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# **AGREEMENT**

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**between the**

**EAST CLEVELAND BOARD OF EDUCATION**

**and**

**EAST CLEVELAND EDUCATION ASSOCIATION**

**Effective August 18, 2020 to August 17, 2023**

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## ARTICLE I – RECOGNITION

- A. The East Cleveland Board of Education (hereinafter referred to as “the Board”) recognizes the East Cleveland Education Association (hereinafter referred to as “the ECEA”) affiliated with the Ohio Education Association and National Education Association, as the exclusive representative of the individuals employed by the Board involved in the instruction, supervision or counseling of students in grades K-12. Individuals presently included in the bargaining unit shall include, but not be limited to, classroom teachers, media specialists, guidance counselors, speech and hearing therapists, psychologists, nurses, social workers, and resource teachers.

Supervisory and management level employees shall be excluded from the unit and shall include, but shall not be limited to, the Superintendent, assistant to the Superintendent, directors, administrators, principals, assistant principals, district supervisors, administrative coordinators, curriculum specialists, or any other supervisory or management level employee. It is further agreed that these criteria shall be modified in the event Ohio Revised Code Sections 4117.01 (F) and/or (L), which define the terms “supervisor” and “management level employee”, are amended by the state legislature, and that any disagreement which arises over the applicability of these criteria shall be settled through the procedures of SERB.

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

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

### B. Definitions

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

1. Employee: Any employee in the bargaining unit defined in Article I, Section A. of this Agreement.
2. Day: A calendar day.
3. Workday: A day on which an employee is scheduled to report for work during the regular school year; during the summer recess, any Monday through Friday when the central administration office is open for regular business, excluding recognized holidays.
4. Immediate Supervisor: The Principal or the administrative designee acting as principal at the school level or, elsewhere, the person in a comparable administrative or supervisory position responsible directly for the supervision and



direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by the ECEA.

5. Superintendent: The Superintendent of the East Cleveland City School District or his/her designated representative.
6. ECEA: The East Cleveland Education Association.
7. Board: The Board of Education of the East Cleveland City School District.
8. District: The East Cleveland City School District.

## **ARTICLE II – PROFESSIONAL NEGOTIATIONS**

- A. Negotiations will be conducted through meetings of negotiators selected by the Board and negotiators selected by the ECEA.
- B. Not less than sixty (60) days prior to the expiration of this Agreement, or at some other mutually agreeable time, the parties agree to meet for the purpose of negotiating a successor agreement. The purpose of the first meeting shall be to exchange complete negotiations packages which shall consist of written proposals, or statements of issues, to establish any necessary ground rules for future meetings, and to establish a schedule of meetings.
- C. The parties agree to meet and negotiate in accordance with the procedures set forth herein in good faith in an effort to reach agreement on matters raised by the parties relating to items in the negotiations packages. Any agreement reached shall apply to all employees under the contract. The Agreement shall be reduced to writing, presented to the ECEA, and, if adopted, be presented to the Board for its approval, and, if approved, be officially adopted by the Board.
- D. Once the negotiations packages have been exchanged, no new items may be added by either party except through mutual agreement.
- E. During such negotiations, the Board and the ECEA will present relevant data, exchange points of view and make proposals and counter proposals. All public records will be made available to the ECEA upon reasonable request in writing, during normal business hours.
- F. During the course of negotiations, items tentatively agreed to shall be reduced to writing and initialed by representatives of each negotiations team and set aside. No item shall be finally agreed to by the respective negotiating teams until all items have been agreed to.

- G. Every effort shall be made to conclude negotiations within forty-five (45) days from the date the negotiations proposals are exchanged. If agreement is not reached on all issues forty-five (45) days prior to the expiration date of this Agreement or if an impasse exists at an earlier time, the parties will seek to resolve the impasse by requesting that the Federal Mediation and Conciliation Service (FMCS) appoint a Federal Mediator, or if the FMCS services are not available during the mediation period, by requesting that the State Employment Relations Board (SERB) appoint a SERB mediator. This process of mediation constitutes the parties' mutually agreed upon dispute resolution procedure under Revised Code Section 4117.14(C) and no other dispute resolution procedure except mediation shall be required.
- H. Negotiating sessions between the Board and the ECEA shall be closed to the press and the public.
- I. There shall be no publicity releases except those mutually agreed upon by the parties until after the expiration of the negotiation period as provided in Section G. This is not to preclude the ECEA bargaining team from reporting to its members nor the Board's bargaining team from reporting to the members of the Board. During the negotiation period as provided in Section G, neither bargaining team nor the individual members thereof shall report nor cause to be reported information concerning bargaining to the other party's membership.

### **ARTICLE III – GRIEVANCE PROCEDURE**

#### **A. Definition of Grievance**

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

#### **B. Definition of Grievant**

The person or persons filing the grievance. ECEA may file a grievance on behalf of members.

#### **C. Procedure**

The purpose of the grievance procedure is to reach an equitable solution consistent with the terms of this Agreement in the shortest time at the lowest administrative level possible. If the grievance involves more than one work location or a group or class of employees and the Immediate Supervisor is without authority to grant the relief sought, or arises from the action or inaction of an administrator above the level of the Immediate Supervisor, it may be filed initially with the Director of Human Resources at Step 3 of the grievance procedure and the informal discussion may be waived by either party. If a grievance is not filed at Step 2 of this procedure within twenty-five (25) workdays after

the grievant knew or reasonably should have known of the act or conditions giving rise to the grievance, the grievance shall be considered waived.

Step 1.            Informal Discussion

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

Step 2.            Immediate Supervisor

If the informal discussion in Step 1 does not provide a satisfactory disposition of the grievance, ECEA may submit the grievance in writing to the Immediate Supervisor on the Grievance Form found in Appendix F within twenty-five (25) workdays after the grievant had knowledge, or reasonably could have had knowledge, of the event or condition giving rise to the grievance. A written decision is to be rendered by the Immediate Supervisor to the ECEA within five (5) workdays of presentation of the grievance form.

Step 3.            Director of Human Resources

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

Step 4.            Superintendent

If the grievance is not resolved at Step 3, the grievance may be presented by ECEA to the Superintendent within five (5) workdays after receipt of the decision of the Director of Human Resources under Step 3. The Superintendent will render a decision to the ECEA within five (5) workdays of presentation of the grievance.

Step 5.            Optional Federal and Mediation Conciliation Service (FMCS) Mediation

The Association and the District may mutually agree to add a step after Step 4 and before Arbitration. In this situation, the parties shall mutually notify FMCS and secure a FMCS mediator to convene a mediation session for the parties to explore whether an amicable resolution of the grievance is possible within fourteen (14) workdays after Step 4. The ECEA and the District agree the grievance shall be held in abeyance if the parties agree to FMCS under this step. If either party no longer desires to mediate the matter or mediation is unsuccessful, the grievance shall be filed with AAA within fourteen (14) workdays.

Any FMCS mediation session under this step shall be held at a date/time location which is mutually agreed upon by the ECEA and the District.

The ECEA and the District may agree to use this optional step prior to initiating any unfair labor practice or lawsuit in state or federal court against the other respective party.

Step 6.            Arbitration

If the grievance is not resolved at Step 5, ECEA may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so within twenty-five (25) workdays of failure of resolution at Step 5. ECEA shall then request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association. The arbitrator shall be chosen from a list of seven (7) names furnished by the American Arbitration Association. Either party shall have the right to reject one list of arbitrators and to direct the AAA to submit a new list.

The arbitrator's decision shall be binding on all parties including, but not limited to, the Board, the grievant, and the ECEA. The arbitrator shall not have the power to add to, subtract from, or modify this Contract, including a decision that provides for relief outside of or inconsistent with this Contract. The entire cost of arbitration shall be borne equally between the Board and the ECEA. The Board and the ECEA are equally committed to resolving grievances at the lowest level possible and mutually agree that arbitration is to be used as a last resort.

D.        Stipulations

1.        The fact that an employee files a grievance shall not be recorded in his personnel file or in any file used in the transfer, assignment or promotion process, nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the ECEA or its officers be placed in jeopardy or be the subject of reprisal or discrimination for having followed the grievance procedure.
2.        The grievant shall never be required to meet with an administrator at any stage of the grievance procedure without the presence of a representative of the ECEA or its affiliates.
3.        The parties agree that grievance proceedings shall be kept as informal and confidential as may be appropriate at the level of the procedure. Further, it is agreed that the investigating and processing of any grievance shall be conducted in a professional manner at such time and in such ways as not to cause interruption or interference with established teaching schedules and duties and are consistent with past practice. There shall be no releases regarding the grievance to the news media during the processing of a grievance.
4.        The Administration will cooperate with the ECEA President or designee in its investigation of any grievance.

5. Since it is important that grievances be processed as expeditiously as possible, the number of days stipulated shall be considered maximum. However, the time limit may be extended for just cause by mutual written agreement. The absence of a party-in-interest shall constitute just cause for time limit extensions of up to five (5) days.
6. The time limitations set forth hereinafter for the submission of a grievance at any step shall be deemed of essence, and the failure by the ECEA to submit a grievance within the time specified shall be deemed an abandonment of that grievance.
7. A grievance may be submitted within the timeline but shall not be processed until it is assigned a grievance number by the ECEA President/designee. Failure by the ECEA President/designee to assign a grievance number shall not extend any timeline as defined by this Article and included herein.
8. Settlements between the parties at any stage short of arbitration shall bind the immediate parties and the ECEA to the settlement and shall be deemed binding precedent in any later grievance proceeding unless the Board and the ECEA agree otherwise.

#### **ARTICLE IV – RIGHTS OF THE BOARD**

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

#### **ARTICLE V – ECEA AND EMPLOYEES RIGHTS AND RESPONSIBILITIES**

##### **A. Access to School Facilities**

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

##### **B. Duly Authorized Representatives**

Duly authorized representatives of the ECEA and their respective affiliates shall be permitted to transact official business on school property at all reasonable times and after

checking in with the principal and stating the reason for the visit. However, the disturbance of an employee who is in the process of conducting a class shall be in accordance with the building procedures regarding visitors.

C. ECEA President's Released Time

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

D. Discipline of Employees

1. Purpose

The Board acknowledges that any disciplinary action affecting a bargaining unit member should be administered with the intention of improving the employee's performance. In furtherance of that end, the Board agrees that, whenever possible, disciplinary problems should be initially resolved between the bargaining unit member and his/her immediate supervisor. No employee shall be disciplined or deprived of any professional benefits without just cause. If disciplinary action is warranted, the principle of progressive corrective action will be followed. The Board reserves the right to determine the level of discipline based on the severity of the violation of district policies or guidelines, state law, and federal law.

a. Removing Disciplinary Material from Personnel File

Upon the employee's request, written reprimands and/or letters of a disciplinary nature will be removed from the employee's personnel file providing that thirty (30) months have elapsed after the effective date of the reprimand and/or letter and providing there are no intervening reprimands or disciplinary letters during the thirty (30) month period.

2. Notification

Allegations which would lead to discipline shall be brought to the attention of the bargaining unit member within five (5) school days of when the administration has first knowledge of the incident except if the matter is under the mutual jurisdiction of law enforcement. Disciplinary hearings shall be conducted at a mutually agreed time. In the event a bargaining unit member is to be disciplined, the Board agrees to provide the employee with written notice of the reason(s) for the intended action together with the date(s) for the implementation of the disciplinary action. If disciplinary action is warranted, the ECEA President shall

be advised in writing of the discipline imposed within five (5) days of the conference.

3. Conference

A meeting between the employee, the ECEA representative(s), and the Superintendent or designee shall be held with each step of the disciplinary process. At the request of the employee, a reasonable extension of the conference date, not to exceed three (3) workdays or the first available day following the absence when the parties-in-interest can be present, shall be granted.

4. Progressive Discipline Guideline

a. Step 1. Informal Discussion

Immediate supervisors may initiate an informal discussion regarding a violation of district policies or guidelines, and violations of state and federal laws. An informal discussion may be initiated by the following:

- (1) Superintendent
- (2) Superintendent's designee

b. Step 2. Verbal Warning

Documented verbal warnings may be given to an employee that clearly establish the reason for the action taken, to include a reference to the district policies or guidelines, and violations of state and federal laws. A verbal warning may be initiated by the following:

- (1) Superintendent
- (2) Superintendent's designee

c. Step 3. Written Reprimand

Written reprimands may be given to an employee for the violation of district policies or guidelines, and violations of state and federal laws. All written reprimands will clearly establish the reason for the action taken, to include a reference to the district policies or guidelines, state law, and federal law that was violated. A written reprimand may be initiated by the following:

- (1) Superintendent
- (2) Superintendent's designee

d. Step 4. Disciplinary Written Directives

If an employee has documented disciplinary actions that demonstrate a need for improved performance in his/her file, the employee may receive written directives. The purpose of written directives is to support the employee to achieve satisfactory job performance. The development and implementation of the directives shall be done in cooperation with the immediate supervisor, the ECEA President or designee, and the employee.

e. Step 5. Suspension Without Pay

In cases of a serious nature, temporary suspension(s) without pay may occur.

5. Termination

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

6. Grievance

The employee shall have the right to process any of the above actions through Article III, Grievance Procedure, of the collective bargaining agreement.

7. Representation

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

E. ECEA Released Time

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

F. Board Meetings and Agenda

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



G. Employee Orientation Meetings

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

1. Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.
2. Any individual who wishes to cancel their membership must notify the Association Treasurer in writing between August 1 and August 31. A member may cancel their membership outside the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

H. ECEA Input

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

I. Job Descriptions and Qualifications

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

J. ECEA Meetings

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

K. Names of New and Retiring Employees

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

L. Professional Dues/Fair Share Fee

1. Professional Dues Deduction

- a. Employees may have annual membership dues to the ECEA and any of its affiliates deducted from eighteen (18) paychecks in equal installments beginning with the fourth (4th) paycheck issued each school year. Such deductions for an employee whose written authorization is submitted after October 1 shall be made in equal installments from the paychecks remaining in that school year. Dues deductions shall not be provided for other organizations. The Board will deduct and promptly remit to the ECEA the amount specified by the ECEA in payment of current membership dues provided that the Treasurer has first received for each employee from whose salary such deductions are to be made a written assignment duly authorizing and directing the Board to do so.
- b. ECEA membership shall be continuing from year-to-year unless revoked by the member in writing with copies to the Board Treasurer and the ECEA Treasurer on or before September 1 of any school year. The ECEA Treasurer shall provide the Board Treasurer with a list of all members and the amount of unified dues by October 1 of each school year.
- c. The balance of the annual deduction shall be deducted from the final paycheck of an employee resigning from employment, receiving an unpaid leave of absence, or whose employment otherwise has been terminated after such deductions have begun. In the case of a leave of absence when the balance cannot be deducted before the leave begins, the amount shall be deducted from the first paycheck upon the employee's return from leave.
- d. The ECEA agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Treasurer under this provision or in reliance on any assignment or revocation furnished to the Treasurer provided such assignment or revocation was in accordance with the terms of this provision.
- e. ECEA membership is annual with the membership year being September 1 through August 31. Once a member enrolls, such membership shall be

continuous thereafter for each subsequent membership year unless the individual cancels their membership.

- f. Any individual who wishes to cancel their membership must notify the ECEA Treasurer in writing between August 1 and August 31. A member may cancel their membership outside the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the ECEA.

2. Fair Share Fee

- a. Consistent with applicable law as set forth by the United States Supreme Court in *Janus*, the District will make no deduction from an employee who has not affirmatively consented to such deduction.
- b. Should applicable law as set forth by the United States Supreme Court in *Janus* be overturned, the District will reinstate the provisions of this Section L, subsection 2, as set forth in the agreement dated August 18, 2018 to August 17, 2020.
- c. The ECEA shall indemnify and hold the Board harmless for any cost expended against any and all claims, demands, suits, or other forms of liability that may arise out of or are in any way related to the deduction of fair share fees or the operation of this fair share fee arrangement. The ECEA further agrees to assume the defense of the Board and the Board agrees to cooperate with the ECEA and its counsel in the defense of any suit, claim, or proceedings arising out of this fair share fee agreement.

M. ECEA Announcements

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

N. Bargaining Unit Roster

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

O. Leave for State or National Office

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

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

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

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

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

This provision applies notwithstanding any other provisions of the Agreement.

P. ECEA Business Leave

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

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

Q. Employee Assistance Program

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

R. ECEA District Relations Meetings

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

S. ECEA Building Relations Meetings

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

T. Dress Code Language Committee

The parties agree to form a Committee to develop dress code language that addresses professional appearance and safety. The Committee will meet within 30 days of ratification. Resulting language will be the subject of an MOU.

## **ARTICLE VI – PERSONNEL FILES**

- A. Employees and/or employee's ECEA representative, shall have the right to have access to their personnel files in the presence of the Human Resource Director or his/her designee

at any time during the normal work day, providing this does not interfere with the employee's assigned duties. (Employees are encouraged to make appointments in advance of a review of the files.) Only the Superintendent shall have the right to place material in an employee's file.

- B. Materials in the file must be job-related, and the employee shall have the right to place a written response in the file to any material contained therein. No item from any anonymous source may be placed in the personnel file. A copy of any material placed in the file subsequent to the adoption of this agreement shall be provided to the employee. An employee shall be entitled to copy his/her file at a nominal fee.
- C. There shall be no more than one (1) personnel file maintained for each employee. The personnel file will be maintained in the Human Resources office. An employee's immediate supervisor may maintain a temporary personnel file which may include only evaluation documents for evaluations in progress or other documents in transit to the official personnel file and which will be purged at the end of the school year.

## **ARTICLE VII – EMPLOYEE'S DAY AND YEAR**

### **A. Day**

- 1. The length of the workday shall be as follows:

Total Time

Senior High School – 7 hours, 40 minutes

Middle School – 7 hours, 40 minutes

Elementary School – 7 hours, 30 minutes

- 2. All employees will have a duty-free lunch period of at least thirty (30) minutes. The high school day will not begin earlier than 7:30 a.m. nor end after 5:00 p.m. except in individual cases as mutually agreed by the Board and the ECEA. Any assignment that begins before 7:30 a.m. or extends beyond 5:00 p.m. shall be strictly voluntary. The middle school day will not begin earlier than 7:30 a.m. nor end after 5:00 p.m. except in individual cases as mutually agreed by the Board and the ECEA.
- 3. The salary schedule anticipates that employees will remain after the end of the school day, or report before the start of the school day in the case of high school/extended day programs to attend faculty or other professional meetings. Over a school year there shall be no more than nine (9) such meetings, each no more than one (1) hour in length. All faculty or other professional meetings shall be scheduled with three (3) workdays advance notice.

4. The maximum hours of student attendance required by state law shall be maintained on these days. Also, employees shall attend not more than one (1) evening meeting in a school year. Released time shall be provided for the first of the evening meetings.
5. Teachers at the secondary level shall have daily preparation time of one (1) regular class period. The teaching load at the secondary level shall not exceed six (6) teaching assignments (exclusive of lunch period and homeroom assignments, but inclusive of study hall assignments and other student supervision periods).

B. General Supervision of Students

1. The parties recognize that it is a shared responsibility to ensure the safety of students, colleagues, and visitors to the District. Additionally, maintaining a calm environment provides an optimal environment for learning. Further, teachers are legally responsible for the safety and well-being of students during all aspects of the school day, authorized extensions of the school day and during times for extracurricular activities.
  - a. General supervision time shall not be construed as a part of the six (6) teaching assignments.
  - b. Employees at the secondary level shall exercise general responsibility for student supervision by standing in their doorways during student passing times and two minutes before the first student bell. Staff and building administration are collectively responsible for clearing the hallway at the end of the student day.
  - c. Elementary teachers are collectively responsible with the building administrators to clear the grounds at the end of the day.
2. No employee shall be scheduled for more than three (3) consecutive assignments, inclusive of study halls, except that either a hallway or cafeteria duty may be assigned above the three (3) consecutive assignment limit. However, in no case shall an employee be assigned more than 180 consecutive minutes.
3. An employee required to attend an individualized education program (IEP) or meeting or an intervention-based multi-factor evaluation (IBMFE) meeting held outside the school day shall be compensated for such time at the hourly rate specified for BA, Step 1.

C. Year

1. The school year shall consist of 189 days as follows:
  - a. The first three (3) days of the school year will include three (3) employee workdays. The first day will be reserved for a District professional development day exclusively. The second day will be reserved for Convocation and building professional development. The third day will be reserved as an employee workday exclusively.
  - b. One (1) employee workday which shall be scheduled for the weekday immediately following the last day of student attendance for the school year.
  - c. Five (5) holidays (four holidays if school starts after Labor Day or ends before Memorial Day, in which case the school year shall consist of 188 days).
  - d. 180 days in session. The equivalent of two of these days shall be used for parent-employee conferences which shall occur in the fall and spring of each school year. The fall conferences will begin in the evening after a school day (2:00 p.m. – 5:00 p.m. and 6:00 p.m. – 8:00 p.m.) during which students will not be attending school, with the Wednesday before Thanksgiving as a compensatory paid day off. The spring conferences will begin on two evenings after a school day (5:00 p.m. – 8:00 p.m.), with the Friday before Memorial Day as a compensatory paid day off.
2. Schools shall be closed on NEOEA Day, the days before and after Thanksgiving, and Good Friday.
3. The Superintendent or his/her designee will meet with a committee of three employees from the ECEA appointed by the ECEA President for the purpose of preparing two calendar proposals for the opening and ending dates of the school year and two calendar proposals for the winter and spring breaks and the determination of the spring compensatory day. These proposals shall be submitted to a vote of the employees of the system, and the proposals receiving the most votes shall be recommended by the Superintendent to the Board for adoption. To the extent possible, an identical procedure shall be followed if the District is required to make up any “calamity days.”
4. All employees shall receive a copy of the calendar for the forthcoming year prior to the close of school year.



D. Professional Development Days

Professional development days shall be scheduled during the following months:

- a. September – Professional development ½ day and teacher workday ½ day
- b. October – Professional development full day
- c. November (on election day) – Professional development ½ day and teacher workday ½ day
- d. January – Teacher workday full day
- e. February – Professional development ½ day and teacher workday ½ day
- f. March – Professional development full day

There shall not be students on professional development days.

A subcommittee of three (3) ECEA members and three (3) administrators shall collaborate, develop, and agree upon professional development day topics for staff.

E. Compensatory Pay for Special Education Teachers

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

**ARTICLE VIII –PLANNING TIME**

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

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

Elementary (K-5) teachers shall not be required to remain in their classrooms when specialist teachers are in charge of the class.

All teachers shall receive 225 minutes of autonomous planning time and up to 225 minutes of collaborative planning time per week. Collaborative planning time shall be used for TBT and BLT meetings, as well as Design Lab and other activities as directed by the building principal. Autonomous planning time shall be allocated in daily allotments.

## ARTICLE IX – CLASS SIZE AND OTHER CONDITIONS

### A. Pupil/Employee Ratio

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

### B. Minimum Travel Time

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

### C. Medical Administration

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

### D. Administrative/Supervisory Duties

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

### E. Employee Relocation

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

### F. Classroom Interruptions

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

### G. Student Learning Stations

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

H. Student Performances

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

**ARTICLE X – STUDENT DISCIPLINE, RESPONSIBILITY TO REPORT ASSAULTS**

A. Uniform Discipline Code

The Uniform Discipline Code policy shall be reviewed annually before March 15 for recommendation to the Board for approval of any change. Such code shall be reviewed first by the Student Discipline Committee at each school. Each such committee shall recommend to a District Student Discipline Committee any proposed changes to the Uniform Discipline Code.

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

B. Building Guidelines

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

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

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

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

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

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

C. Removal Procedures

1. Non-Emergency Student Removal

- a. A student may be removed from the classroom and educational process only after established classroom consequences and PBIS has failed. A record demonstrating this prerequisite must exist.
- b. Students who have been removed from the classroom and sent to the office must have a referral form completed by the referring teacher.
- c. Students shall deliver the referral to the office. Either the principal or the principal's designee will direct the student back to the classroom after the referral has been delivered.
- d. Consequences for a non-emergency removal may occur after an appropriate investigation by the principal is completed in accordance with the student handbook and legal requirements.
- e. A student should be returned to the classroom during the principal's investigation and satisfaction of other prerequisites prior to imposition of appropriate discipline.

2. Emergency Student Removal

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

3. Written Referral

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

4. Disposition of Referral

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

5. Investigation

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

D. Suspension/Expulsion Hearings

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

E. Student Advisory

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

F. Identification Badges

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

## **ARTICLE XI – STANDARD SUPPLIES AND EQUIPMENT**

### **A. Equipment, Tools, Supplies, and Materials**

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

### **B. Requisition Procedure; Photocopy Equipment; Access**

1. Employees who have difficulty obtaining supplies or equipment or accessing equipment shall notify the Immediate Supervisor in writing concerning the problem. The Immediate Supervisor shall attempt to resolve the problem and shall provide the employee with a written response to the problem.
2. A standard equipment and supply list shall be made available to employees throughout the District for ordering equipment and supplies. Items not reflected on the standard equipment and supply list may be written in the “other equipment and supplies” line or requisitioned in accordance with building procedures. Requisitioning procedures by building shall be made available to all employees.
3. There shall be access to photocopy equipment in each building.

### **C. Instructional Materials**

Instructional materials shall be provided for the number of students on the roster as soon as practicable at the beginning of the school year. Instructional materials shall consist of Board-approved textbooks, workbooks, student and teacher passwords, and curricular items.

### **D. Delivery of Supplies and Materials**

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

### **E. Reproduction of Materials**

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

## ARTICLE XII – FACILITIES

### A. Cleanliness and Repairs

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

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

### B. School Buildings Inspections

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

### C. Employee Health and Safety

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

#### 2. Retaliation Prohibited

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

### D. Building Communications

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

### E. Employee Parking

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



F. Air Conditioning

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

G. Employee Facilities

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

H. Employee Protective Clothing and Devices

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

### **ARTICLE XIII – CURRICULUM AND INSTRUCTION**

A. Curriculum Council

1. A Curriculum Council shall be established which shall (1) provide for a continuous program of curriculum study and development; (2) review textbooks and other instructional materials; and (3) review exceptional student programs and procedures. All proposals and recommendations for change of significant importance in the areas described above shall be presented to the Curriculum Council for consideration and recommendation to the Superintendent.
2. The Director of Curriculum and Instruction shall serve as Chair of the Curriculum Council and shall exercise the executive and administrative functions thereof.
3. The Curriculum Council shall consist of eight (8) employees and eight (8) representatives appointed by the Superintendent. In addition, the Director of Curriculum and Instruction and the ECEA President or designee shall serve on the Curriculum Council as non-voting members. Employee positions on the Curriculum Council shall be posted in accordance with Article XV and shall be appointed by the ECEA President.
4. All meetings and other work of the Curriculum Council shall be conducted beyond the regular work day or work year at the hourly rate established for BA, Step 1.

B. Substitutes for Absentees

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

C. Student Information

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

D. Lesson Plans

1. Format and Procedures Committee

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

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

These components shall supersede conflicting building procedures.

The committee may be convened annually, no later than April 15, by either the building principal or the ECEA President or designee for the purpose of reviewing/revising lesson plan format(s) and procedures for the upcoming school year. If the committee is convened, but is unable to reach consensus on revised lesson plan format(s) and procedures within thirty (30) days of the committee's first meeting, the unresolved format(s) and procedures issue shall be referred to the Curriculum Council for resolution. If the Curriculum Council is unable to resolve the issue, within thirty (30) days of its receipt of the issue, the lesson plan format and procedures in effect shall remain in effect. The Council shall provide an annual review and summary report to the Superintendent regarding lesson plans.

2. Lesson Plan Availability

Lesson plans are to be made available to the building principal the first day of each week.

3. Emergency lesson plans for each grade and subject shall be developed through a supplemental position. The pay for the supplemental position must be determined by mutual agreement.

## **ARTICLE XIV – TRANSFERS**

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

### **Involuntary Transfers**

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

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

## **ARTICLE XV – VACANCIES AND JOB POSTING**

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

### **A. Vacancies To Be Posted**

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

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

B. Posting Procedure

1. During the School Year

- a. For vacancies which would involve any increase in pay: The opening and its requirements, including certification requirements, if any, will be posted to the District website.
- b. For vacancies which would not involve any increase in pay: The opening and its requirements, including certification requirements, if any, will be posted to the District website.

[NOTE: We will determine if the vendor can trigger an e-mail to the ECEA President when a position is posted.]

2. During the Summer Recess

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

C. Application Procedures

1. Every applicant for each vacancy will receive written notice that his/her application was received as soon as possible following its receipt and in no event later than the time applications are reviewed for the decision. Each applicant for a vacancy requiring Board action shall receive notice of his/her candidacy status prior to the Board meeting at which the Superintendent will make a recommendation for filling the vacancy. Such recommendations will be kept as confidential.
2. Applicants shall be responsible for applying promptly for posted vacancies via the Applitrack System as applications must be submitted within ten (10) calendar days of the posting. Vacancies shall not be filled except on a temporary, emergency basis until all applications submitted in accordance with these

provisions have been reviewed for decision. Applicants from outside the District are not to be interviewed for specific vacancies prior to consideration of employees' applications.

D. Continuing Contract Process

1. In order to be considered for a continuing contract, the applicant must have one of the following:
  - a. Three (3) of the last five (5) years in the East Cleveland City School District.
  - b. Two (2) years in the East Cleveland City School District if tenure/continuing contract was issued in a previous district. Note that it is the responsibility of the applicant to provide proof of tenure/continuing contract from the other district in this process.
2. The applicant must have a professional or permanent certificate or license in the area in which he/she is teaching.
3. If initial certificate/license was issued before January 1, 2011, the applicant must have one of the following:
  - a. If the applicant does not have a Master's degree, thirty (30) semester hours of coursework since the initial issuance of such certificate or license.
  - b. If the applicant held a Master's degree at the time of initially receiving the certificate or license, then the applicant must have six (6) semester hours of graduate course work.
4. If the certificate/license was issued after January 1, 2011, then the applicant must meet the following requirements:
  - a. Hold a professional educator license, senior educator license, or lead professional educator license.
  - b. Have held an educator license for at least seven (7) years.

E. Notice of Continuing Contract Eligibility

1. Each year by September 15, the Human Resources Director shall provide a memo to all certified staff on limited contract setting out the criteria for eligibility for continuing contract. The memo also shall set out the options available in the event continuing contract status is not approved.

2. Certified staff who believe they are or will be eligible for consideration for continuing contract status and will have completed the requirements by the final Board meeting in April of that school year and wish to be so considered shall inform the Human Resources Director and submit the Continuing Contract Request Form (Appendix M) to their building principal by October 15.
3. By November 15th, the building principal/evaluating administrator will confer with the certified staff who has expressed an interest in being considered for continuing contract to discuss the process.
4. A certified staff member who expresses her/his intent to be considered and is not able to complete the steps required, or who wishes to withdraw from continuing contract consideration, shall notify her/his building principal/evaluating administrator of that fact not later than March 31. Such certified staff shall not experience another employment consequence solely as a result of withdrawing from continuing contract consideration. Such certified staff shall not be required to, but may elect to, apply for continuing contract consideration in a subsequent year.

## **ARTICLE XVI – CERTIFICATION/LICENSURE**

### **A. Certificate/License Requirement**

1. Each teacher must comply with the teacher certification/licensure laws of Ohio and the regulations as determined by the state and local Board of Education. A valid Ohio certificate/license, as appropriate, must be filed in the Human Resources Department to legalize payment of salary. Proper certification/licensure status is the responsibility of each certified/licensed employee. Evidence of such must be on file in the Human Resources Department.
2. As a courtesy, the Human Resources Department will continue to notify teachers regarding certification/licensure status. Copies of the notification letter will be sent to the ECEA. Members of the bargaining unit shall be responsible for filing with the Human Resources Department all certificates and licenses issued to the member by the Ohio Department of Education.
3. In accordance with Ohio Revised Code 3319.36, the Treasurer of the Board may pay an employee for services rendered during the first two months of the annual school session, provided that such employee is the holder of a bachelor's degree or higher and has filed with the State Board of Education an application for the issuance of a provisional certificate or one of a higher grade. If such certificate is not properly on file at the expiration of that period, further salaries must be held in escrow until the certificate is properly on file.

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

B. Local Professional Development Committee

1. A Local Professional Development Committee (LPDC) of no fewer than seven (7) members shall be established in accordance with 3319.22 ORC, the employee licensure law. The ECEA shall be a full and equal partner in the planning, development, and implementation of the law as it relates to the Local Professional Development Committee. A majority of the members of the LPDC shall be practicing, classroom employees appointed by the ECEA President; two administrators employed by the District and the Human Resources Director, appointed by the Superintendent. Each committee member must have a minimum of three years experience and demonstrate a belief in lifelong learning as evidenced by professional development records/documentation. The District shall provide the committee with a secretary.
2. The LPDC shall be empowered according to law and determine its own structure, plans and criteria for approval of individual employee education plans, in-service plans for the District and any other requirements.

3. Operational Procedures

a. Committee Member Terms

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

b. Committee Members Training and Compensation

- (1) Committee members shall be compensated at the rate of \$90.00 for each meeting. Compensation shall be paid in January and June. LPDC members can receive credit toward their own Professional Development Plan by serving on the committee. For each year of service on the LPDC during the staff member's renewal cycle,

staff members serving on the committee will earn 30 CEUs to be used towards his/her requirements for licensure.

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

c. LPDC Meetings

- (1) The administrator of the Human Resources Office shall call the initial meeting of the school year. At this initial meeting the committee shall elect a chairperson. The responsibilities of the chairperson are to conduct LPDC meetings, communicate information to the members of the LPDC, represent the LPDC at meetings of other stakeholder organizations and ensure vacancies on the LPDC are filled in accordance with selection rules. LPDC will meet in accordance with the Sunshine Laws. Executive sessions will be convened to discuss the IPDPs, as personnel matters. Actions of the LPDC will be made in public meetings.
- (2) It is the responsibility of the secretary to maintain minutes of action taken during LPDC meetings, notify applicants of acceptance, resubmission, or denial status of individual professional development plans and/or proposals for credit. Minutes of each meeting shall be recorded, distributed to members for review prior to the next meeting and filed in the Human Resources Office.
- (3) Meetings shall be held on a monthly basis. Meetings in July may be scheduled as needed.
- (4) A quorum shall be a majority of the committee members to conduct LPDC business. An official vote must be majority of members in agreement on any actions.
- (5) A committee member shall excuse him/herself from reviewing/voting on his/her own IPDP or activity proposals or in any other occasion of conflict of interest.
- (6) All discussions, voting and records regarding reviews and evaluations of IPDPs shall be kept as confidential as permitted by law.



d. Record Maintenance

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

C. Mentor Teacher Program

1. Definitions

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

2. Minimal Selection Criteria for Mentor Teachers

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

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

3. Responsibilities

- a. The mentor teacher, in concert with the RE/NT, shall develop a formative assistance plan for the assigned RE/NT. Such plan shall include skill development according to the Resident Educator Program and preparation for the Resident Educator Summative Assessment (RESA).

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

4. Restrictions

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

5. Protection

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

6. Compensation

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

7. Program Review/Revisions

- a. Mentor teachers shall meet with the Resident Educator Program Coordinator(s) as a group prior to the end of each school year to assess and evaluate the program.
- b. In addition to meeting for program evaluation purposes, mentor teachers shall meet on a periodic basis for coordination purposes.

**ARTICLE XVII – TUBERCULIN TESTS; OTHER DISEASES**

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

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

**ARTICLE XVIII – EMPLOYEE EVALUATION**

A. OTES Committee

The ECEA and the District agree to establish a standing joint evaluation committee (OTES Committee) for the purpose of recommending revisions to the District's standards-based teacher evaluation.

1. The OTES Committee shall be chaired jointly by a committee member from the ECEA and a committee member appointed by the District.
2. The OTES Committee shall be comprised of up to five (5) members appointed by the ECEA who are already OTES trained and up to five (5) administrators appointed by the Superintendent.

OTES Form Subcommittee

Two ECEA members appointed by the ECEA President and two administrators appointed by the Superintendent will meet in October to determine which OTES forms in the contract need to be changed. ECEA members will approve that the ECEA Executive Committee can approve the final OTES forms in the contract without a formal ECEA membership ratification.

3. The OTES Committee shall establish, by mutual agreement, a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
4. The OTES Committee shall be responsible for jointly reviewing and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.
5. All decisions of the OTES Committee shall be achieved by consensus.
6. The OTES Committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
7. Members of the OTES Committee shall receive release time for the one-time training as referenced in paragraph 6 above, up to a maximum of the equivalent of one (1) workday.

B. Definitions

1. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be “accomplished”, “skilled”, “developing”, or “ineffective”.
2. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.
3. Improvement Plan: A detailed, written plan collaboratively developed between the teacher and evaluator, as set forth in Section G. of this Article.
4. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).
5. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher’s observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this agreement in Appendix A.

C. Evaluators

Each evaluator shall be an employee of the District, employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of R.C., must hold at least one (1) administrator certificate/license under section 3319.22 of R.C. and shall be credentialed at the time of any walkthrough, observation, or evaluation.

D. Limited Contract Teachers

1. First Semester:

- a. One (1) formal holistic observation which will be announced in advance.
- b. Formal observations will be a minimum of 30 minutes in length with completed performance rubric.
- c. The announced formal observation date will be set by the evaluator.
- d. Post-observation conference within 10 workdays to discuss areas that require reinforcement and refinement.
- e. One (1) unannounced classroom walkthrough in the first semester, with an emphasis on identified focus areas when applicable. A minimum of one (1) informal/walkthrough observation of less than 30 minutes, with an emphasis on identified focus areas when applicable.
- f. Daily walkthroughs can occur at any time. Feedback should be provided to the teacher if the walkthrough is going to be used in the evaluation. The daily walkthrough may result in an informal/walkthrough observation as described in paragraph 5.
- g. Teachers shall complete a self-assessment on or before September 15, using the processes and forms developed by the Ohio Department of Education.

2. Second Semester:

- a. At least one (1) formal focused announced observation that is a minimum of 30 minutes in length with completion of the performance rubric with an emphasis on the focus areas.
- b. Post-observation conference within 10 workdays of any formal observation to discuss areas that require reinforcement and refinement.
- c. A minimum of one (1) informal/walkthrough observation of less than 30 minutes, with an emphasis on identified focus areas when applicable.

- d. Daily walkthroughs can occur at any time. They may result in an informal/walkthrough observation. Feedback should be provided to the teacher if the walkthrough is going to be used in the evaluation.
- 3. The board shall require at least three (3) formal observations of each teacher who is under consideration for nonrenewal and with whom the Board has entered into a limited contract or an extended limited contract. All formal and informal observations not completed during the first semester must be complete no later than May 1.
- 4. Final Summative Evaluation Conference and Report:
  - a. A summative evaluation conference shall be held with the teacher by May 1.
  - b. The evidence used to evaluate the teacher shall be discussed during the summative evaluation conference.
  - c. A written report containing the teacher's final holistic rating shall be provided to the teacher on or before May 10.
  - d. The final summative evaluation form shall be signed by the evaluator. The form shall then be signed by the member to verify notification to the member that the evaluation will be placed in the personnel file. However, the member's signature should not be construed as evidence that the member agrees with the content of the evaluation report.
  - e. The member shall have the right to make a written response to the evaluation which shall be attached to the evaluation report and placed in the member's personnel file. This right must be exercised within thirty (30) days of receipt of the summative evaluation. A copy signed by both parties shall be retained by the member. The evaluator's signature shall be construed as evidence of the evaluator's knowledge of such rebuttal. This response will be submitted on OhioES.
  - f. The Evaluation Forms (See Appendix A) will be the only forms used in the formal evaluation process.
- E. Continuing contract teachers rated below skilled shall be evaluated annually as follows:
  - 1. One formal announced observation during the first semester with a pre-conference at least 10 days in advance.
  - 2. A minimum of one formal unannounced observation prior to May 1.

3. Formal observations shall be a minimum of 30 minutes.
4. Formal observation shall be followed by a post-conference to discuss reinforcements and/or refinements.
5. Informal/walkthrough observations of at least 15 minutes with feedback on the informal observation form and entered into OhioES may occur as necessary on or before May 1.

F. Continuing contract teachers rated accomplished on their most recent evaluation shall be evaluated once every three (3) school years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

Continuing contract teachers rated skilled on their most recent evaluation shall be evaluated once every two (2) school years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

In any year that a teacher is not formally evaluated as a result of receiving a rating of accomplished or skilled on the teacher's most recent evaluation, the evaluator shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher. The conference shall include a discussion of progress on the teacher's professional growth plan.

The Board may elect not to conduct an evaluation of a teacher who meets any of the following criteria:

1. The teacher has submitted notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.
2. The teacher was on leave from the District for fifty per cent (50%) or more of the school year, as calculated by the Board.
3. The teacher is participating in a teacher residency program established under R.C. 3319.223 for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the state board of education for resident educators.

G. Improvement Plans

1. If a teacher is rated ineffective or if the teacher evidences a deficiency in any individual component of the evaluation system, an Improvement Plan noting a desired level of performance, and including a specific plan of action and providing assistance with professional development shall be given in writing and will be provided to the teacher.
2. A follow-up observation will be held, as necessary, to assess the teacher's progress as contained in the Improvement Plan.
3. Absent extenuating circumstances, an Improvement Plan conference will be held within 10 workdays after this observation to discuss improvements and continuing deficiencies. Due dates for desired level of performance shall be noted on the Improvement Plan.
4. Teachers who do not improve will be subject to termination according to Ohio law.
5. The improvement plan shall include:
  - a. Specific, measurable instructional practices to be observed;
  - b. Specific, evidence-based resources, and assistance to be provided; and
  - c. Clearly articulated timelines for the completion of the plan.
6. No Improvement Plan will have more than two (2) achievable goals per Evaluation Cycle.

H. Professional Growth Plans

A professional growth plan helps teachers identify areas of professional development that will enable them to enhance their practice. The teacher is accountable for implementing and completing the plan.

1. Teachers who received a rating of accomplished on their most recent evaluation will develop a professional growth plan.
2. Teachers who received a rating of skilled on their most recent evaluation will develop a professional growth plan collaboratively with their evaluator.
3. Teachers who received a rating of developing on their most recent evaluation will develop a professional growth plan under the guidance of their evaluator.
4. No Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.



All professional growth plans shall align to any District or building improvement plan required for the District or building under the “Elementary and Secondary Education Act of 1965,” as amended by the “Every Student Succeeds Act of 2015.”

I. General Provisions

1. Formal observations of classroom performance shall not be conducted the workday prior to Thanksgiving, Christmas, or spring break or during the first five (5) workdays in a new assignment, or, when the employee has had an extended absence of one (1) week or more, within two (2) workdays of his/her return. This provision may not be used to prevent a timely evaluation.
2. Any substantive changes to the evaluation procedures during the term of this agreement shall be addressed through labor management. The Board shall consult with the ECEA regarding any changes that have mandatory implementation dates prior to the expiration of this agreement. Any changes with implementation dates after the expiration of this agreement shall be negotiated during negotiations for a successor agreement.
3. Other than mandatory changes required by law, any decisions to change or in any way alter the provisions set forth in this Article shall be obtained by mutual agreement from labor management and then ratified by both the Association and the Board through a Memorandum of Understanding.

J. High Quality Student Data

As part of an evaluation, at least two (2) measures of high quality student data will be used to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the level or subject area taught by the teacher, high quality student data shall include the value-added progress dimension established under R.C. 3302.021, but the teacher or evaluator shall use at least one (1) other measure of high quality student data to demonstrate student learning.

In accordance with guidance issued by the Ohio Department of Education, high quality student data may be used as evidence in any component of the evaluation related to the following:

1. Knowledge of the students to whom the teacher provides instruction;
2. The teacher’s use of differentiated instructional practices based on the needs or abilities of individual students;
3. Assessment of student learning;
4. The teacher’s use of assessment data;

5. Professional responsibility and growth.

Shared attribution of student performance data among all teachers in the District, or by building, grade, content area, or other group, is prohibited. The use of student learning objectives is prohibited.

Neither high quality student data nor any other student academic growth measures shall be used to measure student learning attributable to a teacher for the 2021-2022 school year.

## **ARTICLE XIX – STAFF REDUCTION**

A. Reasons for Reduction in Force

A reduction of staff may be made for reasons set forth in accordance with section 3319.17 of the Revised code.

B. Procedure

The following procedures shall apply to a reduction in force:

1. Attrition – The District will attempt to avoid, or if it cannot reasonably be avoided to keep to a minimum, a reduction in force through attrition by not employing replacements for teachers who retire or resign or whose limited contracts are not renewed for performance reasons.
2. Reduction other than by attrition – To the extent the District determines it necessary to reduce the number of certificated staff, reductions will be achieved by suspension of contracts. Suspension of contracts pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.

The three comparable evaluation categories are: (1) Accomplished/Skilled, (2) Developing, and (3) Ineffective. Reductions in the affected area of licensure shall be made starting with category (3) Ineffective, and shall proceed sequentially, moving to Category (2) Developing, then Category (1) Accomplished/Skilled, subject to Section C. of this Article.

The decision to suspend a contract shall be made based upon the most current or recent completed evaluation. For the 2019-2020 school year, the District shall use evaluations from the 2018-2019 school year. If a teacher did not receive a completed evaluation for the 2018-2019 school year, the District shall use the teacher's most recent evaluation.

3. Prior to action to reduce staff, the Chief Executive Officer, Superintendent and/or his/her designee shall provide in writing to the ECEA President a list of all positions intended to be subject to reduction. Following the District's action to reduce, a recall list shall be prepared and provided to the ECEA President. The recall list shall be updated with current information as employees are recalled.
4. Following the District's action to reduce, a recall list shall be prepared and provided to the ECEA President. The recall list shall be updated with current information as employees are recalled.

C. Reduction

Suspension of contracts shall be made as follows:

1. Limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
  - a. Comparable evaluations.
  - b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
2. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
  - a. Comparable evaluations.
  - b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

D. Displacement Rights

A teacher whose contract has been suspended pursuant to this Article shall displace a less senior teacher holding a position for which the rified teacher is licensed/certificated to teach as long the rified teacher's evaluation rating is comparable or higher.

E. Recall

Employees whose contracts have been suspended shall be recalled in order of comparable evaluations, in inverse order (employees rated Accomplished/Skilled are recalled first, followed by employees rated Developing and then Ineffective). Seniority shall not be a factor in recalling any bargaining unit member unless the decision is between employees

with comparable evaluations. When selecting among employees with comparable evaluations, employees on the recall list will be recalled in order of seniority for vacancies in areas for which they are licensed/certificated. In that circumstance, teachers whose continuing contracts areas suspended shall have the right of restoration to continuing service status in the order of seniority of service in the District, if and when teacher positions become vacant for which any of such teachers are certified. After restoration/recall rights of teachers with continuing contracts, those on limited contracts shall also be restored in the above-described manner. Employees whose contracts are suspended due to a staff reduction shall have a right to restoration/recall for a period of three (3) years from the date of contract suspension.

If a vacancy occurs, the District will send a certified letter to the last known address of all bargaining unit members who are qualified according to these provisions. It is the bargaining unit member's responsibility to keep the District informed of his/her current address or change in address, whether temporary or permanent. Additionally, the District shall attempt to make telephone contact with any employee who does not respond within the five (5) workdays and shall keep a record of the time and telephone number(s) called.

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

1. the employee is under contract with another district and is unable to obtain a release from that contract.
2. the employee is working a regular full or part-time job and the position to which the employee is being recalled is a temporary position; in which cases, the employee shall remain on the recall list.

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

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

#### F. Seniority Defined

##### 1. Definition

Seniority is defined as the total continuous service in the District as an employee beginning with the first day worked including Board-approved leaves of absence

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

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

2. Seniority List

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

G. Substituting During Layoff

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

H. Effect

This Memorandum of Understanding shall replace and supersede Article XIX of the Contract, Staff Reduction, (hereinafter referred to as "Article XIX – Unenforceable") because Article XIX – Unenforceable does not comply with the requirements of Section 3319.17 of the Revised Code and is therefore invalid by operation of law. Article XIX – Unenforceable shall be moved to the end of the Contract and saved as an Appendix to the Contract in the event Section 3319.17(C) of the Revised Code is modified or otherwise becomes invalid under law whereby suspension of teacher contracts are no longer governed by comparable evaluations but instead seniority.

**ARTICLE XX – PROFESSIONAL LEAVE**

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

1. Professional meetings or conferences.

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

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

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

#### **ARTICLE XXI – SICK LEAVE**

- A. Sick leave shall be earned at the rate of one and one-quarter (1-1/4) work days with pay for each completed month of service, in accordance with the provisions of Section 3319.141, Ohio Revised Code. In any school year, a full-time, certificated employee shall be considered as providing twelve (12) months of service.
- B. Effective July 1, 2005, unused sick leave shall be cumulative up to three hundred thirty-five (335) work days. Effective July 1, 2006, unused sick leave shall be cumulative up to three hundred fifty (350) work days. Effective July 1, 2007, unused sick leave shall be cumulative up to three hundred sixty-five (365) work days.
- C. New employees and employees who have exhausted all earned sick leave shall be advanced five (5) days' sick leave on their first day of service or upon exhaustion of earned sick leave. The five (5) days of sick leave advanced shall not be increased until all have been earned as provided in Section A above.
- D. Abuse of sick leave may be considered just cause for disciplinary action to the extent of dismissal.

E. Acceptable Reasons for Sick Leave with Pay:

1. Personal illness, injury or pregnancy.
2. Exposure to contagious disease which could be communicated to others.
3. Illness, injury or death in the employee's immediate family. For purposes of illness or injury, the immediate family is interpreted to include father, mother, spouse, child, parent-in-law or a person whom the employee can reasonably establish has stood in the same relationship with the employee as any of the foregoing or member of immediate household. For purpose of death, immediate family is interpreted to include parent, parent-in-law, daughter-in-law, son-in-law, brother, sister, child, spouse or a person whom the employee can reasonably establish has stood in the same relationship with the employee as any of the foregoing, grandparent, brother-in-law, sister-in-law, aunt, uncle or member of the immediate household.
4. Appointment with medical provider.

F. Failure to report absence, except in the case of extreme personal circumstance, prior to 7:00 a.m. may be deemed an unexcused absence. Repeated absences without notification prior to 7:00 a.m. may result in disciplinary action. The school district shall be responsible for providing a telephone answering service so that an employee can, on the date of absence, call in notice of absence prior to 7:00 a.m.

G. Sick leave use shall be recorded in one-tenths (1/10ths) of a day up to one-half (1/2) day. Sick leave used in excess of one-half (1/2) day shall be recorded as a full day of sick leave.

H. Transfer of Sick Leave Credit

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

## **ARTICLE XXII – PERSONAL LEAVE**

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

Advance notice for the use of personal leave shall be provided to the immediate supervisor on the special form provided. Permission must be sought prior to leave if days requested are before

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

### **ARTICLE XXIII – ASSAULT LEAVE**

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

- A. The employee who has been injured as a consequence of an assault must furnish a written, signed statement on forms provided by the Board to justify the use of assault leave.
- B. If medical attention is required, a certificate stating the nature of the disability and its estimated duration from a licensed physician shall be required before assault leave can be approved for payment.
- C. Falsification of either a written, signed statement or a medical provider's certificate shall be grounds for discipline up to and including termination.
- D. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Revised Code or leave granted under regulations adopted by the Board pursuant to Section 3319.08 of the Revised Code.
- E. Assault leave shall be for the period of disability or for twelve (12) months' duration commencing with the first day leave is taken, whichever is less. Subject to the Board's right under Section B. above to obtain medical certification of the need for additional assault leave, assault leave may be used in intermittent periods, if necessary. The Board may extend assault leave beyond twelve (12) months if it so desires. In the event an employee's limited contract is nonrenewed while on assault leave, the duration of the assault leave shall be consistent with this paragraph.
- F. In the event the Board, acting on the advice of its physician, determines an employee is not fit to resume regular duties, the Board may deny reinstatement until the employee is able to resume regular duties. However, if the employee disputes the Board's decision, the employee shall have the right to have this determination reviewed through the grievance procedure with the matter being submitted directly to expedited arbitration in accordance with the voluntary rules of the American Arbitration Association. If the employee is ordered reinstated, reinstatement shall be with no loss of pay and benefits.



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

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

#### **ARTICLE XXIV – SABBATICAL LEAVE**

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

- A. Not more than five (5) employees may be on leave at any one time. Applications shall be processed in chronological order of submission. Seniority shall prevail in the event of ties.
- B. The program for leave must be filed with the Human Resources Director in advance. Application, including an outline of the program for professional improvement, must be submitted by April 1 for consideration of leave for the following first semester or school year and by August 1 for the second semester. By mutual agreement of the applicant and the Human Resources Director, these dates may be waived, in which case the ECEA President shall be so informed. If for some reason the initial proposed program is unacceptable, the employee shall be provided with a written statement specifying the reasons why the proposed program is unacceptable, and the employee will be offered a grace period of two weeks (10 school days) to resubmit the program. A statement of achievement must be submitted at the conclusion of the leave.
- C. The Board must employ a satisfactory substitute who shall have the fewest years of service (Step) credit on the salary schedule from available applicants.
- D. Sabbatical leave for the second semester will be contingent upon employment of a satisfactory substitute.
- E. Upon evidence that the professional growth plan has been completed satisfactorily, the employee shall receive partial compensation in accord with the following restrictions:

1. The employee must be willing to return to the employ of the District for at least one (1) year following the leave.
  2. Compensation shall be limited to the difference between the employee's salary as scheduled in the District and the amount paid to his/her replacement, such compensation to be paid in two (2) equal installments in January and June during the year of return to service.
- F. An employee, upon return from leave, shall be assured employment either in his/her former position or a comparable one carrying like status and pay. All rights with respect to contract status and other benefits shall be granted to the employee upon return to employment except that sick leave shall not accrue during the time of the sabbatical leave nor shall the employee receive a salary increment unless the sabbatical leave is for one (1) semester or less.
- G. No employee shall be granted such leave more often than every six (6) years, and leave will not be granted more than once to the same employee unless no other qualifying employee is awaiting a sabbatical.

#### **ARTICLE XXV – LEAVE OF ABSENCE**

A. **Illness or Disability of the Employee**

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

B. **Education, Professional, Family Illness and Other Leaves**

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

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

1. The employee shall have been in the service of the Board for a minimum of two (2) years immediately preceding the period of the proposed absence.

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

C. General

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

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

D. Family and Medical Leave Act Leave

1. Purpose for Leave

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

2. Length of Leave

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

3. Paid Time Off To Be Included In Leave

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

4. Reduced or Intermittent Leave

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

5. Certification

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

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

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

6. Notice

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

7. Right of Employees to FMLA Benefits

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

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

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

F. Military Leave

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

**ARTICLE XXVI – MATERNITY/PATERNITY/ADOPTION LEAVE**

A. Parental Leave of Absence

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

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

B. Employees who anticipate an adoption should submit the request for leave as much in advance as possible. Where an adoption of a child occurs, an adoptive parent who so requests may have thirty (30) days of paid leave charged to sick leave in the school year in which the adoption occurs.

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

## **ARTICLE XXVII – INAPPROPRIATE USE OF LEAVE**

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

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

The following constitutes instances of absenteeism that may be investigated:

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

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

## **ARTICLE XXVIII – COMPENSATION AND FRINGE BENEFITS**

### **A. Salary Schedules**

Employee salary schedules shall be found in Appendix H of this Agreement and reflect the following base increases:

1. Effective August 18, 2020, the base salary at Step 1 Bachelor's Degree column shall be increased by 2%. The year total 2% base increase amount for the 2020-2021 school year shall be paid to ECEA bargaining members by the second December 2021 pay.
2. Effective August 18, 2021, the base salary at Step 1 Bachelor's Degree column shall be increased by 3%. The unpaid accumulated 3% base increase amount for the 2021-2022 school year shall be paid to ECEA bargaining members by the second December 2021 pay.

3. Effective August 18, 2022, the base salary at Step 1 Bachelor's Degree column shall be increased by 3%.
4. Effective the 2020-2021 school year, bargaining unit members shall be paid a one-time professional stipend of \$2,000. The 2020-2021 COVID-19 stipend shall be paid to ECEA bargaining members by the second pay in December 2021 in a lump sum separate check. This stipend is a one-time stipend from ESSER funds and shall be for purposes authorized by federal law.
5. Effective the 2021-2022 school year, bargaining unit members shall be paid a one-time professional stipend of \$1,200. Payment of the one-time professional COVID-19 stipend shall be made the second payroll of December. This stipend is a one-time stipend from ESSER funds and shall be for purposes authorized by federal law.
6. Effective the 2022-2023 school year, bargaining unit members shall be paid a one-time professional stipend of \$1,000. Payment of the one-time professional COVID-19 stipend shall be made the second payroll of December. This stipend is a one-time stipend from ESSER funds and shall be for purposes authorized by federal law.

[NOTE: The stipend will not apply to persons who have been retired and persons who have retired. It is for current employees only.]

B. Other Positions

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

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

C. Doctor's Degree

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

D. Salary Schedule Advancement for Graduate Hours

Hours beyond the Bachelor's Degree shall be calculated in terms of semester hours and must be graduate hours. All graduate hours that relate to the field of education or to subject area(s) presently being taught in the District shall be counted for placement on the salary schedule. No employee's placement on the salary schedule shall be reduced as a

result of this provision. In order to receive a salary increase which is predicated on college course work, the classes must be taken at an Ohio Department of Education recognized, accredited college or university.

E. Non-degree Employees

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

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

F. Salary Schedule Step Placement and Advancement

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

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

2. Employees shall be advanced one step on the salary schedule at the beginning of each school year provided the employee worked or was paid for one hundred twenty (120) days during the prior school year. If the employee worked or was



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

G. Grade Transcript Requirement

To receive proper placement on the salary schedule, it is the employee's responsibility to have an official transcript placed in the Office of Personnel on or before September 30 for first semester placement; on or before January 30 for second semester placement. In the case of a transcript received after September 30 and before January 30 of any year, the increase shall be prorated for half year and paid over the remaining time of the contract. Appropriate proof shall substitute temporarily for the official transcript.

H. Longevity

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

An additional increment as follows:

- a. Employees having completed sixteen (16) years of service shall receive an amount equal to three percent (3%) of the base salary at Step 1 of the Bachelor's Degree (BA) column of the Employee Salary Schedule.
  - b. Employees having completed twenty (20) years of service shall receive an amount equal to six percent (6%) of the base salary at Step 1 of the Bachelor's Degree (BA) column of the Employee Salary Schedule.
  - c. Employees having completed twenty-four (24) years of service shall receive an amount equal to nine percent (9%) of the base salary at Step 1 of the Bachelor's Degree (BA) column of the Employee Salary Schedule.
2. Longevity pay shall be paid by separate check in two (2) equal installments. The first installment shall be paid on the first pay date in December prior to the holiday recess. The second installment shall be paid on the first pay date in June. In the event that an employee who qualifies for longevity does not complete the school year, longevity pay shall be prorated and paid by separate check with the final pay check.

I. Fringe Benefits

The following fringe benefits shall be offered to each employee. The coverage shall be either single person, single plus one, or family coverage at the option of the employee.

Enrollment in these programs is not automatic and it shall be the responsibility of each employee to initiate enrollment.

1. Employee Eligibility

To participate in prescription drug coverage, the employee must also participate in medical care. The employee must cover all eligible dependents (if any) for all coverages chosen. If both spouses are employed by the Board, they may either choose a family contract or two single plans from the list of available choices in 4 below. All rates for medical, dental, and drug plans shall be two tiered, i.e., single and family rates. The age for eligible dependents shall be 23.

2. Term Life Insurance

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

3. Dental Insurance Coverage

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

4. Medical Benefits

a. January 1, 2022

<u>Board</u>	<u>Employee</u>	<u>CAP</u>
94%	6%	\$83 Employee \$166 Employee + 1 \$256 Family

b. January 1, 2023

<u>Board</u>	<u>Employee</u>	<u>CAP</u>
92.5%	7.5%	\$83 Employee \$166 Employee + 1 \$256 Family

As of the conclusion of this Agreement on August 17, 2023, the CAP shall sunset. Any future CAP must be part of successor negotiations.

c. Insurance Committee

- (1) An Insurance Committee will be established to include four (4) ECEA members, the Treasurer, the District Benefits Administrator, and the Superintendent. The Treasurer and an ECEA member will co-chair the Committee. The District's insurance broker will serve as a liaison to the Committee. The Committee shall meet at least quarterly, but for the first year the Committee is established, meetings shall be held monthly. The function of the Committee is to explore and investigate insurance options in the best interest of the District and its employees, as well as improve the overall physical and mental health of the District.
- (2) Should the Committee determine to change District insurance benefits during August 18, 2020 – August 17, 2023, the parties agree that they will recommend the changes to the ECEA President and the Superintendent. The agreement shall be ratified by the ECEA membership.
- (3) In preparation for the above-referenced reopener, the Insurance Committee shall hold its first meeting no later than December 1, 2021 to explore insurance options in the best interest of the District and its employees. By February 1, 2022, the Committee shall be trained by FMCS/OEA on health care committee.

5. Prescription Drug Coverage shall be in accordance with United Medical Resources (UMR) as described in Appendix K.

6. Vision Care Insurance

See Appendix L.

7. Non-participation in Health Insurance Coverage

- a. If any employee does not select any of the Board provided health insurance programs (medical, prescription drug, vision care, dental), he/she shall indicate so on a waiver form provided by the Board.
- b. If an employee elects to withdraw from the insurance program as provided above, the employee shall receive each plan year in which he/she does not participate in the insurance program, the amount of one thousand two hundred dollars (\$1,200).

- c. It shall be the responsibility of the employee to notify the Treasurer by September 15th, on the Board provided waiver form, of his/her desire to discontinue coverage. The waiver payment shall be made to the employee during the month of October of the year following submission of the waiver form. The waiver amount may be prorated on a monthly basis for new employees employed too late to meet the notice deadline.
- d. The employee shall provide proof of coverage from another provider to participate in this waiver. Such proof of coverage for an employee also shall include the coverage provided by a spouse also employed by the District. Re-enrollment shall occur only during the open enrollment period.

8. HIPAA Provisions

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

J. Group Insurance Coverage While on Leave or Recall

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

K. Plan Descriptions

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

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

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

- 1. The employee's fringe benefits will continue to be paid by the Board in accordance with Paragraph J above through the first full month following the month in which paid days concluded or

2. The employee may elect to have the Board continue payment of fringe benefits to the extent that the Board pays a sum equivalent to the following:

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

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

M. Spot Substitution (Beginning November 1, 2021)

1. When an employee assumes the responsibility as a substitute for another employee outside his/her assigned teaching load, said employee shall be paid compensation for spot substitution as follows:
  - a. \$35.00 for one whole class per period for secondary or per hour for elementary.
  - b. \$17.50 for one-half the class per period for secondary or per hour for elementary.
  - c. \$11.67 for one-third of the class per period for secondary or per hour for elementary.
  - d. \$ 8.75 for one-fourth of the class per period for secondary or per hour for elementary.
  - e. Spot pay shall not exceed \$210.00 per absent teacher per day. To receive spot pay the member will receive at least one quarter of the class being placed.
2. Payment for spot substitution shall be made quarterly. It shall be paid the last pay of each school quarter and the end of the school year.
3. The District is committed not to distribute said students among a number of employees, excepting study halls. Study hall employees are eligible for spot substitution if more than twenty (20) additional pupils are assigned to said employee for a given study hall. Absent special circumstances, spot substitution shall be assigned among the employees in a building on a rotating basis.
4. Except in urgent circumstances, spot substitution shall be voluntary on the part of the member. A list shall be compiled at the beginning of each semester that will reflect all of the teachers that are willing to participate in spot substitution.

5. A form for the administration of spot substitution pay shall be developed by the Human Resources Department.
6. An intervention specialist teacher who covers general education students who are not on their caseload shall be entitled to spot substitution as indicated above. If an intervention specialist teacher covers only the students with IEPs on their caseload this shall not be considered outside their teaching load. However, when the intervention specialist teacher is out and the general education teacher is covering any students on their class list, that will not be considered outside of their caseload and the general education teacher will not receive spot substitution pay.

N. Payroll Practice

1. Payroll Schedule

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

2. Payroll Deductions

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

a. Health Care Coverage:

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

b. Health and Accident Insurance:

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

c. Political Contributions:

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

d. Tax-Sheltered Annuities:

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

O. Pay and Benefits for Part-Time Employees

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

P. STRS Pick-up

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

1. The amount to be picked up and paid on behalf of each employee shall be equivalent to the STRS rate set for employee contributions. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
2. The pick-up percentage shall apply uniformly to all employees.

3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pick-up.
4. The pick-up shall apply to all compensation earned thereafter including supplemental earnings.

Q. Severance Pay

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

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

R. Property Loss Reimbursement

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



S. Travel Reimbursement

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

T. IRS 125 Accounts

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

U. Tuition Reimbursement

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

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

V. Per Diem and Hourly Rate Computations

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

W. Holidays

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

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

### **ARTICLE XXIX – NO STRIKE CLAUSE**

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

### **ARTICLE XXX – CATASTROPHIC ILLNESS/INJURY SICK LEAVE DONATION PROCEDURE**

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

- A. For purposes of this procedure, the term catastrophic illness or injury shall mean: A very serious and costly health problem that could be life-threatening or cause lifelong disability where the cost of medical services alone for this type of serious condition could cause financial hardship.
- B. A joint ECEA/Board committee consisting of three (3) employees appointed by the ECEA and three (3) administrators shall be appointed on a yearly basis to review requests under this provision. In order to approve a request for catastrophic illness/injury sick leave donation a two-thirds (2/3rds) vote of the entire committee must prevail.
- C. Applications for catastrophic illness/injury sick leave donation must be submitted to the Personnel Director and the ECEA President. Applications will include, but not limited to the following information:
  - 1. Nature of illness/injury.
  - 2. Physician(s) statement as to the condition and the need for sick leave.
  - 3. Projected date of return to duty, if known.
  - 4. Any other pertinent information that applicant can submit to the committee for its consideration.

- D. The committee shall meet and make a determination regarding the request. The employee shall be informed of the committee's decision, and reasons, in writing within ten (10) days of the date of application.
- E. Employees may donate up to five (5) days of then accumulated sick leave per school year. To be eligible to participate in the receipt of catastrophic illness/injury sick leave, an employee must be a donor to the sick leave bank in the same school year in which the employee files an application for catastrophic illness/injury sick leave. Employees will be asked to donate on an annual basis during the month of September. Donation of days will be irrevocable.
- F. If the illness or injury is expected to last more than thirty (30) days, an eligible employee under STRS rules and regulations shall apply for STRS disability. The STRS decision shall not impact eligibility for approved donations under this Article.

### **ARTICLE XXXI – SUPPLEMENTAL POSITIONS**

- A. All supplemental salaries shall be paid at the rate set forth in the SUPPLEMENTAL SALARY SCHEDULES attached hereto as Appendix G. Pay for supplemental positions will be prorated if a supplemental position holder fails to perform 25% or more of the supplemental unless absent due to assault leave.
- B. For those positions which carry years of experience credit, employees shall immediately be placed in the appropriate column corresponding to the number of years of experience credit the employee has as a coach or sponsor of the particular sport or activity. Upon the initial employment of an employee in a supplemental position, credit may be given for experience in the particular activity or sport at the discretion of the Superintendent, but in no case shall the person be advanced more than one column more than his/her actual experience. Once an employee is placed on the schedule, the employee can only move a year for each year of experience in the sport or activity, and the employee must move a year for each year of experience. An employee who functions in the position of assistant and is promoted to the head position, or vice versa, shall be given full credit for experience as long as the assistant experience/head experience is in the same activity or sport.
- C. Preference for reemployment shall be given to employees holding supplemental contracts who wish to be reemployed in the same activity in the next year, however, rehire is not guaranteed.
- D. Whenever a vacancy occurs or a new position is created on the SUPPLEMENTAL SALARY SCHEDULE, the administration shall first post the opening in accordance with Article XV and seek applicants from within the recognized bargaining unit. If no one from the bargaining unit applies within the time designated for applications or if no one is a qualified volunteer (qualified according to administrative standards as established by

the appropriate administrator), then, and only then, the administrator may seek and hire applicants from outside the recognized bargaining unit.

- E. All supplemental positions shall have job descriptions mutually developed between the Board and the ECEA. Job descriptions shall set forth fully and explicitly the duties to be performed.
- F. Supplemental salaries shall be paid according to one of the three following payment plans:
  - 1. Fall activities to be paid in total on the first pay date in December.
  - 2. Relatively long activities will receive two installments, on the first pay date in December and the first pay date in June, or on the first pay date in April if the activity has concluded by that date.
  - 3. Spring activities to be paid in total on the first pay date in June.
  - 4. No employee shall expect or receive any payment for performance of supplemental duties performed prior to notice of Board action approving the issuance of a supplemental contract.
- G. The SUPPLEMENTAL SALARY CONTRACT shall designate which of the three payments is applicable to each job.
- H. The Board shall be free to determine which SUPPLEMENTAL SALARY POSITIONS exist and which are filled (subject to Item H., ECEA AND EMPLOYEE RIGHTS AND RESPONSIBILITIES of this Agreement). Pay for supplemental duties shall be negotiated with ECEA. If new positions are created by the Board or if the duties connected with existing positions are substantially altered, the pay for the newly created or altered position shall be negotiated by a committee of equal numbers to be appointed by the ECEA President and the Superintendent. Each party shall be free to appoint its own representatives to the committee. The pay that is determined by the committee shall be considered an addendum to the existing SUPPLEMENTAL SALARY SCHEDULE. It is understood that an activity may be commenced while the process of determining the pay level proceeds, and the pay that results shall be effective with the first day the activities began.
- I. Supplemental contracts shall automatically non-renew at the conclusion of the school year without further action by the Board. Additional written notice of non-renewal of supplemental contracts is not required but may occur at the discretion of the administration.

## XXXII – EMERGENCY MEETINGS

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

## ARTICLE XXXIII – DURATION OF AGREEMENT


### A. Provisions Invalid Under the Law

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

### B. Duration

The terms and conditions contained in this Agreement shall be effective for the period commencing August 18, 2020 and terminating August 17, 2023. This agreement between the parties is entered into on October 13, 2021, and attested by the representatives whose signatures appear below.

#### FOR THE ECEA

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice-President

  
\_\_\_\_\_  
Negotiation Team Member

  
\_\_\_\_\_  
Negotiation Team Member

  
\_\_\_\_\_  
Negotiation Team Member

#### FOR THE BOARD

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Negotiation Team Member

  
\_\_\_\_\_  
Negotiation Team Member

  
\_\_\_\_\_  
Negotiation Team Member

## Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
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## Ohio Teacher Evaluation System

## Final Summative Rating

Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/ refinement:</i>				
Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH	
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/ refinement:</i>				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐

Check here if Improvement Plan has been recommended.

Teacher Signature \_\_\_\_ Date \_\_\_\_

Evaluator Signature \_\_\_\_ Date \_\_\_\_

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

## Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

☐ Self-Directed

☐ Collaborative

Teacher

Evaluator

<u>Annual Focus</u> These are addressed by the evaluator as appropriate for this teacher.	<u>Date</u> Record dates when discussed	<u>Areas for Professional Growth</u> supports needed, resources, professional development Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
<b>Goal 1: Student Achievement/Outcomes for Students</b> Goal Statement:  Evidence Indicators:		
<b>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</b> Goal Statement:  Evidence Indicators:		

Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

## Improvement Plan

Teacher Name: \_\_\_\_\_

Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan Conference: \_\_\_\_\_

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

**Section 1: Improvement Statement** - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

**Section 2: Desired Level of Performance** – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)



**Improvement Plan (continued)****Section 3: Specific Plan of Action**

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

**Section 4: Assistance and Professional Development**

Describe in detail specific supports that will be provided as well as opportunities for professional development.

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Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.*

**Improvement Plan: Evaluation of Plan**

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance\*
- ☐ The Improvement Plan should continue for time specified:
- ☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

*I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.*

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.*

\*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.

## Teacher Performance Evaluation Rubric

The **Teacher Performance Evaluation Rubric** is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<b>FOCUS FOR LEARNING</b> <b>(Standard 4: Instruction)</b>  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	<b>Evidence</b>				
	<b>ASSESSMENT DATA</b> <b>(Standard 3: Assessment)</b>  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.  The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.  The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.  The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.  Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	<b>Evidence</b>				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b>            (Standard 1: Students;            Standard 2: Content;            Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i>            Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<b>KNOWLEDGE OF STUDENTS (Standard 1: Students)</b>  <i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	<b>Evidence</b>				

Instruction and Assessment					
INSTRUCTION AND ASSESSMENT		Ineffective	Developing	Skilled	Accomplished
	<b>LESSON DELIVERY</b> <b>(Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</b>  <i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations	A teacher’s explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.  The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students’ questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.  The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.  The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.  The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.
	Evidence				
	<b>DIFFERENTIATION</b> <b>(Standard 1: Students; Standard 4: Instruction)</b>  <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..	The teacher matches strategies, materials, and/or pacing to students’ individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
	<b>RESOURCES</b> <b>(Standard 2: Content; Standard 4: Instruction)</b>  <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students’ learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students’ learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
Evidence					

Instruction and Assessment					
INSTRUCTION AND ASSESSMENT	CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)  Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Ineffective	Developing	Skilled	Accomplished
		There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.	The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.	The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.	The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.
		There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.	Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.	Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.	Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.
		Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.	The teacher transitions between learning activities, but occasionally loses some instructional time in the process.	Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).	Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.
		The teacher creates a learning environment that allows for little or no communication or engagement with families.	The teacher welcomes communication from families and replies in a timely manner.	The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.	The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.
		Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.	A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident . Monitoring of student behavior is consistent, appropriate, and effective.	A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.
	Evidence				



Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b></p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	<b>Evidence</b>				

Professionalism					
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<b>PROFESSIONAL RESPONSIBILITIES</b> <b>(Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</b>  <i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	<b>Evidence</b>				

## Self-Assessment Summary Tool

Name \_\_\_\_\_

**Directions:** Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column. Date \_\_\_\_\_

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> <li>• Knowledge of how students learn and of student development</li> <li>• Understanding of what students know and are able to do</li> <li>• High expectations for all students</li> <li>• Respect for all students</li> <li>• Identification, instruction and intervention for special populations</li> </ul>			
Standard 2: Content	<ul style="list-style-type: none"> <li>• Knowledge of content</li> <li>• Use of content- specific instructional strategies to teach concepts and skills</li> <li>• Knowledge of school and district curriculum priorities and Ohio academic content standards</li> <li>• Relationship of knowledge within the discipline to other content areas</li> <li>• Connection of content to life experiences and career opportunities</li> </ul>			
Standard 3: Assessment	<ul style="list-style-type: none"> <li>• Knowledge of assessment types</li> <li>• Use of varied diagnostic, formative and summative assessments</li> <li>• Analysis of data to monitor student progress and to plan, differentiate, and modify instruction</li> <li>• Communication of results</li> <li>• Inclusion of student self-assessment and goal-setting</li> </ul>			
Standard 4: Instruction	<ul style="list-style-type: none"> <li>• Alignment to school and district priorities and Ohio academic content standards</li> <li>• Use of student information to plan and deliver instruction</li> <li>• Communication of clear learning goals</li> <li>• Application of knowledge of how students learn to instructional design and delivery</li> <li>• Differentiation of instruction to support learning needs of all students</li> <li>• Use of activities to promote independence and problem-solving</li> <li>• Use of varied resources to support learner needs</li> </ul>			
Standard 5: Learning Environment	<ul style="list-style-type: none"> <li>• Fair and equitable treatment of all students</li> <li>• Creation of a safe learning environment</li> <li>• Use of strategies to motivate students to work productively and assume responsibility for learning</li> <li>• Creation of learning situations for independent and collaborative work</li> <li>• Maintenance an environment that is conducive to learning for all students</li> </ul>			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> <li>• Clear and effective communication</li> <li>• Shared responsibility with parents/caregivers to support student learning</li> <li>• Collaboration with other teachers, administrators, school and district staff</li> <li>• Collaboration with local community agencies</li> </ul>			

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> <li>• Understanding of and adherence to professional ethics, policies and legal codes</li> <li>• Engagement in continuous, purposeful professional development</li> <li>• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</li> </ul>			

## Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

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

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

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

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

## Guidelines for Informal Classroom Observations

### Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to 20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

### Informally Observe As Often As You Can

The principal’s presence in the classroom sends a positive message to teachers: *the principal cares*. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon*.

### Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

**Make Time to Follow Up**

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

**Teacher Driven Observations**

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

**Types of Data**

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

## Informal Observation: General Form

Teacher Name: \_\_\_\_\_ Grade(s)/Subject Area(s): \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

**Directions:** This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

**Evaluator Summary Comments:**

**Recommendations for Focus of Informal Observations:**

Evaluator Signature: \_\_\_\_\_

☐ Photocopy to Teacher

### Informal Observation: Open-Ended Form

Teacher Name: \_\_\_\_\_

**Grade(s)/Subject Area(s):**

Date:

**Evaluator Name:**

### Time Walkthrough Begins:

**Time Walkthrough Ends:**

TIMES	OBSERVATIONS

<b>Evaluator Summary Comments:</b>

**Evaluator Signature:**

☐ Photocopy to Teacher



## CERTIFICATED EMPLOYEE ABSENCE REPORT

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

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

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

\_\_\_\_\_ (Physician's Name) \_\_\_\_\_ (Address)

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

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

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

\_\_\_\_\_  
 (Signature of Employee)

\_\_\_\_\_  
 (Signature of Immediate Supervisor)

\_\_\_\_\_  
 (Signature of Human Resources Director)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

## ADVANCE REQUEST FOR PERSONAL LEAVE FORM

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

## CHECK ONE OF THE FOLLOWING:

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

The leave day(s) is to be taken on \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Employee's Signature

\_\_\_\_\_  
 Work Location

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Immediate Supervisor's Signature

\_\_\_\_\_  
 Human Resources Director's Signature

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

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

## APPENDIX D

## MATERNITY/PATERNITY/ADOPTION LEAVE FORM

(To be filed with the Human Resources Director by the end of the fifth month of pregnancy.)

NAME: \_\_\_\_\_

SCHOOL: \_\_\_\_\_ GRADE: \_\_\_\_\_

Check one of the following:

           I wish to take leave for reasons of maternity. I wish to remain out for the period of disability or sixteen (16) weeks, whichever is shorter.

\_\_\_\_\_ I wish to take leave for reasons of maternity/paternity. I wish to remain out of work for the duration of this school year. I understand that I am entitled to return to a position similar to the position vacated, but not necessarily the position vacated.

My anticipated date of delivery is \_\_\_\_\_

Approximate beginning date of leave \_\_\_\_\_

Approximate ending date of leave \_\_\_\_\_

Employees should notify the Human Resources Director as soon as possible of the precise dates of each of the above in writing. Employees are reminded to review the Agreement between the Board and the ECEA relative to notification dates, insurance benefits, etc.

Signature of Employee	Signature of Human Resources Director
-----------------------	---------------------------------------

Date \_\_\_\_\_ Date \_\_\_\_\_

\*Complete in duplicate – one copy to be retained by the Human Resources Director; one copy to be returned to the employee.

## SCHOOL HEALTH SERVICE

### I. Goals

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

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

### II. Duties and Responsibilities

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

- G. Provide service to school staff
  - 1. Aid in observation of students and understanding of health problems.
  - 2. Interpret findings/recommendations as appropriate.
  - 3. Work jointly in matters concerning health/safety.
- H. Interact with other agencies
  - 1. Cooperate with health departments at the local, county, state, and national levels.
  - 2. Be familiar with local health/welfare/social service agencies and their programs, so that referrals can be made as appropriate.
- I. Maintain equipment and supplies (includes inventory, ordering, storing, and appropriate use).
- J. Maintain accurate reports and records (including, but not limited to: health records, monthly reports, screening and referral information, physical exams, accident reports, early dismissal (medical). exclusions (for contagion or immunization deficiency), and correspondence re: student health or school health policy).
- K. Perform other duties as assigned by the Immediate Supervisor or his/her designee.

**IN-SCHOOL SUSPENSION COORDINATOR****I. Goals**

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

**II. Duties and Responsibilities**

A. Review reasons for referral and identify behavior problems.

B. Counsel students to prevent disruptive behavior.

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

C. Provide academic assistance.

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

D. Coordinate ISS program with employees.

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

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

F. Maintain student records.

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

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

**GUIDANCE COUNSELOR**

**Duties and Responsibilities**

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



**SCHOOL PSYCHOLOGIST**

**Duties and Responsibilities**

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

**SPEECH, LANGUAGE AND HEARING PATHOLOGIST**

**Duties and Responsibilities**

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

**VOCATIONAL SPECIAL EDUCATION COORDINATOR**

**Duties and Responsibilities**

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

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

**SCHOOL LIBRARY MEDIA SPECIALIST**

Duties and Responsibilities

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

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

**RESOURCE TEACHER**

**Duties and Responsibilities**

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

## GRIEVANCE FORM

GRIEVANCE NO. \_\_\_\_\_

Date of Filing: \_\_\_\_\_

NAME OF GRIEVANT \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_

SCHOOL BUILDING \_\_\_\_\_

DATE GRIEVANCE OCCURRED \_\_\_\_\_

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

DATE OF STEP 1 INFORMAL DISCUSSION: \_\_\_\_\_

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

B. Relief Sought:

\_\_\_\_\_  
Signature of Grievant\_\_\_\_\_  
Date\_\_\_\_\_  
*Signature of Person Receiving Grievance  
at Initial Filing*\_\_\_\_\_  
*Date Received*



## APPENDIX G

### SUPPLEMENTAL SALARY SCHEDULE

Position – SHAW

Ratio of a BA Minimum for Years of Approved Experience

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

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

### Position – HERITAGE

#### Ratio of a BA Minimum for Years of Approved Experience

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

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

Elementary – After-School Activities\*

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

Other Positions

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

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

**EMPLOYEE SALARY SCHEDULES  
EFFECTIVE 2020-2021**

<u>Step</u>	<u>Non-Deg</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>Doctorate</u>
1	0.9000 37,540	1.0000 41,711	1.0200 42,545	1.0400 43,379	1.0600 44,214	1.0900 45,465	1.1336 47,284
2	0.9450 39,417	1.0500 43,797	1.0730 44,756	1.1050 46,091	1.1250 46,925	1.1550 48,176	1.2012 50,103
3	0.9900 41,294	1.1000 45,882	1.1260 46,967	1.1700 48,802	1.1900 49,636	1.2200 50,887	1.2698 52,965
4	1.0350 43,171	1.1500 47,968	1.1790 49,177	1.2350 51,513	1.2550 52,347	1.2850 53,599	1.3364 55,743
5	1.0800 45,048	1.2000 50,053	1.2320 51,388	1.3000 54,224	1.3200 55,059	1.3500 56,310	1.4040 58,562
6	1.1250 46,925	1.2500 52,139	1.2850 53,599	1.3650 56,936	1.3850 57,770	1.4150 59,021	1.4716 61,382
7	1.1700 48,802	1.3000 54,224	1.3380 55,809	1.4300 59,647	1.4500 60,481	1.4800 61,732	1.5392 64,202
8	1.2150 50,679	1.3500 56,310	1.3910 58,020	1.4950 62,358	1.5150 63,192	1.5450 64,443	1.6068 67,021
9	1.2600 52,556	1.4000 58,395	1.4440 60,231	1.5600 65,069	1.5800 65,903	1.6100 67,155	1.6744 69,841
10	1.3050 54,433	1.4500 60,481	1.4970 62,441	1.6250 67,780	1.6450 68,615	1.6750 69,866	1.7420 72,661
11	1.3500 56,310	1.5000 62,567	1.5500 64,652	1.6900 70,492	1.7100 71,326	1.7400 72,577	1.8096 75,480
12	1.3950 58,187	1.5500 64,652	1.6030 66,863	1.7550 73,203	1.7750 74,037	1.8050 75,288	1.8772 78,300
13	1.4400 60,064	1.6000 66,738	1.6560 69,073	1.8200 75,914	1.8400 76,748	1.8700 78,000	1.9448 81,120
14	1.4850 61,941	1.6500 68,823	1.7090 71,284	1.8850 78,625	1.9050 79,459	1.9350 80,711	2.0124 83,939
15	1.5300 63,818	1.7000 70,909	1.7620 73,495	1.9500 81,336	1.9700 82,171	2.0000 83,422	2.0800 86,759
16	1.5750 65,695	1.7500 72,994	1.8150 75,705	2.0150 84,048	2.0350 84,882	2.0650 86,133	2.1476 89,579

**EMPLOYEE SALARY SCHEDULES  
EFFECTIVE 2021-2022**

<u>Step</u>	<u>Non-Deg</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>Doctorate</u>
1	0.9000 38,666	1.0000 42,962	1.0200 43,821	1.0400 44,680	1.0600 45,540	1.0900 46,829	1.1336 48,702
2	0.9450 40,599	1.0500 45,110	1.0730 46,098	1.1050 47,473	1.1250 48,332	1.1550 49,621	1.2012 51,606
3	0.9900 42,532	1.1000 47,258	1.1260 48,375	1.1700 50,266	1.1900 51,125	1.2200 52,414	1.2698 54,553
4	1.0350 44,466	1.1500 49,406	1.1790 50,652	1.2350 53,058	1.2550 53,917	1.2850 55,206	1.3364 57,414
5	1.0800 46,399	1.2000 51,554	1.2320 52,929	1.3000 55,851	1.3200 56,710	1.3500 57,999	1.4040 60,319
6	1.1250 48,332	1.2500 53,703	1.2850 55,206	1.3650 58,643	1.3850 59,502	1.4150 60,791	1.4716 63,223
7	1.1700 50,266	1.3000 55,851	1.3380 57,483	1.4300 61,436	1.4500 62,295	1.4800 63,584	1.5392 66,127
8	1.2150 52,199	1.3500 57,999	1.3910 59,760	1.4950 64,228	1.5150 65,087	1.5450 66,376	1.6068 69,031
9	1.2600 54,132	1.4000 60,147	1.4440 62,037	1.5600 67,021	1.5800 67,880	1.6100 69,169	1.6744 71,936
10	1.3050 56,065	1.4500 62,295	1.4970 64,314	1.6250 69,813	1.6450 70,672	1.6750 71,961	1.7420 74,840
11	1.3500 57,999	1.5000 64,443	1.5500 66,591	1.6900 72,606	1.7100 73,465	1.7400 74,754	1.8096 77,744
12	1.3950 59,932	1.5500 66,591	1.6030 68,868	1.7550 75,398	1.7750 76,258	1.8050 77,546	1.8772 80,648
13	1.4400 61,865	1.6000 68,739	1.6560 71,145	1.8200 78,191	1.8400 79,050	1.8700 80,339	1.9448 83,552
14	1.4850 63,799	1.6500 70,887	1.7090 73,422	1.8850 80,983	1.9050 81,843	1.9350 83,131	2.0124 86,457
15	1.5300 65,732	1.7000 73,035	1.7620 75,699	1.9500 83,776	1.9700 84,635	2.0000 85,924	2.0800 89,361
16	1.5750 67,665	1.7500 75,184	1.8150 77,976	2.0150 86,568	2.0350 87,428	2.0650 88,717	2.1476 92,265

**EMPLOYEE SALARY SCHEDULES  
EFFECTIVE 2022-2023**

<u>Step</u>	<u>Non-Deg</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>Doctorate</u>
1	0.9000 39,826	1.0000 44,251	1.0200 45,136	1.0400 46,021	1.0600 46,906	1.0900 48,234	1.1336 50,163
2	0.9450 41,817	1.0500 46,464	1.0730 47,481	1.1050 48,897	1.1250 49,782	1.1550 51,110	1.2012 53,154
3	0.9900 43,808	1.1000 48,676	1.1260 49,827	1.1700 51,774	1.1900 52,659	1.2200 53,986	1.2698 56,190
4	1.0350 45,800	1.1500 50,889	1.1790 52,172	1.2350 54,650	1.2550 55,535	1.2850 56,863	1.3364 59,137
5	1.0800 47,791	1.2000 53,101	1.2320 54,517	1.3000 57,526	1.3200 58,411	1.3500 59,739	1.4040 62,128
6	1.1250 49,782	1.2500 55,314	1.2850 56,863	1.3650 60,403	1.3850 61,288	1.4150 62,615	1.4716 65,120
7	1.1700 51,774	1.3000 57,526	1.3380 59,208	1.4300 63,279	1.4500 64,164	1.4800 65,491	1.5392 68,111
8	1.2150 53,765	1.3500 59,739	1.3910 61,553	1.4950 66,155	1.5150 67,040	1.5450 68,368	1.6068 71,103
9	1.2600 55,756	1.4000 61,951	1.4440 63,898	1.5600 69,032	1.5800 69,917	1.6100 71,244	1.6744 74,094
10	1.3050 57,748	1.4500 64,164	1.4970 66,244	1.6250 71,908	1.6450 72,793	1.6750 74,120	1.7420 77,085
11	1.3500 59,739	1.5000 66,377	1.5500 68,589	1.6900 74,784	1.7100 75,669	1.7400 76,997	1.8096 80,077
12	1.3950 61,730	1.5500 68,589	1.6030 70,934	1.7550 77,661	1.7750 78,546	1.8050 79,873	1.8772 83,068
13	1.4400 63,721	1.6000 70,802	1.6560 73,280	1.8200 80,537	1.8400 81,422	1.8700 82,749	1.9448 86,059
14	1.4850 65,713	1.6500 73,014	1.7090 75,625	1.8850 83,413	1.9050 84,298	1.9350 85,626	2.0124 89,051
15	1.5300 67,704	1.7000 75,227	1.7620 77,970	1.9500 86,289	1.9700 87,174	2.0000 88,502	2.0800 92,042
16	1.5750 69,695	1.7500 77,439	1.8150 80,316	2.0150 89,166	2.0350 90,051	2.0650 91,378	2.1476 95,033

## **APPENDIX I**

### **TEACHER PROFESSIONAL ORGANIZATION**

Teacher Professional Organization (“TPO”) Officers designated by name in written notice to the District Treasurer by the TPO Treasurer no later than August 15 of each year shall be paid a TPO supplemental stipend in addition to the Officer’s base compensation (regular salary) and any extra pay (supplemental) stipends paid pursuant to this Agreement. The annual notice from the TPO Treasurer also shall state the amount of the TPO supplemental stipends, which shall not exceed the amount allowed under rules of the State Teachers Retirement System (“STRS”). The TPO supplemental stipend shall be paid to the respective Officers with the second regular paycheck in May of each year. The Board shall make all required retirement deductions from the TPO supplemental stipend and shall contribute both the Board’s and the employee’s contributions to the STRS for the TPO supplemental stipend in addition to all other required STRS contributions. Pursuant to an itemized billing from the District Treasurer, the TPO shall reimburse the Board for the full amount of the TPO supplemental stipend as well as for the amount of the employer and employee STRS contributions and taxes required to be paid on the TPO supplemental stipend.

**East Cleveland City Schools**  
**Blue Access (PPO)**  
**Effective 10/01/2015**

<b>Covered Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Deductible (Single/Family)</b>	\$250/\$500	\$500/\$1,000
<b>Out-of-Pocket Limit (Single/Family)</b>	\$1,500/\$3,000	\$3,000/\$6,000
<b>Physician Home and Office Services (PCP/SCP)</b> <b>Primary Care Physician (PCP)</b> <b>Specialty Care Physician (SCP)</b> Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> <li>• allergy injections (PCP and SCP)</li> <li>• allergy testing</li> <li>• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products</li> </ul>	\$20/\$40   \$5 20% 20%	40%   40% 40% 40%
<b>Preventive Care Services</b> <ul style="list-style-type: none"> <li>• Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening</li> </ul>	No cost share	40%
<b>Emergency and Urgent Care</b> <b>Emergency Room Services</b> <ul style="list-style-type: none"> <li>• facility/other covered services (copayment waived if admitted)</li> </ul> <b>Urgent Care Center Services</b> <ul style="list-style-type: none"> <li>• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products</li> <li>• Allergy injections</li> <li>• Allergy testing</li> </ul>	\$150  \$35 20%  \$5 20%	\$150  40% 40%  40% 40%
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: <ul style="list-style-type: none"> <li>• Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	20%	40%
<b>Inpatient Facility Services (Network/Non-Network Combined)</b> Unlimited days except for: <ul style="list-style-type: none"> <li>• 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>• 90 days for skilled nursing facility</li> </ul>	20%	40%



<b>Covered Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>• Surgery and administration of general anesthesia</li> </ul>	20%	40%
<b>Other Outpatient Services</b> including but not limited to: <ul style="list-style-type: none"> <li>• NonSurgical Outpatient Services for example: MRAs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.</li> <li>• Home Care Services 90 visits (excludes IV Therapy) (Network/Non-Network combined)</li> <li>• Durable Medical Equipment, Orthotics and Prosthetics</li> <li>• Physical Medicine Therapy Day Rehabilitation programs</li> <li>• Hospice Care</li> <li>• Ambulance Services</li> </ul>	20%	40%
<b>Outpatient Therapy Services</b> (Combined Network & Non-Network limits) <ul style="list-style-type: none"> <li>• Physician Home and Office Visits (PCP/SCP)</li> <li>• Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>• Cardiac Rehabilitation: 36 visits</li> <li>• Pulmonary Rehabilitation: 20 visits</li> <li>• Physical Therapy: 30 visits</li> <li>• Occupational Therapy: 30 visits</li> <li>• Manipulation Therapy: 12 visits</li> <li>• Speech therapy: 20 visits</li> </ul>	No cost share 20%	No cost share 40%
<b>Accidental Dental:</b> \$3,000 per accident (Network and Non-Network combined)	Copayments/Coinsurance Based on setting where covered services are received	40%
<b>Behavioral Health:</b> <b>Mental Illness and Substance Abuse<sup>2</sup></b> <ul style="list-style-type: none"> <li>• Inpatient Facility Services</li> <li>• Physician Home and Office Visits (PCP/SCP)</li> <li>• Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional</li> </ul>	Benefits provided in Accordance with Federal Mental Health	40%
<b>Human Organ and Tissue Transplants<sup>3</sup></b> <ul style="list-style-type: none"> <li>• Acquisition and transplant procedures, harvest and storage</li> </ul>	NCS	50%

Covered Benefits	Network	Non-Network
<b>Prescription Drugs</b> Network Tier structure equals 1/2/3 <ul style="list-style-type: none"> <li>• Network Retail Pharmacies: (30-day supply) Includes diabetic test strip</li> <li>• Home Delivery Service: (90-day supply) Includes diabetic test strip</li> </ul> <b>**Mandatory Generic</b> (If generic is available, Member must take generic or pay the cost difference between the brand and generic plus the applicable copay) <b>**Mandatory Mail Order</b> (must use mail order after 3 refills on a retail basis for long term medications Medicare Rx – Wrap Specialty Medications are limited to a 30-day supply regardless of whether they are retail or mail service.	\$10/\$40/\$60  \$20/\$100/\$150	50%, min \$60 <sup>5</sup>  Not covered

Notes:

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Organ and Tissue Transplant (HOTT) Services).
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies.
- Network and Non-Network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26.
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatric or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections.
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-Network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance (excluding Option M and AQ) up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year.
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year and 164 visits/lifetime.
- Vision limited services – additional vision services are covered when specifically coded as determination of refraction, routine ophthalmological examination including refraction for new and established patients, and a visual functional screening for visual acuity. No additional ophthalmological services are covered as part of the medical coverage.

<sup>2</sup>We encourage you to review the Schedule of Benefits for limitations.

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

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

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

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

**It's easy to locate a provider:**

• Call 1-866-299-1358

• Visit

[www.enrollwitheyemed.com/select](http://www.enrollwitheyemed.com/select)

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

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

**Additional Purchases and Out-of Pocket Discount**

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

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

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

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

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

### **Value Added Features:**

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

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

**VERBAL WARNING  
RECORD OF MEETING**

Date:

Subject of Warning:

Attendees:

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cc: ECEA President  
Principal  
Member

CONTINUING CONTRACT REQUEST FORM

Please print:

Employee SS#: XXX-XX-

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Worksite: \_\_\_\_\_

Job Title: \_\_\_\_\_

Home Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Please check each of the listed explanations that apply to your status.

- ☐ I have taught in the East Cleveland City School District for at least three complete (August to June) school years out of the last five school years.
- ☐ I previously held a continuing contract in another District, and I have worked for the East Cleveland City School District for at least two complete (August to June) school years. (Documentation must be attached as evidence of continuing contract in another District)

\_\_\_\_\_  
Signature of Employee (Required)

\_\_\_\_\_  
Date

Applicants must:

1. Notify the Human Resources Department via e-mail at [hr@eastclevelandschools.org](mailto:hr@eastclevelandschools.org) of their intent to apply for a continuing contract by October 15.
2. Compile the following artifacts and submit them via e-mail to [hr@eastclevelandschools.org](mailto:hr@eastclevelandschools.org):
  - a. A copy of a valid certificate/license.
  - b. If no Master's degree has been attained, then include a sealed copy/secure link of the applicant's transcripts with conferred Bachelor's degree date and thirty (30) semester hours after issuance of initial certificate/license.
  - c. If Master's degree attained prior to issuance of initial certificate/license, then include a sealed copy/secure link of the applicant's transcripts with conferred Master's degree date and six (6) semester hours of graduate coursework after issuance of initial certificate/license.
  - d. If Master's degree attained after issuance of initial certificate/license, then include a sealed copy/secure link of the applicant's transcripts with conferred Master's degree date and thirty (30) semester hours of graduate coursework after issuance of initial certificate/license.
3. Present this Continuing Contract Request Form to your building principal and obtain a letter of recommendation from the principal regarding this request.
4. Return the above listed artifacts (valid certificate/license, official transcripts (if not submitted directly from the granting institution), and letter of recommendation) to the Human Resources Department by November 15.

The undersigned, Treasurer of the Board of Education of the East Cleveland City School District, East Cleveland, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Years 2021 and 2022 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.


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

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

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

Diana C. Whiss  
Treasurer

  
Superintendent

  
\_\_\_\_\_  
President