association of any changes in the seniority lists within a reasonable period of time.

ARTICLE 19

Mileage

Mileage reimbursement for authorized automobile use for travel from school to school shall not be less than the mileage rate accepted by the Internal Revenue Service for deduction of automobile expense for business purposes.

ARTICLE 20

Severance Pay

A. A teacher may elect, at the time of acceptance for retirement by the State Teachers Retirement System, to receive severance pay if she/he has at least ten (10) years of full-time service with the Avon Lake Schools and his/her retirement is within ninety (90) days of his/her last day of service with the District. Such qualifying teachers shall receive fifty percent (50%) of his/her accrued but unused sick leave, to a maximum of one hundred eighty (180) days, and not to exceed ninety (90) days of severance pay. This severance will be made in two payments. The first payment to be made with 31 days of the effective date of retirement. The second payment to be made by February 15 of the following year.

B. A teacher may elect, at the time of acceptance for retirement by the State Teachers Retirement System, to receive severance pay if she/he has at least 20 or more years of full-time service with the Avon Lake Schools and his/her retirement is within 90 days of his/her last day of service with the District. In addition to the severance pay benefit described in paragraph A above, the teacher, at the time of retirement, shall be entitled to two (2) additional days of severance pay for each three years of public service over ten years, provided that the teacher retires at the end of the school year in any year of this contract.

C. A teacher who has worked at least ten (10) years with Avon Lake City Schools, but does not qualify for severance in paragraph A due to not having at least ten (10) years of full-time service will receive severance in one of the following ways:

(1) If the qualifying teacher has at least ten (10) years of seniority at Avon Lake City Schools, they shall receive fifty percent (50%) of his/her accrued but unused sick leave to a maximum of one hundred eighty (180) days, and not to exceed ninety (90) days of severance pay.

(2) If the qualifying teacher from paragraph C does not have at least ten (10) years of seniority at Avon Lake Schools they shall receive a prorated severance. This will be calculated by dividing the number of years of seniority by ten (10) and multiplying that number by fifty percent (50%) of his/her accrued but unused sick leave to a maximum of one hundred eighty (180) days and not to exceed ninety (90) days of severance pay.

This severance will be made in two (2) payments. The first payment is to be made within 31 days of the effective date of retirement. The second payment is to be made by February 15 of the following year.

D. Payment under paragraphs A, B or C shall be based on the daily rate of pay at the time of retirement. Payment under this Article shall eliminate all sick leave credit. No teacher shall receive more than one payment for such sick leave accumulation.

E. In the event of the death of a member of the bargaining unit, twenty-five percent (25%) of the member's accrued but unused sick leave, to a maximum of one hundred sixty (160) days, and not to exceed a payment of forty (40) days, shall be paid to the estate of the deceased member.

F. **Severance Payments**

1. Payment and Deferral of Severance Pay

- A. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Section and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have their "Severance Pay" (as defined below) mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). Such payment shall be in lieu of the payment being made directly to the retired teacher; and such payment shall eliminate all sick leave credit of the retired teacher. For purposes of this Section, this arrangement is referred to as the 403(b) Plan. The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of VALIC. 403(b) Plan participants shall be required to complete VALIC enrollment forms; and unless and until a teacher does so, no contribution of Severance Pay shall be made to under the 403 (b) Plan on behalf of the teacher. A successor company(ies) to VALIC may be selected at any time by mutual agreement of the Board and the Association.
- B. For purposes of the 403(b) Plan, the term "Severance Pay" shall include:
- (1) any Severance Pay that a member is entitled to on account of "retirement," pursuant to Article 20 of this Agreement, and/or
 - (2) any Retirement Incentive payment that a teacher is entitled to (if applicable).
- C. Participation in the 403(b) Plan shall be mandatory for any teacher who:
- (1) is employed on or after the effective date of this agreement,
 - (2) is entitled to Severance Pay, and
 - (3) is, or will be, age 55 years or older in the calendar year in which he/she retires, or, in the case of a retired/rehired teacher, resigns.
- D. If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the

403(b) Plan in an amount equal to the total amount that otherwise would be payable to the Participant as Severance Pay.

- E. The required contribution to the 403(b) Plan shall be made within the timeframe provided for payment of severance pay under the applicable provisions of Article 20; and for Retirement Incentive pay shall be made within the timeframe described to the Retirement Incentive agreement (if applicable).
- F. In the calendar year of retirement, or in any other calendar year, the total amount of Severance Pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b). If the amount payable to the 403(b) Plan in any calendar year would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the excess amount shall be contributed to the 403(b) Plan after the first payroll date in February of the next calendar year. This process shall be repeated for up to five calendar years following the year of retirement, in each such year not to exceed the maximum amount permitted under the applicable federal income tax law for that year; and if there are still any remaining excess amounts in the fifth calendar year after retirement, the remaining excess shall be paid in cash to the retired member.
- G. A teacher who is entitled to Severance Pay under Article 20 of this Agreement and who is not an eligible participant in the 403(b) Plan, will continue to be eligible for any and all severance payments in accordance with Article 20 and and/or Retirement Incentive payments (if applicable) in accordance with any Retirement Incentive language bargained. Any such teacher may elect to defer such payments to a TSA as permitted by law and Board policy.
- H. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

ARTICLE 21

School Calendar

The school calendar shall be prepared by the District Advisory Committee. The proposed calendar shall then be reviewed by the ALEA and the Superintendent/Designee.

Both parties will have a reasonable opportunity (ordinarily fourteen (14) calendar days) to review the proposed calendar and make recommendations prior to Board action. Exceptions may be made to the fourteen (14) day review period if unusual circumstances or an emergency necessitates immediate Board action.

ARTICLE 22

Workday and Year

A. Workday

- (1) The normal workday for all teachers in grades Kindergarten through six (6) shall ordinarily not exceed seven (7) hours and fifty (50) minutes.
- (2) The normal workday for all teachers in grades seven (7) through twelve (12) shall not ordinarily exceed eight (8) hours.
- (3) Teachers may be required to participate from time to time in activities outside the normal workday. This includes attendance at committee meetings, reasonable participation in curriculum development, open house, a reasonable number of student activities and events, and activities for which the teacher is directly responsible. Building principals annually will meet with the teachers in their buildings to evaluate and develop a plan regarding teacher involvement in activities and events in their building. Insofar as is possible, general staff meetings will be held during the normal workday. General Staff meetings that exceed "flextime" shall not consist of staff development activities. If, following reasonable efforts, a teacher is unable to attend one of the programs or commitments listed above, individual arrangements in conjunction with the building principal may be made in accordance with current practice. Membership or participation in PTA activities shall be on a voluntary basis.

(4) **"Flexitime"**

Flexitime schedules may be arranged by mutual agreement between the teacher and the building principal. Once such starting and ending times are agreed to, they shall remain in effect for a minimum of one grading period and, ideally, for an entire semester. One day or short-term variances in starting or ending times will be resolved between the teacher and principal in accordance with past practice.

Limitations:

- (a) Adequate supervision of students must not be compromised by any flexitime arrangement. Each teacher will continue to be required to remain in his/her classroom or assigned duty until all the pupils for whom he/she is responsible have departed. This includes, for example, days when buses run late due to inclement weather or mechanical breakdown.
- (b) Service to students remains first priority. The use of flexitime will in no way interfere with students or parents who wish to consult with teachers at times that are reasonably convenient to the parent or student.
- (c) Communication between teachers and administrators cannot be affected by implementation of a flexitime schedule. Teachers remain required to attend staff meetings in accordance with the provisions of the collective bargaining agreement, Article 22(A)(3).
- (d) Flexitime can only include the minutes before and after the normal student day, provided that no flexitime schedule may be implemented which would authorize teachers to report less than 15 minutes before their first class or assigned duty nor depart less than 15 minutes after students are normally scheduled to leave the building of assignment.
- (e) Traveling teachers will be assigned no more than one (1) duty per day.
- (f) At the elementary level, every effort will be made to ensure that each teacher receives, in addition to the

thirty/twenty-five (30/25) lunch/planning period, a minimum of one thirty (30) minute planning period per day within the student day.

- (g) Calculated on a weekly basis, the total minutes for planning and conference time on average shall continue at the elementary and secondary schools.

B. Work Year

The school year shall not exceed one hundred eighty-five (185) work days for teachers after their initial year of employment. The school year shall not exceed one hundred and eighty-seven (187) work days for teachers in their initial year of employment.

The scheduling and number of parent-teacher conference days shall be discussed annually in the spring by the District Advisory Committee. The DAC will consider parental and staff input and establish parameters for conferences. Each Building Advisory Team will use these parameters to determine by consensus the conference schedules and times. The tentative schedule will be sent to DAC for review. The DAC will notify each BAT that their schedules have been approved or will notify them of needed modifications to the schedule. After the schedule has been approved by DAC, the BAT will share the final conference schedule with staff in their building.

During the January scheduled inservice day, every effort shall be made to provide for three and one-half (3-1/2) hours of departmental and full staff meetings, followed by a period for lunch and the balance of the day to be devoted to teacher preparation of grades and other records.

C. Flexible Summer Workday

The school calendar shall include a "Flexible Summer Workday". For the purpose of attaining professional development, this day will be divided into two 3 ½ hour sections. One 3 ½ hour section will be used at the teacher's discretion in August to prepare their classroom; up to 2 hours can be used to attend open house if it occurs before the first day of school. The remaining 3 ½ hour section shall be spent on Professional Development.

- (1) The Board shall offer a variety of opportunities throughout the summer to gain professional development. The summer will be defined as the day after the last teacher work day to the day before the first teacher work day of school. Staff development shall be offered in a variety of formats, i.e., district-wide, building, department, grade level, etc.

Examples of staff development might include sessions on CPR, technology, curriculum development, interdisciplinary curriculum planning, etc. Participation in this district sponsored staff development will be verified by a sign-in sheet at the event.

- (2) Bargaining unit members will not gain additional compensation for attendance if professional development is used towards their 3 ½ hour requirement.
- (3) Bargaining unit members who plan district sponsored staff development will receive credit toward their 3 ½ hours of required staff development for time spent planning. All time implementing the staff development will be compensated based on Article 23 of the supplemental base salary per hour.
- (4) Bargaining unit members shall be granted the flexibility to choose any appropriate staff development opportunity. No single staff development opportunity or specific date of an opportunity shall be mandated by any administrator or the Board. The Board will make a good faith effort to post a list of available, district sponsored staff development – offered between the day after the last teacher work day until the day before the first teacher work day – before May 1.
- (5) Acceptable individual opportunities for staff development – outside of what is offered by the district – will be granted based on the needs of the bargaining unit member, building team leaders, curricular department chairs, building administrators, and district curriculum leaders.
- (6) Individually sought staff development that will count toward the 3 ½ hour requirement will be approved by a building administrator prior to the last teacher work day. The procedure to receive credit for this professional development is outlined on the Alternative Activity Summer Professional Development Worksheet.
- (7) If a new opportunity for staff development becomes available after that date, a bargaining unit member must consult and be granted approval for the change prior to the new staff development event by the Superintendent or his/her designee.
- (8) Collaboration time spent within grade levels, curricular departments, building teams, etc., can account for professional development time.
- (9) Bargaining unit members who complete uncompensated professional development that exceeds the required 3.5 hours and reach an additional

3.5 hours shall receive the additional 3.5 hours off in the second half of the last day of the next school year. Participants in verified extra staff development time shall receive priority check-out in their respective buildings. The additional staff development time does not replace the half-day flexible summer work time.

- (10) All staff development that falls under the Flexible Summer Workday can contribute to the requirements of the IPDP following the procedures outlined under Article 42 but may not be used for progression on the salary scale.
- (11) When the BAT committee of a building determines that the needs of the students, parents, and staff that Open House (Parent Information Night) should occur prior to the start of school, the following parameters are to be followed. The expectation for the contents of this event is to provide information to the parents and students about the upcoming school year, normal classroom procedures, curriculum, etc.
 - a. One date for open house must be determined and announced by March 31 of the previous school year. Only one date can be made requiring a teacher to attend.
 - b. The date must be within 5 week days of the start of the teacher work year.
 - c. The length of time a teacher can be asked to attend shall not exceed 2 consecutive hours. The time may not be divided over the course of two days.
 - d. The time spent at this event can be used as part of the flexible summer workday according to this Article.

ARTICLE 23

Professional Development Compensation

A. Staff Development Compensation

Each member of the bargaining unit will be compensated for attendance at staff development during non-instructional time. The rate of compensation for teachers for each session will be .000565 of the supplemental base salary per hour. This rate of pay may also be used for other assignments. The rate of compensation for tutors for each session will be the hourly rate of pay of a first year tutor. Staff shall receive payment for Staff Development hours attendance as they are completed.

B. Tuition Reimbursement

Each school year a pool of \$35,000 shall be available for reimbursement of tuition charges paid by bargaining unit members for successful completion of graduate level classes approved in advance by the ALEA Tuition Committee headed by an ALEA Executive Committee member. To be considered for approval the course work must be on the graduate level from an accredited institution and in the teacher's areas of certification/licensure or in another area that has been approved by the LPDC for licensure. If a bargaining unit member has a permanent certificate, his or her approval must be through the Superintendent for salary advancement. The pool shall be divided among teachers so approved with a limit of reimbursement of up to \$100 per semester hour up to 4 semester or 6 quarter hours per year (July 1 through June 30). Requests are to be submitted by August 1; proof of course completion with an earned credit of "B" or above is to be submitted to the ALEA Tuition Committee by September 15. Reimbursement checks will be issued on or about October 15. Unused money from the tuition reimbursement pool will be moved to the General Fund. Any bargaining unit member who leaves the district because they resigned or are terminated for cause and is not in employment of the district on September 15 will not be reimbursed for tuition.

ARTICLE 24

Personnel Substitute Pay

If a teacher is required to substitute during his/her planning or preparation period for a colleague absent for legitimate reasons covered by sick leave, personal leave, field trip or other assignment made by an administrator, he/she shall be paid a prorated amount based on .000565 per hour of the supplemental base salary for time actually worked. An effort will be made to rotate such assignments among teachers desiring such substitution.

If possible, at the elementary level, the building principal shall adjust schedules to make up missed planning or preparation time. If this is not possible, payment will be made in accordance with this article.

The Board will make a good faith effort to minimize the number of times a teacher is assigned to substitute for an absent colleague by employing substitute personnel to perform such service, with the understanding that such an arrangement will diminish, but not eliminate, required personnel substitute assignments.

ARTICLE 25

Insurance

A. Life Insurance

- (1) The Board shall provide a term life insurance policy (to include double indemnity for accidental death and a dismemberment clause) to regular part-time and full-time teachers equal to the \$1,000 figure next above their yearly salary.
- (2) A teacher may elect to purchase at his or her cost additional supplementary coverage in a \$10,000 or \$20,000 amount. These premiums will be deducted through the payroll deduction plan.

B. Medical, Prescription, Dental and Vision Insurance

The Board shall make available medical, prescription, dental and vision insurance that meet or exceed current benefit levels except as provided in D(3) below for eligible employees and their dependents:

Please refer to the current employees' copy of the Avon Lake City Schools Health Benefits Plan Description for the complete summary and description of benefits, restrictions, deductibles, exclusions, patient responsibilities, etc.

- (1) Insurance premiums paid by payroll deductions may be tax-sheltered upon the completion of the appropriate pre-tax forms. These forms must be completed each calendar year.
- (2) Increases in the employee's share of the premium and/or contribution rate shall begin in October of each year.
- (3) Employees who discontinue medical coverage after a minimum one-year enrollment with ALCS will be eligible for a monthly opt out incentive. Mid-year changes in medical insurance status will be pro-rated. This incentive will be paid quarterly and included in the regular paychecks on the 15th of October, January, April, and July.
 - a. FY 16 \$150 per month
 - b. FY 17 \$150 per month
 - c. FY 18 \$150 per month

- (4) A Flexible Spending Account (FSA), also known as Section 125, will be available to ALL employees.
- (5) The Board will provide and pay for an Employee Assistance Program (EAP) for ALL employees, whether or not they have elected medical coverage with ALCS.
- (6) The Board will pay annually any employee who completes the Health Risk Assessment \$75.00. This will be put into their Flex Spending Account on January 1 of the year following completion of the Health Risk Assessment. The timelines for completing the Health Risk Assessment will be communicated to the staff through e-mail and posted on the Health Insurance Bulletin Boards in each building. This \$75.00 payment will be paid 50% by the Self-Insurance Fund and 50% by the General Fund.

C. Working Spouse

This Working Spouse language is effective 10/01/14 for ALEA members hired on or after 01/01/2007. This language replaces the Working Spouse Memorandum of Understanding ratified by ALEA on 09/01/06 and signed 03/28/07.

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every 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 of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If you submit false information or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. **If you submit false information, you may be subject to disciplinary action by your school district, up to and including termination of employment.**

SHC Approved: August 10, 2005

SHC Revised: August 1, 2011

D. **Health Care Committee**

(1) The Health Care Committee (HCC), composed of five (5) representatives appointed by the President of the Association, three (3) representatives appointed by the President of OAPSE, and three (3), representatives of the Board shall be charged with considering health insurance matters. The HCC operates with 2 chairpersons, one representing the ALEA and one representing the Board. Regular minutes of all meetings of the HCC shall be kept and shared with all members of the committee. All decisions of the HCC shall be achieved by consensus, i.e., all represented parties on the HCC shall agree with the decision. The HCC's responsibilities include reviewing insurance costs, exploring program additions or modifications, examining utilization patterns, and looking for various cost containment options.

- (2) During the life of the Agreement, the HCC may choose to consider other options within various managed care programs, in which members of the ALEA may elect to participate.
- (3) The HCC shall be authorized to utilize such consultants as it deems appropriate. Each year the HCC shall be advised, as soon as possible, of the anticipated level of premiums for the succeeding benefit year (October 1-September 30). Each year the HCC shall consider changes in program design, premium sharing and other steps that will aid in cost containment.

In the event that the HCC is not able to achieve consensus on any such changes, the plan will continue unchanged.

If the HCC recommends changes, such as program design, premium sharing, "opt out incentives", or other modifications, any and all such changes shall be implemented following approval by the full membership of the ALEA, OAPSE and the Board.

E. General Provisions

- (1) Benefits for part-time teachers are described in Article 38.
- (2) Medical, prescription, vision and life insurance benefits will be terminated on the first of the month following the resignation of a teacher who does not complete the contract year.
- (3) It is the responsibility of the teacher to inform the Treasurer's office of any change in employment, marital status or dependents which affects his/her fringe benefits.
- (4) Arrangements for covering dependents (mother, father, or relative other than wife/husband and children) must be made directly between the insurance provider and the teacher. Premiums for this type of coverage are not deductible through the payroll plan.
- (5) Eligibility requirements set forth herein are subject to rules and regulations established by the insurance carriers in accordance with applicable state and federal law.
- (6) The Board shall contribute to only one family health insurance plan and one family dental and vision plan for a family where a husband and wife are both employed by the Board. However, a

husband and wife will have the option to take separate single health, dental and vision insurance plans.

ARTICLE 26

Supplemental Assignments

A. All supplemental contracts are one year contracts. During that year, any performance issues related to the position will be discussed with the person in the position. This discussion must occur before the end of the year.

B. Salary

- (1) The salary schedule for supplemental assignments precedes the Appendix section of the Master Contract.
- (2) Past experience will be considered when determining a person's placement on the supplemental salary schedule.
- (3) Pay dates for supplemental contracts are included as Appendix A of the Master Contract.

C. Posting and Awarding of Supplemental Positions

- (1) Annually, the Board shall post each supplemental position currently filled by a person who is not a member of the ALEA bargaining unit.
- (2) A position currently held by a member of the bargaining unit will not be posted if the member indicates their intention to continue in the position when contacted by the board or its designee, and if the member has performed the duties of the position satisfactorily.
- (3) All new or reinstated supplemental positions shall be posted.
- (4) Supplemental positions shall be posted annually in March for a period of seven (7) calendar days when school is in session with the exception of supplemental positions for athletics which shall be posted for seven (7) calendar days after completion of the season and evaluation of the coaching staff.
- (5) All members of the bargaining unit who apply for a supplemental position will be contacted and will be verbally screened or interviewed.
- (6) A supplemental position that becomes open because the person who was awarded or was to be awarded the position resigns must be reposted.

(7) In filling supplemental positions, the Board retains its rights under Ohio law and this contract. The Board reserves the right to leave supplemental positions unfilled.

D. A Supplemental Committee, composed of three ALEA members appointed by the ALEA President, and three administrators appointed by the Superintendent, shall convene during the second semester of each school year for the following purposes:

- (1) Upon request, review competitiveness of Avon Lake supplemental salaries with the supplemental salaries in comparable districts in order to provide data for the setting of supplemental salaries.
- (2) Review proposals for new supplemental assignments and compensation for these assignments. The Supplemental Committee shall consider recommendations for new positions from administrators or teachers and will make a recommendation to the ALEA President and the Superintendent regarding same.
- (3) Reevaluate supplementals when job descriptions are changed.
- (4) Reconsider proposals that were rejected in previous years.

E. **Addition of New Supplemental Positions**

- (1) The Board and Association shall consider the recommendation of the Supplemental Committee and shall bargain regarding the salary to be paid to any new supplemental position. If agreement is not reached, the Board proposed salary shall be implemented until negotiations for a successor contract reopen. If in negotiations a different salary is agreed to, the change shall be implemented retroactive to the first day of service under the new supplemental contract.
- (2) The Board may add new supplemental positions/personnel so long as the cumulative salaries of these new positions/personnel do not exceed 50% of the base salary in effect at the beginning of that school year.
- (3) After the cap is reached, the Association must agree to the creation of any new positions.

ARTICLE 27

Placement and Progression on Salary Schedule

A. Teachers shall be placed in the appropriate academic training column as follows:

Level I	Tutor hourly rate
Level II	Teachers who possess a Bachelor's Degree
Level III	Teachers who possess a Bachelor's Degree plus 10 semester hours of graduate work
Level III-A	Teachers who possess a Bachelor's Degree plus 20 semester hours of graduate work
Level IV	Teachers who possess a Master's Degree
Level V	Teachers who possess a Master's Degree plus 10 semester hours of graduate credit received subsequent to the granting of the Master's Degree
Level V-A	Teachers who possess a Master's Degree plus 20 semester hours of graduate credit received subsequent to the granting of the Master's Degree
Level VI	Teachers who possess a Master's Degree plus 30 semester hours of graduate credit received subsequent to the granting of the Master's Degree
Level VII	Teachers who possess a Master's Degree plus 45 semester hours of graduate credit received subsequent to the granting of the Master's Degree

B. Teachers shall receive credit for years of service on the salary schedule as follows:

- (1) All years of teaching service in this District, with each year consisting of one hundred twenty (120) days under a teacher's contract.
- (2) All years of service in an Ohio public school and/or chartered, nonpublic school located in Ohio consisting of one hundred twenty (120) days under a teacher's contract. This credit must be given for the first five (5) years of such service, with an option for extending credit for up to an additional five (5) years of such service.

- (3) All years of military service up to five (5) years. (For purposes of calculation, a particular year of active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year.)
- (4) All years of teaching service as a certified teacher in a chartered school or institution or a chartered special education program operated by the State of Ohio or other local governmental unit in Ohio with each year consisting of at least one hundred twenty (120) days. This credit must be given for the first five (5) years of such service, with an option for extending credit for up to an additional five (5) years of such service.
- (5) Years of service shall be the sum of all years of service in subparagraphs 1, 2, 3 and 4 above, except that a new teacher shall receive credit for a total of five (5) years and may receive credit for an additional five (5) years. By October 1 of each year, the administration will provide the Association President with the actual previous experience and the Avon Lake credited salary schedule placement of all new hires.
- (6) Teachers on leaves of absence shall be granted credit as follows:
 - a. Teachers on approved leaves of absence returning to the system are placed on the step of the salary schedule for which they qualify by reason of training and experience, including experience prior to original employment with the district and that which has been acquired in the district.
 - b. Teachers do not accrue days of service for advancement on the schedule while on leave; however, any additional training obtained during a leave of absence would be applied for salary credit upon the return of the teacher.

C. Credit for placement on a training column shall only be given for graduate courses in the teacher's area of certification which the teacher has taken from an institution accredited by the Ohio Board of Regents. The Superintendent may approve other undergraduate or graduate work; however, the teacher must obtain the Superintendent's approval prior to taking the training. Each teacher who has completed training which would qualify him/her for a higher training column placement shall file with the Superintendent before September 15, for training column placement effective with the start of the school year, and before February 15, for placement effective with the start of the second semester of the school year, an official transcript from the institution attended certifying successful completion of the additional training. Salary advancement is not official until it has been approved by the Avon Lake Board of

Education. Depending on the date of the receipt of a transcript and the date of the Board of Education meeting, board approval may not occur until the following month but would be retroactive to the start of the appropriate pay period (start of the school year or start of the second semester). Salary increases effective at the start of the second semester will be payable in the February 15 payroll.

ARTICLE 28

Salary

A. Base salary is set as follows:

2015-2016	2.75%	\$37,790
January 2016	<i>(Extra step granted to any bargaining unit member employed on or before the start of the 2013-2014 school year payable the first pay following the start of the second semester of the 2015-2016 school year)</i>	
2016-2017	2.50%	\$38,735
2017-2018	(to be negotiated Spring 2017)	

This same base salary will be used as the base salary for supplemental contracts.

B. When teachers volunteer to use their planning period to teach additional classes, teachers at the secondary level shall be paid 1/9 of the individual teacher's per diem salary for each period per week of instruction over the course of a school year.

At the elementary level, teachers shall be paid at the rate of 2/27 of the individual teacher's per diem salary for each additional 30 minute period of instruction per day and at the rate of 4/27 of the individual teacher's per diem salary for each additional 60 minute period of instruction per day.

ARTICLE 29

Equal Opportunity Clause

The Board is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment laws.

ARTICLE 30

Employer "Sheltering" of Retirement Contributions

The ALEA and the Board agree that the Board shall implement the "sheltering" of the certificated teacher/employee's required contributions to the State Teachers Retirement System (STRS) and with the Board of Education having agreed to do so, the treasurer is hereby authorized to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each certificated employee's contribution to STRS in lieu of payment by such employee, and that such amount contributed by the Board on behalf of the certificated employee shall be treated as deferred salary paid by the Board to STRS from the contract salary otherwise payable to such certificated employee in cash.

The treasurer is also directed to prepare and distribute an addendum to each certificated employee's contract which states (1) that the employee's contract salary is being restated as consisting of (A) a cash salary component and (B) a "sheltering" component, which is equal to the amount of the employee contribution being "sheltered" by the Board on behalf of the employee; (2) that the Board will contribute to STRS an amount equal to the employee's required contribution to STRS for the account of each certificated employee; and (3) that sick leave, severance, vacation, supplemental and extended service pay shall be calculated upon both the cash salary component and "sheltering" component of the employee's restated salary.

The Board's total combined expenditures for employees' total contract salaries payable pursuant hereto (including "sheltering" amounts) and its employer contributions to STRS shall not be greater than the amount it would have paid for those items had this resolution not been in effect.

The Board shall compute and remit its employee contributions to STRS based upon total contract salary, including the "sheltering." The Board shall report, for federal and Ohio income tax purposes as an employee's gross income, said employee's total contract salary less the amount of the "sheltering." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total contract salary, including the amount of the "sheltering." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

The Board shall as of September 1, 2009 through August 31, 2017 pay ½ percent of the employees share of STRS. This shall be considered pick-up and the Board shall pay pick-up on the pick-up.

ARTICLE 31

Professional Improvement

The contract of a teacher in the Avon Lake Schools may not be terminated except for gross immorality; for willful and persistent violations of reasonable regulations of the Board of Education; for other good and just cause; or for unsatisfactory teaching performance. All terminations shall be accomplished in accordance with the procedures established in Revised Code Sections 3319.16 and 3319.161. The referee shall apply the grounds above set forth in place of those specified in R.C. §3319.16. Nonrenewals of limited contracts shall continue to be governed by the provisions of R.C. §3319.11.

- I. "Unsatisfactory teaching performance" is a performance pattern evidencing the failure of a teacher to remedy a deficiency or deficiencies identified in the evaluation process set forth in Section III below where such deficiency or deficiencies demonstrate that the teacher is ineffective in the performance of assigned teaching duties, exclusive of supplemental contract duties.
- II.
 - A. Before acting to terminate any teacher's contract for unsatisfactory teaching performance, the Board shall comply with the process set forth in Section III below. The procedures set forth in Section III below will be followed only in instances where a termination for unsatisfactory teaching performance is contemplated.
 - B. Before presenting a recommendation to the Board for termination of a teaching contract for unsatisfactory teaching performance, the Superintendent, upon the recommendation of the building principal, will provide the teacher with a written notice, which notice will include the following:
 - (1) The specific deficiency or deficiencies identified in the process set forth in Section III below that have not been corrected and which demonstrate ineffectiveness of performance of teaching duties; and
 - (2) The process prescribed and recommended pursuant to Section III to correct such deficiency or deficiencies.
- III. When the administration has identified concerns with the teacher's performance such that a termination for unsatisfactory teaching performance is contemplated, the teacher will be so advised in writing. This written notice will summarize the deficiencies noted in the previous evaluations and will include specific and detailed suggestions and recommendations regarding means to

improve performance and offer specific assistance to obtain such improvement. The teacher may request that a copy of this notice be provided to the Association president. After the notice is given to the teacher, the following procedure will be used:

A. Method of Appraisal and/or Evaluation

- (1) The program of professional staff evaluation will be accomplished using the Professional Evaluation Procedure (P.E.P.). Except as indicated below, that program will not be modified for the life of this Agreement, except by mutual agreement of the Board and the Association.
- (2) P.E.P. consists of observations of the teacher's performance of assigned teaching duties, exclusive of supplemental contract responsibilities. To be employed in a termination for unsatisfactory teaching performance, such appraisals and/or observations must be written and shared with the teacher. (See paragraph B.)
- (3) Classroom observations, appraisals and/or evaluations will be conducted only by the teacher's principal or by an administrator. Only administrative personnel such as the principal, assistant principal, superintendent or assistant superintendent may complete evaluations or observations.
- (4) In the event of a substantive disagreement between the teacher and the evaluator which arises pursuant to this evaluation program, such disagreement shall be submitted to the Superintendent or his designee. Upon the request of the teacher, a different administrator shall be included in the evaluation program.

B. Frequency of Observations

- (1) Before the Board initiates a contract termination for unsatisfactory teaching performance, the teacher will have been observed in a classroom setting or equivalent setting a minimum of three times in three different months within the past twelve calendar months.
- (2) No more than four observations during a semester will be conducted. However, the individual teacher and the evaluator mutually may agree upon additional observations.

C. Report of Observations

- (1) A copy of the written report(s) of the observations will be given to and discussed with the teacher in a conference conducted within five (5) school days following the observation(s).
- (2) During the conference, any observation(s) which is reflected in the written report(s) will be discussed with the teacher. If the teacher is not satisfied with the written report and conference, then the teacher may request another conference and subsequent written report of the conference with the observer and another local teacher or administrator of the teacher's choice. If the teacher requests an additional conference and is to be accompanied by another person to that conference, then the observer is entitled to have another administrator in attendance.
- (3) A teacher, by signing copies of the written report, acknowledges only that the teacher has read and received a copy of the report.
- (4) The teacher shall be given the opportunity to submit a written response to the report, which response will be placed in the teacher's personnel file. This response will be made within five (5) school days from receipt of the report and will be attached to the original report. An additional five (5) school days for submission of the response is available provided the teacher notifies the observer that the teacher intends to submit such a response.
- (5) A copy of the written appraisals and/or evaluations, along with any teacher response, will be filed with the Superintendent's office ten (10) school days after the teacher's receipt of the evaluation report.
- (6) The evaluation documents and any teacher responses, a full record of the recommendations for improvement made to the individual teacher, the assistance suggested and offered to the individual teacher, and any subsequent changes reported in the individual's performance will be maintained in the personnel file for each individual. The teacher will be permitted to place documents, responses, and other pertinent written material in the teacher's personnel file.

D. Teacher Rights and Obligations to Demonstrate Improvement

- (1) Within 10 school days following the delivery of the notice described in paragraph III above, it shall be the joint responsibility of the teacher and principal to develop a written plan to overcome any reported deficiencies. At the teacher's request, a colleague of his/her choice may be offered the opportunity to participate in the development of this plan. The principal may request consultation assistance from another member(s) of the administration in the development or implementation of the written plan.
- (2) Following development of the written plan, the principal is responsible for offering specific assistance in accordance with the plan to the teacher in the implementation of the plan. The teacher is responsible for implementation of the provisions of the written plan which are designed to improve her/his performance and is responsible for maintaining his/her teaching performance at acceptable levels.
- (3) The teacher will be offered the assistance specified in the written plan and will be afforded a reasonable period of time, not less than 60 school days, to correct the specified deficiencies. If the specified deficiencies are satisfactorily corrected, then the teacher will be so notified in writing and will be "removed" from Article 31. If within twelve months of that notification, the same deficiencies are identified, a second written plan shall be developed to overcome those deficiencies. If the specified deficiencies are satisfactorily corrected, then the teacher will be so notified in writing and will be removed from Article 31. If an individual fails to correct the specified deficiencies, the individual shall be notified in writing of the failure. (No written plans prior to 1/1/90 will become part of this procedure.)
- (4) If, after the implementation of such written plans on two (2) separate occasions, the teacher has not achieved the desired goal of demonstrated improvement, then the principal may recommend to the Superintendent termination of contract for unsatisfactory teaching performance.
- (5) Following such recommendation, the Superintendent shall convene a meeting involving the principal, other administrators involved in the evaluation process, the teacher, and a representative of the teacher's choice, which may include another local teacher or a Labor Relations Consultant. The Superintendent

shall be advised in advance of the meeting of the teacher's intent to involve a Labor Relations Consultant, and if such consultant will be in attendance, the Board retains the right to involve a representative of its choice.

- (6) Any grievance filed pertaining to this Article can be filed only to contest alleged noncompliance with the procedural aspects set forth herein. Decisions and reasons in support of a teacher's evaluation or appraisal, deficiencies identified in the process, suggestions and recommendations for improvement, and conclusions with respect to teaching performance are not grievable but may be contested in the referee hearing and any subsequent appeals. It is expressly understood that the grievance procedure may not be employed to challenge a termination decision taken in accordance with the procedures set forth in Revised Code Sections 3319.16 and 3319.161. However, any termination decision there reached may be appealed to the courts as provided by law.

ARTICLE 32

Sovereign Immunity/Liability Insurance

House Bill 176, referred to herein as the "Sovereign Immunity Law", requires the Board of Education of the Avon Lake City School District to provide for the defense of and to indemnify and hold harmless employees who are sued for acts arising within the scope of their employment with the Board. In light of this statutory obligation, the Board and the Avon Lake Education Association, hereinafter the "Association", hereby agree as follows:

- (1) The Board shall fulfill its obligations to members of the bargaining unit represented by the Association under the Sovereign Immunity Law as enacted November 20, 1985 and as may be hereinafter amended. The obligations of the Board to its employees established by the Sovereign Immunity Law will be strictly governed and limited by the provisions of that law, including any amendments and any possible repeal.
- (2) Revised Code Section 2744.08(A)(1) provides that the limits, circumstances, terms and conditions of any insurance which may be obtained to satisfy the requirements of Section 2744.07(A) is committed to the discretion of the public employer. Likewise, the Sovereign Immunity Law provides that the time periods of any insurance coverage are within the discretion of the public employer. The Association is

advised by the Board that for the period February, 1987 through January 31, 1988, in accordance with this statutory authorization, the Board will purchase liability insurance in the annual amount of \$1 million per occurrence and \$5 million in the aggregate.

- (3) The Association shall be provided with a copy of the insurance policy described immediately above and any successor policy.
- (4) Upon the request of an Association member, and with the mutual and written agreement of the Board, its liability insurance carrier (if the Board has a liability insurance carrier), the Association, the Ohio Education Association/National Education Association, and the OEA's liability insurance carrier, with such written agreement to be satisfactory to the Board and its counsel, the OEANEA liability insurance shall become primary coverage for bargaining unit members and shall provide attorneys for representation of said members in lawsuits covered under the provisions of the Sovereign Immunity Law. Such coverage and such representation by the OEANEA liability insurance, if effective, shall be at no cost to the Board.
- (5) Bargaining unit members shall be provided 72 hours to fill out the Board's prescribed forms relating to accidents. The bargaining unit member may seek advice from a Labor Relations Consultant or an attorney during this period.

ARTICLE 33

District Advisory Committee

In order to promote and maintain communications between the Board and the Association, a District Advisory Committee (DAC) will function in accordance with the bylaws contained in Appendix B.

ARTICLE 34

Effective Educational Program

A. It is recognized by the Association and the Board of Education that pupil/teacher ratio is an important aspect of an effective educational program.

B. When, in the opinion of the teacher, the size (number of students) in a particular class impairs the educational process and/or jeopardizes the safety of students in that particular class, the teacher shall:

- (1) Arrange a meeting with the building principal to discuss the identified problem and explore alternate resolutions, including the provision of an educational aide or the involvement of adult/student volunteers.
- (2) The teacher may meet with the Superintendent/designee to explore other options if the meeting with the principal fails to resolve the problem.

C. When a teacher (Grades 7-12) recognizes that class sizes are inequitable between teachers of the same class, the teacher will meet with the appropriate building administrator to address the issue. The building administrator and his/her designee will review possible solutions to the issue including switching the schedule of the student(s) involved. A reasonable effort will be made to consider the needs of all parties before a final decision on any student's schedule is changed. A best effort will be made to address class size and equity prior to the start of the school year.

D. When a teacher recognizes that there will be a specific challenge administering a standardized test, the building administrator shall work with the teacher to find the best way to administer the test.

ARTICLE 35

Curriculum Revisions Textbook Adoptions Special Projects

When necessary, as determined by the administration after consultation with the committee, teachers will be given release time during the regular school day for committee meetings associated with course of study revisions, textbook adoptions, etc.

ARTICLE 36

Resident Educator/Mentor Program

The Resident Educator/Mentor Program will be administered in accordance with Ohio Revised Code and applicable state laws. Avon Lake City School District has three levels of Mentors as outlined below.

- A. Resident Educator Mentors must follow the state certification process for the position.
- B. Teachers who are new to the Avon Lake City School District will receive a Mentor.
- C. Level 2 Mentors will be assigned to staff who are not new to Avon Lake City School District, but transfer to a new building or subject.
- D. A Mentor who has more than one Mentee will receive 50% of the normal salary for each subsequent Mentee.

ARTICLE 37

Job Sharing

- A. Teachers who wish to participate must locate their job sharing partner within certified staff. No teacher will be required to job share. Teachers must be compatible as well as qualified and certified for the position.
- B. Each plan will be judged and approved individually on its merit by the building principal and superintendent or designee.
- C. A written job sharing plan should be submitted by May 1 prior to the beginning semester or at the discretion of the superintendent. The plan must include the following elements:
 - (1) The area of teaching assignment including grade level (courses to be shared) and building.
 - (2) A full description of the teaching techniques and methods and grading practices employed by each teacher with a full explanation of the steps the participants will employ to insure compatibility or such techniques and practices and how relevant information will be shared.

- D. The teachers jointly with the principal will develop a written plan for sharing obligations (meetings, parent/teacher conferences, grading progress reports, plans of returning to full-time employment). Preparation time should be divided equitably. Opportunities for professional growth will be equally available to participants.
- E. Salary and fringe benefits shall be available on a prorated basis as noted in Article 38. Employees who work 120 days or more during the school year in a job sharing assignment will be recognized for seniority and progression on the salary schedule consistent with Article 38 of the contract.
- F. When a job sharing participant is absent, her/his job sharing partner shall be asked (but not required) to substitute prior to any other substitute being contacted.
- G. Job sharing teachers will waive their right to full-time employment until a full-time position becomes available for which they hold a valid certificate. If teachers on the recall list are similarly certified, then district wide seniority shall determine the option of recall.
- H. A RIFed teacher is eligible to write a job share plan with another teacher but is not guaranteed this assignment through seniority.
- J. All teachers involved in a job sharing plan shall have all rights and protections under the Master Contract per this job sharing article.

ARTICLE 38

Regular Part-time Teachers

A. Definitions

- (1) **Regular full-time teacher** - a person who works more than 30 hours per week for 36 weeks or more per year.
- (2) **Regular part-time teacher** - a person who works at least 15 hours per week and not more than 30 hours per week for 36 weeks or more per year, excluding tutors.
- (3) **Temporary teacher** - a person employed for less than 15 hours per week or a person employed in one of the following categories: summer work, non long-term substitute work, home instruction, etc.

Temporary teachers are not covered by this Master Contract. However, any Temporary teacher who is hired with their salary set using the Regular Teacher's Salary Schedule would be eligible to advance on the salary schedule in the same manner as a regular teacher.

B. Insurance Benefits for Regular Part-time Teachers

(1) Life Insurance

The Board shall provide a term life insurance policy (to include double indemnity for accidental death and a total permanent disability clause) to regular full-time and regular part-time teachers equal to the \$1,000 figure next above his/her yearly salary.

(2) Medical, Prescription, Dental and Vision Insurance

Insurance coverage shall be the same as for regular full-time teachers but the employee shall pay 50% of the appropriate premium, provided, however, that any current bargaining unit member (employed as a teacher as of 2/12/90) who involuntarily is placed in a teaching position working less than 15 hours per week for 36 or more weeks per year may continue her or his participation in these insurance programs by paying 50% of the appropriate premium. A regular part-time teacher working less than 15 hours per week may obtain hospitalization, dental, or life insurance benefits by assuming the total cost of the program selected.

C. Seniority for Regular Part-time Teachers

Any regular part-time teacher employed after March 1, 1990 shall receive one-half (1/2) year of seniority for every year worked as a regular part-time teacher. Part-time teachers employed prior to the adoption date shall continue to receive a full year of seniority for every year worked. Regular part-time teachers will be subject to RIF and recall in accordance with their seniority status.

D. Advancement on Salary Schedule for Regular Part-time Teachers

Regular part-time teachers shall advance on the salary schedule according to STRS guidelines for calculating years of service.

E. Sick Leave

Regular part-time teachers and tutors shall be eligible to use sick leave in the same way as a full-time teacher. Should a regular part-time teacher become a full-time teacher, sick leave shall be converted and credited to the teacher at a rate of 2 days to 1.

F. Planning/Conference Time

Regular part-time teachers shall have paid planning time equivalent to half that normally assigned to a full-time teacher. Tutors shall also have planning time each day.

G. Meetings and Inservice Opportunities

Regular part-time teachers shall work out a schedule with their building principal so that they can take part in staff meetings and inservice meetings equivalent to half those required of a full-time teacher.

Any Bargaining Unit Member initially employed under this Article is not guaranteed a full-time assignment in the District when a vacancy occurs. The member, however, will be given serious consideration for full-time assignments for which the member is qualified.

Any Bargaining Unit Member who voluntarily changes from a full-time to a part-time position must wait until a vacancy occurs to return to a full-time position. If teachers who are job-sharing or on the recall list are similarly certified, then district wide seniority shall determine the order of return to a full-time position.

H. Leaves of Absences may be granted to regular part-time teachers.

Article 39

Special Education Program

A. Attempts will be made to schedule IEPs/Accommodation Plans for severely challenged students early to provide as much notice as possible to the Regular Education Teacher(s) scheduled to provide instructional services the following year.

B. The Building Principal/Special Education Supervisor will offer ideas to the Regular Education Teacher(s) on programming as soon as possible and preferably prior to the start of the year and will check back with the teacher during the year.

C. The Special Education Teacher is responsible for notifying Regular Education Teachers/Special Area Teachers of the presence of a disabled youngster in her/his class and to offer recommended accommodations/program ideas.

D. Every effort will be made, if necessary to provide for common planning time, to adjust the work schedule of the attendant to provide weekly (or more frequent if required) common planning time with the Regular Education Teacher.

E. In developing student class assignments, building administrators will endeavor to make an equitable allocation of students with special needs among different available classes. The building administrator will take such special needs, and the resulting demands placed on teacher time, into account when making student assignments and so establishing class sizes.

The Regular Education Teacher's class size/class load shall be considered for possible adjustment/reduction when a severely disabled student is to be included in the Teacher's class.

F. The Special Education Supervisor/Principal shall consult with the Regular Education Teacher regarding equipment and materials needed to function in a regular education class.

G. Normally teachers will not be expected to provide medical services to students without receiving specialized training and normally shall not be expected to provide personal hygiene services to severely disabled students.

H. All regular education teachers shall be notified of meetings to review the special education plans (IEPs and 504s) of their students. Every effort shall be made by the building administrator to provide release time for the regular education teacher to participate in the meeting.

ARTICLE 40

Committees

The following guidelines shall apply to District-wide committees established by the Central Office administration.

- (1) Upon establishment of a committee, the committee shall receive a charge with respect to its goal or objective. All changes in committee goals or parameters shall be submitted in writing to all members of the committee, the Association President, the Superintendent and Board President. Changes, as well as the initial goal, will include a projected completion date for the project.
- (2) Each committee will have co-chairs, one appointed by the Superintendent and one appointed by the Association President.
- (3) In advance, co-chairs of meetings will be responsible for preparation for a written agenda, to be distributed to all committee members, the Superintendent, Association President, and Board President in advance of the meeting.
- (4) Each meeting will be followed by the preparation of written minutes, to be prepared jointly by the committee co-chairs. Minutes will be sent to all committee members, the Superintendent, Association President and Board President. Each committee member is responsible for promptly reviewing the minutes and commenting upon those minutes with respect to necessary changes.
- (5) Upon completion of the committee's work, should the committee's recommendation be rejected, the administration or where appropriate the Board President will meet with the committee to explain the rationale for rejection of its recommendation.
- (6) As appropriate, following completion of its task, the committee will meet on a quarterly basis to monitor implementation of its recommendation and make any appropriate recommendations for modifications in the program.

ARTICLE 41

Safe and Healthy Schools

A. Smoking

Every building and all school grounds in the District and every event held in any building in the District will be smoke/tobacco free at all times, regardless of whether or not school is in session or students are in attendance. The Board will contribute 50% of the cost, up to a maximum of \$200 for member attendance at smoking cessation programs. The Board and Association will cooperate in attempting to arrange for provision of such programs within the District. Enforcement will be nondiscriminatory as to all groups in the school community.

B. BCI/FBI Checks

All prospective or new employees will submit to criminal background checks (BCI/FBI) as prescribed by law. All new employees who commence work for the Board of Education shall be considered on a probationary status commencing only upon Board receipt of a satisfactory background investigation from BCI. All current employees must resubmit to background checks within the timeframe as prescribed by law.

C. Drug-Free School

No employee shall unlawfully possess, be under the influence, or use or distribute illicit drugs or alcohol on school premises or at any place where school activities are held. "Under the influence" means that the employee has agreed to perform duties on behalf of the District and has alcohol or drugs in his/her system and is affected by such alcohol or drug in a detectable manner resulting in impaired performance of job duties and responsibilities.

"Premises" include vehicles owned by, or being driven on behalf of the Avon Lake Schools, as well as parking lots, playgrounds or other property owned or controlled by the Avon Lake Schools.

Employees who must hold CDL's to perform their job duties will be subject to pre-employment, return to duty and random drug and alcohol testing, in accordance with the Omnibus Transportation Employer Testing Act and applicable regulations.

In addition, the Board reserves the right to require any on duty employee to undergo medical testing for alcohol/drug use if it has reasonable suspicion to believe, based on specific contemporaneous and articulable observation of a qualified supervisor, that the employee is under the influence of alcohol/drugs while on duty or has used such substances on Board property, or if the employee is involved in a work-related accident resulting in physical injury or injury to property. Supervisors and an ALEA representative from each building will receive formal training. The ALEA will be notified if any bargaining unit member is charged with being "under the influence" and may accompany the employee to testing if requested by the employee.

The types of test that may be used include breathalyzer and urinalysis. No medical test will be administered without the written consent and release of the employee. A refusal to submit a written consent to medical testing under the conditions outlined in the Article or a confirmed positive test result may result in disciplinary action, in accordance with the terms of O.R.C. 3319.16. The employee may also be required to participate in a rehabilitation program monitored by the Board. Employees may seek referral to the Employee Assistance Program and may use sick or personal time to attend such programs.

All laboratories selected to conduct the analysis, including the Board's primary contractor, and any lab used for confirming tests, must be experienced and capable in the areas of quality control, documentation, chain of custody, technical expertise, and have a demonstrated proficiency in testing. A test is considered "positive" only after two testing procedures are completed. Positive results will be reviewed by a physician (medical review officer), who will offer to discuss results with the employee prior to issuing the finding to the Employer.

Employees taken to testing will be paid at their regular rate for all travel time and all hours required at the testing site.

Violations of the Agreement will result in severe disciplinary action, up to and including immediate termination in accordance with O.R.C. 3319.16, unless the employee uses the rehabilitation option described in this agreement. Any action against any employee for drug abuse offenses or alcohol offenses must be in accordance with the terms of the underlying Master Agreement and applicable law, in particular Ohio Revised Code Section 3319.16.

Where this Agreement has been violated, the employee may elect to seek rehabilitation through an approved treatment program, provided the employee is otherwise eligible for continuing employment. A re-entry agreement, which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of alcohol or any mind-altering substance, must be signed by any employee electing this rehabilitation option. Rehabilitation in lieu of discipline is available only one (1) time during any employee's tenure of employment. Rehabilitation, whether undertaken voluntarily or in lieu of discipline, shall be entirely at the employee's expenses, and without pay, except as such rehabilitation may be covered by applicable group health insurance plan terms, sick leave policies, or other leave of absence policies.

D. Required Staff Trainings

All bargaining unit members will complete mandated trainings in accordance with state and federal laws.

ARTICLE 42

LPDC (Local Professional Development Committee)

A. A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities. This is in accordance with O.R.C. 3319.22

B. Committee Composition and Selection

- (1) There shall be two committees, one representing K-6 and the other representing 7-12.
- (2) Each committee shall be comprised of four (4) ALEA members and two (2) administrators.
- (3) The ALEA members will be selected by the ALEA President and the administrators by the Superintendent. Appointments shall be made on or before April 1 for a term beginning with the subsequent school year.

a. Newly appointed members will begin to attend LPDC meetings following their April 1 appointment in order to begin their training.

b. An effort will be made to coordinate the appointment of members to the committee so that all buildings in the district will be represented.

- (4) Appointees will serve 2 or 3-year terms. The term will commence in August and terminate in June.
- (5) In the event of a vacancy, the committee member shall be replaced in accordance with established procedures (par. D.) within one month of the vacancy.

C. The LPDC shall elect officers for the positions of co-chairs and recording secretary through a majority vote of the committee members. Members must agree to hold this position for one school year. This election shall be held at the first regularly scheduled meeting of the LPDC after the April 1 selection date.

D. Training, Policies and Procedures

- (1) A copy of the policies and procedures of the LPDC and the Ohio State Department of Education guidelines will be distributed to each certificated/licensed employee.
- (2) ALEA members and administrators will be provided the necessary inservice/workshop needed to complete their IPDP (Individual Professional Development Plan).
- (3) Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's/certification/licensure.
- (4) If, during the course of carrying out committee responsibilities there is a requirement to have inservice or training, the Board of Education will reimburse all members of the LPDC. Costs include all registration fees, materials, travel, meals, accommodations and mileage.
- (5) Each committee member shall have completed training prior to the beginning of his/her term. Course work/training does not need to be repeated for subsequent terms.
- (6) In the event of a vacancy during the school year, the LPDC shall decide on an appropriate training plan for the replacement committee member. If the member has previously met the course work/training requirement, the plan will be waived.

E. Meetings and Compensation

- (1) Meetings shall be held as needed with dates to be chosen by LPDC.
- (2) The committee may also be convened by the request of two (2) committee members to deal with emergency situations.
- (3) If release time is not feasible, members shall be paid the hourly rate of .000678 of the base teachers salary.

F. Decisions and Appeals

- (1) A decision shall be considered approved by a majority vote of at least three members of the LPDC.
- (2) If any individual Professional Development Plan (IPDP), course, continuing education units or individual activities are not approved by the LPDC, the individual shall have the right to appeal as follows:
 - a. Any individual may resubmit a proposal to the LPDC in writing or in person.
 - b. If a teacher/administrator is not satisfied with the first step of the appeal process, she/he may request a meeting with the Superintendent and the ALEA President. If a consensus solution can be reached, it shall be considered a binding decision.

ARTICLE 43

Parental Concerns/Complaints

A. If an administrator receives a concern/complaint about a teacher from a parent, the administrator shall request that the parent discuss the matter with the child's teacher and give the teacher an opportunity to correct any possible error or misunderstanding that has occurred. The administrator shall inform the teacher (and the building administrator(s), if applicable) within one school day that the parent called. If a meeting is scheduled between a teacher and parent, either the teacher or the parent may request the principal/administrator be present. If such discussion has

already occurred and the parent remains dissatisfied, then the matter should proceed to Paragraph B below.

B. Should the parent's concern/complaint not be resolved to the parent's satisfaction, the parent may bring the concern/complaint to the principal/administrator. Should an office conference be held, the principal shall request, and may require, the teacher to be present. If the teacher is to be present for the meeting and unless the teacher requests otherwise, the meeting shall not take place until one school day after the principal has received the concern/complaint from the parent and so notified the teacher. The principal shall advise the teacher that she/he is not required to meet with the parent within the one school day period. Before the principal meets with the parent, with or without the teacher present, the principal shall have discussed the concern/complaint with the teacher. If the teacher is not present for the office conference, the principal shall report the outcome of the meeting to the teacher within one school day of the meeting.

C. If the parent's concern/complaint is still not resolved, the parent may bring the concern/complaint to the Superintendent of Schools, who will discuss the complaint with all parties concerned in an attempt to reach a resolution.

D. The teacher shall not be required to meet with the parent or accusing parties who threaten legal action or appear for a meeting with the teacher with legal or advocacy representation unless one school day has passed following the principal's receipt of the concern/complaint and notification to the teacher. The teacher shall have the right to Association representation and shall be afforded the opportunity to secure Association representation.

E. At any meeting(s) after the session described in Paragraph A is completed where the parent/guardian or student making the concern/complaint is present, the teacher shall be entitled to be accompanied by an ALEA member, Labor Relations Consultant, or legal counsel of her/his choice. In the event the parent objects, on grounds of confidentiality, to the presence of the teacher's representative, the teacher will have an opportunity to confer in advance with the Association representative.

F. For all the meetings set in accordance with Paragraph A, written generic ground rules shall be developed by the ALEA President or designee and the Superintendent or designee. These guidelines will be shared with all participants at the beginning of the meeting.

G. If after the above procedures are followed the statement of concern/complaint is deemed inaccurate, untimely, irrelevant, or incomplete, then any document(s) relating to the statement of concern/complaint will not be maintained as a portion of the teacher's file(s).

H. If after the above procedure is followed and the statement of concern/complaint is placed in the teacher's personnel file(s), the teacher shall be given a copy of the concern/complaint and given the opportunity to discuss it with the appropriate administrator(s). The copy of the concern/complaint placed in the teacher's professional file(s) shall be initialed by the teacher to show that the concern/complaint has been read. Further, if the teacher wishes, she/he may file her/his own statement with reference to the concern/complaint at issue and have it attached thereto.

I. Refusal by a teacher to initial the concern/complaint does not prevent the filing of that concern/complaint in the teacher's personnel file(s); however, the administrator(s) must indicate on the concern/complaint that the teacher has seen the concern/complaint, has received a copy of the concern/complaint and has refused to initial the concern/complaint.

J. No anonymous concern/complaint shall be maintained in any teacher's file(s).

K. The filing or registering of a concern/complaint will not affect the treatment of the complainant's child or children by the affected teacher or any other member of the faculty.

ARTICLE 44

Professional Evaluation Procedure - P.E.P.

A. The negotiated teacher procedure and related forms are included in the teacher Professional Evaluation Procedure - P.E.P. (Appendix D)

B. The administration will not require teachers to submit their lesson plans on a regular basis. However, the administration may request to review lesson plans occasionally as needed. Lesson plans will be made available for use in data analysis and curriculum revision in the district.

ARTICLE 45

Tutors and Long-Term Substitute Teachers

A. Tutors shall be employed under annual contracts for the number of days specified in each tutor's contract. Home Instruction Tutors will be used on an as needed basis and will be compensated by the approval of submitted time sheets.

- (1) Tutors shall be compensated according to Section I of the Teachers Salary Schedule. Intervention Specialist Tutors whose responsibility includes writing and implementing IEP's shall receive an annual stipend of \$500 paid out in two equal payments in January and June. The rates of compensation for Home Instruction Tutors will be:
 - (a) For newly hired employees or current tutors, the hourly rate of a first year tutor
 - (b) For a teacher, the staff development rate in Article 23
- (2) Tutors shall be on a separate seniority list from teachers. Home Instruction Tutors will not be included on the tutor seniority list.
 - (a) Tutor seniority shall be determined by the length of continuous service by the individual tutor in the bargaining unit. If two or more tutors have the same length of continuous service, then seniority will be determined by:
 - (i) The date of the Board meeting at which the tutor was initially hired
 - (ii) The date on which the tutor signed his or her initial annual contract with the District
 - (iii) By lot
 - (b) Following the annual expiration of the tutor contract, tutors shall be eligible for rehire only to like positions. Tutors will fill out a Statement of Intent Form. The Board will make every effort to notify tutors by April 30 of the current school year of the potential for reemployment for the following school year. Tutors will be rehired to fill vacant positions according to seniority.

(3) **Medical, Prescription, Dental and Vision Insurance**

Any tutor who is employed for 15 or more hours per week shall have the opportunity to obtain insurance coverage available to regular full-time teachers at the rate of 50% of the appropriate premium.

- (4) The following articles only shall apply to tutors:

Article 1 Recognition

Article 2	Negotiation Procedures
Article 3	Grievance Procedure
Article 4	Association Rights
Article 5	Board of Education Rights
Article 6	Sick Leave (with the exception of paragraph H and I)
Article 7	Leaves of absence, paragraph E (1) (a) and (b) only
Article 8	Adoption Leave
Article 9	Personal Leave, paragraph I only
Article 10	Assault Leave
Article 11	Jury Duty
Article 12	Payroll Deduction
Article 13	Compensation Procedures (with the exception of paragraphs B and C)
Article 14	Tax Sheltered Annuities
Article 16	Personnel Files
Article 19	Mileage
Article 21	School Calendar
Article 23	Professional Development Compensation
Article 25	Insurance, paragraph B only
Article 26	Supplemental Contracts
Article 29	Equal Opportunity Clause
Article 30	Employer "Sheltering" of Retirement Contributions
Article 32	Sovereign Immunity/Liability Insurance
Article 33	District Advisory Committee
Article 38	Regular Part Time Teacher, paragraphs A, B, E, and F only
Article 41	Safe and Healthy Schools
Article 43	Parental Concerns/Complaints
Article 45	Tutors and Long-Term Substitute Teachers
Article 46	Collaborative Issue Resolution
Article 47	Effects of the Master Contract

B. A long-term substitute teacher is defined as a substitute who is replacing a regular teacher on leave in one specific position for more than sixty consecutive workdays.

- (1) Salary placement for the long-term substitute teacher is accomplished according to the following guidelines:

- (a) If the long-term substitute teacher is not a retiree of the Avon Lake City School District, the long-term substitute will be compensated at the rate paid by the board for casual substitute teachers for the first ten days served in the position. From days 11 through 60, the long-term substitute teacher will earn an additional five dollars per day. Beginning with the sixty-first day of service in a specific position, the long-term substitute teacher will be paid at the per diem rate of a first year teacher at step zero at the level specified in Article 27 A. If the long-term substitute teacher is required to use a sick day during the initial 60 school days of employment, the sick day is not included in the sixty days necessary to advance in salary placement; advancement will occur as soon as the teacher has completed 60 days of service, whether or not these days are consecutive. If a long-term substitute is replacing a regular teacher who teaches an extra period at Avon Lake High School, the long-term substitute will be compensated for that extra period. Rate of pay will be 1/9 of substitute pay for the first 60 days. Beginning with the sixty-first day of service, the long-term substitute will be paid 1/9 of their per diem rate of pay for teaching an extra period.

- (b) If the teacher that the long-term substitute replaces extends his/her leave beyond the original one year, the long-term substitute teacher's service will be considered continuous and the 60 day service requirement will be understood to have been fulfilled in the first year of service.

- (c) If a tutor accepts a long-term substitute teacher position, he or she will be compensated during the initial 60 days of service in the position as described above in paragraph B section (1) (a) or at the tutor per diem rate, whichever is larger. This compensation is a per diem compensation, not an hourly compensation. The workday will follow the long-term substitute schedule and not the tutor schedule.

- (d) If the long-term substitute teacher is a retiree of the district, he or she will be compensated at the per diem rate at step five and the level of education obtained at retirement starting the first day of employment in the position.
- (2) The long-term substitute teacher is entitled to all of the rights of the bargaining unit member whom he or she is replacing except for the following:
- (a) The long-term substitute is not eligible for any layoff/recall rights (Article 18), accrued sick leave (Article 6 E), Severance Pay/Retirement incentive (Article 20)
 - (b) The employment of a long-term substitute teacher is deemed automatically concluded at the end of his or her term of service without the need for compliance with the evaluation and non-renewal provisions of Articles 31 and 44 unless the teacher is re-employed for or assigned to a specific teaching position for the succeeding year. A teacher employed as a substitute for one hundred twenty days or more during a school year and re-employed for or assigned to a specific teaching position for the succeeding year shall receive a contract as a regular teacher if the substitute meets the local educational requirements for the employment of regular teachers (Ohio Revised Code 3319.10). They will not be required to attend New Teacher Orientation in the succeeding year if they attended it in the previous year; however, for seniority purposes, their start date as a regular teacher will be considered the date of the New Teacher Orientation the first year they are employed as a regular teacher (effective 08/01/2013).
 - (c) The long-term substitute teacher is not entitled to the provisions of Article 6 E.
- (3) The following articles of the Master Contract are not considered to be in effect until the sixty-first day in the position: Personal Leave (Article 9) and Insurance (Article 25).

ARTICLE 46

Collaborative Issue Resolution

Any issue that is not covered under current contract language will be brought to the attention of the Superintendent/designee and the ALEA President/designee to be resolved collaboratively. The Superintendent/designee and ALEA President/designee may refer the parties to an internal/external mediator (e.g. Employee Assistance Program or Federal Mediation and Conciliation Services) if necessary.

ARTICLE 47

Effects of the Master Contract

A. The term of this Master Contract shall be July 1, 2015 through and including June 30, 2018.

B. This Master Contract represents the full understanding between the parties and replaces all previous agreements between the Board and the Association. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and ratified by the parties.

Subject to the provisions of paragraph (E) of this Article, neither the Board nor the Association shall be obligated to negotiate with respect to any subject or matter until negotiations for a new Master Contract are commenced in accordance with Article 2.

The Board shall distribute an electronic copy of the new Master Contract to the Association.

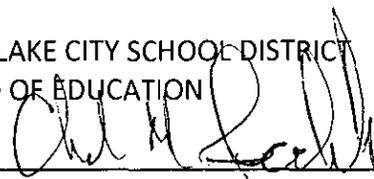
C. If any provision of this Master Contract is deemed invalid by a court of competent jurisdiction, the parties will meet during the term of this agreement to negotiate regarding changes in the invalidated provision, within 30 days, upon demand of either party.

If, during the term of this Contract, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition within sixty (60) days by demand of either party.

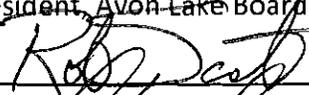
D. With the exceptions as delineated in Ohio Revised Code §4117.10(A), the provisions of this Master Contract shall supersede, control and govern the relationship of the parties in place of the provisions of Ohio law.

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

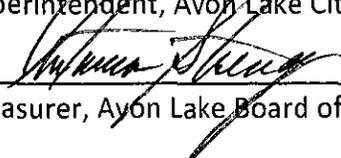
AVON LAKE CITY SCHOOL DISTRICT
BOARD OF EDUCATION



President, Avon Lake Board of Education



Superintendent, Avon Lake City Schools



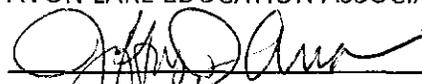
Treasurer, Avon Lake Board of Education

The above, Treasurer of the Board of Education of the Avon Lake School District, Lorain County, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Years 2016, 2017 and 2018 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

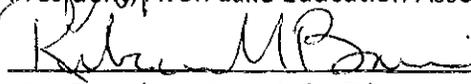
The above, Treasurer and President of the Board of Education of the Avon Lake School District, Ohio, and the Superintendent of Schools of the Avon Lake School District, Lorain County, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including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

This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

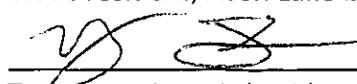
AVON LAKE EDUCATION ASSOCIATION



President, Avon Lake Education Association



Vice President, Avon Lake Education Association



Treasurer, Avon Lake Education Association

Dated March 31, 2015

APPENDIX A

AVON LAKE CITY SCHOOLS Supplemental Salary Schedule PAYMENT CALENDAR

Position	Payment	Payment Date
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CLUBS

HS AFS*	P	EVERY PAYDATE
HS Core Team*	P	EVERY PAYDATE
HS FBLA	P	EVERY PAYDATE
Freshman Class	P	EVERY PAYDATE
Sophomore Class	P	EVERY PAYDATE
Junior Class	P	EVERY PAYDATE
Senior Class	P	EVERY PAYDATE
HS Math/Science	P	EVERY PAYDATE
HS Model UN	P	EVERY PAYDATE
HS Asst. Model UN	P	EVERY PAYDATE
HS NHS	P	EVERY PAYDATE
MS Olympics/Mind*	P	EVERY PAYDATE
MS Power of Pen	P	EVERY PAYDATE
MS Math Counts	P	EVERY PAYDATE
HS Pep Club	P	EVERY PAYDATE
HS Ski Club	S	END FEB
MS Ski Club	S	END FEB
HS SADD	P	EVERY PAYDATE
HS Varsity Club	P	EVERY PAYDATE
HS Student Council	P	EVERY PAYDATE
HS Teen Institute*	P	EVERY PAYDATE
HS Teens in Action*	P	EVERY PAYDATE
HS Drama	P	EVERY PAYDATE
MS Drama*	P	EVERY PAYDATE
MS Student Council	P	EVERY PAYDATE
ES Student Council	P	EVERY PAYDATE
HS Acad. Challenge	S	EVERY PAYDATE
HS NEHS	P	EVERY PAYDATE
HS NFHS	P	EVERY PAYDATE
HS Diversity Awareness	P	EVERY PAYDATE
HS Renaissance	P	EVERY PAYDATE
HS Community Service	P	EVERY PAYDATE
HS Science Olympiad	P	EVERY PAYDATE
HS For. Language Club	P	EVERY PAYDATE
Environmental Club	P	EVERY PAYDATE
Key Club	P	EVERY PAYDATE
Healthy Kids	P	EVERY PAYDATE
VICA (OWE Club)*	P	EVERY PAYDATE
Kids in Comm. Svc.	P	EVERY PAYDATE

PAYMENT PLAN S = SEASONAL LUMP SUM P = PRORATED EACH PAY Y = YEARLY LUMP SUM Q = QUARTERLY H = HALVES

IMPORTANT NOTE Any individual who is not a regular school employee of the district holding a supplemental contract will be paid yearly at the end of the season or year upon written notification from his/her immediate supervisor that the individual has satisfactorily completed his/her assignment.
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INTRAMURALS

Fall	S	END NOV
Winter	S	END FEB
Spring	S	END MAY

PUBLICATIONS

HS Newspaper	P	EVERY PAYDATE
HS Yearbook	P	EVERY PAYDATE
Publications	P	EVERY PAYDATE
TV Production	P	EVERY PAYDATE
District Calendar	Y	END AUG

APPENDIX A

AVON LAKE CITY SCHOOLS Supplemental Salary Schedule PAYMENT CALENDAR

Position	Payment	Payment Date
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MUSIC

Marching Band	P	EVERY PAYDATE
Asst. Marching Band	S	END OCT
HS Concert Band	P	EVERY PAYDATE
HS Pep Band	P	EVERY PAYDATE
HS Majorettes	S	END OCT
HS Guard Advisor	S	END OCT
HS Percussion Instructor	S	END OCT
Instrumental	P	EVERY PAYDATE
Vocal	P	EVERY PAYDATE
HS Merples	P	EVERY PAYDATE
HS Vocal Jazz*	P	EVERY PAYDATE

ATHLETICS

HS Head Football	S	END OCT
HS Asst. Football	S	END OCT
Frosh Football	S	END OCT
Asst. Frosh Football	S	END OCT
MS Head Football	S	END OCT
MS Asst. Football	S	END OCT
HS Head Basketball	S	END FEB
HS Asst. Basketball	S	END FEB
Frosh Basketball	S	END FEB
MS Basketball (boys)	S	END FEB
MS Basketball (girls)	S	END MAR
HS Head Wrestling	S	END FEB
HS Asst. Wrestling	S	END FEB
Frosh Wrestling	S	END FEB
MS Wrestling	S	END FEB
MS Asst. Wrestling	S	END FEB
HS Head Hockey	S	END FEB
HS Asst. Hockey	S	END FEB
HS Head Swimming	S	END FEB
HS Asst. Swimming	S	END FEB
MS Swimming*	S	END FEB
HS Head Baseball	S	END MAY
HS Asst. Baseball	S	END MAY
Frosh Baseball	S	END MAY
HS Head Softball	S	END MAY
HS Asst. Softball	S	END MAY
Frosh Softball	S	END MAY
MS Softball	S	END MAY
HS Head LaCrosse	S	END MAY
HS Asst. LaCrosse	S	END MAY
HS Head Track	S	END MAY
HS Asst. Track	S	END MAY
Frosh Track*	S	END MAY
MS Head Track	S	END MAY
MS Asst. Track	S	END MAY
HS Cross Country	S	END OCT
HS Cross Country Asst	S	END OCT
MS Cross Country	S	END OCT
MS Cross Country Asst	S	END OCT
HS Head Tennis	S	GIRL'S:END OCT/BOY'S END MAY
HS Asst. Tennis	S	GIRL'S:END OCT/BOY'S END MAY
HS Head Golf	S	END OCT
HS Asst. Golf	S	END OCT

APPENDIX A

AVON LAKE CITY SCHOOLS
Supplemental Salary Schedule
PAYMENT CALENDAR

Position	Payment	Payment Date
HS Head Soccer	S	END OCT
HS Asst. Soccer	S	END OCT
HS Head Volleyball	S	END OCT
HS Asst. Volleyball	S	END OCT
Frosh Volleyball	S	END OCT
MS Volleyball	S	END OCT
HS Weightlifting*	Q	11/15, 2/15, 6/15, 8/15
HS Summer Cond.*	S	END AUG
HS Open Gym*	S	END AUG
HS Gymnastics*	S	END FEB
HS Fall Cheerleader	S	END OCT
HS Wnt Cheerleader	S	END FEB
MS Cheerleaders	H	END OCT/END FEB
HS Asst. Cheerlrs	S	END OCT/END FEB
HS Condition. Coord.	Q	11/15, 2/15, 6/15, 8/15
HS Summer Bball*	S	END AUG
HS Athletic Supv.	S	END FEB
MS Athletic Supv.	H	END OCT/END FEB
Other Activities		
MS Outdoor Ed. Supv.*	Y	UPON COMPLETION
District Newsletter*	P	EVERY PAYDATE
ES AV Coord*	P	EVERY PAYDATE
HS/MS AV Coord*	P	EVERY PAYDATE
HS Dept. Chair.	P	EVERY PAYDATE
MS Team Leader	P	EVERY PAYDATE
ES Grade Lvl. Chair.*	P	EVERY PAYDATE
Photographer*	P	EVERY PAYDATE
Safety Patrol	P	EVERY PAYDATE
Ed. Options Prog. Coord.	P	EVERY PAYDATE
Mentor Teacher	P	EVERY PAYDATE
Curr. Coordinator*	P	EVERY PAYDATE
8th Grade Trip	Y	UPON COMPLETION
Building Tech. Coord.	P	EVERY PAYDATE
Extended Service		
HS Counselor	P	EVERY PAYDATE
MS Counselor	P	EVERY PAYDATE
OWE/OWA Coord*	P	EVERY PAYDATE
New Teachers*	Y	UPON COMPLETION

* Approved position, not presently filled

APPENDIX B

DISTRICT ADVISORY COMMITTEE BYLAWS

NAME

The District Advisory Committee

PURPOSE

The purpose of the committee should be to investigate, study, and arrive at a consensus solution to mutual problems affecting Association-Management relations.

REPRESENTATION

The committee shall be comprised of five administrators and five teachers. The committee shall include four representatives from the four different elementary buildings, two administrators and two teachers. The committee shall also include one teacher and one administrator each from the intermediate, middle and high school. The committee should not include the Superintendent of Schools, the President of ALEA, a Board of Education member, or the OEA Uniserv advisor. The Federal Mediator is welcome whenever he/she is able to attend.

DURATION

Each member shall serve two years with no more than five new members during any year. In a given year, one teacher and one administrator at the elementary level will be replaced by one administrator and one teacher at the elementary level in order to maintain the same ratio of administrators to teachers and to rotate the building representation between teacher and administrator. An effort should be made not to change both teacher and administrative representatives from the Intermediate, Middle and High School level during any year.

REPORTING

Minutes will be kept from each meeting and taken on a rotating basis by all members. Copies will be circulated among members of the committee and corrected by mutual consent. Reports of the meetings will take place through the administrative team meetings and through the ALEA Representative Assembly.

GENERAL GUIDELINES

- Committee effectiveness training shall be provided by the Federal Mediation and Conciliation Service as needed.

- Decisions shall be reached by consensus after discussion with all concerned parties. Once decisions are reached, they are binding, providing that they adhere to provisions in current ALEA and OAPSE Master Contracts, Memorandums of Understanding and adopted Board Policies. Since solutions will be binding, communication with all concerned parties during the decision-making process is extremely important!
- No grievances shall be discussed and no bargaining shall take place.
- To assure that appropriate concerns are presented to the committee, specific time should be allotted for monthly staff meetings. If the concern is not resolved in an individual discussion, the concern can be discussed at the regularly scheduled whole staff meeting. Concerns or problems generated at the staff meeting can then be referred to BAT teams for resolution. Concerns which apply to more than one building will be referred to the District Advisory Committee.
- Concerns of both administration and teachers must be presented through this committee.

AD HOC COMMITTEES

Ad hoc committees should be established on an as-needed basis to be determined by the District Advisory Committee. The chairperson of the committee should be someone from the DAC. The number of members and the make-up of the committee should be determined by the District Advisory Committee. It is not necessary for equal membership or, in some cases, for any administrator to be on all committees.

The charge of the committee and an approximate time line should be written down in the minutes of the District Advisory Committee and shared with all members of the committee.

Minutes should be kept at all ad hoc committee meetings and reports made to the DAC at appropriate times. A consensus should be reached if at all possible, but under any circumstances, a final written summary and oral presentation should be made to the District Advisory Committee.

CONFIDENTIALITY

All members of the District Advisory Committee will respect the professionalism of their fellow members and the confidentiality of the information and opinions shared at the meetings. General statements of concern may certainly be discussed, but names should not be attached to specific comments.

APPENDIX C
BUILDING ADVISORY TEAM (BAT)
Operating Procedures

PURPOSE: The BAT is designed to facilitate constructive communication and provide a vehicle for discussion of building level ideas, proposals, issues of concern, and topics of interest.

- (1) Each building shall have a BAT.
 - a. The BAT chair from the proceeding year will be responsible for soliciting volunteers for the new school year.
 - b. The composition of the BAT will be in place by September 15. A schedule of BAT meetings for the school year and a committee roster shall be distributed to the entire building staff. This should take place within 48 hours of the first meeting.
- (2) BAT members shall be a representative group of volunteer certificated staff members and the building administrator. At the high school level there may be a need to allow for several administrators to participate on the BAT committee.
- (3) BAT members shall volunteer to serve on this team for the entire school year. They may choose to volunteer to serve the following year.
- (4) The BAT chairperson shall be an ALEA member chosen by consensus of the committee at the first BAT meeting.
- (5) The BAT chairperson shall be designated the staff spokesperson during her/his term of office.
- (6) BAT groups shall meet on a monthly basis. Additional meetings can be scheduled when the committee reaches consensus.
- 7) Meeting agendas shall be developed through joint efforts by the chairperson and one administrator. Staff members should submit agenda items to a member of BAT at least five (5) days before the scheduled meeting. Emergency items may be added to the agenda at the discretion of the chairperson.
- (8) Meetings shall be canceled, when appropriate, jointly by the BAT chairperson and one administrator.
- (9) Meeting minutes shall be reported in writing to the entire building staff within three days of said meeting.

**APPENDIX D
EVALUATION OF PROFESSIONAL STAFF
(Teachers)**

The PEP Overview

The forms and graphics in this manual include adaptations of publications created by the Ohio Department of Education and Indiana Department of Education as well as those created entirely by Avon Lake City Schools.

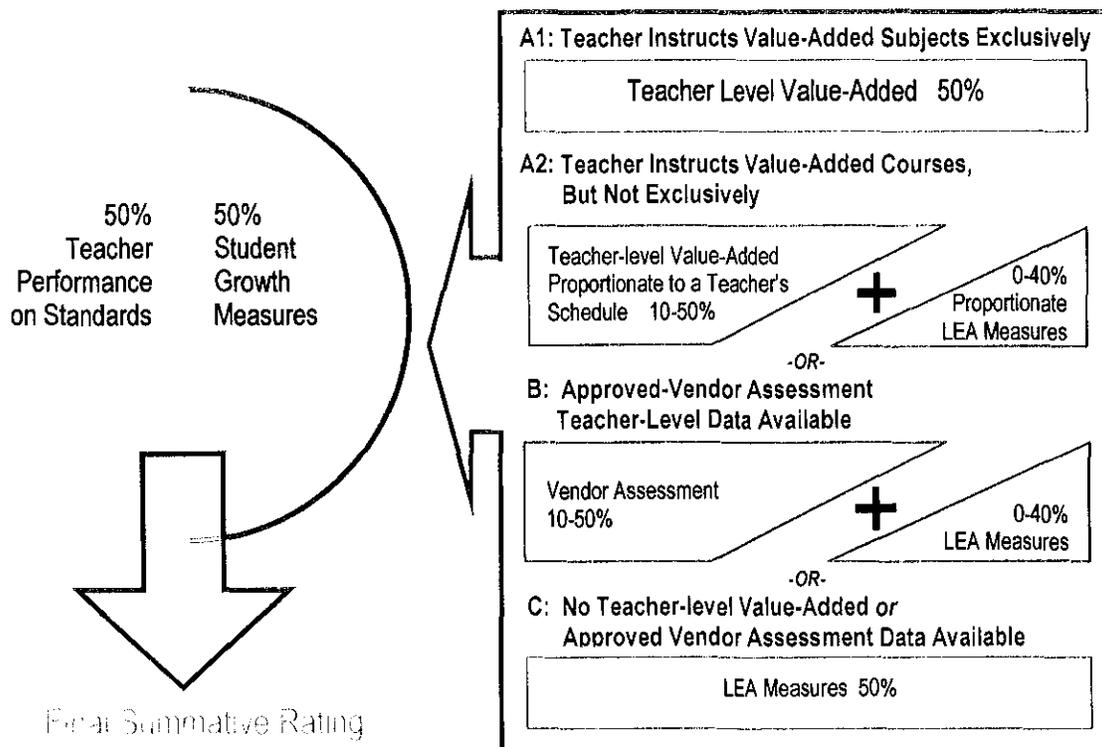
The Ohio Teacher Evaluation System (OTES) is divided into two components: **(1) Teacher Performance on Standards** (utilizing iObservation) and **(2) Student Growth Measures**. Each component counts for 50 percent of the teacher's overall evaluation score. When both components are combined, a summative performance rating of Accomplished, Skilled, Developing or Ineffective will be assigned to every teacher.

Under the Student Growth Measures, teachers are divided into four categories:

- Category A1: Teachers for whom teacher-level value added data is available for all subjects taught
- Category A2: Teachers for whom teacher-level value added data is available for some subjects taught
- Category B: Teachers for whom data from an assessment that is on the ODE Vendor Approved List is available
- Category C: Teachers for whom no teacher-level value-added or vendor assessment data is available

Avon Lake will use 50% Value Added Data for category A1 teachers. Avon Lake will use Value Added Data for category A2 teachers proportionate to their schedule. Avon Lake will use 50% District Approved MAPS, Assessment Data for category B teachers. Avon Lake will use 50% District Approved Student Learning Objectives for category C teachers.

Student Growth Measures

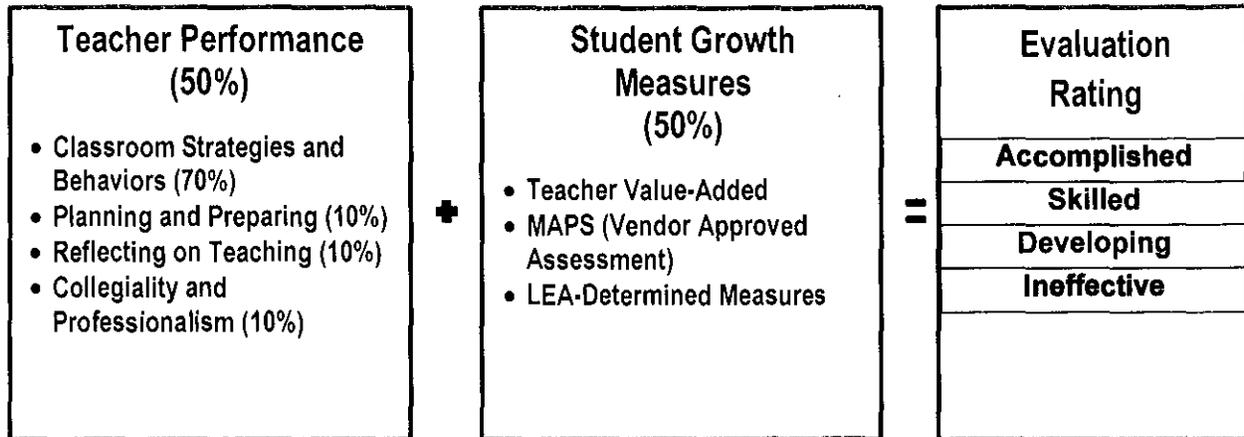


- Accomplished Skilled Developing Ineffective

**APPENDIX D
EVALUATION OF PROFESSIONAL STAFF
(Teachers)**

**How does the Student Growth Measures component fit
into the evaluation framework?**

Teacher performance and student growth measures are combined
in a summative teacher evaluation rating:



Each component's sub-scores are combined on the lookup table to determine rating:

**APPENDIX D
EVALUATION OF PROFESSIONAL STAFF
(Teachers)**

Original Teacher Evaluation Framework (50 + 50)

Ratings and Points

Student growth	Performance	Final summative rating
• Most Effective (5) 600	• Accomplished (4) 600	• Accomplished 500-600
• Above Average (4) 400	• Skilled (3) 400	• Skilled 300-499
• Average (3) 300	• Developing (2) 200	• Developing 100-299
• Approaching Average (2) 200	• Ineffective (1) 0	• Ineffective 0-99
• Below Average (1) 0		

Example #1. Grade 4 A2 Teacher

Mr. Wilson teaches Grade 4 and is an "A2" teacher (who teaches Value-Added courses, but not exclusively). He is using Value-Added and vendor assessments for his student growth measures. He has four different measures that need entered into eTPES (three for student growth and one for performance):

Measure	Rating	Points	Percentage or Weight	Calculation of Applied Points
Student Growth Measures 50%	Value-Added Below Average (1)	0	25%	0
	Vendor Assessment (Science) Above Average (4)	400	12.5%	50
	Vendor Assessment (Social Studies) Average (3)	300	12.5%	37.5
Performance 50%	Developing (2)	200	50%	100
Final Summative Rating				188 corresponding to Developing

Using the new formula, eTPES will calculate the final summative rating by multiplying the points for each measure by the measure's weight, and then summing the applied points:

$$(0 * 25\%) + (400 * 12.5\%) + (300 * 12.5\%) + (200 * 50\%) = 187.5$$

APPENDIX D
EVALUATION OF PROFESSIONAL STAFF
(Teachers)

What is a Student Learning Objective (SLO)?

An SLO is a measure of a teacher's impact on student learning within a given interval of instruction. The SLO should be a measurable, long-term academic goal supported by available data that a teacher or teacher team sets at the beginning of the year. The SLO can be created for all students or for subgroups of students. The teacher(s) and students work toward the SLO growth targets throughout the year and use interim, benchmark, summative, and formative assessments to determine progress toward the goal. At the end of the year, the teacher(s) meet with a principal or building team to discuss attainment of the SLO and determine the teacher's impact on student learning. The Ohio Improvement Process is an integral part of this process in the development of SLO's, common assessments that check for understanding along the way, and final analysis of growth as a function of Teacher Based Teams.

High-quality SLOs include the following:

- ✓ **Baseline and Trend Data.** *The SLO data should summarize student information (test score from previous years, results of preassessments), identify student strengths and weaknesses, and review trend data to inform the objective and establish the amount of growth that should take place.*
- ✓ **Student Population.** *The students, course, grade level, and number of students should be included in the objective.*
- ✓ **Interval of Instruction.** *The duration of the course that the SLO will cover should include the start and end dates.*
- ✓ **Standards and Content.** *This section should explain the content, skills, and specific standards to which the SLO is aligned. All SLOs should be broad enough to represent the most important learning or overarching skills, but narrow enough to be measured.*
- ✓ **Assessments(s).** *The assessment selection should be reviewed by content or grade-level experts or, in cases where an appropriate assessment does not exist, created at the Teacher Based Team level. The assessment(s) should effectively measure course content and have sufficient "stretch" so that all students may demonstrate learning.*
- ✓ **Growth Targets.** *The target for student growth should reflect high expectations for student achievement that are developmentally appropriate. The targets should be rigorous yet obtainable. The target can be tiered for specific students in the classroom to allow all students to demonstrate growth. Growth targets will be determined by examining the mean trend data and establishing a mean target to represent expected growth. Not meeting this target will constitute below expected growth. Exceeding this target will constitute above expected growth. Growth will be determined through measurable growth from the beginning to the end of the course through pretest and posttest. Pretests may be written or computer generated, or may be through rubrics of performance.*
- ✓ **Rationale for Growth Targets.** *High quality SLOs include strong justifications for why the goal is important and achievable for this group of students. Rationales should draw upon assessment, baseline and trend data, student outcomes, and curriculum standards and should be aligned to broader school and district goals. Growth targets should reflect measurable improvements in attainment of the standards.*

APPENDIX D
EVALUATION OF PROFESSIONAL STAFF
(Teachers)

Setting SLOs: Steps for Teachers and Evaluators

The Ohio Department of Education (ODE) recommends that teachers and SLO evaluators use the following steps to complete the SLO process.

Step 1: Gather and review available data

Step 2: Determine the interval of instruction and identify content

Step 3: Choose assessments and explain the growth target

Step 4: Submit your SLO and prepare for approval and review

Step 5: Final scoring of the SLO and determination of Growth Rating

The development and scoring of SLO's must be a process of the Teacher Based Teams.

APPENDIX D
EVALUATION OF PROFESSIONAL STAFF
(Teachers)

Steps for Setting Student Learning Objectives

Step 1: Gather and review available data

Identify the student population of focus for the SLO. In this step, teachers should outline the student population to which the SLO will apply. This step can take on many different forms. An important note: Teachers should try to cover as many students as possible in their SLO. The student population will be based largely on what courses the teacher teaches and the results of the data analysis.

1. **Course-level SLOs:** *A teacher with three English I classes can write one SLO for all three classes. Another teacher may have three prep periods (e.g., algebra 1, geometry, algebra 2), in which case, the teacher could develop a separate SLO for each course taught. A teacher may choose to create one SLO for two different courses or create two SLOs for one course.*

2. **Tiered targets within a course-level SLO:** *A teacher should consider developing tiered targets if the pretest data shows a wide range of skill and ability in student performance. If most of the class is deficient in a necessary skill, but a handful of students have already mastered the skill, a teacher might develop tiered targets for the students who are deficient in the skill and a separate tiered target for the students who have already mastered the skill.*

Student Population Guiding Questions:

1. Will this SLO apply to all students, or a subset of students?
2. Which students will be included in this SLO?
3. Does this SLO address all or a subgroup of students?

Determining Students' Starting Points: Ensuring that the assessments used for Student Learning Objectives are high quality will help ensure that the teachers get an accurate picture of what students know, understand, and can do at the end of a course or school year. Yet, in order to assess the extent to which students' learning progressed over the duration of a year or course, teachers must also have an accurate picture of where their students began. An important component of the Student Learning Objective process, therefore, is collecting evidence on what students already know and understand, and the types of skills they already possess – in other words, determining their starting points. This can be accomplished through a beginning of course assessment, fall benchmark, or beginning of course performance rubric. Knowing students' starting points lets teachers set learning objectives that are both ambitious and feasible for the students in their class. Factoring students' starting points into Student Learning Objectives enables teachers and evaluators to determine the amount of progress students made during the year.

APPENDIX D
EVALUATION OF PROFESSIONAL STAFF
(Teachers)

Step 2: Determine the interval of instruction and identify content

Determine the interval of instruction. Also included in an SLO is the time period during which the educator expects growth to occur. The interval of instruction should be the length of the course (i.e., year long, semester long). For example, an elementary school mathematics class might meet every day, so the interval of instruction would be the duration of the academic year. The interval of instruction for some high school classes, for instance, might be a semester. The interval of instruction should be an adequate time for the expected growth to occur. The educator should also note when preassessments, postassessments, and midyear evaluations will be administered.

Determine the specific content and standards addressed by the SLO. Based upon the data analysis, this section of the SLO should articulate the specific concepts or skills that the students will gain during the course. The content or skill area should represent the essential learning of the course such as key skills or overarching content and should be selected based upon the identified areas from the data analysis. The educator should also indicate the specific standard(s) that align with the SLO.

Guiding Questions for Content and Standards:

1. What national or state standards are addressed by the course?
2. What are the essential skills and content knowledge that students will need in order to be successful next year?
3. What are the specific academic essential standards this SLO will target?
4. Why is this skill or content knowledge important?

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Step 3: Choose assessments and set the growth target(s)

The next step is to identify an appropriate assessment. The assessment should be reviewed by the district committee of teachers and administrators for approval as a part of the SLO process. When choosing an appropriate assessment, the items on the test should cover all key subject and grade-level content standards.

Assessments do not need to be pencil-and-paper tests, but can be performance based assessments as well. Educators are encouraged to select the assessment(s) that are most appropriate for **measuring student growth** in the subject area of the SLO. The SLOs should be developed through teacher based teams.

Assessment options include:

- Performance-based assessments, such as presentations, projects, and tasks scored with a rubric
- Portfolios of student work scored by an approved rubric
- Results of subject or grade-level specific district-created tests
- District Approved Vendor Assessments (MAPS)

Assessment(s) Guiding Questions:

1. Is this assessment the best way to measure student progress toward the objective?
2. Does the assessment allow all students to demonstrate developmentally appropriate growth?
3. Do these assessments follow state and district guidelines?
4. If planning to use multiple assessments to measure growth, how will the measures be combined?
5. How will you ensure that the assessments are graded in a fair and unbiased manner?
6. Will multiple teachers use the same assessments to ensure comparability?

When identifying assessments, educators should keep in mind that assessments must:

- Be aligned to national or state standards and to the SLO growth target (meaning that it measures the skills or content addressed by the SLO).
- Be reliable, meaning that the assessment produces accurate and consistent results.
- Be a valid measure, meaning that the assessment measures what it is designed to measure.
- Be realistic in terms of the time required for administration.
- See Appendix A through D to insure SLO meets district and state requirements.

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Step 3: Choose assessments and set the growth target(s)

When multiple educators adopt the same SLO, it is required that all educators adopt the same assessment measures to ensure that student progress is measured the same way and under the same testing conditions.

Develop the SLO growth target(s). Within the *SLO Template*, the educator should write a brief yet specific growth target for students that align with state or national standards, district priorities, and course objectives. These growth targets should include specific indicators of growth; such as percentages or questions answered correctly that demonstrate an increase in learning between two points in time. The target can be tiered for specific students in the classroom to allow all students to demonstrate growth or the target can be equally applicable to all students in a class, grade, or subject (see appendix F). This target should be rigorous, yet obtainable, as determined by the baseline or pretest data. Below are examples of acceptable and unacceptable growth targets. The acceptable growth targets allow the teacher to demonstrate growth for *all* students while the unacceptable SLOs focus solely on student mastery.

Acceptable SLO Growth Target		Unacceptable SLO Growth Target
Using the American Government preassessment, all students will meet their target score:		Students scoring 80 or lower on the preassessment will increase their scores by at least 10 points. Any students scoring 81 or higher on the preassessment will maintain their scores. (This is unacceptable for two reasons: (1) teachers must aim to bring students up to proficiency, so those students that are scoring at 50 need to make greater gains than only 10 points to reach proficiency; (2) teachers must aim to grow all students, so those students scoring high on the preassessment need to be challenged with a higher goal and likely an additional assessment to illustrate their growth.)
Preassessment Baseline Score Range	Target Score on End-of-Year Portfolio	
20-30	70	
31-50	80	
51-70	90	
71-85	90 + score of 85 or higher on capstone project	
86-95	95 + score of 90 or higher on capstone project	

Explain the rationale for the growth target(s). High-quality SLOs include strong justifications for why the growth target is appropriate and achievable for this group of students, the rationale should be a precise and concise statement that describes the student needs and refers to the evidence that informed the creation of targets. When applicable, rationales should also reference school and district goals or priorities.

Rationale for Growth Target Guiding Questions:

1. How will this target address student needs?
2. Why is this target important?
3. What baseline data informed this target?
4. How does this target relate to school and district goals and priorities?
5. How will attainment of this target help the student learn necessary content for future grade levels?

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Step 4: Submit your SLO and prepare for approval and review

Prepare to submit your SLO. Prior to submitting an SLO, the educator should do a final comparison with the SLO Template Checklist in Appendix A of this document. Once the educator has created his or her SLO, he or she should submit it for review by the district SLO committee. Educators should expect to receive feedback on the rigor and completeness of the SLO from the committee by October 31st of the current school year. If the SLO is not approved, the educator will have ten days to complete requested revisions and then resubmit the SLO. Submitted for approval by September 30.

Initiate building committee review discussions and approval. The committee should be prepared to engage in a meaningful discussion with teachers on their SLO(s) if they have questions about the content or growth target. As the committees prepare for these discussions, it is important to note that all criteria identified in the *SLO Template Checklist* (See handout 6.4 SLO Approval Status and Accompanying Rational Form) must be included in order to approve the SLO. Therefore, if there is a component on the checklist that is not addressed in the SLO, the committee or evaluator will have to address the component with teachers(s). By October 31.

SLO Revision Conference If the SLO has not been approved, the educator and member of the approval committee should plan to meet by November 30. Within two weeks of SLO revision conference, educator will resubmit SLO for approval.

Step 5: Final scoring of the SLO and determination of Growth Rating

Once the SLO has been determined, the educator and the Administrator will review the instrument during the Professional Growth Conference.

It is required that the development and scoring of SLOs be a process of the teacher teams.

SLO Final Review Overview

After the SLO is approved, the teacher is responsible for compiling the evidence for the final scoring process. The final scoring process must be completed by April 1 to ensure that the teacher evaluation is completed in accordance with the timeframes established by law. This section provides information on:

- Directions on the organization of evidence and information teachers and teacher-based teams should compile at the end of the year;
- Teacher guidance on how to present the information to the evaluator(s);
- Protocols for the evaluator(s) for reviewing and scoring SLOs;
- Guidance for rating single SLOs.

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The teacher is responsible for this portion of the SLO process.

Score Individual SLOs Using the SLO Scoring Matrix

The teacher can now use the *SLO Scoring Calculator* to determine the percentage of students not meeting, meeting, or exceeding the established growth targets. If the teacher used tiered targets as recommended by ODE, they can sort the students by the identified tiered targets and then sort again based on the difference of the target score and the baseline score from highest to lowest.

ODE developed the five-level rating for SLOs to align with the 5-levels of value-added scores.

SLO SCORING MATRIX

Percentage of students that met or exceeded growth targets	Descriptive Rating	Numerical Rating
90-100	Most Effective	5
80-89	Above Average	4
70-79	Average	3
60-69	Approaching Average	2
59 or less	Least Effective	1

The teacher is responsible for collecting the evidence, using the *SLO Scoring Matrix* to determine an SLO rating, and providing the scores to the reviewing body (principal or teacher teams).

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Setting Student Learning Objectives for Diverse Learners

Students with Disabilities

Student Learning Objectives for students with disabilities should be based upon grade-level content standards, historical data, and other academic information. Given that special education teachers provide instruction in a variety of settings, Avon Lake City Schools has identified three general approaches, as described in the following pages:

1. **The special educator who co-teaches as part of a grade level or content team (co-planning, instructing, and assessing) shares the Student Learning Objective of his/her team:**

In this scenario, the special educator and the general educator should review standards and data together and agree upon a set of Student Learning Objectives for all of the students they teach. They should monitor student progress together and are jointly responsible for the academic achievement of all students. When a special educator is providing services in a variety of content areas, English Language Arts and mathematics should be prioritized.

2. **The special educator who does not fully co-teach with a general educator, but who works with students with disabilities across several classrooms, can take one of two approaches:**

A. *The special educator can coordinate with the general education teachers in order to support the Student Learning Objectives of students for whom they are mutually responsible. This model is the same regardless of the location of the services – in the general education classroom or elsewhere. In this case, the special educator may provide instruction in the general education classroom, but he/she is only responsible for the students with disabilities to whom they are assigned. It is not a co-teaching model in which the special educator and general educator share responsibility for all students. The special educator and the general educators should only collaborate to set targets for and monitor the progress of students with disabilities (for whom they are both responsible). A special educator in this scenario would do the following:*

- Provide input to their students' general education teachers (in the content areas in which they provide services) as they are writing their Student Learning Objectives and setting targets for all students. Ideally, this would mean participating in the grade level or content team meetings when Student Learning Objectives are set.
- Discuss and agree upon targets for students with disabilities.
- Establish regular communication between general educator and special educator to monitor student progress.

As an example of the approach above, imagine a special educator who provides ELA and mathematics services to 25 students in grades 3 and 4 in five different classrooms. That special educator should meet with the five general educators as they develop their Student Learning Objective (for all students) and agree upon appropriate targets for the students with disabilities, for which they are both responsible. The special educator should share his or her Student Learning Objectives and targets with each of the general educators and

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work together with them to ensure student stay on track throughout the instructional interval.

- B. *The special educator can set broad Student Learning Objectives that apply to all of the students with disabilities to whom they provide instruction, with sources of evidence and tiered targets appropriate for each grade level. This approach is best suited for Resource Room Instruction. A special educator using this model would do the following:*
- Set broad Student Learning Objectives for English Language Arts and/or mathematics standards that apply to the students with whom they work, across multiple grade levels.
 - Identify sources of evidence to assess those standards at each grade level or grade spans (K-1, 2-3, 4-5 for example) and set targets accordingly for students in those grade levels or grade spans. The special educator should always be certain that their targets are aligned as closely as possible with the general education teachers' grade level team or general education class targets for the students.
 - Depending upon the general education targets and the identified needs of the students within those grade levels or grade spans, targets may require additional tiers or differentiation.

Though there may be overlap in the content, assessments or evidence used, Individualized Education Program (IEP) goals cannot be used as Student Learning Objectives. There is an important statutory difference between a student's IEP goals and the Student Learning Objectives used in the Educator Evaluation System, so it is important to keep the two systems and related goals distinct. Broad trends across several students' IEPs should inform a teacher's or an instructional team's Student Learning Objectives. IEP goals, assessments and other evidence may inform Student Learning Objectives if the focus is in content areas of English Language Arts or mathematics, for example, and reflects student academic performance consistent with the general education curriculum at grade level.

The special educator should ensure that their Student Learning Objectives are aligned with the Student Learning Objectives of general education teachers instructing students in the same grade(s) and that targets are differentiated based on the identified needs of the students with whom they work.

Students Learning Objectives are intended to measure student progress or mastery of academic skills and standards. Instruction around functional, organizational, or social-emotional skills supports students' access to the general education curriculum. Therefore, general or special educators who instruct students on these skills should link students' acquisition and application of these skills to the academic content they support whenever possible.

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When developing Student Learning Objectives that are related to social-emotional/behavior or functional skills, the Student Learning Objective should be stated in positive terms and related to what students *will do* rather than what they *won't or can't do*. The Student Learning Objective should focus on the positive behavior that will increase, rather than the negative behavior that will decrease. **For example:**

- *Increase the number of days the student attends school per month (NOT: decrease the number of days the student skips school each month).*
- *Students will resolve problems more often by contacting teacher, social worker or counselor (NOT: decrease the number of times student is sent out of the classroom).*

As much as possible, these objectives should focus on specific, measurable, positive behavior and be monitored using research-based assessments and screening tools.

Student Growth Measures Rating

Assignments of Student Growth Measurement Data

Teachers will be notified of their category placement prior to each school year.

Teacher Category	Teacher Description	Avon Lake Percentages
A1	Teacher instructs Value Added subjects exclusively.	50% Value Added
A2	Teacher instructs Value Added subjects but not exclusively.	Value Added score is proportional to teacher's schedule in which Value Added data is available. 10% Shared Attribution for District Value Added Data
B	Approved Vendor Assessment Teacher Level Data (MAPS) LEA Measures (SLO)	10% Shared Attribution for District Value Added Data 10% Vendor Approved 30% LEA Measure (SLO Minimum1)
C	No Teacher-Level Value Added or Approved Vendor Assessment Data Available	10% Shared Attribution for District Value Added Data 40% LEA Measure (SLO minimum 2)

Vendor Approved Assessment

MAPs will be the Vendor approved assessment for the student growth measures portion of the evaluations in the percentages noted in the previous chart. If a student's spring growth target is met in the winter that student will count as having met growth for the whole school year. Student growth will be measured from fall to spring of the current school year.

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Professional Evaluation Procedure

Observation is a teacher evaluation system based on The Art & Science of Teaching by Robert Marzano. This resource will be made available to each teacher (bargaining unit member). Using this resource, the teacher will carefully reflect upon his or her professional practice within the framework of the four domains: Classroom Strategies and Behaviors, Planning and Preparation, Reflecting on Teaching, and Collegiality and Professionalism. All teachers shall create a professional growth plan at the beginning of each academic year. Resources are available to assist in selecting the goal and for the entire evaluation process at <http://www.effectiveeducators.com>.

Professional Growth Plan

All teachers shall create a professional growth plan at the beginning of each academic year. The evaluating administrator and teacher will meet prior to October 15 for a growth plan conference. The teacher and evaluating administrator will mutually agree upon the teacher's professional growth plan for the academic year. The growth plan shall consist of at least two elements and no more than three. Of those two or three elements, the Board shall determine one common element for each teacher's growth plan. The growth plan shall be evaluated as a part of the entire evaluation, in pre-observation meetings, evaluations, and post-observation meetings. For elements not observed during a formal observation, teachers shall provide their evaluator with evidence of progress toward their professional growth plan in the post-observation conference. The forms will be made available and is to be completed for this conference. A growth plan conference must take place during or before the first pre-evaluation conference.

Teacher Observations

There will be two formal observations conducted for each teacher who is under a limited contract or for each teacher who receives a summative rating of Developing. If a teacher receives a Skilled summative rating, the teacher will be evaluated formally every other year. Teachers receiving an Accomplished summative rating will be evaluated once every three years. Teachers off the formal evaluation cycle will still receive one informal evaluation. More evaluations may be conducted if mutually agreed upon by both the teacher and administrator. The last of these formal observations must be conducted by May 1. Only Avon Lake City Schools Administrators will conduct teacher observations and evaluations. No teacher evaluation will include all 41 elements as elements not viewed do not average into the summative score

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Formal – This shall consist of a Pre-Observation Conference with the Administrator, a thirty-minute minimum classroom observation and a Post-Observation Conference. Teachers are encouraged to provide evidence of elements not observed during the observation in the Post-Observation conference. No Formal Evaluation will be locked in prior to the Post-Observation conference. Between the Pre-Observation conference and the Post-Observation Conference for each observation, at least three but no more than 15 elements will be evaluated in Domain One. As a part of each evaluation, at least one element will be evaluated from each Domains Two, Three, and Four.

Informal Evaluations and Off-Cycle Teachers – Teachers who are off of the evaluation cycle will still receive one informal observation before May 1. The informal observation will consist of a pre-conference meeting, a minimum 30-minute classroom evaluation, and a post conference meeting. No results from this evaluation will be entered into the eTPES system during the summative conference. Your evaluator, however, will still provide feedback through the iObservation system. Teachers who are off cycle will still have a growth plan meeting as well as a summative conference. Student Growth Measures for any off-cycle year must be entered into eTPES according to ORC.

Teachers Who Receive Below-Average Expected Growth in SGMs – According to Ohio Revised Code, if a teacher's student growth measures rating is below-average (averaging a 1 or a 2 in the SGM portion of the evaluation), that teacher must be placed on a Student Growth Measures Improvement Plan. Any teacher this affects who is off-cycle will also return to the formal evaluation cycle and must complete a Student Growth Measures Improvement Plan for the following year. The contents of the improvement plan will be defined during the 2014-2015 school year. This Student Growth Measures Improvement Plan is not the equivalent to Article 31. The Student Growth Measures Improvement Plan shall be initially completed by the teacher by May 31. Any adjustments to the plan, mutually agreed upon by the teacher and principal, can be made within ten days of the start of the next school year.

Walkthrough Observation – Walkthrough observations will be used to gather data to drive appropriate professional development in the district. They will also provide the assigned evaluating administrator with the opportunity to identify use some of the 41 elements of classroom strategies and behaviors outside of the formal observations. Only elements rated Developing, Applying, or Innovating within a Walkthrough Observation will be included in a formal or summative evaluation. Walkthroughs Observations will not begin before the goal-setting conference. During a Walkthrough Observation at least one but no more than two elements will be evaluated within Domain One.

Speech/Guidance Counselors – The PEP committee will reevaluate the observation method for non-classroom teachers during the 2014-2015.

Evaluation Timeline

The administrator will send an invitation from iObservation to complete the planning conference form to the teacher. Forms and procedures will be completed in accordance with the following guidelines:

Observation dates must occur within **7 school days** of the pre-conference meeting.

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No more than one observation will be conducted in a **5 school day** period.

All formal observations will be completed by **May 1**. The evaluating administrator will send an invitation from iObservation to complete a pre-conference planning form to the teacher, or teachers can initiate by sharing the form with their evaluator through iObservation. When the observation is concluded, the administrator will send an invitation to complete an observation reflection form, or teachers can initiate by sharing the form with their evaluator through iObservation. The reflection form must be completed by the bargaining unit member within two days of the formal observation. The contents of the teacher's reflection form will not negatively affect the teacher's evaluation rating in the evaluation prior to a face to face reflection conference. A Face to face reflection conference between the administrator and the bargaining unit member will take place within **four school days** of the observation. Circumstances could alter the conference dates. The modified date must be mutually agreed upon by the teacher and the administrator. During the reflection conference, the administrator and teacher will discuss the contents of the evaluation and the reflection form. The teacher will receive his or her observation rating within **two school days** after the Post-Observation conference.

By **May 10**, the administrator will complete the Summative Evaluation Rating and make it available to the bargaining unit member. By **May 10**, the administrator and bargaining unit member will meet to share the results of the Student Growth Measurement rating and the Summative Evaluation rating.

The administrator's recommendations for the observation level and contract status of the teacher will be indicated at the end of the Summative Evaluation Rating.

Rubric for Evaluation Ratings

iObservation Rating	OTES Rating	Description
Not Using	Ineffective	The teacher uses strategy incorrectly or with parts missing.
Beginning	Developing	The teacher attempts to perform this element but does not actually complete or follow through with attempts.
Developing/Applying	Skilled	The teacher displays a clear understanding of the element.
Innovating	Accomplished	The teacher adapts and creates new strategies for unique student needs and situations. His or her classroom consists of a community of learners, with students who are highly motivated, engaged and assuming considerable responsibility for their own learning.

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Observation Levels

Teachers **on all levels** will receive an Evaluation of Professional Practice (Summary) from the evaluating administrator by **May 10**.

Teachers shall be placed on one of four possible **observation levels**, depending upon their teaching experience, State of Ohio license and contract status:

Level I – Teachers new to the school district

A **total of two observations** shall be conducted by the administrator in an academic year. All observations will be formal and include both a pre and post conference. All observations will be completed by May 1. All observations will last a minimum of 30 minutes. If a teacher new to the school district received an Accomplished summative rating according to OTES in the previous year, the teacher will receive one formal evaluation instead of two.

Level IA – Entry Year Teachers who participate in the Resident Educator Program

A **total of two observations** shall be conducted by the administrator in an academic year. All observations will be formal and include both a pre and post conference. All observations will be completed by May 1. All observations will last a minimum of 30 minutes.

Level II – Teachers on limited contract who are not at Level I or Level IA

A **total of two observations** shall be conducted by the administrator in an academic year. All observations will be formal and include both a pre and post conference. All observations will be completed by May 1. All observations will last a minimum of 30 minutes.

Level III – Teachers on continuing contract.

A **total of two observations** shall be conducted by the administrator in an academic year for teachers who received a Developing summative rating. Teachers who receive a summative rating of Skilled will be evaluated formally every other year. Teachers who receive a summative rating of Accomplished will be evaluated every three years. All observations during a year when a Level III teacher is formally evaluated will be formal and include both a pre and post conference. All observations will be completed by May 1. All observations will last a minimum of 30 minutes.

Retiring Teachers -- Teachers who commit to retirement by Dec 1 of any school year will not be evaluated that year regardless of the previous year's summative rating.

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Teachers on Extended Leave -- Teachers who have been granted extended leave for more than 50 percent of the school year will not be formally evaluated.

Progression to Higher Observation Levels

All teachers new to the district shall begin at **Level I**. This applies to all teachers who are on a limited contract.

Entry Year Teachers shall begin at **Level IA**. At the May final Evaluation Conference, if the teacher is rated developing or above on the Evaluation of Professional Practice (Summary) form and the Entry Year Teacher has completed the Resident Educator Program, the administrator shall recommend that the teacher progress to Level II for the following academic year. If the summative rating of Ineffective is given, documentation is required by the administrator.

If a teacher on **Level II** receives a summative rating of Ineffective on the Evaluation of Professional Practice (Summary) form, the teacher shall go back to Level I for the following academic year. Teachers on Level II shall progress to Level III when a continuing contract is given.

A teacher on **Level III** (continuing contract) will not return to a lower level if they receive a rating of Ineffective for any one formal observation. If the teacher's summative score is Ineffective following a post observation meeting for any formal evaluation (which includes all steps of one formal evaluation including both the pre and post conference meetings), then the procedures indicated in Article 31 of the Master Contract will be followed.

Timeline

Circumstances could alter the **conference and observation dates**. The modified date must be mutually agreed upon by the teacher and the administrator prior to the deadline.

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Principal and Teacher Timeline for the Year:

Timeline	Principal	Teacher
August 1-By 10 school days into the school year	<u>iObservation</u> <ul style="list-style-type: none"> • Verify teacher roster • Send login access to teachers, if account has not been accessed • Review teacher categories and notify them of their category for the school year 	
August 19-October 15		<u>iObservation</u> <ul style="list-style-type: none"> • Log into account • Complete self-assessment (private) (completed prior to September 10th) • Begin professional growth plan (completed and approved prior to first observation or during first pre-conference))
Any time after September 1	<u>Begin Cycle 1</u> <ul style="list-style-type: none"> • Growth Plan- read and approve • Pre-Conference <ul style="list-style-type: none"> - Discuss growth plan - Discuss lesson planned for first observation - If applicable, briefly discuss SLO 	<u>Begin Cycle 1</u> <ul style="list-style-type: none"> • Complete Growth Plan (complete and approved prior to first observation) • Pre-Conference <ul style="list-style-type: none"> - Discuss Growth Plan - Discuss lesson planned for 1st observation - If applicable, briefly discuss SLO
September 1-Winter Break	<ul style="list-style-type: none"> • Formal Observation #1 (minimum of 30 minutes) must be conducted by Dec. 1 • Walkthroughs (5 to 10 minutes) (minimum of two for the year to begin after the first formal observation) • Post-Conference (conducted within 4 work days of the observation) 	<ul style="list-style-type: none"> • Formal Observation (minimum of 30 minutes) must be conducted by Dec. 1 • Walkthroughs (5 to 10 minutes) (minimum of two for the year to begin after first formal observation) • Post-Conference (conducted within 4 work days of the observation)

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January 1 -May 1	<ul style="list-style-type: none"> • Formal Observation #2 (minimum of 30 minutes) may not begin before Jan 10 • Walkthrough (5 to 10 minutes) (Remainder to meet the minimum if necessary) • Post-Conference (conducted within 4 work days of observation) 	<ul style="list-style-type: none"> • Formal Observation #2 (minimum of 30 minutes) may not begin before Jan 10 • Walkthrough (5 to 10 minutes) (Remainder to meet the minimum if necessary) • Post-Conference (conducted within 4 work days of observation)
May 10	<ul style="list-style-type: none"> • Summative Conference in iObservation by May 10 	<ul style="list-style-type: none"> • Summative Conference in iObservation by May 10

[Adoption date: August 13, 2013]

(Revised date: August 12, 2014)

(Revised date: October 14, 2014)

Avon Lake City Schools Teacher's Salary Schedule Index

Base Salary ==> \$37,790

Effective date ==> 8/1/2015

Years	Tutors	B. A.	B.A. + 10	B.A. + 20	M. A.	M.A. + 10	M. A. + 20	M. A. +30	M. A. + 45
	(Hrly Rate) I	II	III	III - A	IV	V	V - A	VI	VII
0	0.0005418	1.000	1.040	1.080	1.130	1.155	1.180	1.205	1.230
1	0.0005568	1.045	1.088	1.132	1.188	1.213	1.238	1.263	1.288
2	0.0005718	1.090	1.136	1.184	1.246	1.271	1.296	1.321	1.346
3	0.0005868	1.135	1.184	1.236	1.304	1.329	1.354	1.379	1.404
4	0.0006018	1.180	1.232	1.288	1.362	1.387	1.412	1.437	1.462
5	0.0006168	1.225	1.280	1.340	1.420	1.445	1.470	1.495	1.520
6	0.0006318	1.270	1.328	1.392	1.478	1.503	1.528	1.553	1.578
7	0.0006468	1.315	1.376	1.444	1.537	1.562	1.587	1.612	1.637
8	0.0006618	1.360	1.424	1.496	1.596	1.621	1.646	1.671	1.696
9	0.0006768	1.405	1.472	1.548	1.655	1.680	1.705	1.730	1.755
10	0.0006918	1.450	1.520	1.600	1.714	1.739	1.764	1.789	1.814
11	0.0007068	1.495	1.568	1.652	1.773	1.798	1.823	1.848	1.873
12	0.0007218	1.540	1.616	1.704	1.832	1.857	1.882	1.907	1.932
13	0.0007368	1.585	1.664	1.756	1.891	1.916	1.941	1.966	1.991
14	0.0007518	1.630	1.712	1.808	1.950	1.975	2.000	2.025	2.050
15	0.0007668	1.670	1.752	1.848	1.990	2.015	2.040	2.065	2.090
19	0.0007818	1.710	1.792	1.888	2.030	2.055	2.080	2.105	2.130
23	0.0007968	1.750	1.832	1.928	2.070	2.095	2.120	2.145	2.170
27	0.0008118	1.790	1.872	1.968	2.110	2.135	2.160	2.185	2.210

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Base Salary ==> \$37,790

Effective date ==> 8/1/2015

Years	Tutors	B. A.	B.A. + 10	B.A. + 20	M. A.	M.A. + 10	M. A. + 20	M. A. +30	M. A. + 45
	(Hrly Rate) I	II	III	III - A	IV	V	V - A	VI	VII
0	\$20.47	\$37,790	\$39,302	\$40,813	\$42,703	\$43,647	\$44,592	\$45,537	\$46,482
1	\$21.04	\$39,491	\$41,116	\$42,778	\$44,895	\$45,839	\$46,784	\$47,729	\$48,674
2	\$21.61	\$41,191	\$42,929	\$44,743	\$47,086	\$48,031	\$48,976	\$49,921	\$50,865
3	\$22.18	\$42,892	\$44,743	\$46,708	\$49,278	\$50,223	\$51,168	\$52,112	\$53,057
4	\$22.74	\$44,592	\$46,557	\$48,674	\$51,470	\$52,415	\$53,359	\$54,304	\$55,249
5	\$23.31	\$46,293	\$48,371	\$50,639	\$53,662	\$54,607	\$55,551	\$56,496	\$57,441
6	\$23.88	\$47,993	\$50,185	\$52,604	\$55,854	\$56,798	\$57,743	\$58,688	\$59,633
7	\$24.44	\$49,694	\$51,999	\$54,569	\$58,083	\$59,028	\$59,973	\$60,917	\$61,862
8	\$25.01	\$51,394	\$53,813	\$56,534	\$60,313	\$61,258	\$62,202	\$63,147	\$64,092
9	\$25.58	\$53,095	\$55,627	\$58,499	\$62,542	\$63,487	\$64,432	\$65,377	\$66,321
10	\$26.14	\$54,796	\$57,441	\$60,464	\$64,772	\$65,717	\$66,662	\$67,606	\$68,551
11	\$26.71	\$56,496	\$59,255	\$62,429	\$67,002	\$67,946	\$68,891	\$69,836	\$70,781
12	\$27.28	\$58,197	\$61,069	\$64,394	\$69,231	\$70,176	\$71,121	\$72,066	\$73,010
13	\$27.84	\$59,897	\$62,883	\$66,359	\$71,461	\$72,406	\$73,350	\$74,295	\$75,240
14	\$28.41	\$61,598	\$64,696	\$68,324	\$73,691	\$74,635	\$75,580	\$76,525	\$77,470
15	\$28.98	\$63,109	\$66,208	\$69,836	\$75,202	\$76,147	\$77,092	\$78,036	\$78,981
19	\$29.54	\$64,621	\$67,720	\$71,348	\$76,714	\$77,658	\$78,603	\$79,548	\$80,493
23	\$30.11	\$66,133	\$69,231	\$72,859	\$78,225	\$79,170	\$80,115	\$81,060	\$82,004
27	\$30.68	\$67,644	\$70,743	\$74,371	\$79,737	\$80,682	\$81,626	\$82,571	\$83,516

2015-2016, effective 8/1/15: Base salary increase 2.75% and steps resumed

January 2016 - additional step for bargaining unit members employed on or before the start of the 2013-2014 school year

2016-2017, effective 8/1/16: Base salary increase 2.50% plus steps

Avon Lake City Schools Supplemental Salary Schedule

Base Salary ==> \$37,790 Effective date ==> 8/1/2015

Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
ATHLETICS								
ATH. SUPERVISOR								
HS	\$4,875	\$5,114	\$5,365	\$5,628	\$5,904	\$6,193	\$6,496	\$6,815
MS Athletic Supr.								
Fall	\$1,150	\$1,206	\$1,266	\$1,328	\$1,393	\$1,461	\$1,533	\$1,609
Winter	\$1,284	\$1,347	\$1,413	\$1,482	\$1,555	\$1,631	\$1,712	\$1,796
Spring	\$501	\$526	\$552	\$579	\$607	\$637	\$669	\$701
BASEBALL								
Head	\$3,866	\$4,055	\$4,254	\$4,463	\$4,681	\$4,911	\$5,151	\$5,404
Asst.	\$2,706	\$2,839	\$2,978	\$3,124	\$3,277	\$3,437	\$3,606	\$3,783
Frosh	\$2,320	\$2,433	\$2,552	\$2,678	\$2,809	\$2,946	\$3,091	\$3,242
BASKETBALL								
Head	\$5,986	\$6,279	\$6,587	\$6,910	\$7,248	\$7,603	\$7,976	\$8,367
Asst.	\$4,190	\$4,395	\$4,611	\$4,837	\$5,074	\$5,322	\$5,583	\$5,857
Frosh	\$3,592	\$3,768	\$3,952	\$4,146	\$4,349	\$4,562	\$4,786	\$5,020
MS	\$2,873	\$3,014	\$3,162	\$3,317	\$3,479	\$3,650	\$3,828	\$4,016
CHEERLEADING								
Head (Fall)	\$2,744	\$2,878	\$3,019	\$3,167	\$3,322	\$3,485	\$3,656	\$3,835
Asst.(Fall)	\$1,920	\$2,015	\$2,113	\$2,217	\$2,325	\$2,439	\$2,559	\$2,684
MS (Fall)	\$1,317	\$1,381	\$1,449	\$1,520	\$1,595	\$1,673	\$1,755	\$1,841
Head (Winter)	\$2,744	\$2,878	\$3,019	\$3,167	\$3,322	\$3,485	\$3,656	\$3,835
Asst. (Winter)	\$1,920	\$2,015	\$2,113	\$2,217	\$2,325	\$2,439	\$2,559	\$2,684
MS (Winter)	\$1,317	\$1,381	\$1,449	\$1,520	\$1,595	\$1,673	\$1,755	\$1,841
CONDITIONING								
Coordinator (HS)	\$6,789	\$7,123	\$7,474	\$7,842	\$8,227	\$8,632	\$9,057	\$9,502

Avon Lake City Schools Supplemental Salary Schedule

Base Salary ==> \$37,790 Effective date ==> 8/1/2015

Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
CROSS COUNTRY								
Head - Boys & Girls	\$3,891	\$4,082	\$4,282	\$4,491	\$4,711	\$4,942	\$5,184	\$5,438
HS	\$2,993	\$3,140	\$3,293	\$3,455	\$3,624	\$3,802	\$3,988	\$4,183
Asst.	\$2,095	\$2,198	\$2,305	\$2,418	\$2,537	\$2,661	\$2,792	\$2,928
MS	\$1,437	\$1,507	\$1,581	\$1,658	\$1,740	\$1,825	\$1,914	\$2,008
MS Asst.	\$1,347	\$1,413	\$1,482	\$1,555	\$1,631	\$1,711	\$1,795	\$1,883
FOOTBALL								
Head	\$7,233	\$7,587	\$7,959	\$8,349	\$8,758	\$9,187	\$9,638	\$10,110
Asst.	\$5,063	\$5,311	\$5,571	\$5,844	\$6,131	\$6,431	\$6,746	\$7,077
Frosh	\$4,340	\$4,552	\$4,776	\$5,010	\$5,255	\$5,512	\$5,783	\$6,066
Asst. Frosh	\$3,978	\$4,173	\$4,378	\$4,592	\$4,817	\$5,053	\$5,301	\$5,560
MS (Head)	\$3,472	\$3,642	\$3,820	\$4,008	\$4,204	\$4,410	\$4,626	\$4,853
MS (Asst.)	\$3,255	\$3,414	\$3,582	\$3,757	\$3,941	\$4,134	\$4,337	\$4,549
GOLF								
Head (HS)	\$2,993	\$3,140	\$3,293	\$3,455	\$3,624	\$3,802	\$3,988	\$4,183
J.V. (HS)	\$2,095	\$2,198	\$2,305	\$2,418	\$2,537	\$2,661	\$2,792	\$2,928
HOCKEY								
Head (HS)	\$4,489	\$4,709	\$4,940	\$5,182	\$5,436	\$5,703	\$5,982	\$6,275
Asst. (HS)	\$3,143	\$3,297	\$3,458	\$3,628	\$3,805	\$3,992	\$4,187	\$4,393
LACROSSE (HS)								
Head (HS)	\$4,614	\$4,840	\$5,077	\$5,326	\$5,587	\$5,861	\$6,148	\$6,449
Asst. (HS)	\$3,230	\$3,388	\$3,554	\$3,728	\$3,911	\$4,103	\$4,304	\$4,515
SOCCER								
Head	\$4,614	\$4,840	\$5,077	\$5,326	\$5,587	\$5,861	\$6,148	\$6,449
Asst.	\$3,230	\$3,388	\$3,554	\$3,728	\$3,911	\$4,103	\$4,304	\$4,515

Avon Lake City Schools Supplemental Salary Schedule

Base Salary ==> \$37,790 Effective date ==> 8/1/2015

Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
SOFTBALL								
Head	\$3,866	\$4,055	\$4,254	\$4,463	\$4,681	\$4,911	\$5,151	\$5,404
Asst.	\$2,706	\$2,839	\$2,978	\$3,124	\$3,277	\$3,437	\$3,606	\$3,783
Frosh	\$2,320	\$2,433	\$2,552	\$2,678	\$2,809	\$2,946	\$3,091	\$3,242
MS	\$1,856	\$1,947	\$2,042	\$2,142	\$2,247	\$2,357	\$2,473	\$2,594
SWIMMING								
Head (HS)	\$3,741	\$3,925	\$4,117	\$4,319	\$4,530	\$4,752	\$4,985	\$5,229
Asst. (HS)	\$2,619	\$2,747	\$2,882	\$3,023	\$3,171	\$3,327	\$3,489	\$3,660
Head (MS)	\$1,796	\$1,884	\$1,976	\$2,073	\$2,174	\$2,281	\$2,393	\$2,510
TENNIS								
Head	\$2,868	\$3,009	\$3,156	\$3,311	\$3,473	\$3,643	\$3,822	\$4,009
Asst.	\$2,008	\$2,106	\$2,209	\$2,318	\$2,431	\$2,550	\$2,675	\$2,806
TRACK								
Head	\$5,113	\$5,364	\$5,626	\$5,902	\$6,191	\$6,495	\$6,813	\$7,147
Asst.	\$3,579	\$3,754	\$3,938	\$4,131	\$4,334	\$4,546	\$4,769	\$5,003
MS (Head)	\$2,454	\$2,574	\$2,701	\$2,833	\$2,972	\$3,117	\$3,270	\$3,430
MS (Asst.)	\$2,301	\$2,414	\$2,532	\$2,656	\$2,786	\$2,923	\$3,066	\$3,216
VOLLEYBALL								
Head	\$4,739	\$4,971	\$5,215	\$5,470	\$5,738	\$6,019	\$6,314	\$6,624
Asst.	\$3,317	\$3,480	\$3,650	\$3,829	\$4,017	\$4,214	\$4,420	\$4,637
Frosh	\$2,843	\$2,983	\$3,129	\$3,282	\$3,443	\$3,612	\$3,789	\$3,974
MS	\$2,275	\$2,386	\$2,503	\$2,626	\$2,754	\$2,889	\$3,031	\$3,179

Avon Lake City Schools Supplemental Salary Schedule

Base Salary ==> \$37,790 Effective date ==> 8/1/2015

Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
WRESTLING								
Head	\$5,113	\$5,364	\$5,626	\$5,902	\$6,191	\$6,495	\$6,813	\$7,147
Asst.	\$3,579	\$3,754	\$3,938	\$4,131	\$4,334	\$4,546	\$4,769	\$5,003
Frosh	\$3,068	\$3,218	\$3,376	\$3,541	\$3,715	\$3,897	\$4,088	\$4,288
MS (Head)	\$2,454	\$2,574	\$2,701	\$2,833	\$2,972	\$3,117	\$3,270	\$3,430
MS (Asst.)	\$2,301	\$2,414	\$2,532	\$2,656	\$2,786	\$2,923	\$3,066	\$3,216

Avon Lake City Schools Supplemental Salary Schedule

Base Salary ==> \$37,790 Effective date ==> 8/1/2015

Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
CLUBS								
ACAD. CHALLENGE	\$1,372	\$1,439	\$1,510	\$1,583	\$1,661	\$1,742	\$1,828	\$1,917
A.F.S Club Advisor	\$983	\$1,032	\$1,081	\$1,134	\$1,190	\$1,247	\$1,308	\$1,372
DRAMA (HS)	\$3,617	\$3,794	\$3,980	\$4,175	\$4,379	\$4,594	\$4,819	\$5,055
DRAMA (MS)	\$1,323	\$1,387	\$1,455	\$1,527	\$1,602	\$1,682	\$1,765	\$1,852
Environmental club	\$748	\$785	\$823	\$864	\$906	\$950	\$997	\$1,046
FBLA	\$998	\$1,047	\$1,098	\$1,152	\$1,208	\$1,267	\$1,329	\$1,394
Key Club	\$1,621	\$1,701	\$1,784	\$1,871	\$1,963	\$2,059	\$2,160	\$2,266
Kids In Community Service (K-8)	\$998	\$1,047	\$1,098	\$1,152	\$1,208	\$1,267	\$1,329	\$1,394
Math Counts	\$998	\$1,047	\$1,098	\$1,152	\$1,208	\$1,267	\$1,329	\$1,394
Math/Science	\$748	\$785	\$823	\$864	\$906	\$950	\$997	\$1,046
Model UN	\$1,372	\$1,439	\$1,510	\$1,583	\$1,661	\$1,742	\$1,828	\$1,917
Model UN (Asst)	\$960	\$1,007	\$1,057	\$1,108	\$1,163	\$1,220	\$1,279	\$1,342
NHS	\$1,372	\$1,439	\$1,510	\$1,583	\$1,661	\$1,742	\$1,828	\$1,917
PEP	\$998	\$1,047	\$1,098	\$1,152	\$1,208	\$1,267	\$1,329	\$1,394
POWER OF THE PEN	\$998	\$1,047	\$1,098	\$1,152	\$1,208	\$1,267	\$1,329	\$1,394
Healthy Kids (K-6)	\$748	\$785	\$823	\$864	\$906	\$950	\$997	\$1,046
S.A.D.D.	\$748	\$785	\$823	\$864	\$906	\$950	\$997	\$1,046
SKI (HS)	\$1,372	\$1,439	\$1,510	\$1,583	\$1,661	\$1,742	\$1,828	\$1,917
SKI (MS)	\$1,372	\$1,439	\$1,510	\$1,583	\$1,661	\$1,742	\$1,828	\$1,917
STUD. COUNCIL (HS)	\$1,746	\$1,831	\$1,921	\$2,015	\$2,114	\$2,218	\$2,326	\$2,440
STUD. COUNCIL (MS)	\$1,746	\$1,831	\$1,921	\$2,015	\$2,114	\$2,218	\$2,326	\$2,440
STUD. COUNCIL (ES)	\$998	\$1,047	\$1,098	\$1,152	\$1,208	\$1,267	\$1,329	\$1,394
VARSITY CLUB	\$748	\$785	\$823	\$864	\$906	\$950	\$997	\$1,046
VICA (OWE CLUB)	\$983	\$1,032	\$1,081	\$1,134	\$1,190	\$1,247	\$1,308	\$1,372

Avon Lake City Schools Supplemental Salary Schedule

Base Salary ==> \$37,790 Effective date ==> 8/1/2015

Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
Co-Curricular								
MENTOR TEACHER	\$2,007	\$2,105	\$2,209	\$2,317	\$2,431	\$2,550	\$2,675	\$2,807
PAR CONSULTANT	\$2,007	\$2,105	\$2,209	\$2,317	\$2,431	\$2,550	\$2,675	\$2,807
CURR. COORDINATOR	\$983	\$1,032	\$1,081	\$1,134	\$1,190	\$1,247	\$1,308	\$1,372
DEPT. CHAIR (HS)	\$1,474	\$1,546	\$1,621	\$1,701	\$1,784	\$1,871	\$1,961	\$2,056
DIST. CALENDAR	\$2,812	\$2,948	\$3,091	\$3,242	\$3,401	\$3,567	\$3,741	\$3,926
Ed. Options Prog. Coord.	\$3,567	\$3,742	\$3,926	\$4,118	\$4,320	\$4,531	\$4,753	\$4,986
GRADE CHAIR (ES)	\$983	\$1,032	\$1,081	\$1,134	\$1,190	\$1,247	\$1,308	\$1,372
8TH GRADE TRIP*	\$998	\$1,047	\$1,098	\$1,152	\$1,208	\$1,267	\$1,329	\$1,394
ADVISOR GRADE 9	\$998	\$1,047	\$1,098	\$1,152	\$1,208	\$1,267	\$1,329	\$1,394
ADVISOR GRADE 10	\$998	\$1,047	\$1,098	\$1,152	\$1,208	\$1,267	\$1,329	\$1,394
ADVISOR GRADE 11	\$1,372	\$1,439	\$1,510	\$1,583	\$1,661	\$1,742	\$1,828	\$1,917
ADVISOR GRADE 12	\$1,372	\$1,439	\$1,510	\$1,583	\$1,661	\$1,742	\$1,828	\$1,917
NEWSPAPER (HS)	\$2,120	\$2,224	\$2,333	\$2,447	\$2,567	\$2,693	\$2,825	\$2,963
OUTDOOR ED. SUPV.	\$1,746	\$1,833	\$1,924	\$2,018	\$2,116	\$2,218	\$2,328	\$2,441
PUBLICATIONS (MS)	\$1,323	\$1,387	\$1,455	\$1,527	\$1,602	\$1,682	\$1,765	\$1,852
SAFETY PTRL (ES)	\$1,746	\$1,831	\$1,921	\$2,015	\$2,114	\$2,218	\$2,326	\$2,440
TEAM LEADER (MS)	\$1,474	\$1,546	\$1,621	\$1,701	\$1,784	\$1,871	\$1,961	\$2,056
BLDG. TECH. SUPPORT	\$1,914	\$2,007	\$2,106	\$2,209	\$2,317	\$2,431	\$2,550	\$2,675
TV PRODUCTIONS (HS)	\$3,367	\$3,532	\$3,705	\$3,887	\$4,077	\$4,277	\$4,486	\$4,706
TV PRODUCTIONS (MS)	\$1,746	\$1,831	\$1,921	\$2,015	\$2,114	\$2,218	\$2,326	\$2,440
YEARBOOK (HS)	\$2,993	\$3,140	\$3,293	\$3,455	\$3,624	\$3,802	\$3,988	\$4,183
INTRAMURALS								
FALL (HS)	\$983	\$1,032	\$1,081	\$1,134	\$1,190	\$1,247	\$1,308	\$1,372
FALL (MS)	\$998	\$1,047	\$1,098	\$1,152	\$1,208	\$1,267	\$1,329	\$1,394
FALL (Troy)	\$998	\$1,047	\$1,098	\$1,152	\$1,208	\$1,267	\$1,329	\$1,394
WINTER (HS)	\$983	\$1,032	\$1,081	\$1,134	\$1,190	\$1,247	\$1,308	\$1,372
WINTER (MS)	\$998	\$1,047	\$1,098	\$1,152	\$1,208	\$1,267	\$1,329	\$1,394
WINTER (Troy)	\$998	\$1,047	\$1,098	\$1,152	\$1,208	\$1,267	\$1,329	\$1,394

Avon Lake City Schools Supplemental Salary Schedule

Base Salary ==> \$37,790

Effective date ==> 8/1/2015

Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
SPRING (HS)	\$983	\$1,032	\$1,081	\$1,134	\$1,190	\$1,247	\$1,308	\$1,372
SPRING (MS)	\$998	\$1,047	\$1,098	\$1,152	\$1,208	\$1,267	\$1,329	\$1,394
SPRING (Troy)	\$998	\$1,047	\$1,098	\$1,152	\$1,208	\$1,267	\$1,329	\$1,394

MUSIC

BAND

Marching Band	\$6,477	\$6,795	\$7,127	\$7,475	\$7,841	\$8,227	\$8,631	\$9,054
March. Band Asst.	\$2,812	\$2,948	\$3,091	\$3,242	\$3,401	\$3,567	\$3,741	\$3,926
Instrumental (MS)	\$1,746	\$1,833	\$1,924	\$2,018	\$2,116	\$2,218	\$2,328	\$2,441
Instrumental (Troy)	\$1,746	\$1,833	\$1,924	\$2,018	\$2,116	\$2,218	\$2,328	\$2,441
Concert Band (HS)	\$4,735	\$4,966	\$5,207	\$5,464	\$5,733	\$6,012	\$6,307	\$6,617
Pep Band	\$1,323	\$1,387	\$1,455	\$1,527	\$1,602	\$1,682	\$1,765	\$1,852
MAJORETTES (HS)	\$1,746	\$1,833	\$1,924	\$2,018	\$2,116	\$2,218	\$2,328	\$2,441
GUARD ADVISOR (HS)	\$1,746	\$1,833	\$1,924	\$2,018	\$2,116	\$2,218	\$2,328	\$2,441
PERCUSSION (HS)	\$1,746	\$1,833	\$1,924	\$2,018	\$2,116	\$2,218	\$2,328	\$2,441

VOCAL

ElemChoir(2 schools)	\$1,283	\$1,346	\$1,412	\$1,481	\$1,554	\$1,630	\$1,709	\$1,793
Merples	\$1,323	\$1,387	\$1,455	\$1,527	\$1,602	\$1,682	\$1,765	\$1,852
Vocal (HS)	\$4,735	\$4,966	\$5,207	\$5,464	\$5,733	\$6,012	\$6,307	\$6,617
Vocal (MS)	\$1,746	\$1,833	\$1,924	\$2,018	\$2,116	\$2,218	\$2,328	\$2,441
Vocal (Troy)	\$1,746	\$1,833	\$1,924	\$2,018	\$2,116	\$2,218	\$2,328	\$2,441

NEW

Renaissance	\$1,372	\$1,439	\$1,510	\$1,583	\$1,661	\$1,742	\$1,828	\$1,917
Diversity Awareness	\$748	\$785	\$823	\$864	\$906	\$950	\$997	\$1,046
Comm. Service	\$1,372	\$1,439	\$1,510	\$1,583	\$1,661	\$1,742	\$1,828	\$1,917
Science Olympiad	\$998	\$1,047	\$1,098	\$1,152	\$1,208	\$1,267	\$1,329	\$1,394
Foreign Lang. Club	\$748	\$785	\$823	\$864	\$906	\$950	\$997	\$1,046
NEHS (HS)	\$748	\$785	\$823	\$864	\$906	\$950	\$997	\$1,046
NEHS (HS)	\$748	\$785	\$823	\$864	\$906	\$950	\$997	\$1,046

Avon Lake City Schools Supplemental Salary Schedule

Base Salary ==> \$37,790 Effective date ==> 8/1/2015

Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
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Extended Service

Counselor (HS)	15 days at per diem rate
Counselor (MS)	8 days at per diem rate
OWE/OWA Coord.	10 days at per diem rate
Dean of Students	10 days at per diem rate

2015-2016, effective 8/1/15: Base salary increase 2.75% and steps resumed

January 2016 - additional step for bargaining unit members employed on or before the start of the 2013-2014 school year

2016-2017, effective 8/1/16: Base salary increase 2.50% plus steps

Avon Lake City Schools Teacher's Salary Schedule Index

Base Salary ==> \$38,735

Effective date ==> 8/1/2016

Years	Tutors	B. A.	B.A. + 10	B.A. + 20	M. A.	M.A. + 10	M. A. + 20	M. A. +30	M. A. + 45
	(Hrly Rate) I	II	III	III - A	IV	V	V - A	VI	VII
0	0.0005418	1.000	1.040	1.080	1.130	1.155	1.180	1.205	1.230
1	0.0005568	1.045	1.088	1.132	1.188	1.213	1.238	1.263	1.288
2	0.0005718	1.090	1.136	1.184	1.246	1.271	1.296	1.321	1.346
3	0.0005868	1.135	1.184	1.236	1.304	1.329	1.354	1.379	1.404
4	0.0006018	1.180	1.232	1.288	1.362	1.387	1.412	1.437	1.462
5	0.0006168	1.225	1.280	1.340	1.420	1.445	1.470	1.495	1.520
6	0.0006318	1.270	1.328	1.392	1.478	1.503	1.528	1.553	1.578
7	0.0006468	1.315	1.376	1.444	1.537	1.562	1.587	1.612	1.637
8	0.0006618	1.360	1.424	1.496	1.596	1.621	1.646	1.671	1.696
9	0.0006768	1.405	1.472	1.548	1.655	1.680	1.705	1.730	1.755
10	0.0006918	1.450	1.520	1.600	1.714	1.739	1.764	1.789	1.814
11	0.0007068	1.495	1.568	1.652	1.773	1.798	1.823	1.848	1.873
12	0.0007218	1.540	1.616	1.704	1.832	1.857	1.882	1.907	1.932
13	0.0007368	1.585	1.664	1.756	1.891	1.916	1.941	1.966	1.991
14	0.0007518	1.630	1.712	1.808	1.950	1.975	2.000	2.025	2.050
15	0.0007668	1.670	1.752	1.848	1.990	2.015	2.040	2.065	2.090
19	0.0007818	1.710	1.792	1.888	2.030	2.055	2.080	2.105	2.130
23	0.0007968	1.750	1.832	1.928	2.070	2.095	2.120	2.145	2.170
27	0.0008118	1.790	1.872	1.968	2.110	2.135	2.160	2.185	2.210

Avon Lake City Schools Teacher's Salary Schedule

Base Salary ==> \$38,735

Effective date ==> 8/1/2016

Years	Tutors	B. A.	B.A. + 10	B.A. + 20	M. A.	M.A. + 10	M. A. + 20	M. A. +30	M. A. + 45
	(Hrly Rate) I	II	III	III - A	IV	V	V - A	VI	VII
0	\$20.99	\$38,735	\$40,284	\$41,834	\$43,771	\$44,739	\$45,707	\$46,676	\$47,644
1	\$21.57	\$40,478	\$42,144	\$43,848	\$46,017	\$46,986	\$47,954	\$48,922	\$49,891
2	\$22.15	\$42,221	\$44,003	\$45,862	\$48,264	\$49,232	\$50,201	\$51,169	\$52,137
3	\$22.73	\$43,964	\$45,862	\$47,876	\$50,510	\$51,479	\$52,447	\$53,416	\$54,384
4	\$23.31	\$45,707	\$47,722	\$49,891	\$52,757	\$53,725	\$54,694	\$55,662	\$56,631
5	\$23.89	\$47,450	\$49,581	\$51,905	\$55,004	\$55,972	\$56,940	\$57,909	\$58,877
6	\$24.47	\$49,193	\$51,440	\$53,919	\$57,250	\$58,219	\$59,187	\$60,155	\$61,124
7	\$25.05	\$50,937	\$53,299	\$55,933	\$59,536	\$60,504	\$61,472	\$62,441	\$63,409
8	\$25.63	\$52,680	\$55,159	\$57,948	\$61,821	\$62,789	\$63,758	\$64,726	\$65,695
9	\$26.22	\$54,423	\$57,018	\$59,962	\$64,106	\$65,075	\$66,043	\$67,012	\$67,980
10	\$26.80	\$56,166	\$58,877	\$61,976	\$66,392	\$67,360	\$68,329	\$69,297	\$70,265
11	\$27.38	\$57,909	\$60,736	\$63,990	\$68,677	\$69,646	\$70,614	\$71,582	\$72,551
12	\$27.96	\$59,652	\$62,596	\$66,004	\$70,963	\$71,931	\$72,899	\$73,868	\$74,836
13	\$28.54	\$61,395	\$64,455	\$68,019	\$73,248	\$74,216	\$75,185	\$76,153	\$77,121
14	\$29.12	\$63,138	\$66,314	\$70,033	\$75,533	\$76,502	\$77,470	\$78,438	\$79,407
15	\$29.70	\$64,881	\$67,864	\$71,582	\$77,083	\$78,051	\$79,019	\$79,988	\$80,956
19	\$30.28	\$66,237	\$69,413	\$73,132	\$78,632	\$79,600	\$80,569	\$81,537	\$82,506
23	\$30.86	\$67,786	\$70,963	\$74,681	\$80,181	\$81,150	\$82,118	\$83,087	\$84,055
27	\$31.45	\$69,336	\$72,512	\$76,230	\$81,731	\$82,699	\$83,668	\$84,636	\$85,604

2015-2016, effective 8/1/15: Base salary increase 2.75% and steps resumed

January 2016 - additional step for bargaining unit members employed on or before the start of the 2013-2014 school year

2016-2017, effective 8/1/16: Base salary increase 2.50% plus steps

Avon Lake City Schools Supplemental Salary Schedule

Base Salary ==> \$38,735 Effective date ==> 8/1/2016

Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
ATHLETICS								
ATH. SUPERVISOR								
HS	\$4,997	\$5,242	\$5,499	\$5,769	\$6,051	\$6,348	\$6,659	\$6,985
MS Athletic Supr.								
Fall	\$1,179	\$1,237	\$1,297	\$1,361	\$1,428	\$1,498	\$1,572	\$1,649
Winter	\$1,316	\$1,380	\$1,448	\$1,519	\$1,594	\$1,672	\$1,754	\$1,841
Spring	\$514	\$539	\$566	\$594	\$623	\$653	\$685	\$719
BASEBALL								
Head	\$3,963	\$4,157	\$4,360	\$4,574	\$4,798	\$5,033	\$5,280	\$5,539
Asst.	\$2,774	\$2,910	\$3,052	\$3,202	\$3,359	\$3,523	\$3,696	\$3,877
Frosh	\$2,378	\$2,494	\$2,616	\$2,744	\$2,879	\$3,020	\$3,168	\$3,323
BASKETBALL								
Head	\$6,136	\$6,436	\$6,752	\$7,082	\$7,430	\$7,794	\$8,175	\$8,576
Asst.	\$4,295	\$4,505	\$4,726	\$4,958	\$5,201	\$5,455	\$5,723	\$6,003
Frosh	\$3,681	\$3,862	\$4,051	\$4,249	\$4,458	\$4,676	\$4,905	\$5,146
MS	\$2,945	\$3,089	\$3,241	\$3,400	\$3,566	\$3,741	\$3,924	\$4,117
CHEERLEADING								
Head (Fall)	\$2,812	\$2,950	\$3,095	\$3,246	\$3,405	\$3,572	\$3,747	\$3,931
Asst.(Fall)	\$1,969	\$2,065	\$2,166	\$2,272	\$2,384	\$2,500	\$2,623	\$2,751
MS (Fall)	\$1,350	\$1,416	\$1,485	\$1,558	\$1,634	\$1,715	\$1,799	\$1,887
Head (Winter)	\$2,812	\$2,950	\$3,095	\$3,246	\$3,405	\$3,572	\$3,747	\$3,931
Asst. (Winter)	\$1,969	\$2,065	\$2,166	\$2,272	\$2,384	\$2,500	\$2,623	\$2,751
MS (Winter)	\$1,350	\$1,416	\$1,485	\$1,558	\$1,634	\$1,715	\$1,799	\$1,887
CONDITIONING								
Coordinator (HS)	\$6,959	\$7,302	\$7,661	\$8,038	\$8,433	\$8,848	\$9,283	\$9,740

Avon Lake City Schools Supplemental Salary Schedule

Base Salary ==> \$38,735 Effective date ==> 8/1/2016

Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
CROSS COUNTRY								
Head - Boys & Girls	\$3,988	\$4,184	\$4,389	\$4,604	\$4,829	\$5,066	\$5,314	\$5,574
HS	\$3,068	\$3,218	\$3,376	\$3,541	\$3,715	\$3,897	\$4,088	\$4,288
Asst.	\$2,147	\$2,253	\$2,363	\$2,479	\$2,600	\$2,728	\$2,861	\$3,002
MS	\$1,473	\$1,545	\$1,620	\$1,700	\$1,783	\$1,870	\$1,962	\$2,058
MS Asst.	\$1,381	\$1,448	\$1,519	\$1,594	\$1,672	\$1,754	\$1,839	\$1,930
FOOTBALL								
Head	\$7,414	\$7,777	\$8,158	\$8,558	\$8,977	\$9,417	\$9,879	\$10,363
Asst.	\$5,190	\$5,444	\$5,711	\$5,991	\$6,284	\$6,592	\$6,915	\$7,254
Frosh	\$4,448	\$4,666	\$4,895	\$5,135	\$5,386	\$5,650	\$5,927	\$6,218
Asst. Frosh	\$4,078	\$4,277	\$4,487	\$4,707	\$4,938	\$5,179	\$5,433	\$5,699
MS (Head)	\$3,559	\$3,733	\$3,916	\$4,108	\$4,309	\$4,520	\$4,742	\$4,974
MS (Asst.)	\$3,336	\$3,500	\$3,671	\$3,851	\$4,040	\$4,238	\$4,445	\$4,663
GOLF								
Head (HS)	\$3,068	\$3,218	\$3,376	\$3,541	\$3,715	\$3,897	\$4,088	\$4,288
J.V. (HS)	\$2,147	\$2,253	\$2,363	\$2,479	\$2,600	\$2,728	\$2,861	\$3,002
HOCKEY								
Head (HS)	\$4,602	\$4,827	\$5,064	\$5,312	\$5,572	\$5,845	\$6,132	\$6,432
Asst. (HS)	\$3,221	\$3,379	\$3,545	\$3,718	\$3,900	\$4,092	\$4,292	\$4,502
LACROSSE (HS)								
Head (HS)	\$4,730	\$4,961	\$5,204	\$5,459	\$5,727	\$6,008	\$6,302	\$6,611
Asst. (HS)	\$3,311	\$3,473	\$3,643	\$3,822	\$4,009	\$4,205	\$4,411	\$4,627
SOCCER								
Head	\$4,730	\$4,961	\$5,204	\$5,459	\$5,727	\$6,008	\$6,302	\$6,611
Asst.	\$3,311	\$3,473	\$3,643	\$3,822	\$4,009	\$4,205	\$4,411	\$4,627

Avon Lake City Schools Supplemental Salary Schedule

Base Salary ==> \$38,735 Effective date ==> 8/1/2016

Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
SOFTBALL								
Head	\$3,963	\$4,157	\$4,360	\$4,574	\$4,798	\$5,033	\$5,280	\$5,539
Asst.	\$2,774	\$2,910	\$3,052	\$3,202	\$3,359	\$3,523	\$3,696	\$3,877
Frosh	\$2,378	\$2,494	\$2,616	\$2,744	\$2,879	\$3,020	\$3,168	\$3,323
MS	\$1,902	\$1,995	\$2,093	\$2,196	\$2,303	\$2,416	\$2,534	\$2,659
SWIMMING								
Head (HS)	\$3,835	\$4,023	\$4,220	\$4,427	\$4,643	\$4,871	\$5,110	\$5,360
Asst. (HS)	\$2,684	\$2,816	\$2,954	\$3,099	\$3,250	\$3,410	\$3,577	\$3,752
Head (MS)	\$1,841	\$1,931	\$2,025	\$2,125	\$2,229	\$2,338	\$2,453	\$2,573
TENNIS								
Head	\$2,940	\$3,084	\$3,235	\$3,394	\$3,560	\$3,734	\$3,917	\$4,109
Asst.	\$2,058	\$2,159	\$2,265	\$2,376	\$2,492	\$2,614	\$2,742	\$2,877
TRACK								
Head	\$5,241	\$5,498	\$5,767	\$6,050	\$6,346	\$6,657	\$6,983	\$7,325
Asst.	\$3,669	\$3,848	\$4,037	\$4,235	\$4,442	\$4,660	\$4,888	\$5,128
MS (Head)	\$2,516	\$2,639	\$2,768	\$2,904	\$3,046	\$3,195	\$3,352	\$3,516
MS (Asst.)	\$2,358	\$2,474	\$2,595	\$2,722	\$2,856	\$2,996	\$3,142	\$3,296
VOLLEYBALL								
Head	\$4,857	\$5,095	\$5,345	\$5,607	\$5,882	\$6,170	\$6,472	\$6,789
Asst.	\$3,400	\$3,567	\$3,742	\$3,925	\$4,117	\$4,319	\$4,531	\$4,753
Frosh	\$2,914	\$3,057	\$3,207	\$3,364	\$3,529	\$3,702	\$3,883	\$4,074
MS	\$2,332	\$2,446	\$2,566	\$2,691	\$2,823	\$2,962	\$3,107	\$3,259

Avon Lake City Schools Supplemental Salary Schedule

Base Salary ==> \$38,735 Effective date ==> 8/1/2016

Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
WRESTLING								
Head	\$5,241	\$5,498	\$5,767	\$6,050	\$6,346	\$6,657	\$6,983	\$7,325
Asst.	\$3,669	\$3,848	\$4,037	\$4,235	\$4,442	\$4,660	\$4,888	\$5,128
Frosh	\$3,145	\$3,299	\$3,460	\$3,630	\$3,808	\$3,994	\$4,190	\$4,395
MS (Head)	\$2,516	\$2,639	\$2,768	\$2,904	\$3,046	\$3,195	\$3,352	\$3,516
MS (Asst.)	\$2,358	\$2,474	\$2,595	\$2,722	\$2,856	\$2,996	\$3,142	\$3,296

Avon Lake City Schools Supplemental Salary Schedule

Base Salary ==> \$38,735 Effective date ==> 8/1/2016

Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
CLUBS								
ACAD. CHALLENGE	\$1,406	\$1,475	\$1,547	\$1,623	\$1,703	\$1,786	\$1,874	\$1,965
A.F.S Club Advisor	\$1,007	\$1,057	\$1,108	\$1,162	\$1,220	\$1,278	\$1,340	\$1,406
DRAMA (HS)	\$3,707	\$3,889	\$4,079	\$4,279	\$4,489	\$4,709	\$4,939	\$5,181
DRAMA (MS)	\$1,356	\$1,422	\$1,491	\$1,565	\$1,642	\$1,724	\$1,809	\$1,898
Environmental club	\$767	\$805	\$844	\$885	\$929	\$974	\$1,022	\$1,072
FBLA	\$1,023	\$1,073	\$1,125	\$1,180	\$1,238	\$1,299	\$1,363	\$1,429
Key Club	\$1,662	\$1,743	\$1,829	\$1,918	\$2,012	\$2,111	\$2,214	\$2,323
Kids In Community Service (K-8)	\$1,023	\$1,073	\$1,125	\$1,180	\$1,238	\$1,299	\$1,363	\$1,429
Math Counts	\$1,023	\$1,073	\$1,125	\$1,180	\$1,238	\$1,299	\$1,363	\$1,429
Math/Science	\$767	\$805	\$844	\$885	\$929	\$974	\$1,022	\$1,072
Model UN	\$1,406	\$1,475	\$1,547	\$1,623	\$1,703	\$1,786	\$1,874	\$1,965
Model UN (Asst)	\$984	\$1,032	\$1,083	\$1,136	\$1,192	\$1,250	\$1,311	\$1,376
NHS	\$1,406	\$1,475	\$1,547	\$1,623	\$1,703	\$1,786	\$1,874	\$1,965
PEP	\$1,023	\$1,073	\$1,125	\$1,180	\$1,238	\$1,299	\$1,363	\$1,429
POWER OF THE PEN	\$1,023	\$1,073	\$1,125	\$1,180	\$1,238	\$1,299	\$1,363	\$1,429
Healthy Kids (K-6)	\$767	\$805	\$844	\$885	\$929	\$974	\$1,022	\$1,072
S.A.D.D.	\$767	\$805	\$844	\$885	\$929	\$974	\$1,022	\$1,072
SKI (HS)	\$1,406	\$1,475	\$1,547	\$1,623	\$1,703	\$1,786	\$1,874	\$1,965
SKI (MS)	\$1,406	\$1,475	\$1,547	\$1,623	\$1,703	\$1,786	\$1,874	\$1,965
STUD. COUNCIL (HS)	\$1,790	\$1,877	\$1,969	\$2,066	\$2,167	\$2,273	\$2,385	\$2,501
STUD. COUNCIL (MS)	\$1,790	\$1,877	\$1,969	\$2,066	\$2,167	\$2,273	\$2,385	\$2,501
STUD. COUNCIL (ES)	\$1,023	\$1,073	\$1,125	\$1,180	\$1,238	\$1,299	\$1,363	\$1,429
VARSITY CLUB	\$767	\$805	\$844	\$885	\$929	\$974	\$1,022	\$1,072
VICA (OWE CLUB)	\$1,007	\$1,057	\$1,108	\$1,162	\$1,220	\$1,278	\$1,340	\$1,406

Avon Lake City Schools Supplemental Salary Schedule

Base Salary ==> \$38,735 Effective date ==> 8/1/2016

Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
Co-Curricular								
MENTOR TEACHER	\$2,057	\$2,158	\$2,264	\$2,375	\$2,492	\$2,614	\$2,742	\$2,877
PAR CONSULTANT	\$2,057	\$2,158	\$2,264	\$2,375	\$2,492	\$2,614	\$2,742	\$2,877
CURR. COORDINATOR	\$1,007	\$1,057	\$1,108	\$1,162	\$1,220	\$1,278	\$1,340	\$1,406
DEPT. CHAIR (HS)	\$1,511	\$1,584	\$1,662	\$1,743	\$1,828	\$1,917	\$2,010	\$2,107
DIST. CALENDAR	\$2,882	\$3,021	\$3,169	\$3,323	\$3,486	\$3,657	\$3,835	\$4,025
Ed. Options Prog. Coord.	\$3,657	\$3,836	\$4,024	\$4,221	\$4,428	\$4,645	\$4,872	\$5,111
GRADE CHAIR (ES)	\$1,007	\$1,057	\$1,108	\$1,162	\$1,220	\$1,278	\$1,340	\$1,406
8TH GRADE TRIP*	\$1,023	\$1,073	\$1,125	\$1,180	\$1,238	\$1,299	\$1,363	\$1,429
ADVISOR GRADE 9	\$1,023	\$1,073	\$1,125	\$1,180	\$1,238	\$1,299	\$1,363	\$1,429
ADVISOR GRADE 10	\$1,023	\$1,073	\$1,125	\$1,180	\$1,238	\$1,299	\$1,363	\$1,429
ADVISOR GRADE 11	\$1,406	\$1,475	\$1,547	\$1,623	\$1,703	\$1,786	\$1,874	\$1,965
ADVISOR GRADE 12	\$1,406	\$1,475	\$1,547	\$1,623	\$1,703	\$1,786	\$1,874	\$1,965
NEWSPAPER (HS)	\$2,173	\$2,280	\$2,391	\$2,508	\$2,631	\$2,760	\$2,895	\$3,037
OUTDOOR ED. SUPV.	\$1,790	\$1,879	\$1,972	\$2,068	\$2,169	\$2,274	\$2,386	\$2,502
PUBLICATIONS (MS)	\$1,356	\$1,422	\$1,491	\$1,565	\$1,642	\$1,724	\$1,809	\$1,898
SAFETY PTR. (ES)	\$1,790	\$1,877	\$1,969	\$2,066	\$2,167	\$2,273	\$2,385	\$2,501
TEAM LEADER (MS)	\$1,511	\$1,584	\$1,662	\$1,743	\$1,828	\$1,917	\$2,010	\$2,107
BLDG. TECH. SUPPORT	\$1,962	\$2,058	\$2,158	\$2,264	\$2,375	\$2,492	\$2,614	\$2,742
TV PRODUCTIONS (HS)	\$3,451	\$3,620	\$3,798	\$3,984	\$4,179	\$4,384	\$4,599	\$4,824
TV PRODUCTIONS (MS)	\$1,790	\$1,877	\$1,969	\$2,066	\$2,167	\$2,273	\$2,385	\$2,501
YEARBOOK (HS)	\$3,068	\$3,218	\$3,376	\$3,541	\$3,715	\$3,897	\$4,088	\$4,288
INTRAMURALS								
FALL (HS)	\$1,007	\$1,057	\$1,108	\$1,162	\$1,220	\$1,278	\$1,340	\$1,406
FALL (MS)	\$1,023	\$1,073	\$1,125	\$1,180	\$1,238	\$1,299	\$1,363	\$1,429
FALL (Troy)	\$1,023	\$1,073	\$1,125	\$1,180	\$1,238	\$1,299	\$1,363	\$1,429
WINTER (HS)	\$1,007	\$1,057	\$1,108	\$1,162	\$1,220	\$1,278	\$1,340	\$1,406
WINTER (MS)	\$1,023	\$1,073	\$1,125	\$1,180	\$1,238	\$1,299	\$1,363	\$1,429
WINTER (Troy)	\$1,023	\$1,073	\$1,125	\$1,180	\$1,238	\$1,299	\$1,363	\$1,429

Avon Lake City Schools Supplemental Salary Schedule

Base Salary ==> \$38,735 Effective date ==> 8/1/2016

Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
SPRING (HS)	\$1,007	\$1,057	\$1,108	\$1,162	\$1,220	\$1,278	\$1,340	\$1,406
SPRING (MS)	\$1,023	\$1,073	\$1,125	\$1,180	\$1,238	\$1,299	\$1,363	\$1,429
SPRING (Troy)	\$1,023	\$1,073	\$1,125	\$1,180	\$1,238	\$1,299	\$1,363	\$1,429

MUSIC

BAND

Marching Band	\$6,639	\$6,965	\$7,305	\$7,662	\$8,038	\$8,433	\$8,847	\$9,281
March. Band Asst.	\$2,882	\$3,021	\$3,169	\$3,323	\$3,486	\$3,657	\$3,835	\$4,025
Instrumental (MS)	\$1,790	\$1,879	\$1,972	\$2,068	\$2,169	\$2,274	\$2,386	\$2,502
Instrumental (Troy)	\$1,790	\$1,879	\$1,972	\$2,068	\$2,169	\$2,274	\$2,386	\$2,502
Concert Band (HS)	\$4,853	\$5,090	\$5,338	\$5,601	\$5,876	\$6,163	\$6,465	\$6,782
Pep Band	\$1,356	\$1,422	\$1,491	\$1,565	\$1,642	\$1,724	\$1,809	\$1,898
MAJORETTES (HS)	\$1,790	\$1,879	\$1,972	\$2,068	\$2,169	\$2,274	\$2,386	\$2,502
GUARD ADVISOR (HS)	\$1,790	\$1,879	\$1,972	\$2,068	\$2,169	\$2,274	\$2,386	\$2,502
PERCUSSION (HS)	\$1,790	\$1,879	\$1,972	\$2,068	\$2,169	\$2,274	\$2,386	\$2,502

VOCAL

ElemChoir(2 schools)	\$1,315	\$1,380	\$1,447	\$1,518	\$1,592	\$1,671	\$1,752	\$1,838
Merples	\$1,356	\$1,422	\$1,491	\$1,565	\$1,642	\$1,724	\$1,809	\$1,898
Vocal (HS)	\$4,853	\$5,090	\$5,338	\$5,601	\$5,876	\$6,163	\$6,465	\$6,782
Vocal (MS)	\$1,790	\$1,879	\$1,972	\$2,068	\$2,169	\$2,274	\$2,386	\$2,502
Vocal (Troy)	\$1,790	\$1,879	\$1,972	\$2,068	\$2,169	\$2,274	\$2,386	\$2,502

NEW

Renaissance	\$1,406	\$1,475	\$1,547	\$1,623	\$1,703	\$1,786	\$1,874	\$1,965
Diversity Awareness	\$767	\$805	\$844	\$885	\$929	\$974	\$1,022	\$1,072
Comm. Service	\$1,406	\$1,475	\$1,547	\$1,623	\$1,703	\$1,786	\$1,874	\$1,965
Science Olympiad	\$1,023	\$1,073	\$1,125	\$1,180	\$1,238	\$1,299	\$1,363	\$1,429
Foreign Lang. Club	\$767	\$805	\$844	\$885	\$929	\$974	\$1,022	\$1,072
NEHS (HS)	\$767	\$805	\$844	\$885	\$929	\$974	\$1,022	\$1,072
NEHS (HS)	\$767	\$805	\$844	\$885	\$929	\$974	\$1,022	\$1,072

Avon Lake City Schools Supplemental Salary Schedule

Base Salary ==> \$38,735 Effective date ==> 8/1/2016

Position	Level I Year 1	Level II Year 2	Level III Year 3	Level IV Year 5	Level V Year 7	Level VI Year 9	Level VII Year 11	Level VIII Year 13
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Extended Service

Counselor (HS)	15 days at per diem rate
Counselor (MS)	8 days at per diem rate
OWE/OWA Coord.	10 days at per diem rate
Dean of Students	10 days at per diem rate

2015-2016, effective 8/1/15: Base salary increase 2.75% and steps resumed

January 2016 - additional step for bargaining unit members employed on or before the start of the 2013-2014 school year

2016-2017, effective 8/1/16: Base salary increase 2.50% plus steps

MEMORANDUM OF UNDERSTANDING

On Wednesday, March 25, 2009, the Interest Based Bargaining Team met and agreed to the following:

A "Master Teacher Committee", hereinafter COMMITTEE, shall be established under the following language:

- 1) A Master Teacher Committee shall be created in 2009 for the purpose of establishing procedures whereby BOARD employees may become and/or maintain the designation of "Master Teacher" according to standards set forth by the state of Ohio.
- 2) Important functions of the COMMITTEE shall include, but not be limited to, constructing district timelines to oversee and verify candidate eligibility, using state designated forms to properly process candidates, providing "Master Teacher" program information to employees, communicating the compilation of candidates' scores to appropriate individuals, maintaining required records, and submitting required information to the EMIS coordinator.
- 3) The COMMITTEE shall consist of a total of seven (7) BOARD employees as follows: three (3) elementary teachers, two (2) secondary teachers, one (1) administrator (elementary), and one (1) administrator (secondary). Said COMMITTEE teachers shall be chosen by the current ASSOCIATION President with approval by its Executive Committee. The COMMITTEE administrators shall be chosen by the district's Superintendent of Schools. Teacher member vacancies shall be filled by appointment of the ASSOCIATION's President with approval by its Executive Committee. A vacancy of an administrator member of the COMMITTEE shall be filled by appointment of the district's Superintendent of Schools.
- 4) Notwithstanding point number three in this Memorandum of Understanding, in 2009 the ASSOCIATION President shall invite any National Board Certified bargaining unit member to serve on the COMMITTEE. Furthermore, in 2009 the ASSOCIATION President and Executive Committee shall assign staggered terms of one (1) year, two (2) years and three (3) years to the appointed teacher members of the COMMITTEE so that an equal number of them shall fill said terms. Upon the expiration of these staggered terms, teacher members of the COMMITTEE shall thereafter be appointed for a term of three (3) years. The term for the administrators serving on the COMMITTEE shall be determined by the district's Superintendent of Schools, but in no case shall it exceed three (3) years. Furthermore, it shall be the goal of the COMMITTEE that in subsequent years teacher member appointments shall consist of "Master Teachers" who have achieved "Master Teacher" status through the COMMITTEE.
- 5) The COMMITTEE shall choose a chairperson annually by a simple majority vote. The duties of the chairperson shall include, but not be limited to, attending all meetings and facilitating them, maintaining a written record of meeting attendees,

receiving all candidate applications, preparing candidate applications for blind readings by COMMITTEE members, taking notes during meetings, or assigning note taking to another member, maintaining and storing all records and forms, sending application results to appropriate individuals, receiving written correspondence, including appeals by candidates, and remaining impartial by not scoring applicant documents.

- 6) Two (2) teacher members of the COMMITTEE shall read and score each application, and the COMMITTEE shall assign such members by attempting to closely match the candidate to these COMMITTEE members by either grade level and/or subject. If the two (2) assigned COMMITTEE members disagree regarding the recommendation of an applicant, then the COMMITTEE shall assign a third teacher member to read and score the application. Applicants will receive recommendations by a majority vote of the assigned teacher members.
- 7) An applicant may submit to the COMMITTEE chair an appeal in writing, within thirty (30) calendar days of receiving any written decision to deny the status of "Master Teacher" to the applicant. Upon receiving such appeal the COMMITTEE chairperson shall set an appeal meeting for the applicant to meet with members of the COMMITTEE. Said meeting shall be held no later than sixty (60) calendar days from receipt by the chairperson of the written appeal. Within thirty (30) days of this appeal meeting the COMMITTEE shall render a final decision to the applicant. No decision by the committee shall be subject to the contractual grievance procedure under the Master Contract between the BOARD and the ASSOCIATION.
- 8) There shall be at least four (4) required meetings of the COMMITTEE during each school year.

Superintendent of Schools

ALEA President


Robert Scott


Leslie Koelsch

ALEA/ALBOE Consensus Statement

4/2/09

In the course of Interest Based Bargaining between the Avon Lake Education Association and the Avon Lake Board of Education, the following issue was discussed.

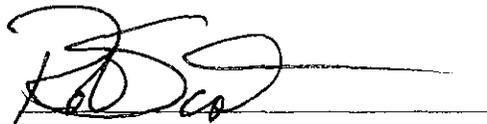
Classroom Temperature:

How can we best manage the temperature in each classroom to optimize the learning environment for students?

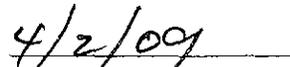
It was agreed that:

- The Board of Education will hire a third party, an independent company, to evaluate the HVAC systems in each building and address the issue of heating, cooling, and the velocity of blowing air from each building system. The report and recommendations will be reviewed by both members of ALEA and the Board of Education to discuss what action can further take place.
- A formal procedure will be implemented to document classroom temperature issues. Documentation will include individual room issues, assessment, corrective action, and follow-up communication. Documentation might state that there is too much heat, it is too cold, or too much air is blowing on the students.
- An assessment of each room in question will be taken by an administrator, an ALEA representative, and someone to fix the environmental problem. When a temperature change is needed, immediate corrective action will include an adjustment of the temperature in the room or zone, done in increments until the environment is conducive to learning. Formal documentation will also include follow-up communication with the teacher at a later date.
- A report on the documented problems will be presented to the Board of Education two times over the school year, October and February, as an on-going evaluation of the schools' environmental systems.
- The temperature will be set the same on "teacher workdays" as it would ordinarily be set on "student days".

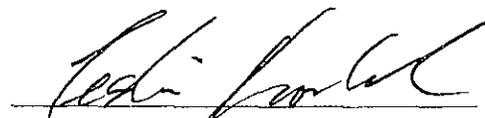
The above statements are hereby agreed upon by the ALEA and the ALBOE.



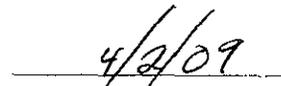
Superintendent



Date



ALEA President



Date

Memorandum of Understanding

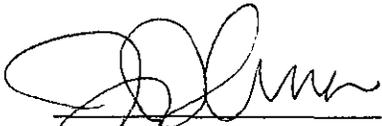
The Avon Lake Education Association (hereinafter the "Association") and the Avon Lake City Schools Board of Education (hereinafter the "Board") have met and agreed to the following parameters for an intervention program for at risk students preparing for mandatory testing:

- The positions will be called intervention services teachers
- Positions will be posted in accord with existing contractual guidelines
- Preference will be given to qualified applicants who are currently employed by the district
- The rates of compensation will be:
 - For a tutor, the hourly rate of a first year tutor in Article 45, A (1)
 - For a teacher, the staff development rate in Article 23
 - For a newly hired employee, the hourly rate of a first year tutor in Article 45, A (1)
- The schedule will vary depending on the needs of the students and the schedule of each building:
 - Each building administrator or his designee will arrange the schedule of the newly hired personnel according to the needs of the of the students, the availability of personnel, and the number of hours allotted for the program
 - It is understood that the intervention program will not interfere with the teacher's contractual time. It is the teacher's responsibility to make up any contractual time spent with students who are enrolled in the before or after school intervention program
 - Conflicts will be brought to the attention of the building principal and the Association for resolution

This program will be evaluated yearly by the Curriculum Director and designated Association representatives. Their recommendations will be reviewed and either accepted or rejected by the Superintendent and the ALEA President.



Robert Scott, Superintendent



Jeffrey Arra, ALEA President

11/12/14

Date

11/12/14

Date

Memorandum of Understanding

This Memorandum of Understanding between the Avon Lake City School District Board of Education ("Board") and the Avon Lake Education Association ("Association") is intended, upon execution, to set forth an agreement on the subject of Summer School Program consistent with Article 17 and Article 26 of the Master Contract, as follows:

1. A position currently held by a member of the bargaining unit will not be posted if the member indicates their intention to continue in the position and if the member has performed the duties of the position satisfactorily.
2. Vacant summer school positions will be posted according to the 7/1/2009 Master Contract. Teachers may submit a letter of application for any posted vacancy to the Superintendent within seven (7) calendar days of the posting. The "Statement of Teacher Intention" form is not a written letter of application. In-house candidates who submit a letter of application will be verbally screened or interviewed for the vacant position before new teachers outside the system are considered to fill the vacancy.
3. The Summer School Director shall select, assign, and recommend to the Board teachers to be employed for summer school. Preference will be given to qualified members of the bargaining unit.
4. All new positions will be posted.
5. All members of the bargaining unit who apply for a summer school teaching position will be contacted and will be verbally screened or interviewed.
6. A summer school position that becomes open because the person who was awarded or was to be awarded the position resigns must be reposted.
7. Compensation for summer school teachers shall be \$25.00 per hour.



Robert Scott, Superintendent

5/8/15
Date



Jeffrey Arra, ALEA President

5/8/15
Date

Memorandum of Understanding

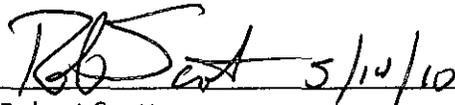
On Monday, April 26, 2010, the Avon Lake Board of Education and ALEA agreed to the following:

- (1) 0 hour classes at Avon Lake High School can be offered if there is enough student interest to warrant the class(es).
- (2) 13th period classes at Avon Lake High School can be offered if there is enough student interest to warrant the class(es).
- (3) Teachers for 0 hour and 13th period classes will be selected from volunteers.
- (4) If more than one teacher volunteers for a class the High School Administration will be responsible for selecting the teacher for the class.
- (5) Class offerings and teacher selection will be on a year to year (semester to semester if appropriate) basis.

0 hour and 13th period classes do not change to existing master schedule of Avon Lake High School.

0 hour and 13th period classes do not change the class load of Avon Lake High School teachers. 0 hour and 13th period classes will "make" under the same guidelines used for 1st through 12th period classes (minimum approximately 10 students enrolling).

Superintendent of Schools


Robert Scott

ALEA President


Leslie Koelsch

Memorandum of Understanding

A teacher may authorize a salary deduction for a personal Tax Shelter Annuity. Effective May 1, 2015, the office of the Treasurer will electronically remit a Tax Sheltered Annuity deduction list to the District's Third Party Administrator (TPA) by each pay date. A payroll deduction change must be authorized by the employee. The Treasurer's office will make changes in deductions on the 1st of each month upon receipt of a salary modification agreement from the District's TPA before any deduction shall be made.



Robert Scott, Superintendent



Jeffrey Arra, ALEA President

4/30/15

Date

4/30/15

Date

MEMORANDUM OF AGREEMENT

This Memorandum of Understanding is made this 27th day of May, 2015 by and between the Avon Lake Superintendent of Schools, Robert Scott (hereinafter "Superintendent") by authority granted to him by the Avon Lake City School District Board of Education (hereinafter "Board of Education"), and the Avon Lake Education Association, through its President, Jeffrey Arra (hereinafter "ALEA").

WHEREAS, Board of Education and ALEA currently have in effect a Negotiated Master Agreement, effective July 1, 2009 through June 30, 2015 (hereinafter "Agreement") governing the terms and conditions of employment for teachers employed by the Board of Education; and

WHEREAS, the Agreement contains an Article 25, **Insurance**, which includes a sub-Article 25, **B. Medical, Prescription, Dental and Vision Insurance** which provides for the previous named coverage to all members of the ALEA; and

WHEREAS, within sub-Article 25, B, there is included a numbered provision "(8)" that the Board of Education and ALEA negotiated the following: "Employees who discontinue medical coverage after a minimum one-year enrollment with ALCS will be eligible for a monthly opt out incentive. The "opt out" incentive was set at \$150.00 per month, paid quarterly, for each month that a member of the bargaining unit "discontinued medical coverage." The language contained within Article 25, sub-Article 25, B, (3) had previously been included in like form in all Master Agreements beginning with the 2003-2004 school year; and

WHEREAS, the current Treasurer has discovered that implementation and execution of the terms of Article 25, sub-Article 25, B, (3) has resulted in a limited number of members of the bargaining unit receiving "discontinued medical coverage payments" erroneously without legal authority and other members of the bargaining unit receiving less than the appropriate bargained payment; and

WHEREAS, the Board of Education through its Superintendent and the ALEA through its President are desirous in: (a) correcting the issues discovered, (b) legalizing any erroneous past payments provided to members of the bargaining unit, (c) making members of the bargaining unit whole and (d) complying with the Federal Affordable Care Act.

NOW THEREFORE, the Superintendent and President enter into the following Memorandum of Understanding:

1. That the Board of Education shall be responsible for all erroneous under payments owed to any member of the bargaining unit. Further, the parties agree that the Office of Treasurer shall only be required to make payments to members of the bargaining unit who received less than the stated \$150.00 per month at any time during the following school years: 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015. The Office of Treasurer shall not be required to make payment, nor shall a member of the bargaining unit be eligible for payment for any school year occurring before July 1, 2010.

2. That for all bargaining unit members who have and are receiving erroneous payment (either \$75.00 per month or \$150.00) when the bargaining unit member did not completely "discontinued medical coverage," the Board of Education and ALEA interpret Article 25, sub-Article 25, B (3) to authorize the payments as appropriate and legal for the school years, 2003-2004 through May 31, 2015. Further that, effective June 1, 2015, the parties agree that the language of Article 25, sub-Article 25, B (3) shall be interpreted to mean that a bargaining unit member shall only be eligible for payment of the "discontinued medical coverage payment" of \$150.00 per month when the member of the bargaining unit discontinues Board of Education medical coverage, whether family and/or single coverage.

3. That the Treasurer shall provide to the President a list of all the named members of the bargaining unit who are to receive back payment for being under paid for the time stated herein (attached as Exhibit A) and a list of named bargaining unit members who shall no longer be eligible to receive payment for discontinuing medical coverage (attached as Exhibit B).

4. That effective July 1, 2015 and going forward, it shall be the responsibility of a member of the bargaining unit to notify, in writing, the Office of the Treasurer, Payroll Department, that the bargaining unit member is completely discontinuing Board of Education medical coverage (family and/or single) and he/she is now eligible for the \$150.00 per month payment.

5. That upon execution of this Memorandum of Understanding, the Board of Education, in an open and public meeting, shall adopt a Resolution that affirms and concurs with the Superintendent's execution of the Memorandum of Understanding.

6. That the Superintendent and President have had an opportunity to review this Memorandum of Understanding with their respective legal and/or labor relations counsels and understand that by their signatures to be bound by the terms contained herein.

7. That the Memorandum of Understanding contains all the agreements between the parties.

**AVON LAKE CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

By: 
Superintendent

AVON LAKE EDUCATION ASSOCIATION

By: 
President

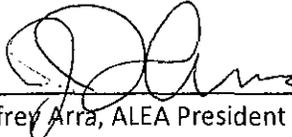
Memorandum of Understanding

On August 10, 2015 the Professional Evaluation Committee met and agreed to the following changes to Appendix D of The Master Contract pertaining to teacher evaluations:

The current chart explaining the teacher categories for Student Growth Measures should be replaced by the following chart:

Teacher Category	Teacher Description	Avon Lake Percentages
A1	Teacher instructs value-added subjects exclusively	Teacher will be evaluated based upon performance only (No SGMs)
A2	Teacher instructs value-added subjects but not exclusively	50% LEA Measure (1 SLO minimum)
B	Approved vendor assessment Teacher Level Data (MAPS) LEA Measures (SLO)	10% vendor-approved 40% SLO (1 Minimum)
C	No teacher-level value-added or approved vendor assessment data available	50% SLO (1 minimum)



Robert Scott, Superintendent

Jeffrey Arra, ALEA President

8/10/15
Date

8/10/15
Date

**GRIEVANCE PROCEDURE FORM
TO BE SENT TO THE APPROPRIATE ADMINISTRATOR AT EACH LEVEL**

Aggrieved Person, Persons, and/or Association _____

Address _____ Phone _____

School _____ Principal _____

Date Grievance Occurred _____ Date of Formal Filing _____

Person or Persons to Whom Grievance is Directed _____

Initiated at Level _____

Statement of Grievance: _____

What part of the Master Contract is allegedly violated? _____

Set forth the language and provision allegedly violated. _____

Action Requested: _____

Have you discussed this with your immediate supervisor? Yes No

ALEA Representative _____ Grievant _____

Note: A copy of this form and all responses and appeals will be sent to the Association President by the responsible administrator.

AVON LAKE CITY SCHOOLS
SICK LEAVE BANK DONATION FORM



I, _____ choose to donate _____ days of my accumulated sick leave to the Sick Leave Bank. I understand that the days contributed to the bank are no longer available for my use.

Signature _____

Date _____

Building _____

**Please return to Mr. Robert Scott
by September 30.**

AVON LAKE CITY SCHOOLS
APPLICATION TO USE SICK LEAVE BANK

I _____ wish to apply for ____ day(s) of sick leave from the Avon Lake City Schools Sick Leave Bank.

I have reviewed the criteria found in Article 6 – Section H of the Master Contract between the ALEA and the Avon Lake Board of Education.

I will need days from the Sick Leave Bank because _____

I understand that all of my accumulated sick leave must be exhausted before I can receive days from the Sick Leave Bank. I additionally understand that any sick leave that accumulates during my absence will be deducted before days from the Sick Leave Bank will be used.

Signature

Date

This form must be forwarded to the ALEA President who will meet with the Superintendent to forward the application to the HCC Subcommittee.

Number of Sick Leave Bank days approved _____

ALEA President

Date

Superintendent

Date

AVON LAKE CITY SCHOOLS

Alternative Activity Summer Professional Development Worksheet

Name: _____ Building: _____ Date: _____

Description of alternative professional development opportunity:

Date of professional development: _____ Hours proposed: _____

Approved: _____

Denied: _____

Reason if denied:

Superintendent/designee

Once this individual staff development opportunity is completed, please describe the event below and comment how it added to your professional growth. Include verification that you participated in the event. Turn in the completed worksheet with verification to your building administrator prior to the first teacher work day of the new school year. Time earned for staff development will be verified by the building administrator.

Hours earned: _____ Participant Signature: _____ Date: _____

Superintendent/designee approval: _____ Date: _____

