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2021-2024

***AGREEMENT
BETWEEN THE***

***EUCLID
BOARD OF
EDUCATION***

AND THE

***EUCLID
TEACHERS
ASSOCIATION***

EUCLID BOARD OF EDUCATION

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2021-2024

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1. RECOGNITION

1.1 Bargaining Unit

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

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

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

1.2 Duration of Recognition

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of the ETA as provided in Section 1.1 of this Article shall continue unless and until such recognition is validly withdrawn consistent with Chapter 4117 of the Ohio Revised Code.

1.3 Subjects of Negotiations

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

1.4 Requests for Negotiations

- 1.4.1** If either of the parties desires to open negotiations for a successor agreement, it shall notify the other party in writing not earlier than the first (1st) day of February and not later than the first (1st) day of March of the year in which this Agreement expires, or between the one-hundred twentieth (120th) and ninetieth (90th) day before the expiration date of this Agreement, whichever comes sooner. Written notice from the ETA shall be served on the Superintendent; written notice from the Board shall be addressed to the President of the ETA. The party giving notice shall also serve a copy of the written notice, together with a copy of the Agreement, on the State Employment Relations Board (SERB).
- 1.4.2** Within thirty (30) days after receipt of such notice, but not later than the first (1st) day of May of the year in which this Agreement expires, or sixty (60) days before the Contract expiration date, whichever comes sooner, an initial negotiations meeting will be held. At this first meeting, the party that served notice under subsection 1.4.1 of this Section shall submit in writing all its bargaining proposals for a successor agreement. At that time, the other party shall submit in writing all of its bargaining proposals for a successor agreement. Thereafter, neither party shall be entitled to submit additional items for bargaining except with consent of the other party.
- 1.4.3** The next bargaining session shall be held no later than fifteen (15) days after the initial meeting at which proposals are exchanged or a different date by mutual consent.

1.5 Meetings

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

1.6 Representation

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

1.7 Information

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

1.8 Agreement

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

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

1.9 Disagreement

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

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

1.10 Exclusivity of Procedure

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

1.11 Term

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

1.12 Final Form

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

1.13 "In-Term" Bargaining

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

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

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

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

2. PROFESSIONAL OBLIGATIONS

2.1 Teacher's Year

2.1.1 The teachers' year shall consist of 184 days of regularly scheduled service as prescribed in the official calendar adopted by the Board of Education. There shall be no more than four district professional development days included in the 184-day academic calendar, unless mutually agreed by the Parties.

2.1.2 In developing a school calendar for recommendation to the Board, the first contact day with students shall not occur before August 15 and the last day for teachers shall be no later than May 31, unless required by extraordinary circumstances. (Extraordinary circumstances in this section shall be defined as beyond what is usual, ordinary, regular, or established, e.g., calamity days or construction.) The Superintendent will seek input from officers of the ETA and discuss alternatives with them. The administration will provide a draft of the calendar recommendation to the Association five (5) weeks or more in advance of the Board meeting where the calendar will be adopted, unless both parties agree another timeline is required by extraordinary circumstances. This input is not a mandate, but the Board's recognition of the Association's concern. The calendar for the succeeding year must be adopted prior to the close of the current school year, unless both parties agree another timeline is required by extraordinary circumstances.

2.1.3 In addition to the regular school year and extended time, three (3) additional pre-school workshop days shall be provided. Bargaining unit members in attendance shall be paid at the rate of .0050 times the base salary applicable to the immediately succeeding regular school year per day.

Two (2) workshop days scheduled by the administration to be used for administrative meetings and/or inservice. One (1) day shall be teacher directed. At least two weeks prior to the opening of school, teachers may come into the building to ready their rooms on a voluntary basis. All buildings shall remain open until 11:00 p.m. for the day before the start of school for students.

2.1.4 Teachers newly employed by the district shall be required to attend a mandatory three-day workshop program, prior to the start of the regular teacher work year and shall be paid a stipend of .0039 times the base salary applicable to the immediately succeeding regular school year per day for such attendance.

The workshop program on day one (i.e., New Teacher Camp) shall be developed by the Euclid Professional Development Committee, whose members shall be eligible for professional development credit for their development, attendance, and active participation in the workshop day program. Days two and three of the workshop program shall be developed by the administration, in consultation with the Euclid Professional Development Committee. New hires during the school year may attend, if necessary as determined by the administration, the following school year's workshop program for new hires.

ETA shall be granted a one (1) hour lunch on the first day of the new teacher workshop to meet with new teachers separately.

The new teacher workshop shall begin two (2) days prior to the special education professional development days in Article 12.2.2. For clarity purposes, the schedule of new teacher workshop, special education and teacher workshop will follow the chart below.

<p>New Teacher Camp Day 1 (0.0039)</p> <p><i>5 days prior to Teacher Workshop</i></p>	<p>New Teacher Camp Day 2 (0.0039)</p>	<p>New Teacher Camp Day 3</p> <p>Required new special education teacher (0.0039), &</p> <p>Returning special education teacher voluntary day (0.0050)</p>	<p>Special Education Required Day 1</p> <p>Returning teachers (per diem); &</p> <p>New teachers (0.0039)</p>	<p>Special Education Required Day 2</p> <p>Returning teachers (per diem); &</p> <p>New teachers (0.0039)</p> <p><i>Day before workshop</i></p>
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2.1.5 In-Service

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

2.2 Teacher's Day

General

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

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

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

2.2.1 Pre-School Instructional Day at the Early Learning Village

2.2.1.1 Teachers shall arrive to school at 8:15 a.m., Monday through Friday. Teachers' dismissal shall be at 3:45 p.m., Monday through Thursday. Friday shall be a non-student contact day. The work day on Friday is 8:15 - 3:45 p.m., but teachers may leave at 2:15 pm on Friday. Administration may schedule professional development and/or a staff meeting for two hours and five minutes each Friday.

Teachers may use the remainder of this day for a sixty (60)-minute lunch and for preparation.

For reasons involving operational necessity (i.e. busing) the District may adjust the ELV teacher arrival time and its commensurate dismissal time no more than ten (10) minutes earlier or later than the above times for the following school year.

Teachers shall have a sixty (60) minute lunch period each day, Monday through Friday.

2.2.1.2 An additional professional development day will be incorporated into the regular school calendar at the start of the school year for professional development and training required to maintain state licensure and/or Step Up to Quality mandates (i.e., one regular contract day will be scheduled as a professional development day). To the extent possible, all other coursework, professional development, and testing required to maintain state licensure and/or Step Up to Quality mandates shall be provided within the teacher work day.

2.2.1.3 For ELV Head Start teachers, if he/she conducts home visits consistent with Head Start federal guidelines he/she shall be excused from night conferences.

2.2.1.4 Should a new student schedule at the ELV become necessary, this Article 2.2.1 will be reviewed by the Parties and modified accordingly via a Memorandum of Understanding.

2.2.2 PROFESSIONAL COLLABORATION SCHEDULE

2.2.2.1 Elementary

- Teachers in each grade level shall collaborate one morning per week for up to one hour, but no less than 30 minutes, or, if determined by consensus within the grade level TBT, collaboration can occur after school.
- For morning collaboration the teachers shall begin their day thirty (30) minutes prior to students' arrival.
- Teachers shall receive fifteen (15) minutes of Professional Development for each collaboration meeting that is attended in the morning.

2.2.2.2 Middle School

- Teachers shall have Team meetings on Monday and Wednesday from 7:45 a.m. – 8:10 a.m.
- On the first and third Fridays of the month teachers shall have Team meetings/Special Ed meetings from 7:45 a.m. – 8:10 a.m.
- On Tuesdays, teachers shall have TBT/Department time from 7:30 a.m. – 8:10 a.m.
- On the second and fourth Friday of each month, teachers shall have TBT/Department time from 7:45 a.m. – 8:10 a.m. In any month in which there is a fifth Friday, the building administrator shall determine the meeting agenda.
- On Thursdays, teachers shall report to work at 8:05 a.m. (This is twenty [20] minutes after the contractual arrival time.)

2.2.2.3 High School

Teachers will have Professional Collaboration each Monday for up to one hour, but no less than thirty (30) minutes, as determined by the principal.

Staff meetings at the High School also will be held on Mondays. One Monday per month, the teacher day may be extended to 3:45 p.m. (or the commensurate time in the event of a schedule change) to accommodate having up to 30 minutes of collaboration and an up to a one-hour staff meeting.

Until changed and/or adjusted in accordance with this negotiated agreement, the Bell Schedule: 1 through 7 are regular class periods.

1st Period	7:30-8:23 (53 minutes)
2nd period	8:28-9:25 (57 minutes, 4 minutes of which are morning announcements)
3rd period	9:30-10:23 (53 minutes)
4th period	10:28-11:21 (53 minutes)
5th period	11:26-12:19 (53 minutes)
6th period	12:24-1:17 (53 minutes)
7th period	1:22-2:15 (53 minutes)

No later than February 15, 2022, the parties agree to convene a committee to explore potential changes and/or adjustments to the

high school schedule with the goal of improving student achievement and growth, decreasing student discipline, improving student engagement, and meeting student needs.

The committee will be made up of the high school department chairs, the ETA president/designee, and three ETA members selected by the ETA president following consultation with the high school principal.

The superintendent/designee will select no more than seven (7) District members (including the building principal) to serve on the committee. The Superintendent will not be a part of the committee.

The committee will be co-chaired by a superintendent selected administrator and an ETA selected teacher. In the event a department chair cannot participate in the committee, the committee co-chairs will select an alternative committee member from that department after consultation with the department chair.

Committee members will seek input from and update their representative groups throughout the process. Additionally, the committee shall seek input from and consider feedback from stakeholder groups.

EHS administration will provide, and other committee members may provide, specific examples for possible schedule adjustments for consideration. Exploration of options will include IE period within parameters of 15-16 IE schedule.

The committee will convene for two days in February 2022 (days to be selected by committee members). Committee work will count toward professional development hours per Article 8.3. After the February sessions, committee meetings will be bi-monthly for no greater than 1.5 hours per meeting, unless otherwise agreed by the committee. The committee may also meet in subcommittees.

The committee will study the effect of schedule adjustments on the various departments and programs prior to making any recommendations to building administration. Recommended schedule adjustments will maintain the current length (as of the 2021-22 school year) of the teacher day, including the office hours per Article 2.16, unless otherwise mutually agreed upon. The

school start/end times will be no more than one (1) hour earlier or later than the 2021-22 scheduled times.

Teachers will maintain a minimum of 45 minutes uninterrupted lunch and no fewer than 45 minutes of uninterrupted prep daily. No new schedule option shall result in a reduction in the number of high school teachers.

The committee will present its findings to the EHS staff, administration and ETA leadership in March 2022 and February 2023, and solicit input before making a final written recommendation to the building administration.

Committee recommendations will be made by consensus.

The committee recommended schedule will be followed for the 2022-2023 school year if it does not require significant changes in instructional practices (such as block schedule or blended learning). Otherwise, the committee will continue to work to study feasible schedule adjustments for the 2023-2024 school year. Should a recommended schedule require significant changes in instructional practice (such as block schedule or blended learning), the district will provide committee release time for planning and building-wide professional development so that the new schedule can be implemented in the 2023-2024 school year.

If the committee fails to reach consensus on one recommended schedule by March 1, 2023, two (2) written recommendation(s) shall be made to the Superintendent/designee by the committee co-chairs by March 15, 2023. The recommendation(s) must include pros and cons of the schedules. Co-chairs shall determine the method for identifying the two written recommendations in the event consensus is not reached. The two recommendations sent to the Superintendent/designee shall have the support of the majority of the committee, including support from both teachers and administrators.

After seeking input from the ETA President / designee, the Superintendent/designee may implement only one of the recommended schedule(s) for the following school year. The District will provide committee release time for planning, as well

as building-wide professional development before the schedule is implemented.

Following consultation with high school teachers, the committee, will meet in March 2024 to review and evaluate the new schedule. Any changes to the schedule must follow the procedures set forth in this Article. Either party can reconvene the committee after March of 2024. No changes to the high school schedule shall be implemented absent this committee process.

2.2.3 Within the scheduled day:

2.2.3.1 Teachers are expected to remain in the building at least five (5) minutes after student dismissal and/or until such time as all of their pre-arranged student and/or parent conferences, faculty meetings, committee meetings, and all other on-site student-related duties of that particular day are fulfilled. No teacher may be assigned additional routine duties which require the teacher to remain in the building after student dismissal. Teachers shall have access to student attendance by period through the District's electronic reporting system.

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

2.2.3.3 Secondary Assignment

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

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

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

The scheduling process in all secondary (6-12) buildings will be opened up for all teachers to have input. All secondary teachers will have an opportunity to discuss within their departments the assignment of courses for the next academic year. Teachers shall complete schedule preference sheets per current department practice.

Each department chair shall meet with the building administrator and ETA to review department preference sheets in a collaborative conversation. If, during the review of the preference sheets, the administrator has a different preference for a teacher than the one requested, the administrator shall make that recommendation to the department chair and ETA during the collaborative conversation.

The department chair shall meet with the affected teacher(s) to share the recommendations of the administrator. If the affected teacher agrees, and the change is to an open course assignment, the department schedule will reflect that change. If the administrator's recommendation involves a change in another teacher(s) preferences to switch course

assignments, and all teachers agree, the department schedule shall reflect that change.

If, after the conversation with the department chair, the affected teacher(s) does not agree to the administrator's recommendation, the administrator shall meet with affected teacher(s), department chair, and ETA to have further conversation, including the reason for the administrator's recommendation for a change in course assignment outside the teacher's preference sheet. If the change in course assignment is made by the administration after the conversation, then the teacher(s) will be provided needed and ongoing support as requested. This process shall not be used to move teachers outside of their department or building.

Teachers who are assigned through administrator initiation shall not have more than one course outside the teacher's preference sheet administratively assigned in a school year.

No more than a total of 15% of the teacher(s) shall be subject to a change in his/her course assignment(s) outside their preference sheet by the administration. This limit includes teachers who agree to course assignment(s) outside their preference sheet, and teachers who do not agree.

If due to an administrator-initiated reassignment a teacher is reassigned outside of his/her preference sheet, and, as a result, another teacher(s) is reassigned outside their preference sheet, that reassignment(s) will be calculated as part of 15% administrative reassignment limit.

The most senior twenty (20) percent of tenured teachers at the high school have the right to refuse an administrative reassignment. Such teacher(s) and administrator may mutually agree to an administrative reassignment.

The following teachers will be bypassed if they are part of the top twenty (20%) calculation: Teachers who put in a retirement/resignation notice by March 1, high school counselors, high school social workers, teachers who are

solely responsible for a course (e.g., Mandarin language teacher), and career tech teachers. The next most senior tenured teacher(s) will have the right of refusal in place of any of the teachers who fall into these categories within the top 20%.

Teachers assigned through this process will maintain the assignment(s) for two school years (unless mutually agreed with the building administrator), and will not be assigned through administrator initiation for a period of three (3) school years. (Year one is the year the assignment is implemented.)

The Department chair(s) shall then review with the department the decisions made.

Teacher(s) whose assignment(s) are changed based on the administrator's recommendation will be evaluated by said administrator unless affected teacher(s) requests a different evaluator.

In reviewing department recommendations, the administration will make a reasonable attempt to see that the schedule of each teacher includes a variety of course levels, e.g., 2, 4, 6. When Department Chairs apportion duties they shall take seniority into consideration.

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

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

2.2.3.4 Progress Reporting

Teachers are expected to keep the electronic gradebook updated once every two weeks, absent extenuating circumstances. A final quarter entry must be entered into the electronic gradebook by the end of each quarter for access by students/parents/guardians.

The requirement for interim progress reports will be satisfied through the use of the electronic gradebook. However, if a student is failing, or has dropped two or more letter grades from one quarter to the next, and the student was present in class at least 80 percent of the quarter, parents of such students shall be contacted directly by the teacher and provided with the student's grade. Parent contact is satisfied by actual contact or making an attempt to contact the parent. The teacher will make two (2) attempts to contact the parent. The contact or attempt will be documented in the student information system. Once per quarter teachers will be provided with a minimum of 45 minutes during collaboration time for this work.

2.2.3.5 Elementary Assignment

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

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

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

2.2.3.6 Middle School

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

2.2.3.7 Special Teachers/Encore Teachers

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

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

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

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

Encore teachers may meet each spring with the building principal to discuss the most effective rotation of specials.

2.2.4 Preparation time up to the required minutes (e.g., 200 minutes for elementary teachers) will not be used for trainings. Trainings will occur during professional development days/time, faculty meetings or during other non-scheduled time during the workday.

2.3 School Nurse

2.3.1 A School nurse employed by the Board of Education shall be guaranteed no less than a forty-five (45) minutes non-interrupted duty free lunch period each school day.

2.3.2 The School nurse shall be provided no less than a forty-five (45) minute period of time per day in which to complete documentation, charting and

other clerical work. The school nurse will assist in emergency medical situations regardless of such period or their lunch period.

2.4 Additional Responsibilities

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

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

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

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

2.4.2 Each member is expected to attend necessary staff, departmental, committee, and other professional meetings called by the Superintendent, principal, or department chairperson. Administrators and supervisors will terminate building meetings within one hour of the commencement of the meeting, which shall commence promptly [no more than ten minutes following] after student dismissal. Meetings called by the administration shall end within one hour of the start of the meeting. Notice of time and place and agendas for all such meetings shall be presented to the participants at least one school day in advance of the meetings, except in emergency situations. No meetings will be scheduled

on Tuesday. If no ETA meeting is scheduled, upon permission of ETA, an administrator may schedule a meeting on the third or fourth Tuesday of the month.

- 2.4.3** Voluntary participation in curriculum studies, in-service courses and/or workshops constitutes consent to an extension of the normal meeting termination time.
- 2.4.4** If a substitute is not available or not feasible due to the emergency of the absence, a bargaining unit member may be required to forego his/her preparation period by substituting for or assisting another teacher during such preparation. The teacher substituting or assisting shall be compensated at .00060 ratio to the BA Base per period with payment made at least on a quarterly basis. This includes covering a class in lieu of a specialist or adding the students assigned to another teacher to his/her assigned load. The blue card will be provided to the teacher on the day of assignment. The first priority for substitute use will be for illness or pre-arranged personal days. The second priority will be for in-service. If no substitute is available, coverage shall be rotated using all certified staff in the building, including specialists. When creating the master schedule, the administration will make a good faith effort to provide equity in the number of personnel available for period coverages.
 - 2.4.4.1** When additional students are added to the regular class load of a teacher in lieu of a substitute, the rate of blue card compensation will be .00060 ratio to the BA base for one (1) to three (3) additional students and .00120 ratio to the BA base for four (4) to six (6) additional students.
 - 2.4.4.2** When additional students are added to a specialist's class, the rate of compensation will be .00060 ratio to the BA base for every five (5) class periods in which additional students are added. A new card will be developed for specialists to keep track of the five (5) class periods.
 - 2.4.4.3.** Teacher absences for department, content area and grade level training shall be reported by the administrator responsible for setting up the training so that efforts can be made to secure substitutes.
 - 2.4.4.4.** Access to computer labs shall not be denied due to TRT absences.

2.5 Open House

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

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

2.6 Parent-Teacher Conference Days

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

2.6.2 Teachers will receive compensatory time for attendance at two (2) evening parent-teacher conferences and one open house. Compensatory time will be provided on the Wednesday before Thanksgiving and the Friday before the Presidents' Day Holiday. Kindergarten teachers will receive an extra conference day as long as they are on one-half day classes.

Teachers, building substitutes, and Regularly Employed Tutors will attend one mandatory session on the second to last work day prior to the start of winter break for the purpose of grading (or, in the case of substitutes and Regularly Employed Tutors, for a purpose designated by the building administrator) that will begin immediately after the student day (one three (3) hour session). In lieu of this mandatory session, the District may alternatively schedule a parent engagement evening during the school year that shall last no longer than three (3) hours and shall be without preparation by the teacher.

2.6.3 All teachers will be expected to complete a telephone conference log along with their regular parent-teacher conference log, with the telephone

conference log indicating those parents whom they have attempted to (or succeeded) in contacting by the telephone where the parent did not attend the conference.

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

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

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

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

2.7 Digital Learning

Where a digital learning class is offered and run in any Euclid School District building during the student day, a bargaining unit member (referred to as facilitator) will be assigned to facilitate the program and supervise the students. A bargaining unit member (referred to as facilitator) will be assigned to facilitate the program and supervise no more than one hundred fifty (150) students. Facilitator will be responsible for the registration of students into selected courses using the adopted online system. The facilitator will be expected to provide students with their usernames and passwords and provide them an orientation on their first day of class. The facilitator will be expected to monitor student progress daily, using the approved on-line system, contacting students and parents if the need arises outside of the school day, and manage the operations of the classroom activities. The classroom may consist of special education students, credit recovery students, transfer credit students, flex credit students, students with health issues, and/or students with behavior issues. Students will be assigned to the facilitator as the “teacher of record” for reporting purposes. All other students will be assigned to the general education content area or the course will be recorded online for reporting purposes.

In addition to a facilitator, content area teachers awarded the supplemental contract will provide tutoring assistance. Supplemental contract awarded will be compensated at .0767 of the BA base for tutoring each content area assigned. There shall be an additional .0256 of the BA base supplemental

contract for grading in each of the content areas. The duties for the grading supplemental will be an average of one hour per week after school grading. The teacher awarded the supplemental to tutor in a content area shall also be offered the grading supplemental. Should the teacher decline the grading supplemental, it shall be posted separately. The teachers currently tutoring in each content area shall be offered the supplemental prior to posting.

All non-core content assignments will be monitored and graded by the facilitator. Facilitator will receive a supplemental contract for .0256 of the BA base for this additional responsibility.

A digital learning class shall be considered a preparation where the teacher is serving as the teacher of record (excludes teachers with a supplemental contract for digital learning). Student supervision only will be a duty assignment. Digital learning shall not result in the layoff of bargaining unit members under Article 6, Section 6.5.

2.8 EMIS

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

2.9 Credit Flexibility

- 2.9.1** Any students seeking flex class shall complete a Project Application to be reviewed by the Flexible Credit Committee.
- 2.9.2** After review and approval by the Flexible Credit Committee of the Project Applications, students shall receive the credit approved by the Committee for completion of the project.
- 2.9.3** As per the district Credit Flex Policy, a teacher of record shall be assigned to the students with a non-bargaining unit member continuing to facilitate the project for the students.
- 2.9.4** Courses offered for credit on Euclid City School property shall be taught only by certified bargaining unit members.

2.10 College Credit Plus

- 2.10.1** The opportunity to teach any course offered by the school district

through College Credit plus shall be posted in accordance with Article 5. No outside applicants shall be considered until all members of the bargaining unit who have applied and are qualified are considered.

2.10.2 No teacher shall be forced to meet the requirements to teach the course. In the event no bargaining unit member expresses interest in a College Credit Plus course, the lowest senior qualified teacher may be assigned the course.

2.10.3 Any teacher who teaches a course or courses that qualify for College Credit Plus shall be provided a day to visit the participating institution of higher education to engage in planning with the cooperating college instructor. If this visit occurs during the summer months, the teacher shall be paid at the summer curriculum rate for the day. If this visit occurs during the school year, the teacher shall be released from duties as an assignment day. Any additional assignment days or necessary training must be approved by the building principal and superintendent. The teacher shall be reimbursed mileage expenses at the district rate for this day(s).

2.10.4 A bargaining unit member may not be reduced as a result of the District's participation in the College Credit Plus unless:

1. A college credit plus teacher leaves the District; and
2. No other remaining teacher in the department meets the requirements to teach the course; and
3. The District is executing a Reduction in Force under the provisions of this Agreement.

2.11 Advance Mediation Course Instructor

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

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

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

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

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

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

2.12 Third Grade Guarantee

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

2.13 Calamity Days

On days when, District-wide, schools are closed due to public calamity such as snow, floods, heat, power outage, or for any calamity reason set forth in the Ohio Revised Code, the following procedures shall apply:

For PreK-12, the first six (6) calamity days of any school year will not be made up, unless prior to August 1 of a school year, the Board adopts a plan to make up three or fewer school days by completing classroom lessons posted on the district’s web portal or website, for calamity days four, five, and six, which shall be accomplished in accordance with state law. Teachers will not be required to teach remotely using live lessons on the first six (6) calamity days. Teachers in grades PreK-12 are not required to report to school on calamity days. After the third (3rd) calamity day, the ETA and administration will meet to discuss a mutually agreeable procedure for making up time in the event there are more than six (6) calamity days.

There shall be no change to Section 2.1.1 of the Agreement which states, the teachers’ year shall consist of 184 days of regularly scheduled service as prescribed in the official calendar adopted by the Board of Education.

All buildings shall retain the same start and end time and the school day for each building shall be defined as the same number of minutes as currently worked in each building, unless mutually agreed upon by the Association and Administration.

In no event will this Calamity Day language cause the District to provide fewer hours of instruction as required by law.

2.14 Lesson Plans

Teachers are to keep lesson plans on their desk, on a work table or in electronic format and available to the building administrator each Monday morning. Teachers must have a minimum of three (3) days plans available at the time the building administrator checks them. Any teacher who does not have plans available more than once will have to turn in a copy of their lesson plans to the building administrator each week for the remainder of the year. If the teacher is absent, she/he may email the plans to the building administrator.

2.15 Teacher Dress

Appropriate and professional dress includes Euclid City School District spirit wear but not spirit wear for other schools serving one or more of the grades PreK-12.

2.16 Weekly Office Hours

For K-12 teachers, each teacher shall have office hours 20 minutes per week. Teachers have discretion on the time-of-day office hours are held, so long as the time is when students would typically be available to participate (e.g., immediately after school, in the evening after students would arrive home but prior to bedtime).

The office hours' time will be scheduled/published to families and the building principal, and posted within the first week of each quarter. Absent extenuating circumstances, office hours will remain consistent during the quarter. Teachers will notify the principal, students and families of any office hour change during the quarter.

Office hours may be in person or virtual. For kindergarten teachers, so long as the kindergarten teachers' schedule is aligned to the preschool schedule at the ELV, kindergarten will be excluded from the 20-minute office hours.

At the middle school, twenty (20) minutes of one morning team meeting time weekly will be eliminated in order to allow for office hours at the teacher's discretion as implemented for K-12 teachers.

Office hours cannot be used for the purpose of an OTES 2.0 walkthrough.

3. EVALUATION

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

The Board has adopted the Ohio Teacher Evaluation System 2.0 (“OTES 2.0”).

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by District teachers represented by the Euclid Teachers Association. The committee is for the express purpose of recommending necessary changes to the Board: 1) for the appropriate revision of Board policy, 2) creation and revision of forms relevant to the evaluation process, 3) the determinations of HQSD for the evaluation of teachers in the district, and 4) participate in the selection and review of vendor assessments or other instruments used to gather HQSD.

The committee shall be comprised of up to twelve (12) Association members and shall be appointed by the Association President or designee after consultation with the Superintendent or designee, and comprised of up to eight (8) individuals appointed by the Superintendent or designee after consultation with the Association President or designee. Association committee members shall serve on staggered terms of not more than three (3) years, and may be reappointed for additional terms. Committee members will be identified by opening day of the school year.

Association committee members must have been rated accomplished and no more than five (5) of the twelve (12) members rated skilled within the last three (3) years. Association members shall be representative of Pre-K, elementary, middle school, secondary and specialty areas (i.e. music, art, special education) and programs (i.e. career tech) within the District. The committee may establish subcommittees to assist with its work.

Committee members shall receive training regarding OTES 2.0. Training fees, if any, shall be paid by the Board. If training is scheduled by the administration during the work day, committee members will receive release time for such scheduled training.

The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent, for example, in order to develop the agendas for the meetings, review data related to OTES, and to communicate with committee members.

Committee work shall count as “professional development training” for Article 8.3; however, committee members may submit an additional five-hour increment under Article 8.3 (up to a total of twenty-five hours for all professional development training) for committee work done outside the regular work day.

All committee recommendations shall be achieved by consensus.

3.1 Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating. OTES 2.0 is a professional growth model and is intended to be used to continually assist educators in enhancing teacher performance. An effective professional growth model considers a teacher’s instructional strengths, while supporting identified areas for improvement and focus areas, as well as acknowledging performance deficiencies.

Each teacher will be evaluated according to the Ohio Revised Code 3319.112 and the Ohio Teacher Evaluation Framework, which is aligned with the Ohio Standards for the Teaching Profession. The final holistic evaluation rating shall be assessed in a holistic manner, meaning the evaluator will assess which performance level provides the best overall description of the teacher’s practice considering evidence gathered during any pre-conferences, the formal observations, the post-conference(s), classroom walkthroughs, and evidence of practice and professionalism

Each teacher evaluation will result in a final holistic rating of:

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

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

No teacher shall be evaluated on his or her classroom performance except

based on the observation of the teacher by their assigned evaluator and the informal evaluations that are set forth in this agreement, unless any identified concern is followed by a meeting between the evaluator or supervisor and the teacher to address questions arising from the concern.

A teacher shall not be formally evaluated where he/she submits a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

To the extent allowable by law, the teacher being evaluated, ETA, and Board/designee may mutually agree not to evaluate a teacher due to unusual circumstances or extenuating circumstances on a case-by-case basis.

3.2 Assessment of Teacher Performance

Teacher performance will be evaluated by an assigned OTES 2.0 Euclid credentialed administrator during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the *Ohio Standards for the Teaching Profession*.

3.3 Professional Growth and Improvement Plans (Goal-Setting)

Annually the credentialed Euclid administrators responsible for observation and evaluations shall meet with teachers to discuss and develop Professional Growth Plans or Improvement Plans.

1. Teachers with a final holistic rating of Accomplished annually develop a self-directed Professional Growth Plan.
2. Teachers with a final holistic rating of Skilled and for teachers new to the District annually develop a Professional Growth Plan initiated by the teacher and completed collaboratively with the evaluator.
3. Teachers with a final holistic rating of Developing annually develop a Professional Growth Plan with their evaluator who will grant final approval of the plan.
4. Teachers with a final holistic rating of Ineffective will be placed on an improvement plan which will be developed with input from the teacher, with the evaluator granting final approval (OhioES requires the evaluator to initiate the Improvement Plan.)

This process shall be completed by September 30. Any goal revisions after September 30 shall follow the process described in this Article 3.3. For teachers with a Professional Growth Plan, revisions shall be teacher initiated. See Form – Appendix “I.”-Improvement plans are also developed in accordance with Article 3.8.1. The Professional Growth Plan should be individualized to address the needs of the teacher.

The Euclid credentialed administrator and/or district should provide for professional development opportunities that support the professional growth of the teacher.

Teachers will be required to have two goals that address an element of a standard of the Ohio Standards for the Teaching Profession and/or components of the observation domains. At least one of the goals must address the teacher’s contribution to the achievement of a District goal and/or building goal.

The District will post electronically the Ohio Standards for the Teaching Profession, the OTES 2.0 rubric (which is also contained in Appendix I), and information regarding the District and building achievement goals.

The use of any self-reflection form for goal setting is optional.

The teacher and the evaluator will have a conference at least once a year to discuss the teacher’s progress on the teacher’s Professional Growth Plan.

3.4 Formal Observation and Classroom Walkthrough Sequence

3.4.1 All instructors who meet the definition of “teacher” under R.C. 3319.111 and this policy shall be evaluated based on two formal observations and periodic classroom walkthroughs each school year. The first formal holistic observation will be completed by the last teacher work day of the first semester, absent extenuating circumstances. A minimum of one (1) walkthrough/informal observation shall be included in each evaluation cycle, absent extenuating circumstances.

3.4.2 Teachers who are employed under a limited contract and who are under consideration for nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs. The second and third observations will concentrate on identified focus area(s) from the first holistic formal observation. An administrator will inform the teacher that she or he is under consideration for nonrenewal.

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

Each teacher evaluated under this policy may annually complete The Ohio Department of Education's "Self-Assessment," for purposes of goal-setting.

3.5 Formal Observation Procedure

3.5.1 Formal holistic observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The preconference shall typically be between 20 and 40 minutes in duration. The parties may mutually waive the written preconference questions for the second formal observation. Formal observations (holistic and focused formal observations) will be announced.

The pre-conference shall be scheduled at a mutually agreeable day and time no more than five (5) school days prior to the scheduled observation, absent extenuating circumstances, with the evaluator setting a date should a mutually agreeable day be unattainable. Cancellation/rescheduling of a preconference will only occur as the result of extenuating circumstances.

At the pre-conference, the evaluator and teacher shall discuss what the evaluator will observe during the classroom visitation and any other information relevant to the performance rubric. Important information is shared about the characteristics of the learners and learning environment. Specific information is also shared about the objectives of the lesson, the assessment of student learning, and any other relevant issues. Absent extenuating circumstances or unless agreed upon by the evaluator and teacher, the teacher will come prepared with a lesson plan for the day of the scheduled observation and any relevant data not available in OhioES. The teacher should also be prepared by having reviewed and completed pre-conference questions before the preconference, and by being ready to discuss what came before and will come after the lesson to be observed. The conference will also provide the teacher an opportunity to request focused feedback on identified areas from the evaluator during the classroom observation.

Should the lesson plan change between the pre-conference and formal

observation, the teacher shall provide a copy of the lesson plan in advance of the observation.

Regarding pre-conference questions, the evaluator will provide the teacher with a maximum of fifteen (15) preconference questions. The selected pre-conference questions shall be consistent within each building. The teacher is to provide written responses to these questions in OhioES. The evaluator may ask additional questions about the lesson.

3.5.2 The formal (holistic and focused formal observations) classroom observation should be conducted at a mutually agreed upon date and time (to the extent possible, with the evaluator setting a date should a mutually agreeable day be unattainable) for the duration of the lesson to be observed. Each formal observation will be analyzed by the evaluator using the Teacher Performance Evaluation Rubric. Formal observations will not include videotaping or sound recordings except with agreement of the teacher, or where required by law or regulation.

3.5.3 A post-observation conference shall be held no more than seven (7) school days after each formal (holistic and focused) observation, absent extenuating circumstances, during a mutually agreed upon date and time to the extent possible, with the evaluator setting a date should a mutually agreeable day be unattainable.

The purpose of the post-observation conference is to provide reflection and feedback to increase teacher effectiveness. The evaluator shall provide additional strategies and/or resources when a teacher scores developing or ineffective in any rubric category or upon request of the teacher. In general, the discussion between the evaluator and teacher will center on area(s) of focus and growth. Teachers may bring additional evidence that supports the lesson observed to share with the evaluator at the conference. The evaluator may consider these as evidence of student learning or evidence to support the teacher's performance.

At the first post-conference, based on the first semester formal holistic observation, one or two focus area(s) for the second formal observation will be determined. A focus area is defined as one component on the Rubric. The District will provide support, if needed.

1. Any teacher rated accomplished on the holistic observation will determine independently his or her own focus area(s).

2. Any teacher rated skilled on the holistic observation will collaborate to mutually agree upon her/his own focus area(s).
3. For any teacher rated developing or ineffective on the holistic observation, the evaluator will confer with the teacher and determine the area(s) of focus.

An evaluator may collect evidence at the second formal observation, or as otherwise described in this Article, to support a Final Holistic Rating at the end of the evaluation cycle.

If a third formal observation is given, the evaluator will determine the area(s) of focus that will concentrate on identified focus area(s) from the first holistic formal observation.

The teacher will be able to view a copy of the observation rubric at the post-conference, and may request a paper copy. Specifically, the post-conference will include the evaluator reviewing the teacher's preliminary rating for each standard, as well as a preliminary overall holistic rating based on evidence collected to date.

A teacher shall be permitted to attach comments regarding his/her own performance to the Teacher Performance Evaluation Rubric.

The evaluation report shall be PINed by the evaluator, which shall constitute written notice of the evaluation report to the teacher. A teacher should enter his/her PIN within seven (7) school days of the post conference, or after one follow-up meeting has taken place (if requested), unless there are extenuating circumstances. The teacher's PIN signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. Once a teacher has entered his/her PIN the rubric shall not be changed without communication with the teacher.

3.5.4 Less Frequent Evaluation Cycle of Teachers with Five or More Years of District Teaching or Related Service Experience Receiving an "Accomplished" or "Skilled" Rating.

3.5.4.1 All teachers with five or more years of District teaching or related service experience who received a final holistic rating of "accomplished" on the teacher's most recent evaluation

conducted under this policy will have the subsequent evaluation in the third year of a three-year cycle, instead of an annual basis, so long as the teacher submits a self-directed Professional Growth Plan to the evaluator, and the evaluator using documented evidence determines the teacher is making progress on that plan. The evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth of May of that school year.

3.5.4.2 All teachers with five or more years of District teaching or related service experience who received a holistic rating of “skilled” on the teacher’s most recent evaluation conducted under this policy will have the subsequent evaluation in the second year of a two-year cycle, instead of an annual basis, so long as the teacher and evaluator jointly develop a Professional Growth Plan for the teacher, and the evaluator using documented evidence determines the teacher is making progress on that plan. The evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth of May of that school year.

3.5.4.3 Consistent with the requirement set forth in the Ohio Revised Code, in any year in which a teacher is not formally evaluated, the teacher will have at least one informal observation (walkthrough) and conference with their evaluator. In that case, the evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by May 10 of that school year.

3.5.4.4 Nothing in this Article 3.5.4 will prevent the District from initiating an evaluation cycle.

3.6 Walkthroughs / Informal Observations

The purpose of walkthroughs/informal observations is to provide the opportunity to gather evidence of instruction over a series of short classroom visits. Walkthroughs for evaluation purpose shall be observations of ten (10) minutes or more. Every reasonable effort will be made to observe teachers at different times of the day. Walkthroughs will be conducted by the assigned

OTES Euclid credentialed district administrators. The credentialed administrators hired through ESC funds and assigned full time to a Euclid school's building exclusively shall be considered district credentialed administrators for OTES evaluation purposes.

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

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

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

Teachers will be provided written feedback on evaluator walkthroughs on the Classroom Walkthrough/Informal Observation Form (Appendix "I"). Feedback will be provided promptly following the completion of the walkthrough – i.e., within seven (7) work days of the walkthrough, absent extenuating circumstances.

3.7 High Quality Student Data (“HQSD”)

Annually, the Superintendent shall develop a list of approved high-quality student data in consultation with experts in the field of education and with the District's Evaluation Policy Consultation committee.

At least two measures of high-quality student data will be used as evidence of student learning. When applicable to the grade level or subject taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one source of HQSD. Prior to a teacher using his/her own assessment for HQSD, he/she must follow the established procedure for submitting HQSD for review. If the assessment does not meet the criteria for HQSD, the teacher shall be provided appropriate feedback and guidance for revision.

The teacher will select measures of high-quality student data from the approved list, and will provide evidence that demonstrates the teacher has used the data in accordance with the OTES rubric. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation as it relates to the OTES rubric and where applicable.

3.8 Improvement Plan Guidance

The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support.

3.8.1 Teachers may be placed on an improvement plan if:

- A licensed staff member earns an ineffective rating in two components of one domain.
- At the end of the school year, the acceptable level of performance is not met. The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the “Developing” level or above. Experienced teachers—with five or more years of experience—are expected to meet the “Skilled” level or above.

3.8.1.2 When an Improvement Plan is initiated by the evaluator, it is the responsibility of the evaluator to:

- Identify, in writing, the specific area(s) (not to exceed two (2)) for improvement to be addressed in relationship to the Ohio Standards for the Teaching Profession;
- Specify, in writing, the desired level of performance that is expected to improve and the timeline for same;
- Develop and implement a written plan for improvement that includes resources and assistance available;
- Determine additional education or professional development needed to improve in the identified area(s); and
- Gather evidence of progress or lack of progress
- If the district approves coursework for the teacher on an improvement plan, the district will reimburse the cost of the class, or the coursework may be used for salary advancement, or professional development compensation.

- 3.8.1.3** Any member being placed on or continuing an improvement plan may submit a request to the Superintendent for a new evaluator.

3.8.2 Improvement Plan timeline:

- This plan shall serve as the goal setting process identified in Section 3.3.
- To the extent known by the administration, by January 15, the district will provide ETA with a list of teachers being considered for an improvement plan. Absent extenuating circumstances and to the extent known, by April 25th, the district will provide ETA with a list of teachers being placed on an improvement plan for the following school year.
- Any teacher being placed on an improvement plan shall be notified of such no later than May 1 of each year, absent extenuating circumstances.
- An improvement plan for the following year can be drafted after May 10th in anticipation for the next school year so that the teacher has the opportunity to take courses and/or plan during the summer months.
- If not completed in May of the previous year, improvement plans will be completed by the September 30th deadline for goal setting.
- In some situations, an improvement plan may be started during the school year. An example of this may be for a teacher that earns an ineffective rating as a result of their first observation.

3.8.3 Improvement plan meetings:

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

In May of the preceding year, the ETA President or OTES 2.0 Improvement Plan designee may request from the Superintendent a period of daily release time, or assignment time within the work day, to provide support for

individuals on improvement plans, to attend the monthly improvement plan meeting, and any other necessary meetings to support teacher performance.

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

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

3.9 Retention and Promotion Decisions/Removal of Poorly Performing Teachers

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

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

3.10 Removal of Poorly Performing Teachers

After completing an Improvement Plan, not to extend beyond three consecutive school years, a poorly performing teacher may be removed, upon recommendation of the Superintendent, either through non-renewal or termination.

3.11 General

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

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

3.11.3 Observations will not be conducted on two consecutive days or the day

preceding or following winter or spring break unless mutually agreed.

- 3.11.4** By September 30 each teacher will be notified of their evaluation status and options for the academic year. Teachers will be either on a professional growth plan or improvement plan, and for accomplished and skilled teachers with five or more years of District teaching or related service experience, their evaluation will be consistent with Article 3.5.4.
- 3.11.5** The parties agree that compliance with this evaluation procedure shall satisfy the provisions of O.R.C. 3319.111. The parties agree that a limited contract teacher may elect to file a grievance under this Agreement or pursue the remedies set forth in Ohio Revised Code Section 3319.11. However, said teacher may not pursue both statutory and grievance remedies, but must make an election.
- 3.11.6** The Evaluation Policy Consultation committee will promptly generate revisions as needed to these procedures and evaluation forms in the Appendix. To be effective, any revisions must be approved by ETA Executive Board and the Superintendent.
- 3.11.7** Performance Evaluation for Instructional Coaches, Itinerant Teachers, Psychologists, Therapists (Speech, OT's, PT's, and Nurses) shall be assessed based upon this Agreement (rubrics in Appendix J) and shall follow the applicable timelines required under this Article.
- 3.11.8** Guidance counselors shall be evaluated using a standards-based evaluation system pursuant to the Board-adopted evaluation policy for this purpose, as aligned with Ohio Revised Code and the "Ohio Standards for Counselors" (Appendix K) and shall follow the applicable timelines required under this Article.
- 3.11.9** Upon request, ETA will be provided with a list of OTES 2.0 credentialed evaluators as of the date of the request.
- 3.11.10** Teachers shall be provided job embedded time to discuss with colleagues the use of HQSD in their teaching and to reflect upon and document progress on her/his professional growth plan and area of focus.
- 3.11.11** Beginning with the 2021-2022 school year, the District shall provide ongoing training on OTES 2.0, which may include, for example, the components of the teacher evaluation procedure, the evaluation

standards for Ohio Educators, rubrics, tools, processes, methodology, and the use of High Quality Student Data (HQSD).

4. PERSONNEL FILES

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

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

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

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

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

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

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

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

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

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

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

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

- 4.10** The administration will notify the affected employee of a non-employee request to review the file by a citizen before the file is made available for review. Non-employee requests for file review shall be made on a specific form with a copy provided to the teacher. Such reviews are made by appointment pursuant to Board policy.
- 4.11** Only one personnel file will be maintained at the Board offices.
- 4.12** No negative or derogatory comments by an administrator shall be included in the file unless directly observed by the administrator or as a result of an official investigation.
- 4.13** Pre-employment information shall not be maintained in the file after initial employment, except for the initial employment application.
- 4.14** This Article 4 shall be construed to comply with Ohio law.
- 4.15** No parent or student written comments concerning the performance or behavior of a teacher shall be included in the file without prior investigation by a member of the administration.
- 4.16** All personal information shall be confidential. No personal addresses and phone numbers of teachers shall be given out by the Euclid City School District to any outside entities.

5. TRANSFER AND ASSIGNMENT

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

5.1 Vacancies

5.1.1 All teachers shall receive an individual e-mail of the openings. The openings will also be posted on the District website within five (5) calendar days after the decision to fill the opening. This will be the process for the entire school year as well as the summer for vacancy postings. Through the last teacher work day of a school year, vacancies shall be posted for a period of four (4) calendar days. When a vacancy arises after the last teacher work day of a school year, the posting period will be two (2) calendar days. The posting period of two (2) calendar days will continue until the first teacher workshop day. Beginning with the first teacher workshop day, the standard posting period shall revert to four (4) calendar days. Vacancies must be posted by 9 a.m. in order to count toward the posting period requirement. Administrative positions will also be posted as a matter of information although they do not fall within the terms of the Agreement. Where there were no applicants for an earlier posting in the same building in same area of licensure, a vacancy does not need to be reposted. As well, where there were no applicants for an earlier posting in the same building in the same grade level (in the K-5 area), a vacancy does not need to be reposted.

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

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

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

- a. A quantitative Rubric shall be created with meaningful input from ETA and completed by the applicant, within seven (7) calendar days. (Openings will not be posted during winter or spring break.)
- b. If more than one teacher has applied for the same position, and their qualifications are substantially equal, seniority in the school system shall control.
- c. If there is a tie, a Committee of two ETA reps appointed by the ETA President and two administrators shall convene a meeting with the applicant. The applicant shall complete a checklist for the committee to review to further assist the selection.

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

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

- 5.1.2** The Board must either post a known vacancy, with a copy to ETA, or give ETA written notice with reasons if the Board decides not to fill or delay filling a vacancy within ten (10) school days of the occurrence of the vacancy.
- 5.1.3** When a posted opening is filled by a currently assigned teacher, the administration may defer the actual transfer of the teacher until the beginning of the next semester.

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

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

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

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

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

Principals who initiate room changes for multiple teachers will determine those moves by May 1. In the event the administration determines a singular room change is necessary, and where the teacher is required to move between the last day of the school year and the first teacher workshop day, the impacted teacher(s) shall receive compensation at the District's summer curriculum rate not to exceed three (3) days.

5.1.6 Bid Day

Unless cancelled by mutual agreement of the ETA and District, each school year, a bid day will be conducted upon a mutually agreeable date. Positions available on bid day are those vacancies known to be available for the succeeding school year due to retirements or

resignations or the creation of new professional positions by the bid day date. The date of the bid day meeting will be established by agreement between the ETA President and the Superintendent's designee. The provisions of Article 5 in Section 5.2 shall govern the filling of posted positions. During the bid day process, the newly-created vacancy will be posted for bidding. Those teachers present in person or by proxy may bid for posted vacancies until all are filled. Vacancies arising after this meeting will be posted and filled in accordance with Sections 5.1 and 5.2. All teaching vacancies due to announced retirements will be posted ten (10) days prior to bid day and shall be available for review by the ETA.

5.2 Teacher Initiated Transfers

5.2.1 After holding a fulltime teaching position in the District for at least three (3) years, teachers may request a transfer at any time by giving written notice to the Superintendent or his/her designee within four (4) calendar days of the posted opening. However, when the vacancy occurs on or after the last teacher work day of a school year up to the first teacher workshop day of the following school year, the posting period will be two (2) calendar days.

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

For teachers who have completed their third year of fulltime teaching in the District, through completion of their ninth year of fulltime teaching in the District, the following shall apply to those requesting a transfer:

1. If such teacher requests to transfer to a position within his/her current building, the interested teacher will meet with an ETA building representative and the building principal to give the teacher an opportunity to formally express his/her interest in transferring, and to give the District the opportunity to provide its input on the transfer request.
2. If such teacher requests to transfer to a position within the same grade level or in the same subject matter, no meeting shall take place.
3. If such teacher requests to transfer to a position in another building and another grade level or subject matter, the interested

teacher will meet with the ETA President or designee and the Superintendent to give the teacher an opportunity to formally express his/her interest in transferring, and to give the District the opportunity to provide its input on the transfer request.

At the completion of a teacher's ninth year of fulltime teaching in the District, such meeting provisions in 1-3 above shall not apply.

For purposes of this Article 5.2.1, completion of a fulltime year of teaching requires 120 or more days of classroom instruction in that year (this excludes tutor and substitute service). Thus, so long as an individual is not on an improvement plan or notified in writing that he/she is going to be placed on an improvement plan, an individual who completes his/her third year of fulltime teaching could bid during a spring/summer cycle following his/her third year for the following school year's position.

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

- 5.2.2** If more than one teacher has applied for the same position, and qualifications are substantially equal, seniority in the school system shall control.
- 5.2.3** The Superintendent or his/her designee shall notify all teachers requesting transfers of the disposition of their request within ten (10) days after close of the posting with written reasons if denied.
- 5.2.4** Teachers may have pending requests for transfer to up to three (3) positions at any time.
- 5.2.5** If a posting that was posted for the start of the following year is closed out during the summer, the teacher who bid for and received it shall remain at his/her original assignment and any subsequent related bidding shall also be nullified.
- 5.2.6** After a posting closes, if any positions remain open and before new hires are considered, teachers holding a fulltime teaching position who have yet to complete three (3) years in the District may request consideration for the vacant position. The Superintendent will consider the request and has the discretion to approve or deny it.

5.3 Administrative Initiated Transfers

- 5.3.1** Notice of an involuntary transfer or reassignment shall be given to teachers as soon as possible. A list of these teachers, current positions, and new assignments, when made, shall be given to the ETA President.
- 5.3.2** Involuntary transfers shall be made according to seniority unless they conflict with the instructional requirements and best interest of the school, and only after volunteers have been sought.
- 5.3.3** An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent, or his designee, at which time the teacher will be given reasons for the transfer.
- 5.3.4** In all involuntary transfers, the person initiating the involuntary transfer request shall state such request in writing to the Superintendent with copies to the teacher or teachers involved in transfer request.
- 5.3.5** Teachers being involuntarily transferred or reassigned shall have the right to apply for any open positions prior to being reassigned. All such teachers will be given opportunity of released time for the purpose of visiting schools at which the open position exists.

5.3.6 Redistribution

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

- 5.3.7** When the administrative initiated transfer is due to declining enrollment or redistribution, the transferred teacher, including one who exercised

redistribution rights, shall have the right to be returned to his/her original building or assignment if an opening occurs for which he/she is certified between April 1 and the opening of the next school year. This provision shall also hold true for any teacher laid off and recalled before the opening of school.

5.4 Teacher Swap/Trade

Two teachers may swap/trade positions within a building without the position being posted in accordance with the procedures in this negotiated agreement. Prior to that swap/trade, a conversation shall first occur with the building administration, affected teachers and an ETA representative. Agreement must be reached with all parties.

5.5 Assignment to Open Position

If a position is open and not yet posted, or if a position has been posted and remains open, in accordance with the procedures in this negotiated agreement, a building administrator may move a teacher within the building into the open position for the subsequent school year after a meeting with an ETA representative and the teacher to present the rationale for the move. The teacher's vacated position shall be posted. No more than two (2) teachers in a building shall be subject to this procedure in a school year. The teacher must be notified of the transfer on or before the last day of the school year, unless the teacher and administrator agree to the move where notice is provided between the first day of summer break and July 11. The teacher assigned shall not be administratively moved again for at least three (3) school years. All tenured teachers have the right of refusal. A licensed/certified intervention specialist teaching general education shall not be involuntarily transferred into an intervention specialist position. The assignment of a teacher to an open position shall not cause another teacher's reduction in force nor shall it prevent displaced teachers from assuming a position to avoid being reduced in force.

5.6 Definitions

- 5.6.1** An opening is defined as a current or new teaching position that is or will become available on or before the beginning of the next semester.
- 5.6.2** Seniority for this and other articles unless specified shall be defined in Article 7.

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

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

5.8 Supplemental Postings

Vacant supplemental positions that will be filled shall be posted within ten (10) school days of the occurrence of the vacancy, with a copy to ETA. Teachers may apply in writing within seven (7) days of the posted opening. No supplemental vacancy will be permanently filled until at least seven (7) calendar days after the end of the posting period. The Superintendent or designee shall notify all teachers who applied for the posted vacancy(ies) regarding the disposition of their request within ten (10) days after the close of the posting. When a vacancy arises in a supplemental position, and before employment under a supplemental contract is offered to individuals who are not members of the Association bargaining unit, those teachers who have expressed an interest in that vacancy and who are qualified to perform the supplemental contract duties shall be offered the vacant position. Non-bargaining unit members or persons not employed by the District who are in a supplemental position shall not be removed from said supplemental positions provided they continue to be qualified and perform appropriately in such positions.

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

5.8.2 Annually a sub-committee composed of 3 teachers appointed by the ETA President and 3 administrators appointed by the Superintendent shall meet no later than May 15 of each year to review supplemental positions, consider whether positions should be eliminated, modified or

added, and the compensation for each position for the following school year. The subcommittee's recommendations shall be submitted to the ETA/Superintendent's Meeting for a final determination.

5.8.3 Where there is a performance concern for an ETA member holding a supplemental, the appropriate administrator will meet with the holder of that supplemental during the course of delivery of that supplemental (e.g., during the athletic season) to discuss the concerns and/or areas for improvement, and shall utilize the evaluation rubric for same. Should that administrator not recommend a re-hire for performance concerns, the administrator will meet with the holder of that supplemental within ten (10) school days of the supplemental contract's term (e.g., the end of an athletic season), and shall utilize the evaluation rubric for this second meeting. No ETA member shall be required to provide feedback for another ETA member for such evaluation. If the administrator discovers a serious concern or if the ETA member commits a serious offense that would typically result in removal, then the rubric procedure described herein will not prevent removal or a lack of recommendation for re-hire.

5.8.4 For the 2021-2022, 2022-2023, and 2023-2024 school years only, following Board approval, in the event a supplemental contract is canceled by the Superintendent/designee due to unforeseen circumstances, the supplemental contract holder shall be paid on a pro rata basis based on the percentage of work performed, as determined by the District and the ETA.

5.9 Grants

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

6. TEACHER CONTRACTS

6.1 Termination of Employment

Involuntary termination of employment, including the nonrenewal of a teacher employed under a limited contract, and the suspension/layoff of a tenured teacher shall be accomplished in accordance with the applicable provisions of the Ohio Revised Code and this Contract. Termination shall be in accordance with either O.R.C. 3319.16, or the grievance procedure herein.

6.2 Limited Contracts

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

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

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

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

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

6.3 Continuing Contracts

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

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

6.4 Employees Hired Under Temporary Teaching License

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

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

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

6.5 Reduction in Force

The Board will follow O.R.C. 3319.17 in any decision to suspend the contract of a teacher as part of a reduction in force.

- 6.5.1** Within each area of certification affected by the reduction in force, contracts shall be suspended pursuant to the recommendations of the Superintendent under the provisions of this Article. For unit

members who have comparable final summative evaluations, preference shall be given based on seniority. Comparable evaluations shall be defined by the teacher's final summative evaluation rating. Unit members shall be placed in one (1) of two (2) groups for the purpose of a reduction in force. These groups shall be called "Group One" and "Group Two." Unit members within each Group shall be deemed comparable, except that unit members under continuing contracts shall be given preference over all members under limited contracts within the same group.

Group One shall be comprised of unit members with a limited contract who have a final summative evaluation rating of "Ineffective," and unit members with a continuing contract, having completed one (1) year on an improvement plan and with a final summative evaluation rating of "Ineffective."

Group Two shall be comprised of all unit members who have a final summative evaluation rating of "Developing," "Skilled," or "Accomplished" and unit members on a continuing contract who are on the first year of an improvement plan after receiving a final summative evaluation rating of "Ineffective."

Any reduction in force shall begin with members in Group One, followed by Group Two.

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

The Board will follow the specific provisions of Section 6.2 in any decision to lay off a teacher on a limited contract as part of a reduction in force. (The failure of the Board and ETA to agree to a clarification of RIF procedures for all teachers and also the impact of the Contract and O.R.C. 3319.17 on limited contract teachers by June 17, 1992, February 1, 1993, or June 23, 1993, shall not be used as prejudice against the position of either party.)

6.5.3 Definition

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

return to duty of employee following a leave of absence.

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

6.5.4 Staff Reduction

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

6.5.5 Attrition

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

6.5.6 Reduction Other Than By Attrition

To the extent that reductions are not achieved through attrition, reductions will be achieved by layoff. Layoff shall mean that a teacher will be placed in an inactive state of employment from an active state of employment. Where layoffs of members of the bargaining unit occur, the process described in Article 6.5.1 and areas of certification shall be the exclusive criteria in determining such layoffs.

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

Counselors, instructional coaches, coordinators, itinerant teachers, psychologists, therapists (speech, OT, PT, and nurses) shall be reduced in accordance with Article 6.5.1.

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

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

6.5.7 Notification

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

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

6.5.8 Displacement/Retention Rights

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

6.5.9 Recall

- 6.5.9.1** Teachers holding continuing contracts who have been laid off shall be placed on a recall list and returned to active employment to fill vacancies for which they are certified/ licensed in reverse order of layoff for any position that becomes available for which they are or have become licensed before any permanent teacher

full-time, part-time, or substitute is hired. The most senior teacher holding continuing contract in the affected area of certification/licensure who has been laid off shall be recalled, provided she/he has evaluations which are comparable to any other teacher holding continuing contract in that area of licensure who also has been laid off.

The meaning of the term “comparable evaluations” shall be as set out in Section 6.5; under 6.5.1., 6.5.2, 6.5.3. and 6.5.4 above.

Teachers holding limited contracts who have been laid off shall be placed on a recall list and returned to active employment to fill vacancies for which they are certified/ licensed in reverse order of layoff for any position that becomes available for which they are or have become licensed before any permanent teacher full-time, part-time, or substitute is hired. The most senior teacher holding limited contract in the affected area of certification/licensure who has been laid off shall be recalled, provided all teachers holding continuing contracts in that area of licensure have been recalled and provided she/he has evaluations which are comparable to any other teacher holding limited contract in that area of licensure who also has been laid off.

The meaning of the term “comparable evaluations” shall be as set out in Section 6.5; under 6.5.1., 6.5.2., 6.5.3, and 6.5.4 above.

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

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

- 6.5.9.3** Certificated/licensed employees who are offered but who decline reemployment for a regular, full-time teaching position need not be offered reemployment again in openings which may occur after the certificated/licensed employee's declination of reemployment, provided that a teacher who cannot accept such a position because he/she is under contract in another school district, may be offered another vacancy after expiration of his or her contract if he/she still otherwise qualifies under this procedure. The rights herein granted to a teacher shall be forfeited by the teacher should he (1) waive his or her recall rights in writing, (2) resign, (3) fail to accept recall as provided for herein, or (4) fail to report to work in a position that he or she has accepted within five (5) school days after receipt of the notice of recall, unless such recalled teacher is prohibited from doing so because of physical illness or injuries. Acceptance or rejection of a position other than a regular full-time teaching position shall not of itself constitute a waiver of these recall rights.
- 6.5.9.4** A teacher on the Reduction in Force list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same accumulation of sick leave and salary schedule placement as said teacher enjoyed at the time of layoff.
- 6.5.9.5** A bargaining unit member's name shall remain on the recall list for three (3) school years (September – August) following the effective date of his/her layoff, unless removed earlier for reasons set forth in this article.
- 6.5.9.6** A teacher who receives a layoff notice in May or later or who has completed one hundred twenty (120) days of service during that school year shall retain his/her paid fringe benefit through August. Subsequently a member of the bargaining unit shall be eligible to retain group hospitalization insurance while on the Reduction in Force list by paying the monthly insurance premiums in accordance with the following procedure: (1) the ETA will be solely responsible for collecting the required money from individual members of the bargaining unit; (2) the ETA will forward a check in the aggregate amount due for a given month, together with a list naming the persons affected, to the Treasurer not later than the 10th of the month immediately prior to the month for which insurance coverage is being retained; (3) if the check from the ETA is not received in the Treasurer's office by the 10th of the

month deadline set forth above, the member of the bargaining unit will be dropped from the Euclid insurance rolls.

6.6 Ohio Criminal Background Check

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

7. SENIORITY

7.1 Seniority Lists

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

7.2 Seniority Definition

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

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

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

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

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

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

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

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

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

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

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

7.3 Availability of Lists

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

8. Compensation

8.1 Salary Schedule

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

The District may but is not required to implement a merit-based stipend(s) tied to student achievement and/or other district improvement goals. The same criteria will be applied District-wide. Prior to implementation of any merit-based stipend(s), the District shall seek input from the ETA.

8.1.1 Salary Schedule Base

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

8.1.1.1 Effective the first day of the 2021-2022 school year the base salary shall be increased 6.2% over the previous 2020-2021 school year base salary. A full experience step shall be implemented the first payroll period of the 2021-2022 school year. Salary schedule placement changes for additional education (horizontal) shall be honored.

8.1.1.2 Effective the first day of the 2022-2023 school year the base salary shall be increased 2.25% over the previous 2021-2022 school year base salary. A full experience step shall be implemented the first payroll period of the 2022-2023 school year. Salary schedule placement changes for additional education (horizontal) shall be honored.

Teachers who took two step freezes while employed by the Euclid Board of Education shall receive one additional experience step implemented the first payroll period of the 2022-2023 school year.

8.1.1.3 Effective the first day of the 2023-2024 school year the base salary shall be increased 2.5% over the previous 2022-2023 school year base salary. A full experience step

shall be implemented the first payroll period of the 2023-2024 school year. Salary schedule placement changes for additional education (horizontal) shall be honored.

8.1.2 Longevity

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

8.2 Salary Schedule Applications

8.2.1 Experience

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

8.2.2 Training Regulations

8.2.2.1 Placement on Schedule

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

C	90 semester hours
C ¹	102 semester hours
C ²	114 semester hours
B	Baccalaureate degree awarded
B ¹	12 semester hours toward Master's degree
B ²	24 semester hours toward Master's degree or 150 total semester hours (S.B. 350)
A	Master's degree awarded
A ¹	12 semester hours beyond Master's degree*
A ²	24 semester hours beyond Master's degree*
A ³	36 semester hours beyond Master's degree*
A ⁴	48 semester hours beyond Master's degree*
A ⁵	60 semester hours beyond Master's degree*

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

8.2.2.2 Approval of Courses

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

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

8.2.3 STRS Pickup (Salary Reduction Method)

In accordance with Internal Revenue Code ("IRC") Section 414(h)(2), the Board shall pick up all of the required member contributions of all employees to the State Teachers Retirement System ("STRS") and School Employees Retirement System ("SERS"). The pick-up shall be a "salary reduction" pick-up of the entire amount of the member contribution which the employee is required to contribute to STRS or SERS, based upon the salary and all other "compensation" of the employee under Ohio Revised Code ("ORC") Section 3307.01 or 3309.01. Accordingly, the compensation of an employee covered by the salary reduction pick up shall be deemed to be reduced by the amount of the pick-up; and the Treasurer is hereby authorized to pay an equal amount the amount of the salary reduction pick-up directly to STRS or SERS as a member contribution of the employee. No employee shall have the option of receiving cash or other taxable benefits or amounts in lieu of having a pick-up in effect for all of the employee's required member contributions to STRS or SERS. The Board's total combined expenditures for total annual salaries of all members of the bargaining unit (including "pickup" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision of this Agreement not been in effect.

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

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

8.3 Professional Development Training Compensation

Teachers shall have the opportunity to attend professional development training in return for compensation. For each five (5) hours attended up to a maximum of twenty-five (25) hours per year, the teacher shall be paid at the rate set out in 2.1.3, i.e., .0050 of the BA base salary. Teachers who qualify for such compensation shall be paid with the final check in June. The EPDC will review the Request for Professional Development Training form at the request of the Superintendent's designee or the ETA President (see Appendix F).

8.4 In-Service Credit

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

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

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

8.5 Extra Duty Assignments

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

8.5.2 Seasonal extra-duty assignment shall be paid in one lump sum no later than the dates listed below:

Fall Sports – November 15th

Winter Sports – March 15th

Spring Sports – June 15th

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

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

8.5.2.1.2 List of students to receive awards.

8.5.2.1.3 Preparation of budget for following year.

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

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

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

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

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

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

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

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

8.6 Satisfactory Work Required

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

8.7 Filing of Credits

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

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

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

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

8.7.5 In-service credits shall expire within one year from the date of completion.

8.8 Salary Payments and Deductions

8.8.1 Teachers' annual salary shall be paid in twenty-four (24) pays. Pay will be issued twice a month, on the 15th and the last banking day of the month. If the pay date of the 15th or the last banking day of the month lands on a Saturday, Sunday or holiday, the pay will be issued on the weekday prior to the Saturday, Sunday, or holiday, except for the second pay of June pay which will be issued the first business day of July. Paystubs will not be mailed and shall be available to the member online. When school is not in session paystubs will be made available on request.

8.8.2 Daily Rate

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

8.8.3 Deductions

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

Except for deductions attributable to legal or contractual obligations, other deductions may only be made with the consent of the employee. These include 403(b) and 457 plans, the Section 125 flexible benefit plan, ETA dues, Eaton Family Credit Union, STRS Purchase, STRS Deferred Purchase, United Way, Community Shares, Political Deduction, and U.S. Savings bonds.

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

8.8.4 Payroll deduction for ETA/OEA/NEA dues and assessment shall be made biweekly on the first and second pay of the month commencing on November 1 through July 31 (18 pays)—depending on when the member

enrolled and shall automatically continue each year thereafter unless notified by ETA or the employee leaves the district. Employees paid over a ten-month period shall have sixteen (16) pay deductions.

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

8.9 Medical Benefits

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

8.9.1.1 Effective March 1, 2022, employees will pay eleven percent (11%) of the single and family (as applicable) premium cost for major medical and hospitalization and prescription coverage.

Effective January 1, 2023, employees will pay eleven and a half percent (11.5%) of the single and family (as applicable) premium cost for major medical and hospitalization and prescription coverage.

Effective January 1, 2024, employees will pay twelve percent (12%) of the single and family (as applicable) premium cost for major medical and hospitalization and prescription coverage.

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

Plan Design: The plan includes the following:

Benefits	Network Facility	Non-Network Facility
Dependent Age Limit	Dependent age: 26; Older aged child: 28	
Benefit Period Deductible	\$200 Single/\$400 Family	\$400 Single/\$800 Family
Coinsurance Maximum (excludes deductible)	\$600 Single / \$1,200 Family	\$1,200 Single / \$2,400 Family
Out-of-Pocket Maximum (includes deductible)	\$800 Single / \$1,600 Family	\$1,600 Single / \$3,200 Family

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

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

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

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

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

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

8.9.1.3 Major Dental Program

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

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

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

8.9.1.5 Prescription Drug

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

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

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

Non-Panel Contacts:

Necessary	\$200.00
Cosmetic	\$100.00

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

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

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

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

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

- 8.9.4** Any employee who is covered by his/her spouse's family medical coverage may annually waive his/her coverage in Section 8.9 in writing and receive .01278 per year cash "waiver bonus" at the end of the school year. (This option includes two Euclid employee families.) The waiver must clearly explain the procedure for enrollment if spouse's coverage is lost during the year. This waiver shall occur at the time of initial employment and annually thereafter.
- 8.9.5** A member of the bargaining unit and his/her "qualified beneficiaries" shall be eligible to retain group hospitalization for eighteen (18) or thirty-six (36) months according to the procedures outlined by COBRA by paying the monthly insurance premiums to the Treasurer's office.

8.10 Severance Pay

Members of the bargaining unit actively employed on a permanent or part-time basis by the Board who elect to retire and have been accepted for retirement by The State Teachers Retirement System of Ohio and the School Employees Retirement System shall be paid a lump sum equal to one-fourth (1/4) of the value of the accrued, but unused sick leave credit to a maximum of sixty (60) days reverting to forty (40) days in any year in which a retirement incentive is offered; and 1/10 of the value of the accrued, but unused sick leave credit for any remaining days from 241 days up to 400 days for teachers who provide written notice of retirement by March 1 of their retirement year and the teacher continues to work through the last teacher work day. If the teacher does not work through the last teacher work day, the teacher shall not receive the 1/10 value. The Superintendent may waive the March 1 notice date. Should the District elect to offer a retirement incentive, members may choose to be a part of the incentive or retire at the regular severance amount. Any retirement incentive payment, if offered, would be paid into a tax-sheltered annuity or some other financial product that is mutually agreed upon the Board and ETA.

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

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

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

Any teacher electing to retire on or after the last teacher work day of a school year shall retain medical benefits through the end of August. Medical benefits shall terminate the last day of the last month worked for any teacher electing to retire before the last teacher work day of a school year. When calamity days extend the teacher workdays into June and a teacher previously elected to retire effective the last teacher workday of the original district school year now elects to maintain the original retirement date, that teacher shall retain

medical benefits through the end of August.

8.11 Early Retirement Notification Payment

This section is in effect each year of the contract.

8.11.1 The Board will pay to eligible and participating bargaining unit members, an early retirement notification payment in the amount of .01 ratio of the base, to be paid to such members in the final payroll of the school year.

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

- a. Must be under contract and a member of the bargaining unit, as defined in Article 1 of the Collective Bargaining Agreement between the Board and the Association, at the time of notification;
- b. In the school year the notification is provided, the member must work the entire school year (i.e., complete the full school year in active pay status);
- c. Must be eligible to retire and receive payments from STRS effective no later than August 1 under STRS requirements (e.g., 30 years of service, or age 55 with at least 25 years of service, or age 60 with at least 5 years of service);
- d. Must provide the Board with a signed and written irrevocable letter of resignation, for purposes of retirement, with the retirement effective no sooner than the last work day of that school year and no later than the first workshop day of the next school year.
- e. Such irrevocable letter of resignation must be received by the Superintendent's office no later than 4:00 p.m. on February 1.

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

- a. Terminated, non-renewed, or resigned;
- b. Failure to meet deadlines as listed in this Agreement; or
- c. Currently retired and/or receiving retirement benefits from STRS.

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

8.12 Term Life Insurance

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

8.13 Mileage

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

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

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

8.14 Summer School Staff

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

8.15 Extended Time Contracts

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

Extended Time Contracts

Position		# of Days
M.S. counselors		6
H.S. counselors		10
Culinary		5
OT/PT/Speech		3
Psychologists		10
M.S. Spec. Ed. Dept. Chair		2
H.S. Spec. Ed. Dept. Chair		4
Spec Ed Voc. Coordinator		2
Career Tech Counselor		10
ROTC		5
Panther Academy		2

Extended time contracts are awarded to those holding the above positions.

9. ABSENCES AND LEAVES

9.1 Leaves of Absence – General Provision

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

- 9.1.1** A leave of absence is defined as a period of absence from duty by an employee for whom a written request is submitted and approval is given by the Superintendent and the Board except as otherwise provided. However, no leave of absence shall be granted for employment in another occupation or business, except for teaching in a foreign country.
- 9.1.2** Subject to the provision below, a teacher upon return to service at the expiration of an approved leave of absence, shall resume the same position held before the leave or if not available, to an assignment in the same area of certification taught prior to the leave, or if not available to a position for which the teacher is certified. Seniority shall control unless the teacher's return to the same position or to a position in the same area of certification taught prior to the leave would result in the layoff of another teacher. In that event, if there is a vacancy in another area of certification held by the returning teacher, the returning teacher shall be assigned to fill that vacancy. Upon return, the teacher shall resume the same contract status held prior to such leave. With the exception of sabbatical leave granted under Section 9.3 of this article, no credit shall be allowed on the salary schedule for any unpaid leave of absence.
- 9.1.3** The Superintendent is authorized to set a date upon which a teacher on leave of absence must indicate his intention to return to duty. If the teacher fails to comply with the Superintendent's request by the designated date, or by April 1 if no date has been designated, the leave of absence shall become a resignation. A one-year extension of the original leave of absence may be granted upon the recommendation of the Superintendent and the approval of the Board of Education. Leave of absence termination shall coincide with the school year. The Superintendent may take exceptions to the before-mentioned policy.
- 9.1.4** Individuals on any approved leave may continue their hospitalization and other group benefits for the duration of said leave providing they reimburse the Board for premium costs. Failure to forward premium at stipulated times will terminate this benefit.

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

9.1.6 A teacher on an unpaid leave of absence beginning anytime during the 4th quarter of the school year and continuing to the end of the school year may request to receive his or her prorated annual salary throughout the summer months or receive a lump sum payment.

9.1.7 Dues Collection

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

9.1.8 Family and Medical Leave

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

- 9.1.8.2** For purposes of calculating the amount of leave available to a member, a rolling twelve (12) month period, measured backward from the date leave is taken, shall be used.
- 9.1.8.3** If leave is foreseeable, the member shall give the Board thirty (30) days' notice of the need to take the leave. The member should make reasonable efforts to schedule medical treatments so as not to unduly disrupt the Board's operations. If advanced notice is impossible, the member shall give the Board as much notice as is practicable.
- 9.1.8.4** Members may substitute any accrued paid leave under Sections 9.4.1 or 9.8 or unpaid leave under Section 9.2 or Section 9.4.2 of this Agreement for family and medical leave. Substituted paid and unpaid leave will count toward the member's twelve (12) week allotment of family and medical leave.
- 9.1.8.5** If medically necessary, a member may use his/her family and medical leave on an intermittent basis, by taking leaves of absence of less than a day or working a reduced work week. A member may request a temporary transfer to a position with equivalent pay and benefits if the new position better accommodates the member's leave schedule. Only the actual time which a member misses due to family or medical leave will be applied to the twelve (12) week limit.
- 9.1.8.6** While on family and medical leave, the Board will continue to maintain the member on the Board's health insurance plan and continue to pay its share of the member's health insurance premiums. Where unpaid leave that does not normally provide paid health insurance benefits is substituted for family and medical leave, the Board will pay the health insurance premiums during such leave so long as the total period during which such premiums are paid does not exceed twelve (12) weeks within the applicable (12) month period.
- 9.1.8.7** When a member returns from family and medical leave, the member shall be restored to employment in accordance with Section 9.1.2 of this Article.
- 9.1.8.8** Members requesting family and medical leave shall present a written certification of the need to take family and medical leave within fifteen (15) days of requesting such leave. The Board may, at its expense,

require the member to obtain a second opinion by a physician designated by the Board. If the two opinions differ, then the Board can require a third opinion, at its expense, from a health care provider mutually agreed upon by the Board and the member. The third opinion shall be final and binding.

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

9.2 Child Rearing Leave

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

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

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

9.2.4 Any bargaining unit member who adopts a child ages 2 and under shall be entitled to three (3) weeks of paid sick leave. For an adopted child over

2 years of age, there is no allowable use of sick leave. Refer to FMLA or child-rearing leaves for procedures for additional unpaid absences.

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

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

9.3 Sabbatical Leave

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

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

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

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

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

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

9.3.5 Upon careful study and with the advice of the administrators involved, the Superintendent will submit at the May meeting to the Board of Education

a positive resolution relating to individual requests for sabbatical leave. The requests must be accompanied by the necessary guarantee.

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

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

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

9.4 Disability or Illness Leave

9.4.1 Sick Leave

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

9.4.1.2 Each member of the bargaining unit shall be entitled to an advancement of five (5) days of sick leave at the beginning of each school year to be charged against sick leave the employee earns, as it is earned, provided, however, that sick leave days advanced must be repaid in the same year.

9.4.1.3 Employees advanced five (5) days sick leave at the beginning of the school year who, because of extended illness or otherwise, cannot repay the sick leave in the same school year with earned sick leave, will have the used but unearned sick leave days deducted from their salary.

9.4.1.4 If a medical need should arise during the year and all fifteen (15) days have not yet been earned, upon consultation with Human Resources Manager, up to ten (10) unearned days in addition to the five (5) in Article 9.4.1.2 above may be advanced for use. Factors involved in the decision-making include, but are not limited to, the employee's ability to provide assurance that he/she will be returning to active status to "earn" the advanced days; whether advancing the days will help avoid a "payoff" situation; potential need for time upon employee's return to active status; history of overuse of leave time;

and any other relevant factors to the employee's unique situation. In the event employees advanced days under this Article 9.4.1.4. cannot repay the sick leave in the same school year with earned sick leave, employees will have the used but unearned sick leave days deducted from their salary. The total number of days advanced and earned shall not exceed fifteen (15) in the same school year.

A member who has been denied the advance of additional sick days as outlined above who has accumulated sick leave by the end of the school year shall have the option to (1) be reimbursed for their docked time with a corresponding number of sick leave days deducted from their bank, or (2) to retain the accumulated sick leave in their bank. The human resources department will notify an employee on leave of these two options at the start of his/her leave. The member must notify the human resources department by May 15 if he/she selects option 1 above; without notice option 2 above shall apply.

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

9.4.1.4.1 Personal illness.

9.4.1.4.2 Disability resulting from pregnancy.

9.4.1.4.3 Injury.

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

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

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

bereavement.

9.4.1.5 Sick Leave Donations

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

9.4.2 Medical Leave of Absence

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

9.4.2.2 Such a leave will begin on the date that the accumulated sick leave reaches the zero point and the teacher has no earnings due and will be for not less than the balance of the current school year or current school semester whichever is shorter and for a maximum period of not more than two (2) consecutive school years in addition to the remainder of the semester during which it commences. For teachers who are accepted and receive disability retirement benefits from the STRS, the period of medical leave of absence shall be for up to five (5) years. A teacher who is accepted and receives STRS disability retirement payments shall be included in the STRS health insurance system and shall not be eligible for health care benefits beyond those set forth in Section 9.4.2.3 below.

9.4.2.3 While a teacher is on Medical Leave of Absence, but has not been accepted for STRS disability, the Board will pay its share of the total fringe benefit package for the following periods: employees with zero (0) to three (3) years in-district experience – three (3) months; those with over three (3) but not over five (5) years' experience – six (6) months; those with five (5) to ten (10) years – one (1) year; over ten (10) years – twelve months during any consecutive 24-month period of Medical Leave of Absence. However, up to an additional twelve (12) months shall be granted to any person who can provide

verification of pending application or appeal to STRS disability that has not yet been determined. If STRS is ultimately denied, the Board shall no longer pay its share of the total fringe benefit package at the end of the month in which the STRS is denied. If STRS is ultimately denied and the teacher desires to return to work, he/she may do so in accordance with Article 9.4.2.4. If he/she can return to work his/her benefits shall continue until reinstatement at the school year or semester start, but shall not exceed 24 months during any consecutive 24-month period of Medical Leave of Absence.

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

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

9.5 Cumulative Sick Leave

9.5.1 Members of the bargaining unit shall accumulate sick leave as set forth in Section 9.4.1.1 above to a maximum of four hundred (400) days.

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

9.6 Personal Leave

All certified personnel shall be granted up to three (3) days of paid personal leave each contract year. Unused personal leave days are rolled over into sick

leave accumulation. Personal leave available for any teacher employed less than a full year will be pro-rated.

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

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

- 9.6.1** Routine doctor or dental appointments are to be charged to personal leave.
- 9.6.2** Emergency doctor appointments when an employee becomes ill at work or doctor appointments when an employee is off sick are to be charged to sick leave.
- 9.6.3** Applications for paid personal leave shall, except in emergencies, be made through the teacher's building principal or his designee to the appropriate Assistant Superintendent or his designee at least one (1) day prior to the date of the intended leave. Emergency is defined as an urgent matter which requires an absence from work.
- 9.6.4** Proper submission of said form consistent with this section shall constitute approval.

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

9.7 Special Leave

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

9.8 Assault Leave

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

- 9.8.1** The teacher who has been assaulted must furnish a written, signed statement on forms provided by the Board of Education to justify the use of assault leave.
- 9.8.2** If medical attention is required, a certificate stating the nature of the disability and its duration from a licensed physician shall be required before assault leave can be approved for payment.
- 9.8.3** Falsification of either a written, signed statement or a physician's certificate shall be grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.
- 9.8.4** Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Revised

Code or leave granted under regulations adopted by the Board pursuant to Section 3319.08 of the Revised Code.

9.9 Jury Duty/Court Leave

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

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

9.10 Bereavement Leave

In the event of the death of an immediate family member (as defined in Article 9.4.1.4.5), a total of up to five (5) paid sick days may be used for each occurrence. Additional paid sick days may be granted if the bargaining unit member provides a certificate from a licensed physician stating the nature of the bargaining unit member's medical need related to the immediate family member's death, and the duration of the leave.

9.11 Other Leaves

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

10. SUBSTITUTE TEACHERS

- 10.1** Unless a substitute is not available or not feasible due to the shortness of the absence, the Board will provide substitutes for all teachers.
- 10.2** The request of a teacher for a specific substitute shall be granted provided that substitute is available for the assignment and the principal approves the substitute.
- 10.3** Teachers may submit a report of substitutes, excluding building substitutes, on the official substitute report forms. This shall be done through the building principal and, of course, shall be available to the substitute upon request through the Assistant Superintendent.
- 10.4** In the event of an emergency where regular substitutes are not available, requests of regular staff members for such substitution shall be equally distributed among all the teachers within a building staff available at any time of the day.
- 10.5** A list of substitutes will be given to the President following the Board meeting of substitutes who were hired.

10.6 Building Substitutes

Building substitutes shall be employed on annual basis (including open house and evening conferences) under the following conditions:

- 10.6.1** Building substitutes shall be assigned to a designated school on a daily basis, which may be changed in the event of an emergency.
- 10.6.2** Building substitutes who work less than five (5) days per week shall be paid a ratio of .00302 based on the Teachers Salary Schedule BA Base per day. Building substitutes who work five (5) days per week shall have the option of being paid per day and receive no medical benefits at a ratio of .00302 based on the Teachers Salary Schedule BA Base, or be paid per day with single coverage hospitalization and major medical benefits, single coverage dental benefits, single coverage vision benefits, and single coverage prescription drug benefits at a ratio of .00245 based on the Teachers Salary Schedule BA Base. The election must be made annually in September or in the first month of employment. Building substitutes who elect medical coverages will continue to receive benefits over the summer months.

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

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

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

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

10.6.5 Employment of building substitutes shall be considered automatically non-renewed at the conclusion of each school year without the necessity of further action by the Board or delivery of notice of non-renewal.

- 10.6.6** Building substitutes shall not be deemed eligible for nor entitled to receive continuing contracts under Revised Code Section 3319.11.
- 10.6.7** Building substitutes may apply for other vacancies which arise in the bargaining unit and, if properly certified, will be given due consideration for the vacancy. If properly certified, a building substitute shall receive an interview if he/she applies for a vacancy in a building where he/she has never previously interviewed with that building's principal for a bargaining unit position. If a building substitute is employed in a regular unit position by the Board, his/her time in the capacity of a building substitute shall count as seniority for all other purposes under this Agreement as defined by Article 7 and including proper salary schedule placement.
- 10.6.8** It is expressly understood and agreed that building substitutes who replace a teacher on a long-term leave of absence (over sixteen [16] consecutive school days in a single teaching assignment) shall be placed on the first step of the Bachelor's schedule. Those building substitutes who have already chosen the option for medical benefits shall continue to maintain such coverage during the long-term placement. Those building substitutes who did not choose the benefits option must meet the ORC requirement of sixty (60) consecutive school days in a single teaching assignment in order to be eligible for single medical benefits.
- 10.6.9** Building substitutes' salaries shall be paid in twenty-four (24) pays issued twice a month on the 1st and the 15th.

11. PROFESSIONAL DEVELOPMENT

11.1 Professional Growth

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

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

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

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

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

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

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

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

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

accompanied by a budget estimate to support such in-service programs.

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

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

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

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

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

11.2 Curriculum Committees

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

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

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

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

.0033 of the base rate per diem will apply. Payment will be made upon approval of the completed product.

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

11.3 Local Professional Development Committee

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

- 11.3.1** The LPDC shall be composed of five (5) teacher members selected by the Association in accordance with its rules and procedures. The LPDC terms of office shall be three (3) years in length. The Committee also shall include four (4) administrators appointed by the Superintendent. All members shall be eligible for reappointment at the completion of their initial term of service. Vacancies arising in committee memberships shall be filled by the entity or individual responsible for the appointment, e.g., a vacancy arising among the teacher members shall be filled by the Association in accordance with its procedures.
- 11.3.2** The chairperson of the LPDC shall be elected by a simple majority of LPDC members.
- 11.3.3** The day-to-day operations of the LPDC shall be governed by standards and bylaws developed by the Committee, which standards and bylaws shall not be effective unless approved by the Association and the Board of Education.
 - 11.3.3.1** Decisions by Consensus – The committee shall determine its own quorum. However, there must be a majority of teachers present when considering teachers.
- 11.3.4** Committee members shall be released from their responsibilities up to two (2) days per school year for the performance of some portions of Committee responsibilities.

- 11.3.5** The committee chair will receive a stipend at the rate of .0875 of the current salary B.A. base, and the individual committee members shall receive a stipend at the rate of .0725 of the current salary B.A. base. Payment will be made in the first pay in December, and the second payment will be made in the first pay in June.
- 11.3.6** In the event the Committee does not approve an individual professional development plan, the certificated/licensed employee may appeal such denial in writing to the LPDC chairperson within twenty (20) calendar days of such denial. Similarly, should the Committee refuse to approve a request for CEU credit, the affected employee(s) may appeal said denial in writing to the LPDC chairperson within twenty (20) calendar days of such denial. If the Committee within ten (10) calendar days of the chair's receipt of the appeal does not reverse its decision, the affected employee(s) may initiate, in writing and directed to the LPDC chairperson, a binding decision on the appeal. That decision will be rendered by a three-person panel, with one member chosen by the affected employee(s), one person chosen by the Superintendent, and a third person chosen by the President of the Association. All panel members must hold a current Ohio Department of Education certificate or license.
- 11.3.7** The composition of the LPDC (teacher-administrator) shall be changed to reflect legislation enacted after May 19, 1998. [Whenever an administrator's course work plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the Committee to consist of administrative members by reducing the number of teacher members voting on the plan.]
- 11.3.8** Secretarial support and record-keeping shall be provided by the administration.

11.4 RESIDENT EDUCATOR PROGRAM

11.4.1 Philosophy

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

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

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

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

11.4.2 Mentor

11.4.2.1 Criteria

ALL CRITERIA MUST MEET ODE'S REQUIREMENTS FOR MENTORS.

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

11.4.3 Appointment of Mentors

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

11.4.3.2 The Program Coordinator will consult with the ETA president and/or designee and will create an appropriate match of mentor and Resident Educator. If no qualified mentor is available from the building list, a trained mentor shall be recruited by the Program Coordinator who shall consult with the ETA President and/or designee.

11.4.4 Resident Educator

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

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

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

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

11.4.4.4 Work 120 days as defined by Ohio Revised Code.

11.4.4.5 Per district guidelines, the Resident Educator must:

(1) Work cooperatively with mentor teacher.

(2) For year one (1) Resident Educators upon successful completion shall receive twenty (20) professional

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

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

11.4.5 Program Coordinator

- 11.4.5.1** The Program Coordinator will be appointed by the Superintendent and employed by the Euclid Board of Education.
- 11.4.5.2** At the conclusion of the school year, the Program Coordinator shall meet with the Resident Educators to seek input. The Program Coordinator shall also meet with the Mentors in a separate meeting to seek input. The program coordinator will make adjustments to the program as needed to comply with ODE requirements.
- 11.4.5.3** The Program Coordinator shall compile a current list of Mentors and Resident Educators Years 1-4 and forward to the Program Coordinator, ETA President, Superintendent, and Assistant Superintendent as soon as the assignments are completed. This list shall be updated as necessary throughout the school year.
- 11.4.5.4.** Meet with Mentor and/or Resident Educators to resolve any conflict. If necessary, reassign a new Mentor. Compensation would be prorated for past and new mentors.
- 11.4.5.5** Schedule all Resident Educator meetings and send notice of each meeting to all affected members.
- 11.4.5.61** Keep up to date with ODE requirements.

11.4.6 Release Time

11.4.6.1 Mentors will be permitted release time through the regular assignment approval process.

Resident Educator Program

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
MENTOR	.045	.045	.040*	.040*

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

11.4.6.2 Resident Educators shall be permitted release time through the regular assignment approval process noting “resident educator activities” in the request.

	Year 1& 2	Year 3	Year 4
RESIDENT EDUCTOR	2 days	3 days	1 day for Resident Educators still needing to complete one or more portions of RESA

Assignment time must be used for completion of activities related to the Resident Educator program and may be taken with a mentor for collaboration purposes.

Assignment time may be taken in one-half (1/2) day increments.

12. STUDENTS

12.1 Class Size

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

12.1.1 Secondary

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

No class shall have more students scheduled than seats available or equipment needed (e.g., computers).

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

12.1.2 Elementary

In the elementary schools, (kindergarten), regular classes shall have a class size of twenty-three (23) students per class. For grades 1 through 5 shall have regular class size of twenty-four (24) students per class.

Should 6th grade be housed in an elementary building that class will follow the class size provisions for that building.

12.1.3 "Added Responsibility" Pay

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

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

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

12.1.3.3 The principal will verify school records and submit the

appropriate request for payment to the Central Office.

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

12.1.4 Students with Disabilities

In accordance with HIPPA and FERPA, each teacher will be notified of every student with an IEP, 504 plan, or any type of written plan to address a special need. Before the child's placement in the teacher's class, each teacher will be provided with a copy of the IEP, 504 plan, or any type of written plan specific to the child's special needs; but nothing herein shall prevent the District from providing FAPE to a student in accordance with state and federal law. At the elementary level, the building principal shall be responsible for providing the teacher with a copy of the plan. At the secondary level, providing the teacher with a copy of the 504 plan or any other necessary information shall be the responsibility of the appropriate guidance counselor. Special Education Department Chairs will be responsible for distributing IEPs to the appropriate Case Managers who will then provide copies to the appropriate teachers.

- 12.1.5** At the secondary level (6-12) reasonable efforts shall be made to consult with regular education teachers where the placement of students on IEP's (speech only excluded) will exceed five (5) students in all required subjects.
- 12.1.6** Mandatory regular education teacher attendance at IEP meetings shall be rotated where allowable by law or regulation, and coverage for that period shall be provided. Blue cards will be given to any teacher who is giving up a preparation period to attend a special education meeting.
- 12.1.7** For the 2021-2022 school year, written procedures and roles for the IAT process at the ELV, elementary, middle, and secondary levels will be shared with all educators during a building staff meeting before the end of first quarter.
- 12.1.8** Intervention Assistance Team meetings may occur before, during or after school and are scheduled to accommodate parents, teachers and related personnel schedules and commitments. Teachers shall

rotate their attendance at such meetings. Coverage shall be provided for any teacher required to attend meetings scheduled and conducted during the student day. Consistent with meeting the schedules of parents/guardians, every reasonable effort will be made to schedule IAT/IEP meetings within thirty (30) minutes of the start or end of the teacher's regularly scheduled workday. Any meetings or other mandatory meetings that continue beyond or are scheduled to begin after thirty (30) minutes at the end of the school day will be compensated at the yellow card rate.

- 12.1.9** Prior to the start of each school year, the Middle School Special Education Department Chair shall receive two (2) days and the High School Special Education Department Chair shall receive four (4) days at the per diem compensation to review the schedule of the special education students in her/his building. The recommended changes to the student's schedule shall be given to the Guidance Counselor(s) principally responsible for special education students and to the appropriate administrator(s).
- 12.1.10** At the secondary level (6-12) all students on IEP's (excluding speech only) initially shall be scheduled by computer in all required courses. Prior to the beginning of each school year, the Special Education Department Head and the Guidance Counselor focusing on Special Education students at the middle schools and at the high school shall review the distribution of special education students among regular classrooms. With building administration, these persons may hand schedule these students in different regular education classrooms, taking into account student needs and class loads.
- 12.1.11** At the secondary level (6-12) intervention specialist schedules will be determined in accordance with student IEP needs and those schedules shall be reviewed by the special education department chair for input and accuracy. Consistent with building needs, the administration will make a good faith attempt not to schedule special education teachers for duty assignments like study hall supervision. Where a duty assignment is not made, the special education teacher will use that time for another class assignment, teaching, providing resource room assistance to students, i.e., academic assistance co-teaching, and in room consultation with regular education colleagues.
- 12.1.12** Pre-K-12 bargaining unit members responsible for IEP preparation, save speech pathologists and occupational therapists, of children

with disabilities will be scheduled for two (2) assignment days (with substitute coverage provided) for IEP conferences. All teachers with educational responsibility for the student will be invited to attend the IEP conference and their views and opinions will be solicited. The conference will be scheduled so that those with major responsibility for the student can attend.

12.2 Special Education Teachers

- 12.2.1** A total of three assignment days will be available to special education teachers for the purpose of completing necessary case-load responsibilities.

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

When a new IEP is rejected by the intervention team, when extenuating circumstances warrant (e.g., extended absence of intervention specialist, resignation of an intervention specialist, health emergencies), or when an intervention specialist has a caseload of 17 or more, teachers may request additional assignment time. Administrators reviewing the request will consider timelines and caseload demands.

- 12.2.2** Subject to the availability of VI(b) funding, there shall be three (3) days of summer professional development. Two (2) of these professional development days shall be mandatory for all special education teachers/related service personnel. Such days shall immediately follow the new teacher workshop in Article 2.1.4. Returning teachers shall be paid at the teacher's per diem rate; new teachers shall be paid .0039 times the base salary applicable to the immediately succeeding regular school year per day.

The one (1) additional professional development day shall be mandatory for all new teachers, and voluntary for other teachers, and shall focus on proper development of documentation for special needs students. A teacher voluntarily attending this day shall attend the professional development provided or use the day for beginning building his/her IEP/ETR procedures and calendars for the school year. Teachers voluntarily attending this day shall have the discretion to choose between these two options, unless the teacher's administrator

requires that a teacher attend the professional development. Such one (1) day will run concurrently with the last new teacher workshop day in Article 2.1.4. New teachers in attendance on this day shall be paid .0039 times the base salary applicable to the immediately succeeding regular school year per day for such attendance (teachers shall not be paid additionally because this day runs concurrently with a day in Article 2.1.4). Other teachers in attendance on this day shall be paid at the rate of .0050 times the base salary applicable to the immediately succeeding regular school year per day.

- 12.2.3** The District shall form an internal monitoring team comprised of intervention specialist representatives of high school, middle school, elementary, and ELV levels; related service personnel from all applicable areas; and, as needed, general education teachers. The team will also be comprised of an equal or fewer number of administrators. The bargaining members of the internal monitoring team shall be selected by the district in consultation with the Association. Internal monitoring team work shall count as “professional development training” for Article 8.3; however, internal monitoring team members may submit an additional five-hour increment under Article 8.3 (up to a total of twenty-five hours for all professional development training) for team work done outside the regular work day.

The purpose of this internal monitoring team is to review IDEA compliance and best practices, including:

- 12.2.3.1** Recommending specific areas and topics for professional development.
- 12.2.3.2** Discussing current service delivery concerns and their impact on district needs and resource
- 12.2.3.3** Making recommendations based on internal monitoring data of identified systemic compliance issues.
- 12.2.3.4** As procedures and processes change and are updated, all communication of these changes will be provided to all special education teachers and all related services personnel in writing and in a timely manner.
- 12.2.3.5** Each building administrator and a special education department chair (secondary) or intervention specialist (elementary) shall

establish procedures to balance caseloads as well as procedures for assigning a new student to a caseload.

- 12.2.4** Draft ETRs shall be submitted to the case manager and building principal at least eleven (11) school days before the IEP meeting date to allow for a new IEP or amended IEP to be completed in a timely manner.
- 12.2.5** Special education teachers shall receive appropriate training throughout the school year as needed or required.
- 12.2.6** Draft IEP's shall be due to an administrator seven (7) school days prior to the IEP meeting in advance, and any corrections shall be returned back to the teacher within five (5) school days of the IEP meeting. The teacher will provide a draft to the parents at least three (3) school days before the meeting.
- 12.2.7** In the event of the absence of either the regular education teacher or the intervention specialist in a co-taught class, a substitute will be provided for either teacher.

12.3 Co-teaching

12.3.1 Co-teaching Preferences for Secondary (High School)

- Both potential partners should complete and submit a form and the co-teaching worksheet.
- Special education teachers will be assigned to co-teaching one core course, with no more than two teaching partners. The number of co-taught sections can vary based on student scheduling needs.
- Applicants will be notified by administration of the status of their co-teaching preferences prior to the start of the school year. Completion of the application does not guarantee a co-teaching partnership.

12.3.2 Co-teaching Considerations (High School)

- Teachers will have same preparation, and, the same lunch period, unless otherwise mutually agreed upon.
- Collaborative planning should take place.
- Responsibility of presenting materials would be determined collaboratively and be based on the needs of all students.
- Appropriate modifications of tests and assignments would be

determined and implemented collaboratively for all students.

- Co-teachers are equally responsible for classroom management and must work collaboratively to develop and implement classroom rules, consequences, and common procedures.
- The total number of special education students will not exceed 50 percent of the student initially enrolled in a class.
- Responsibility of grading will be determined collaboratively and based on the needs of student.
- Both teachers will have full access to the entire roster in the electronic gradebook.
- Responsibility of communication with families will be shared between co-teaching partners.
- All co-teaching partnerships shall participate in the evaluation of their co-teaching process using the form collaboratively created by administration and ETA.
- The special education teacher will attend the TBT of the content area they co-teach.

12.4 Student Referrals and Support Personnel

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

- 12.4.1** Case managers shall be given notification within five (5) school days of the District being made aware when a student is assigned to an outside agency and will no longer be serviced by Euclid Teachers.

12.5 Student Discipline

- 12.5.1** Effective discipline, observance of good order, and respect for the rights of others are necessary so that all pupils may obtain the highest degree of quality education.
- 12.5.2** Every pupil has the right to learn and develop to his maximum potential, and the maintenance of an educational environment that is conducive to this growth and learning shall be the responsibility of the teacher and administrator. The administration of a school is expected to set the

attitude and atmosphere within the school which will make for a positive educational environment. The teacher is expected to do the same within his/her building. Those pupils who cannot adjust in such an educational environment and who habitually disrupt the learning opportunities of other children shall be referred to the proper school and/or community agency in order that they may be given suitable assistance in solving their problem.

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

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

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

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

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

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

- Reinforcing the need to follow the code book to try to insure predictable outcomes for similar events concerning similar events such as tardies, absences, cut procedures, etc. Also, refer to assault procedures in Article 12.5.
- Reinforcing the requirement that due process be afforded to all students.

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

12.6 Assault on a Teacher

12.6.1 Assault is physical harm to a teacher or administrator. An assault includes any deliberate inappropriate contact by student or object that was under the control of a student that causes physical harm. Physical harm is any significant injury regardless of its duration.

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

- (a) any physical harm that carries a substantial risk of death;
- (b) any physical harm that involves some permanent incapacity, whether partial or total, or that involves some temporary, substantial incapacity;
- (c) any physical harm that involves some permanent disfigurement or that involves some temporary, serious disfigurement; or
- (d) any physical harm that involves acute pain of such duration as to result in substantial suffering or that involves any degree of prolonged or intractable pain. Assault on a teacher shall result in

suspension and possible expulsion.

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

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

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

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

12.6.2.2.2 If another facility is utilized, the bargaining unit member must be seen by a doctor at the Board's designated health care facility within twenty-four (24) hours, or Monday morning (if medical attention is needed on the weekend) following initial medical care at another facility.

12.6.2.3 A referral must be written for discipline as soon as possible. "Assault on Staff" shall be checked on the referral form. A principal must make every attempt to talk to the teacher who was assaulted to get the necessary information prior to acting on the disciplinary referral. When a student is suspended for a behavior that the administrator subsequently learns precipitated an assault referral, the administrator will contact the parent and follow the "Assault on a Teacher" provisions contained herein.

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

bargaining unit member may make the report at the Euclid police department.

- 12.6.2.5** If medical attention is needed, over a long period of time, a certificate of medical need from a licensed doctor must be sent to the Superintendent's office. With this certificate on file, the bargaining unit member is ensured under the assault provision that he/she will not be charged for any necessary days or time missed.
 - 12.6.2.6** The administrator and/or bargaining unit member will make the ETA aware of any assault situations. In circumstances which you suspect might result in legal action, contact your OEA/UniServ representative.
 - 12.6.2.7** When a student returns to school following an expulsion for assaulting a teacher, upon request of the teacher who was assaulted, the student will be placed in another class if an appropriate placement is available.
 - 12.6.2.8** A complete investigation of the matter is conducted by the principal and his staff and a report, including recommendations, is made to the Superintendent.
 - 12.6.2.9** The Superintendent reviews the matter and determines the action to be taken. Notification of this action shall be sent to all parties involved. This may include legal court action and/or expulsion from school. (See Policy Manual, Item 531.2.)
 - 12.6.2.10** The Superintendent shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities including protecting the teacher's interests.
- 12.6.3** In the case of an assault by a student on a teacher causing injury for which worker's compensation is paid, the Board will pay the monthly premiums on the adopted medical plan and term life insurance for a period not to exceed two (2) years.

12.7 Deliberate Action and/or Reckless Conduct

- 12.7.1** Reckless conduct that results in physical harm to a staff member will

result in suspension and a possible recommendation for expulsion.

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

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

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

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

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

13. ASSOCIATION RIGHTS

- 13.1** The ETA shall be authorized to use the inter-school mail facilities and the teachers' mailboxes.
- 13.2** The Board shall designate reasonable space on a bulletin board in each building for the general use of the ETA. The bulletin board shall, when possible, be located in an area readily accessible to and normally frequented by teachers.
- 13.3** The ETA shall schedule its regular meetings on Tuesdays. Anyone expected to attend these meetings shall be excused from other activities.
- 13.4** The ETA shall be permitted to use school buildings for its official membership and executive committee meetings after school hours and at a time and place that does not interfere with the normal and other scheduled use of such buildings.
- 13.5** The ETA has the right to use upon request school facilities and equipment when they are not in use for other purposes. Supplies necessary for equipment use shall be provided by or paid for by the Euclid Teachers Association.
- 13.6** The ETA officers and faculty representatives shall not be required to perform extra duties beyond the time of student dismissal unless approved by the teacher. The schedule of the President of the Euclid Teachers Association shall be arranged to provide a preparation period at the end of each school day and at least one additional preparation period per day instead of being assigned a duty period where such an arrangement is feasible. Where the ETA President is assigned to an elementary building, and when a building sub is not covering for a teacher due to teacher absence, the building sub will be assigned to the ETA President for one-half (1/2) day.
- 13.7** The ETA President shall be provided with a phone in his/her classroom.
- 13.8** The ETA President shall be scheduled for five (5) weekly preparation periods at the end of each work day and will be exempt from attendance at faculty meetings and professional development days. The President remains responsible for knowing and complying with the information shared with faculty colleagues at missed meetings.

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

13.10 ETA Consultation

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

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

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

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

13.14 The parties agree to maintain as a Legacy Document in Appendix [K] the Agency Fee provisions contained in the negotiated agreement immediately prior to the U.S. Supreme Court decision in *Janus v. American Federation of State, County, and Municipal Employees, Council 31*. The parties agree to maintain this Legacy Document in the event there is a change in law that will allow for this language to be placed back into the contract and be implemented.

In the event there is such a change in law, the parties shall negotiate to agreement, any necessary changes to this legacy document prior to the document being placed back into the negotiated agreement.

13.15 ETA-Superintendent Meetings

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

13.16 Association Release Time

The Association President will designate six (6) ETA representatives (or five (5) if one of two exceptions below is selected) and make their identities known to the Superintendent for the purpose of exempting them from one classroom assignment per day, with the following exceptions to the one-assignment-per-day requirement:

1. The Association President may elect to designate two (2) of the six (6) classroom assignments to the Association President (with the remaining four (4) ETA representatives receiving one classroom assignment per day) , so long as doing so does not require the District to make an additional hire; or
2. If there are seven (7) or more teachers on an improvement plan at the start of a school year, the Association President may designate two (2) of the six (6) classroom assignments to the one ETA representative responsible for assisting with improvement plans/plans of assistance (with the remaining four (4) ETA representatives receiving one classroom assignment per day), so long as doing so does not require the District to make an additional hire.

The Association President shall provide the identities of the affected individuals no later than May 15 for the following year.

13.17 Teacher Professional Organization

Identified Association officials shall be paid a stipend by the Board. On September 1 of each school year, the ETA shall reimburse the Board for the payment of the first stipend. For the second and third stipend, the ETA shall reimburse the Board thirty (30) days before the stipend is paid to ETA officials. The ETA President shall make the identities of such persons and the amounts of the stipends known to the Treasurer by May 15 of the preceding school year. The Board shall pay out the stipend in three payments. The first payment shall be made in the second payroll check in September, the second payment in the first paycheck in December, and the third payment in the first paycheck in April. The ETA shall reimburse the Board for the cost of the stipends, state/federal taxes, and any applicable retirement costs payable to the Ohio STRS. If a state level appointment is made, this section shall be applied in accordance with the established guidelines set by the state organization.

13.18 Laptop Insurance

The District shall provide warranty coverage on Laptops provided to ETA members through the manufacturer's warranty.

For matters not covered by the manufacturer's warranty, the District and ETA will continue to abide by the 2016 Agreement regarding the self-funded insurance program.

14. GRIEVANCE PROCEDURE

14.1 Definition

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

14.2 Procedure

Informal Step

The grievant should first attempt to resolve the grievance informally through discussion with the lowest-level administrator who has authority to resolve the grievance. At least two (2) weeks prior to the start of each school year, the District shall provide ETA with a list of all administrators, and their job title. Job descriptions for such administrators will be posted on infoweb and accessible to the ETA.

Step One

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

Step Two

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

Step Three

If not resolved at Step Two, the grievance may be appealed to the Board in writing within ten (10) days after the Superintendent's response in Step Two.

The appeal shall be addressed to the Board President in care of the Superintendent. Within fifteen (15) days after receipt of the appeal, the Board shall hear the grievance. The Board shall answer the grievance in writing, with reasons, within fifteen (15) days after the close of the hearing.

Step Four

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

- 14.3** Time limits in the grievance procedure may be extended by mutual agreement. Failure by a grievant to comply with any time limit not mutually extended shall result in complete waiver of the grievance. Failure to answer a grievance within any time limit not mutually extended shall permit the grievant to proceed forthwith to the next step of the grievance procedure. The term "days" shall mean workdays, except during summer recess when it shall mean weekdays.
- 14.4** If a grievance arises from action by the Board or Superintendent over which a lower-level administrator has no control, the grievant may file the grievance at Step Two of the grievance procedure.
- 14.5** The grievant may designate an ETA representative at any step, including the informal step, of the grievance procedure. The representative shall be entitled to attend all meetings or hearings pertaining to the grievance and shall be furnished a copy of all responses to the grievance. Should an ETA representative attend a meeting or hearing, the administrator shall likewise be entitled to have an additional administrator attend such meeting or hearing. Once designated, all arrangements and communications shall be with the representative. The ETA grievance chairperson will be sent copies of all grievance responses.
- 14.6** Meetings and hearings under the grievance procedure shall be conducted at a time and place that will afford a reasonable opportunity for the grievant, ETA representative and necessary witnesses to be present.

- 14.7** If a grievance is processed to Step Four of the grievance procedure but withdrawn prior to arbitration the arbitrator's cancellation fee, if any: (1) shall be shared equally by the Board and the ETA if the grievance is withdrawn as the result of a compromise settlement; (2) shall be borne solely by the ETA if the grievance is withdrawn by the ETA with no change in the Board's position; (3) shall be borne solely by the Board if the grievance is withdrawn as the result of a Board decision to grant the grievance.
- 14.8** Either party may waive Step Three of the grievance procedure and proceed directly from Step Two to Step Four by notifying the other party in writing of such intent within ten (10) days after the Superintendent's response in Step Two.
- 14.9** Nothing in this Article shall deny any bargaining unit member rights under state or federal law. Grievances are confidential except to the parties of interest and as required by law and will not be used in any employment decisions except as the remedy for a particular grievance may require.

15. TEACHER RIGHTS

- 15.1** Disciplinary action shall not be taken against a teacher solely on the basis of a written or verbal complaint by a parent or student.
- 15.1.1** At any investigatory interview the teacher reasonably fears may result in discipline against him/her, the teacher shall be entitled, upon request, to an ETA representative. A teacher subject to a discipline investigation may refuse to sign a statement until after the statement has been reviewed by his/her representative.
 - 15.1.2** Prior to any recommendation of termination to the Board, a pre-disciplinary hearing shall be held with the Superintendent or designee in compliance with *Loudermill* and its progeny. Termination shall be pursuant to either Ohio Revised Code 3319.16 or subject to the grievance procedure herein.
 - 15.1.3** No teacher may be given a written reprimand or a suspension with or without pay up to ten (10) days without just cause and only after a prior investigation and a conference with a right to representation. That conference shall be conducted within ten (10) school days of the administration's request for same, unless the scheduling of the conference is delayed by mutual agreement of the ETA representative and the administrator. Such agreement may not be unreasonably requested or denied. Only the Superintendent is authorized to issue a suspension after his/her participation at the above outlined conference.
 - 15.1.4** A member of the bargaining unit retains the option to refuse to meet with administrators and parents unless an ETA representative is present where the meeting is held to conduct an investigation concerning a parental complaint or concern.
 - 15.1.5** The District will not conduct ongoing surveillance of an ETA member using video camera footage, unless advised otherwise by a law enforcement official or other local, state, or federal agency.
- 15.2** All teachers have the right to use the telephone (local or toll-free calls for personal use), fax (where available, for local and toll-free calls for personal use), and e-mail according to district policy for both personal and business calls. The Building Management Team (or like committee) in each building, in consultation with the Business office, will be charged with the responsibility for identifying a location in which a phone may be placed in a private area for

use in making calls related to the teacher's fulfillment of professional responsibilities, subject to the limits of cabling availability and the possibility of transferring phone locations.

- 15.3** A teacher who mistakenly addressed an e-mail or regular mail to the wrong address of the parent or guardian will not be subject to discipline.
- 15.4** At the request of either the ETA or administration, student information systems will be reviewed annually by a committee comprised of ETA and administration, for the purpose of making recommendations to the administration to improve such systems.
- 15.5** The administration will notify the affected employee of a non-employee request to review her/his computer files and/or any other materials stored on her/his District-owned computer/laptop before such materials are made available for review.
- 15.6** Teachers shall not be found in violation of the Board's authorized use policy if they received unsolicited e-mail but forwarding inappropriate e-mail is not acceptable
- 15.7** A teacher assigned to take students on an out of district overnight field trip shall be issued a District cell phone upon request.
- 15.8** Upon request, if available a building substitute shall be provided to a teacher when administering individualized testing to their students.
- 15.9** District-wide employee directories shall be electronically provided through the district's data base to all faculty prior to Thanksgiving recess.
- 15.10** A teacher asserting a breach of his/her rights under this contract shall be entitled to be accompanied by a representative of his/her choosing. In addition, a teacher shall be entitled, upon request, to an ETA representative at any investigatory interview the teacher reasonably fears may result in discipline against him/her.
- 15.11** Teachers whose employment contracts are nonrenewed or suspended and teachers who go on authorized leaves of absence will be notified by the Superintendent or his designee prior to the expiration date of any insurance fringe benefit.

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

15.13 Bargaining unit members having difficulties in obtaining necessary supplies or access to necessary school facilities and equipment for legitimate school purposes shall raise their concerns with the building principal, and if the concerns are not resolved, they shall be presented to the Superintendent at the Superintendent's monthly meeting with the ETA. All bargaining unit members shall have access to copying machines in their building for activities reasonably necessary to the performance of their duties. If building staff abuse this privilege, the building principal may limit the use of the copy machine to duplication of only approved materials.

15.14 Safety Committee

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

15.15 Academic Freedom

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

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

15.17 Certified Support Staff

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

materials; (4) lockable storage for confidential materials; and (5) clerical support.

15.18 The Board and ETA agree as follows:

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

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

15.18.2.1 A plan for locking entrances;

15.18.2.2 Possible use of surveillance cameras;

15.18.2.3 Changing entrance locations;

15.18.2.4 Improved lighting;

15.18.2.5 Possible requirement of vehicle identification stickers;

15.18.2.6 Review of building rental policies;

15.18.2.7 Block watch, i.e., support and watch out for one another and kids.

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

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

15.19 The District shall provide adequate parking spaces for bargaining unit members.

15.20 Panther Academy will have security on premises during the hours in which students attend.

16. MANAGEMENT RIGHTS

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

16.1 Occupational Safety and Health

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

16.1.2 Report Internally First

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

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

16.1.2.2 If the immediate supervisor does not resolve the alleged violation to the satisfaction of the complaining party, the bargaining unit member or the Association may appeal the complaint to the THP officer by filing a written appeal with the THP officer within one work day of the response of the immediate supervisor. If the immediate supervisor fails to respond within forty-eight (48) hours, then the bargaining unit member or Association must file their appeal within one work day of that deadline. The THP officer shall meet with the complaining party in an attempt to resolve the alleged violation. Within not more than three (3) work days after

the conference, the THP officer shall provide a written response to the alleged violation.

16.1.3 Board's Right to Reassign

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

16.1.4 Claims of Discrimination to be Grieved

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

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

17. HOURLY TUTORS AND MEDIA SPECIALISTS

17.1 Hourly "Tutors"

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

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

17.2 Regularly Employed Tutors

Regularly Employed Tutors shall be employed on annual basis (including open house and evening conferences).

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

17.2.1 Supplemental Tutors-Hours

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

17.2.2 School Improvement Tutors- Hours

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

17.3 Benefits and Salary

Each Regularly Employed Tutor (Supplemental and School Improvement) shall be eligible for the benefits of Articles 8 and 9. To be eligible for family benefits, tutor must be scheduled to work over 37.5 hours per week. Regularly employed tutors shall be eligible to purchase family health care, dental, prescription benefits for the cost difference between the single and family contribution premium.

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

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

17.4 Vacancies

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

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

17.5 Contracts

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

17.5.1 Nonrenewal

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

17.6 Compensation

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

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

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

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

17.7 Probationary Period

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

17.8 Reduction in Force (RIF)

Layoffs shall be accomplished in accordance with Article 6.5; however, bumping shall not occur between tutors and teachers. Each is considered its own classification for purposes of layoff and recall.

Any bargaining unit member who is RIF'd and offered a regularly employed tutor position shall not be required to accept that position. Should the bargaining unit member decline a tutor position, he/she shall remain on the

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

17.9 Termination

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

17.10 Evaluation

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

17.11 Media Specialists

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

18. JOB SHARING

18.1 Definition

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

18.2 Right to Share

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

18.3 Seniority and Benefits

Each teacher shall:

- 18.3.1** Receive three-fourths (3/4) of a year seniority credit for each year of job sharing.
- 18.3.2** Be entitled to fully-funded single coverage and the option of paying for the family portion.
- 18.3.3** Receive one-half (1/2) of the term life amount.
- 18.3.4** Be guaranteed one full year of job sharing. Teachers with at least thirty (30) years of teaching experience may request multiple years of job sharing provided: (1) at least one teacher has at least thirty (30) years of teaching experience; (2) there are two teachers in the department who wish to job share; and (3) they provide written notification to the Superintendent of their request to job share for two years.

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

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

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

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

18.4 Bidding

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

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

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

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

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

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

18.5 Day

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

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

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

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

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

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

18.6 Approval/Denial of Job Share Position

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

18.7 Evaluation of Program

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

19. DURATION

This Agreement shall be effective from September 1, 2021 through and including August 31, 2024.

The Board shall not discipline or engage in any reprisal against any bargaining unit member based on union protected activities related to negotiations, the threat of a strike or any other related actions pertaining to the negotiated agreement that is effective September 1, 2021-August 31, 2024.

ETA agrees to withdraw with prejudice any and all unfair labor practices charges, including but not limited to ULP Case Number 2021-ULP-08-0122, ULP Case Number 2021-ULP-09-0132, and ULP Case Number 2021-ULP-08-0121. Furthermore, ETA and the Board agree not to pursue any grievance, unfair labor practice charge, civil and/or criminal litigation, and/or other informal and/or formal action against the Board or the Board against ETA and/or its members, employees, and/or agents regarding labor negotiations, the threat of strike, and anything related thereto.

Should either party violate these provisions the other party may pursue a remedy through the contractual grievance process, unfair labor practice charge, litigation, or any other available remedy at law.

This Agreement is duly executed on JUNE 17, 2021 by:

EUCLID TEACHERS ASSOCIATION

Sue Amato

Co-President

Cynthia Behong

Co-President

Jim B...

Co-Vice-President

Mack North

Co-Vice-President

R...

Negotiations Spokesperson

EUCLID BOARD OF EDUCATION

Kathleen...

President

J...

Treasurer

Ch...

Superintendent

APPENDIX A

EUCLID CITY SCHOOLS									
Teachers' Salary Schedule - 2021-2022									
6.2% Increase									
Sched.	B	B1	B2	A	A1	A2	A3	A4	A5
Train. Step	B.A.	BA+12	BA+24 or 150	M.A.	MA+12	MA+24	MA+36	MA+48	MA+60+
1	1.000	1.050	1.080	1.110	1.150	1.190	1.230	1.270	1.310
	43,391	45,561	46,862	48,164	49,900	51,635	53,371	55,107	56,842
2	1.065	1.095	1.125	1.165	1.205	1.245	1.285	1.325	1.365
	46,211	47,513	48,815	50,551	52,286	54,022	55,757	57,493	59,229
3	1.110	1.140	1.170	1.220	1.260	1.300	1.340	1.380	1.420
	48,164	49,466	50,767	52,937	54,673	56,408	58,144	59,880	61,615
4	1.155	1.185	1.215	1.275	1.315	1.355	1.395	1.435	1.475
	50,117	51,418	52,720	55,324	57,059	58,795	60,530	62,266	64,002
5	1.200	1.230	1.260	1.330	1.370	1.410	1.450	1.490	1.530
	52,069	53,371	54,673	57,710	59,446	61,181	62,917	64,653	66,388
6	1.300	1.330	1.360	1.415	1.455	1.495	1.535	1.575	1.615
	56,408	57,710	59,012	61,398	63,134	64,870	66,605	68,341	70,076
7	1.345	1.375	1.405	1.470	1.510	1.550	1.590	1.630	1.670
	58,361	59,663	60,964	63,785	65,520	67,256	68,992	70,727	72,463
8	1.390	1.420	1.450	1.525	1.565	1.605	1.645	1.685	1.725
	60,313	61,615	62,917	66,171	67,907	69,643	71,378	73,114	74,849
9	1.435	1.465	1.495	1.580	1.620	1.660	1.700	1.740	1.780
	62,266	63,568	64,870	68,558	70,293	72,029	73,765	75,500	77,236
10	1.480	1.510	1.540	1.635	1.675	1.715	1.755	1.795	1.835
	64,219	65,520	66,822	70,944	72,680	74,416	76,151	77,887	79,622
11	1.580	1.610	1.640	1.735	1.775	1.815	1.855	1.895	1.935
	68,558	69,860	71,161	75,283	77,019	78,755	80,490	82,226	83,962
12	1.625	1.655	1.685	1.790	1.830	1.870	1.910	1.950	1.990
	70,510	71,812	73,114	77,670	79,406	81,141	82,877	84,612	86,348
13	1.670	1.700	1.730	1.845	1.885	1.925	1.965	2.005	2.045
	72,463	73,765	75,066	80,056	81,792	83,528	85,263	86,999	88,735
14	1.722	1.745	1.775	1.900	1.940	1.980	2.020	2.060	2.100
	74,719	75,717	77,019	82,443	84,179	85,914	87,650	89,385	91,121
15				1.955	1.995	2.035	2.075	2.115	2.155
				84,829	86,565	88,301	90,036	91,772	93,508
16									2.210
									95,894
	1.737	1.760	1.790	1.970	2.010	2.050	2.090	2.130	2.225
17-19	75,370	76,368	77,670	85,480	87,216	88,952	90,687	92,423	96,545
	1.752	1.775	1.805	1.985	2.025	2.065	2.105	2.145	2.240
20-24	76,021	77,019	78,321	86,131	87,867	89,602	91,338	93,074	97,196
	1.782	1.805	1.835	2.015	2.055	2.095	2.135	2.175	2.270
25-29	77,323	78,321	79,622	87,433	89,169	90,904	92,640	94,375	98,498
	1.797	1.820	1.850	2.030	2.070	2.110	2.150	2.190	2.285
30+	77,974	78,972	80,273	88,084	89,819	91,555	93,291	95,026	99,148

APPENDIX A

EUCLID CITY SCHOOLS									
Teachers' Salary Schedule - 2022-2023									
2.25% Increase									
Sched.	B	B1	B2	A	A1	A2	A3	A4	A5
Train. Step	B.A.	BA+12	BA+24 or 150	M.A.	MA+12	MA+24	MA+36	MA+48	MA+60+
1	1.000	1.050	1.080	1.110	1.150	1.190	1.230	1.270	1.310
	44,367	46,585	47,916	49,247	51,022	52,797	54,571	56,346	58,121
2	1.065	1.095	1.125	1.165	1.205	1.245	1.285	1.325	1.365
	47,251	48,582	49,913	51,688	53,462	55,237	57,012	58,786	60,561
3	1.110	1.140	1.170	1.220	1.260	1.300	1.340	1.380	1.420
	49,247	50,578	51,909	54,128	55,902	57,677	59,452	61,226	63,001
4	1.155	1.185	1.215	1.275	1.315	1.355	1.395	1.435	1.475
	51,244	52,575	53,906	56,568	58,343	60,117	61,892	63,667	65,441
5	1.200	1.230	1.260	1.330	1.370	1.410	1.450	1.490	1.530
	53,240	54,571	55,902	59,008	60,783	62,557	64,332	66,107	67,882
6	1.300	1.330	1.360	1.415	1.455	1.495	1.535	1.575	1.615
	57,677	59,008	60,339	62,779	64,554	66,329	68,103	69,878	71,653
7	1.345	1.375	1.405	1.470	1.510	1.550	1.590	1.630	1.670
	59,674	61,005	62,336	65,219	66,994	68,769	70,544	72,318	74,093
8	1.390	1.420	1.450	1.525	1.565	1.605	1.645	1.685	1.725
	61,670	63,001	64,332	67,660	69,434	71,209	72,984	74,758	76,533
9	1.435	1.465	1.495	1.580	1.620	1.660	1.700	1.740	1.780
	63,667	64,998	66,329	70,100	71,875	73,649	75,424	77,199	78,973
10	1.480	1.510	1.540	1.635	1.675	1.715	1.755	1.795	1.835
	65,663	66,994	68,325	72,540	74,315	76,089	77,864	79,639	81,413
11	1.580	1.610	1.640	1.735	1.775	1.815	1.855	1.895	1.935
	70,100	71,431	72,762	76,977	78,751	80,526	82,301	84,075	85,850
12	1.625	1.655	1.685	1.790	1.830	1.870	1.910	1.950	1.990
	72,096	73,427	74,758	79,417	81,192	82,966	84,741	86,516	88,290
13	1.670	1.700	1.730	1.845	1.885	1.925	1.965	2.005	2.045
	74,093	75,424	76,755	81,857	83,632	85,406	87,181	88,956	90,731
14	1.722	1.745	1.775	1.900	1.940	1.980	2.020	2.060	2.100
	76,400	77,420	78,751	84,297	86,072	87,847	89,621	91,396	93,171
15				1.955	1.995	2.035	2.075	2.115	2.155
				86,737	88,512	90,287	92,062	93,836	95,611
16									2.210
									98,051
	1.737	1.760	1.790	1.970	2.010	2.050	2.090	2.130	2.225
17-19	77,065	78,086	79,417	87,403	89,178	90,952	92,727	94,502	98,717
	1.752	1.775	1.805	1.985	2.025	2.065	2.105	2.145	2.240
20-24	77,731	78,751	80,082	88,068	89,843	91,618	93,393	95,167	99,382
	1.782	1.805	1.835	2.015	2.055	2.095	2.135	2.175	2.270
25-29	79,062	80,082	81,413	89,400	91,174	92,949	94,724	96,498	100,713
	1.797	1.820	1.850	2.030	2.070	2.110	2.150	2.190	2.285
30+	79,727	80,748	82,079	90,065	91,840	93,614	95,389	97,164	101,379

APPENDIX A

EUCLID CITY SCHOOLS									
Teachers' Salary Schedule - 2023-2024									
2.5% Increase									
Sched.	B	B1	B2	A	A1	A2	A3	A4	A5
Train. Step	B.A.	BA+12	BA+24 or 150	M.A.	MA+12	MA+24	MA+36	MA+48	MA+60+
1	1.000	1.050	1.080	1.110	1.150	1.190	1.230	1.270	1.310
	45,476	47,750	49,114	50,478	52,297	54,116	55,935	57,755	59,574
2	1.065	1.095	1.125	1.165	1.205	1.245	1.285	1.325	1.365
	48,432	49,796	51,161	52,980	54,799	56,618	58,437	60,256	62,075
3	1.110	1.140	1.170	1.220	1.260	1.300	1.340	1.380	1.420
	50,478	51,843	53,207	55,481	57,300	59,119	60,938	62,757	64,576
4	1.155	1.185	1.215	1.275	1.315	1.355	1.395	1.435	1.475
	52,525	53,889	55,253	57,982	59,801	61,620	63,439	65,258	67,077
5	1.200	1.230	1.260	1.330	1.370	1.410	1.450	1.490	1.530
	54,571	55,935	57,300	60,483	62,302	64,121	65,940	67,759	69,578
6	1.300	1.330	1.360	1.415	1.455	1.495	1.535	1.575	1.615
	59,119	60,483	61,847	64,349	66,168	67,987	69,806	71,625	73,444
7	1.345	1.375	1.405	1.470	1.510	1.550	1.590	1.630	1.670
	61,165	62,530	63,894	66,850	68,669	70,488	72,307	74,126	75,945
8	1.390	1.420	1.450	1.525	1.565	1.605	1.645	1.685	1.725
	63,212	64,576	65,940	69,351	71,170	72,989	74,808	76,627	78,446
9	1.435	1.465	1.495	1.580	1.620	1.660	1.700	1.740	1.780
	65,258	66,622	67,987	71,852	73,671	75,490	77,309	79,128	80,947
10	1.480	1.510	1.540	1.635	1.675	1.715	1.755	1.795	1.835
	67,304	68,669	70,033	74,353	76,172	77,991	79,810	81,629	83,448
11	1.580	1.610	1.640	1.735	1.775	1.815	1.855	1.895	1.935
	71,852	73,216	74,581	78,901	80,720	82,539	84,358	86,177	87,996
12	1.625	1.655	1.685	1.790	1.830	1.870	1.910	1.950	1.990
	73,899	75,263	76,627	81,402	83,221	85,040	86,859	88,678	90,497
13	1.670	1.700	1.730	1.845	1.885	1.925	1.965	2.005	2.045
	75,945	77,309	78,673	83,903	85,722	87,541	89,360	91,179	92,998
14	1.722	1.745	1.775	1.900	1.940	1.980	2.020	2.060	2.100
	78,310	79,356	80,720	86,404	88,223	90,042	91,862	93,681	95,500
15				1.955	1.995	2.035	2.075	2.115	2.155
				88,906	90,725	92,544	94,363	96,182	98,001
16									2.210
									100,502
	1.737	1.760	1.790	1.970	2.010	2.050	2.090	2.130	2.225
17-19	78,992	80,038	81,402	89,588	91,407	93,226	95,045	96,864	101,184
	1.752	1.775	1.805	1.985	2.025	2.065	2.105	2.145	2.240
20-24	79,674	80,720	82,084	90,270	92,089	93,908	95,727	97,546	101,866
	1.782	1.805	1.835	2.015	2.055	2.095	2.135	2.175	2.270
25-29	81,038	82,084	83,448	91,634	93,453	95,272	97,091	98,910	103,231
	1.797	1.820	1.850	2.030	2.070	2.110	2.150	2.190	2.285
30+	81,720	82,766	84,131	92,316	94,135	95,954	97,773	99,592	103,913

APPENDIX A

Euclid School Nurses' Salary Schedule								
2021-2022								
Step	Bachelors		BA + 12		BA + 24		Masters	
1	1.085	47,079	1.125	48,815	1.155	50,117	1.185	51,418
2	1.105	47,947	1.155	50,117	1.205	52,286	1.245	54,022
3	1.125	48,815	1.175	50,984	1.225	53,154	1.265	54,890
4	1.145	49,683	1.195	51,852	1.245	54,022	1.285	55,757
5	1.165	50,551	1.215	52,720	1.265	54,890	1.305	56,625
6	1.225	53,154	1.265	54,890	1.295	56,191	1.325	57,493
7	1.245	54,022	1.285	55,757	1.315	57,059	1.345	58,361
8	1.265	54,890	1.305	56,625	1.335	57,927	1.365	59,229
9	1.285	55,757	1.325	57,493	1.355	58,795	1.385	60,097
10	1.305	56,625	1.345	58,361	1.375	59,663	1.405	60,964
11	1.325	57,493	1.365	59,229	1.395	60,530	1.425	61,832
12	1.345	58,361	1.385	60,097	1.415	61,398	1.445	62,700
13	1.365	59,229	1.405	60,964	1.435	62,266	1.465	63,568
14	1.385	60,097	1.425	61,832	1.455	63,134	1.485	64,436
15	1.405	60,964	1.445	62,700	1.475	64,002	1.505	65,303

APPENDIX A

Euclid School Nurses' Salary Schedule								
2022-2023								
Step	Bachelors		BA + 12		BA + 24		Masters	
1	1.085	48,138	1.125	49,913	1.155	51,244	1.185	52,575
2	1.105	49,026	1.155	51,244	1.205	53,462	1.245	55,237
3	1.125	49,913	1.175	52,131	1.225	54,350	1.265	56,124
4	1.145	50,800	1.195	53,019	1.245	55,237	1.285	57,012
5	1.165	51,688	1.215	53,906	1.265	56,124	1.305	57,899
6	1.225	54,350	1.265	56,124	1.295	57,455	1.325	58,786
7	1.245	55,237	1.285	57,012	1.315	58,343	1.345	59,674
8	1.265	56,124	1.305	57,899	1.335	59,230	1.365	60,561
9	1.285	57,012	1.325	58,786	1.355	60,117	1.385	61,448
10	1.305	57,899	1.345	59,674	1.375	61,005	1.405	62,336
11	1.325	58,786	1.365	60,561	1.395	61,892	1.425	63,223
12	1.345	59,674	1.385	61,448	1.415	62,779	1.445	64,110
13	1.365	60,561	1.405	62,336	1.435	63,667	1.465	64,998
14	1.385	61,448	1.425	63,223	1.455	64,554	1.485	65,885
15	1.405	62,336	1.445	64,110	1.475	65,441	1.505	66,772

APPENDIX A

Euclid School Nurses' Salary Schedule								
2023-2024								
Step	Bachelors		BA + 12		BA + 24		Masters	
1	1.085	49,341	1.125	51,161	1.155	52,525	1.185	53,889
2	1.105	50,251	1.155	52,525	1.205	54,799	1.245	56,618
3	1.125	51,161	1.175	53,434	1.225	55,708	1.265	57,527
4	1.145	52,070	1.195	54,344	1.245	56,618	1.285	58,437
5	1.165	52,980	1.215	55,253	1.265	57,527	1.305	59,346
6	1.225	55,708	1.265	57,527	1.295	58,891	1.325	60,256
7	1.245	56,618	1.285	58,437	1.315	59,801	1.345	61,165
8	1.265	57,527	1.305	59,346	1.335	60,710	1.365	62,075
9	1.285	58,437	1.325	60,256	1.355	61,620	1.385	62,984
10	1.305	59,346	1.345	61,165	1.375	62,530	1.405	63,894
11	1.325	60,256	1.365	62,075	1.395	63,439	1.425	64,803
12	1.345	61,165	1.385	62,984	1.415	64,349	1.445	65,713
13	1.365	62,075	1.405	63,894	1.435	65,258	1.465	66,622
14	1.385	62,984	1.425	64,803	1.455	66,168	1.485	67,532
15	1.405	63,894	1.445	65,713	1.475	67,077	1.505	68,441

Euclid School Tutor Hour Salary Schedule
Effective the First Day of 2021-2022

	B B.A.	B-1 BA+12	B-2 BA+24 or 150 Hrs.	A M.A.
Step 1	0.000595 \$ 25.82	0.000613 \$ 26.60	0.000631 \$ 27.38	0.000649 \$ 28.16
2	0.000621 \$ 26.95	0.000640 \$ 27.77	0.000658 \$ 28.55	0.000682 \$ 29.59
3	0.000650 \$ 28.20	0.000666 \$ 28.90	0.000684 \$ 29.68	0.000714 \$ 30.98
4	0.000675 \$ 29.29	0.000693 \$ 30.07	0.000711 \$ 30.85	0.000747 \$ 32.41
5	0.000703 \$ 30.50	0.000720 \$ 31.24	0.000738 \$ 32.02	0.000780 \$ 33.84

Euclid School Tutor Hour Salary Schedule
Effective the First Day of 2022-2023

	B B.A.	B-1 BA+12	B-2 BA+24 or	A M.A.
Step 1	0.000595 \$ 26.40	0.000613 \$ 27.20	0.000631 \$ 28.00	0.000649 \$ 28.79
2	0.000621 \$ 27.55	0.000640 \$ 28.39	0.000658 \$ 29.19	0.000682 \$ 30.26
3	0.000650 \$ 28.84	0.000666 \$ 29.55	0.000684 \$ 30.35	0.000714 \$ 31.68
4	0.000675 \$ 29.95	0.000693 \$ 30.75	0.000711 \$ 31.54	0.000747 \$ 33.14
5	0.000703 \$ 31.19	0.000720 \$ 31.94	0.000738 \$ 32.74	0.000780 \$ 34.61

Euclid School Tutor Hour Salary Schedule
Effective the First Day of 2023-2024

	B B.A.	B-1 BA+12	B-2 BA+24 or	A M.A.
Step 1	0.000595 \$ 27.06	0.000613 \$ 27.88	0.000631 \$ 28.70	0.000649 \$ 29.51
2	0.000621 \$ 28.24	0.000640 \$ 29.10	0.000658 \$ 29.92	0.000682 \$ 31.01
3	0.000650 \$ 29.56	0.000666 \$ 30.29	0.000684 \$ 31.11	0.000714 \$ 32.47
4	0.000675 \$ 30.70	0.000693 \$ 31.51	0.000711 \$ 32.33	0.000747 \$ 33.97
5	0.000703 \$ 31.97	0.000720 \$ 32.74	0.000738 \$ 33.56	0.000780 \$ 35.47

APPENDIX B

**EUCLID PUBLIC SCHOOLS
SUPPLEMENTAL SALARY SCHEDULES
INCLUDES ATHLETIC DEPARTMENT, DEPARTMENT CHAIR, MUSIC, AND EXTRA DUTY
2021-2022**

	A		B		C		D	
ATHLETIC (Athletic Supplementals are for Male and Female Sports)								
Athletic Director MS Asst.	0.147	\$6378	0.159	\$6899	0.170	\$7376	0.180	\$7810
Baseball - HS Head	0.118	\$5120	0.129	\$5597	0.139	\$6031	0.155	\$6726
Baseball - HS Asst.	0.075	\$3254	0.083	\$3601	0.093	\$4035	0.103	\$4469
Baseball - MS Head	0.075	\$3254	0.079	\$3428	0.083	\$3601	0.087	\$3775
Baseball - MS Asst.	0.050	\$2170	0.053	\$2300	0.055	\$2387	0.057	\$2473
Basketball - HS Head	0.159	\$6899	0.167	\$7246	0.177	\$7680	0.192	\$8331
Basketball - HS Asst.	0.106	\$4599	0.112	\$4860	0.117	\$5077	0.122	\$5294
Basketball - MS Head	0.106	\$4599	0.112	\$4860	0.117	\$5077	0.122	\$5294
Basketball - MS Asst.	0.071	\$3081	0.075	\$3254	0.078	\$3384	0.081	\$3515
Bowling - HS Head	0.152	\$6595	0.159	\$6899	0.172	\$7463	0.181	\$7854
Cross Country - HS Head	0.079	\$3428	0.087	\$3775	0.096	\$4166	0.109	\$4730
Cross Country - HS Asst.	0.056	\$2430	0.063	\$2734	0.067	\$2907	0.076	\$3298
Cross Country - MS Head	0.052	\$2256	0.058	\$2517	0.065	\$2820	0.070	\$3037
Cross Country - MS Asst.	0.042	\$1822	0.048	\$2083	0.054	\$2343	0.060	\$2603
Faculty Manager - HS	0.187	\$8114	0.196	\$8505	0.212	\$9199	0.227	\$9850
Faculty Manager - MS	0.103	\$4469	0.110	\$4773	0.117	\$5077	0.124	\$5380
Football - HS Head	0.190	\$8244	0.203	\$8808	0.215	\$9329	0.224	\$9720
Football - HS Asst.	0.130	\$5641	0.141	\$6118	0.152	\$6595	0.160	\$6943
Football - MS Head	0.120	\$5207	0.125	\$5424	0.130	\$5641	0.135	\$5858
Football - MS Asst.	0.075	\$3254	0.080	\$3471	0.088	\$3818	0.096	\$4166
Football Equip. Mgr. - HS	0.045	\$1953	0.050	\$2170	0.060	\$2603	0.070	\$3037
Gymnastics - Head	0.101	\$4382	0.112	\$4860	0.122	\$5294	0.132	\$5728
Gymnastics - Asst.	0.064	\$2777	0.074	\$3211	0.084	\$3645	0.094	\$4079
Golf - HS Head	0.075	\$3254	0.083	\$3601	0.092	\$3992	0.106	\$4599
Golf - HS Asst.	0.050	\$2170	0.053	\$2300	0.055	\$2387	0.057	\$2473
Hockey - HS Head	0.117	\$5077	0.125	\$5424	0.132	\$5728	0.145	\$6292
Hockey - HS Asst.	0.078	\$3384	0.085	\$3688	0.092	\$3992	0.099	\$4296
Soccer - HS Head	0.097	\$4209	0.102	\$4426	0.116	\$5033	0.120	\$5207

Soccer - HS Asst.	0.068	\$2951	0.071	\$3081	0.075	\$3254	0.082	\$3558
Softball - HS Head	0.118	\$5120	0.129	\$5597	0.139	\$6031	0.155	\$6726
Softball - HS Asst.	0.075	\$3254	0.083	\$3601	0.093	\$4035	0.103	\$4469
Softball - MS Head	0.075	\$3254	0.081	\$3515	0.088	\$3818	0.092	\$3992
Softball - MS Asst.	0.050	\$2170	0.053	\$2300	0.055	\$2387	0.057	\$2473
Swimming - HS Head	0.152	\$6595	0.159	\$6899	0.172	\$7463	0.181	\$7854
Swimming - HS Asst.	0.096	\$4166	0.108	\$4686	0.119	\$5164	0.124	\$5380
Swimming - HS Diving	0.081	\$3515	0.093	\$4035	0.104	\$4513	0.113	\$4903
Swimming - MS Head	0.096	\$4166	0.108	\$4686	0.119	\$5164	0.124	\$5380
Swimming - MS Assistant	0.059	\$2560	0.062	\$2690	0.069	\$2994	0.076	\$3298
Tennis - HS Head	0.079	\$3428	0.085	\$3688	0.095	\$4122	0.107	\$4643
Tennis - HS Asst.	0.052	\$2256	0.060	\$2603	0.069	\$2994	0.075	\$3254
Tennis - MS Head	0.052	\$2256	0.056	\$2430	0.065	\$2820	0.070	\$3037
Track - Spring - HS Head	0.114	\$4947	0.125	\$5424	0.135	\$5858	0.150	\$6509
Track - Spring - HS Asst.	0.075	\$3254	0.083	\$3601	0.093	\$4035	0.103	\$4469
Track - MS Head	0.075	\$3254	0.081	\$3515	0.088	\$3818	0.092	\$3992
Track - MS Asst.	0.050	\$2170	0.055	\$2387	0.062	\$2690	0.066	\$2864
Track - Winter - HS Head	0.070	\$3037	0.074	\$3211	0.077	\$3341	0.080	\$3471
Track - Winter - HS Asst.	0.051	\$2213	0.054	\$2343	0.056	\$2430	0.058	\$2517
Volleyball - HS Head	0.099	\$4296	0.109	\$4730	0.118	\$5120	0.129	\$5597
Volleyball - HS Asst.	0.064	\$2777	0.074	\$3211	0.082	\$3558	0.094	\$4079
Volleyball - MS Head	0.063	\$2734	0.070	\$3037	0.072	\$3124	0.077	\$3341
Volleyball - MS Asst.	0.045	\$1953	0.049	\$2126	0.055	\$2387	0.060	\$2603
Wrestling - HS Head	0.146	\$6335	0.159	\$6899	0.172	\$7463	0.181	\$7854
Wrestling - HS Asst.	0.096	\$4166	0.108	\$4686	0.119	\$5164	0.124	\$5380
Wrestling - MS Head	0.093	\$4035	0.097	\$4209	0.102	\$4426	0.107	\$4643
Wrestling - MS Asst.	0.059	\$2560	0.062	\$2690	0.069	\$2994	0.076	\$3298

DEPARTMENT CHAIRPERSON

K-8								
(Art/PE/Music/Technology)	0.040	\$1736	0.045	\$1953	0.050	\$2170	0.055	\$2387
* Size 2-4	0.043	\$1866	0.048	\$2083	0.053	\$2300	0.060	\$2603
* Size 5-14	0.058	\$2517	0.063	\$2734	0.068	\$2951	0.080	\$3471
* Size over 15	0.073	\$3168	0.078	\$3384	0.083	\$3601	0.090	\$3905
** Team Leader/MS	0.050	\$2170	0.055	\$2387	0.060	\$2603	0.065	\$2820

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

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

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

* Includes vocational

** For 6th and 7th grade only, unless 8th grade using team model

MUSIC

All-District Honors Choir Dir. (grades 3-6)	0.050	\$2170						
All-District Honors Choir Asst. (grades 3-6)	0.035	\$1519						
All-District Honors Choir Accomp. (gr. 3-6)	0.020	\$868						
Career-Technical and Post Secondary Students Coordinator	0.037	\$1605						
Elementary Instrumental	0.023	\$998	0.025	\$1085	0.027	\$1172	0.029	\$1258
Elementary Vocal	0.036	\$1562	0.038	\$1649	0.040	\$1736	0.044	\$1909
Elementary Vocal/Asst.	0.015	\$651						
HS - Choir	0.026	\$1128	0.028	\$1215	0.030	\$1302	0.034	\$1475
HS - Choir Asst.	0.015	\$651						
HS - Concert Band	0.066	\$2864	0.070	\$3037	0.073	\$3168	0.076	\$3298
HS - Concert Band Asst.	0.059	\$2560	0.063	\$2734	0.066	\$2864	0.069	\$2994
HS Forte Choir	0.026	\$1128	0.028	\$1215	0.030	\$1302	0.035	\$1519
HS - Marching Band	0.120	\$5207	0.126	\$5467	0.131	\$5684	0.136	\$5901
HS - Marching Band Asst.	0.084	\$3645	0.088	\$3818	0.091	\$3949	0.096	\$4166
HS - Marching Band Percussionist (Summer)	0.030	\$1302						
HS - Marching Band Percussionist (Fall)	0.030	\$1302						
HS - Orchestra Director	0.066	\$2864	0.070	\$3037	0.073	\$3168	0.076	\$3298
HS - Pep Band	0.024	\$1041	0.026	\$1128	0.028	\$1215	0.030	\$1302
HS - Stage Band (Jazz)	0.034	\$1475	0.036	\$1562	0.038	\$1649	0.042	\$1822
HS - V.C. Choreographer	0.045	\$1953	0.050	\$2170	0.055	\$2387	0.060	\$2603
HS - Varsity Chorale	0.120	\$5207	0.126	\$5467	0.131	\$5684	0.136	\$5901
HS - Varsity Chorale Asst.	0.069	\$2994	0.073	\$3168	0.076	\$3298	0.079	\$3428
MS - Band Director	0.044	\$1909	0.046	\$1996	0.048	\$2083	0.050	\$2170
MS - Band Director Asst.	0.022	\$955	0.024	\$1041	0.026	\$1128	0.030	\$1302
MS - Choir Director	0.040	\$1736	0.042	\$1822	0.044	\$1909	0.046	\$1996
MS - Jazz Band Director	0.016	\$694						

MS - Orchestra Director	0.030	\$1302	0.032	\$1389	0.034	\$1475	0.038	\$1649
8th Grade Elite (JVC)	0.040	\$1736	0.042	\$1822	0.044	\$1909	0.046	\$1996

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

EXTRA-DUTY

African American Achievement (EL, MS, HS) Male	0.023	\$998						
African American Achievement (EL, MS, HS) Female	0.023	\$998						
Assistant Building Test Coordinator	0.0255	\$1106						
Building Climate Committee	0.0150	\$651						
Building Test Member	0.0051	\$221						
Career Awareness	0.0227	\$985						
Drug Free/Kids of Block Coordinator	0.120	\$5207						
Drug Free/Kids of Block Trainer	0.044	\$1909						
EPDC Chairperson	0.0875	\$3797						
EPDC Members	0.0725	\$3146						
Facilitator - Noncore Monitoring/Grading	0.0256	\$1111						
Library Coordinator (districtwide)	0.084	\$3645	0.088	\$3818	0.091	\$3949	0.096	\$4166
Praxis	0.034	\$1475						
Proficiency Night		Yellow Card						
Saturday School Supervsn. (EL/MS)(HS)	0.033	\$1432						
School Leadership Team Members	0.015	\$651						
Technology Staff Development Coordinator (systemwide)	0.070	\$3037						
Web Site Manager K-8	0.033	\$1432						
Web Site Manager - HS	0.048	\$2083						
Web Site Manager - Fordyce	0.048	\$2083						
Web Master (districtwide)	0.070	\$3037						
Elem - Activity Coordinator	0.150	\$6509						
Elem - After School Instructional Program	0.0007	\$30						per hour
Elem - After School Recreation	0.040	\$1736						
Elem - Bus Duty (each person)	0.030	\$1302						
Elem - Detention Duty- Before/After School (1 day/week)	0.013	\$564						
Elem - Detention Duty-Lunchtime (1 lunch period/week)	0.013	\$564						

Elem-Lunch Duty-Lunchtime half-hour increments per school day; supervision of lunch room and recess, annual supplemental	0.049	\$2126
Elem - Parking Lot Duty	0.040	\$1736
Elem - Quiz Bowl	0.023	\$998
Elem - Safety Patrol	0.040	\$1736
Elem - School Media News (TV)	0.033	\$1432
Elem - School Newspaper	0.033	\$1432
Elem - Student Council	0.040	\$1736
Elem - Student Mediation/Drug Free	0.033	\$1432
Elem - Subject Matter Competition	0.026	\$1128
Elem - Support Group	0.0026	\$113
Elem - Yearbook	0.023	\$998
HS - Academic Competition	0.060	\$2603
HS- After School Credit Recovery	0.00056	\$24
	2	
HS- After School Tutoring	0.0341	\$1480
HS - American Field Service	0.033	\$1432
HS - Art Club	0.033	\$1432
HS - Auxiliary Unit 1	0.075	\$3254
HS - Auxiliary Unit 2	0.075	\$3254
HS - Big Show Accompanist	0.048	\$2083
HS - Big Show Assistant (1)	0.054	\$2343
HS - Big Show Billboard	0.010	\$434
HS - Big Show Choreographer	0.048	\$2083
HS - Big Show Costumes	0.040	\$1736
HS - Big Show Director	0.079	\$3428
HS - Big Show Orchestra	0.048	\$2083
HS - Big Show Publicity	0.014	\$607
HS - Class Cabinet - 9th Grade Advisor	0.0101	\$438
HS - Class Cabinet - 10th Grade Advisor	0.019	\$824
HS - Class Cabinet - 11th Grade Advisor	0.0278	\$1206
HS - Class Cabinet - 12th Grade Advisor	0.0455	\$1974
HS - Cheerleading 8/9	0.043	\$1866
HS - Cheerleading Asst.	0.066	\$2864
HS - Cheerleading/ Varsity & JV	0.160	\$6943
HS - Chess Club	0.033	\$1432
HS - Culinary Arts Competition	0.0767	\$3328
HS - Culinary Arts Service Activities	0.0464	\$2013
HS - Cultural Club	0.023	\$998
HS - Dance Club	0.033	\$1432

HS - Drill Team	0.060	\$2603
HS - Educators Rising	0.023	\$998
HS - Eroom Supervision	0.150	\$6509
HS - Film and Theatre Club	0.033	\$1432
HS - Foreign Language Club	0.033	\$1432
HS - Future Business Leaders	0.023	\$998
HS - Literary Magazine EUCUYO Advisor	0.060	\$2603
HS - Literary Magazine EUCUYO Asst.	0.023	\$998
HS - National Honor Society	0.044	\$1909
HS - Newspaper/Business	0.042	\$1822
HS - Newspaper/Editorial	0.150	\$6509
HS - Panther Academy Grading (content area)	0.0256	\$1111
HS - Panther Academy Tutoring (content area)	0.0767	\$3328
HS - Play Coach	0.042	\$1822
HS - Poetry Club	0.023	\$998
HS - Political Affairs Club	0.010	\$434
HS - Publicity News	0.0345	\$1497
HS - Recycle Club (SAVE)	0.023	\$998
HS - Robotics	0.033	\$1432
HS - SADD Chapter (Stand Up)	0.023	\$998
HS - Scenery Des./Big Show	0.033	\$1432
HS - Scenery Design/Play	0.033	\$1432
HS - School Media News (TV)	0.033	\$1432
HS - Ski Club	0.010	\$434
HS - Speech/Debate Activities	0.042	\$1822
HS - Student Academic Mentorship	0.030	\$1302
HS - Student Council	0.070	\$3037
HS - Student Mediation/Drug Free	0.033	\$1432
HS - Subject Matter Competition	0.014	\$607
HS - Talent Show Director	0.042	\$1822
HS - Voices of New Life Director	0.042	\$1822
HS - Voices of New Life Assistant	0.033	\$1432
HS - Weight Room Supervisor	0.173	\$7507
HS - Yearbook/Business	0.0336	\$1458
HS - Yearbook/Editorial	0.120	\$5207
HS - Yearbook/Video	0.070	\$3037
MS - AV Club	0.023	\$998
MS - Activity Coordinator	0.150	\$6509
MS - After School Recreation	0.040	\$1736
MS - Cheerleading	0.043	\$1866
MS - Chess Club	0.023	\$998
MS - 6th Grade ClassTrip Coord.	0.020	\$868

MS - 7th Grade Class Trip Coord.	0.020	\$868						
MS - 8th Grade Class Trip Coord.	0.020	\$868						
MS - Computer Club	0.023	\$998						
MS - Dramatics	0.023	\$998						
MS - Enrichment Instruction	0.0007	\$30	per hour					
MS - Intramural Director	0.033	\$1432						
MS - Literary Magazine	0.040	\$1736						
MS - Media School News	0.033	\$1432						
MS - National Junior Honor Society	0.022	\$955						
MS - School Media News (TV)	0.033	\$1432						
MS - School Newspaper	0.040	\$1736						
MS - Stage Crew	0.023	\$998						
MS - Student Council	0.040	\$1736						
MS - Student Mediation	0.033	\$1432						
MS - Subject Matter Competition	0.014	\$607						
MS - Yearbook Advisor	0.033	\$1432						
Resident Educator	0.045		0.045	\$1953	0.040	\$1736	0.040	\$1736
		\$1,953						
Yoga	0.0227	\$ 985						

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

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

APPENDIX B

**EUCLID PUBLIC SCHOOLS
SUPPLEMENTAL SALARY SCHEDULES
INCLUDES ATHLETIC DEPARTMENT, DEPARTMENT CHAIR, MUSIC, AND EXTRA DUTY
2022-2023**

	A		B		C		D	
ATHLETIC (Athletic Supplementals are for Male and Female Sports)								
Athletic Director MS Asst.	0.147	\$6522	0.159	\$7054	0.170	\$7542	0.180	\$7986
Baseball - HS Head	0.118	\$5235	0.129	\$5723	0.139	\$6167	0.155	\$6877
Baseball - HS Asst.	0.075	\$3328	0.083	\$3682	0.093	\$4126	0.103	\$4570
Baseball - MS Head	0.075	\$3328	0.079	\$3505	0.083	\$3682	0.087	\$3860
Baseball - MS Asst.	0.050	\$2218	0.053	\$2351	0.055	\$2440	0.057	\$2529
Basketball - HS Head	0.159	\$7054	0.167	\$7409	0.177	\$7853	0.192	\$8518
Basketball - HS Asst.	0.106	\$4703	0.112	\$4969	0.117	\$5191	0.122	\$5413
Basketball - MS Head	0.106	\$4703	0.112	\$4969	0.117	\$5191	0.122	\$5413
Basketball - MS Asst.	0.071	\$3150	0.075	\$3328	0.078	\$3461	0.081	\$3594
Bowling - HS Head	0.152	\$6744	0.159	\$7054	0.172	\$7631	0.181	\$8030
Cross Country - HS Head	0.079	\$3505	0.087	\$3860	0.096	\$4259	0.109	\$4836
Cross Country - HS Asst.	0.056	\$2485	0.063	\$2795	0.067	\$2973	0.076	\$3372
Cross Country - MS Head	0.052	\$2307	0.058	\$2573	0.065	\$2884	0.070	\$3106
Cross Country - MS Asst.	0.042	\$1863	0.048	\$2130	0.054	\$2396	0.060	\$2662
Faculty Manager - HS	0.187	\$8297	0.196	\$8696	0.212	\$9406	0.227	\$10071
Faculty Manager - MS	0.103	\$4570	0.110	\$4880	0.117	\$5191	0.124	\$5502
Football - HS Head	0.190	\$8430	0.203	\$9007	0.215	\$9539	0.224	\$9938
Football - HS Asst.	0.130	\$5768	0.141	\$6256	0.152	\$6744	0.160	\$7099
Football - MS Head	0.120	\$5324	0.125	\$5546	0.130	\$5768	0.135	\$5990
Football - MS Asst.	0.075	\$3328	0.080	\$3549	0.088	\$3904	0.096	\$4259
Football Equip. Mgr. - HS	0.045	\$1997	0.050	\$2218	0.060	\$2662	0.070	\$3106
Gymnastics - Head	0.101	\$4481	0.112	\$4969	0.122	\$5413	0.132	\$5856
Gymnastics - Asst.	0.064	\$2839	0.074	\$3283	0.084	\$3727	0.094	\$4170
Golf - HS Head	0.075	\$3328	0.083	\$3682	0.092	\$4082	0.106	\$4703
Golf - HS Asst.	0.050	\$2218	0.053	\$2351	0.055	\$2440	0.057	\$2529
Hockey - HS Head	0.117	\$5191	0.125	\$5546	0.132	\$5856	0.145	\$6433
Hockey - HS Asst.	0.078	\$3461	0.085	\$3771	0.092	\$4082	0.099	\$4392
Soccer - HS Head	0.097	\$4304	0.102	\$4525	0.116	\$5147	0.120	\$5324
Soccer - HS Asst.	0.068	\$3017	0.071	\$3150	0.075	\$3328	0.082	\$3638

Softball - HS Head	0.118	\$5235	0.129	\$5723	0.139	\$6167	0.155	\$6877
Softball - HS Asst.	0.075	\$3328	0.083	\$3682	0.093	\$4126	0.103	\$4570
Softball - MS Head	0.075	\$3328	0.081	\$3594	0.088	\$3904	0.092	\$4082
Softball - MS Asst.	0.050	\$2218	0.053	\$2351	0.055	\$2440	0.057	\$2529
Swimming - HS Head	0.152	\$6744	0.159	\$7054	0.172	\$7631	0.181	\$8030
Swimming - HS Asst.	0.096	\$4259	0.108	\$4792	0.119	\$5280	0.124	\$5502
Swimming - HS Diving	0.081	\$3594	0.093	\$4126	0.104	\$4614	0.113	\$5013
Swimming - MS Head	0.096	\$4259	0.108	\$4792	0.119	\$5280	0.124	\$5502
Swimming - MS Assistant	0.059	\$2618	0.062	\$2751	0.069	\$3061	0.076	\$3372
Tennis - HS Head	0.079	\$3505	0.085	\$3771	0.095	\$4215	0.107	\$4747
Tennis - HS Asst.	0.052	\$2307	0.060	\$2662	0.069	\$3061	0.075	\$3328
Tennis - MS Head	0.052	\$2307	0.056	\$2485	0.065	\$2884	0.070	\$3106
Track - Spring - HS Head	0.114	\$5058	0.125	\$5546	0.135	\$5990	0.150	\$6655
Track - Spring - HS Asst.	0.075	\$3328	0.083	\$3682	0.093	\$4126	0.103	\$4570
Track - MS Head	0.075	\$3328	0.081	\$3594	0.088	\$3904	0.092	\$4082
Track - MS Asst.	0.050	\$2218	0.055	\$2440	0.062	\$2751	0.066	\$2928
Track - Winter - HS Head	0.070	\$3106	0.074	\$3283	0.077	\$3416	0.080	\$3549
Track - Winter - HS Asst.	0.051	\$2263	0.054	\$2396	0.056	\$2485	0.058	\$2573
Volleyball - HS Head	0.099	\$4392	0.109	\$4836	0.118	\$5235	0.129	\$5723
Volleyball - HS Asst.	0.064	\$2839	0.074	\$3283	0.082	\$3638	0.094	\$4170
Volleyball - MS Head	0.063	\$2795	0.070	\$3106	0.072	\$3194	0.077	\$3416
Volleyball - MS Asst.	0.045	\$1997	0.049	\$2174	0.055	\$2440	0.060	\$2662
Wrestling - HS Head	0.146	\$6478	0.159	\$7054	0.172	\$7631	0.181	\$8030
Wrestling - HS Asst.	0.096	\$4259	0.108	\$4792	0.119	\$5280	0.124	\$5502
Wrestling - MS Head	0.093	\$4126	0.097	\$4304	0.102	\$4525	0.107	\$4747
Wrestling - MS Asst.	0.059	\$2618	0.062	\$2751	0.069	\$3061	0.076	\$3372

DEPARTMENT CHAIRPERSON

K-8								
(Art/PE/Music/Technology)	0.040	\$1775	0.045	\$1997	0.050	\$2218	0.055	\$2440
* Size 2-4	0.043	\$1908	0.048	\$2130	0.053	\$2351	0.060	\$2662
* Size 5-14	0.058	\$2573	0.063	\$2795	0.068	\$3017	0.080	\$3549
* Size over 15	0.073	\$3239	0.078	\$3461	0.083	\$3682	0.090	\$3993
** Team Leader/MS	0.050	\$2218	0.055	\$2440	0.060	\$2662	0.065	\$2884

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

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

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

* Includes vocational

** For 6th and 7th grade only, unless 8th grade using team model

MUSIC

All-District Honors Choir Dir. (grades 3-6)	0.050	\$2218						
All-District Honors Choir Asst. (grades 3-6)	0.035	\$1553						
All-District Honors Choir Accomp. (gr. 3-6)	0.020	\$887						
Career-Technical and Post Secondary Students Coordinator	0.037	\$1642						
Elementary Instrumental	0.023	\$1020	0.025	\$1109	0.027	\$1198	0.029	\$1287
Elementary Vocal	0.036	\$1597	0.038	\$1686	0.040	\$1775	0.044	\$1952
Elementary Vocal/Asst.	0.015	\$666						
HS - Choir	0.026	\$1154	0.028	\$1242	0.030	\$1331	0.034	\$1508
HS - Choir Asst.	0.015	\$666						
HS - Concert Band	0.066	\$2928	0.070	\$3106	0.073	\$3239	0.076	\$3372
HS - Concert Band Asst.	0.059	\$2618	0.063	\$2795	0.066	\$2928	0.069	\$3061
HS Forte Choir	0.026	\$1154	0.028	\$1242	0.030	\$1331	0.035	\$1553
HS - Marching Band	0.120	\$5324	0.126	\$5590	0.131	\$5812	0.136	\$6034
HS - Marching Band Asst.	0.084	\$3727	0.088	\$3904	0.091	\$4037	0.096	\$4259
HS - Marching Band Percussionist (Summer)	0.030	\$1331						
HS - Marching Band Percussionist (Fall)	0.030	\$1331						
HS - Orchestra Director	0.066	\$2928	0.070	\$3106	0.073	\$3239	0.076	\$3372
HS - Pep Band	0.024	\$1065	0.026	\$1154	0.028	\$1242	0.030	\$1331
HS - Stage Band (Jazz)	0.034	\$1508	0.036	\$1597	0.038	\$1686	0.042	\$1863
HS - V.C. Choreographer	0.045	\$1997	0.050	\$2218	0.055	\$2440	0.060	\$2662
HS - Varsity Chorale	0.120	\$5324	0.126	\$5590	0.131	\$5812	0.136	\$6034
HS - Varsity Chorale Asst.	0.069	\$3061	0.073	\$3239	0.076	\$3372	0.079	\$3505
MS - Band Director	0.044	\$1952	0.046	\$2041	0.048	\$2130	0.050	\$2218
MS - Band Director Asst.	0.022	\$976	0.024	\$1065	0.026	\$1154	0.030	\$1331
MS - Choir Director	0.040	\$1775	0.042	\$1863	0.044	\$1952	0.046	\$2041
MS - Jazz Band Director	0.016	\$710						
MS - Orchestra Director	0.030	\$1331	0.032	\$1420	0.034	\$1508	0.038	\$1686
8th Grade Elite (JVC)	0.040	\$1775	0.042	\$1863	0.044	\$1952	0.046	\$2041

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

EXTRA-DUTY

African American Achievement (EL, MS, HS) Male	0.023	\$1020					
African American Achievement (EL, MS, HS) Female	0.023	\$1020					
Assistant Building Test Coordinator	0.0255	\$1131					
Building Climate Committee	0.0150	\$666					
Building Test Member	0.0051	\$226					
Career Awareness	0.0227	\$1007					
Drug Free/Kids of Block Coordinator	0.120	\$5324					
Drug Free/Kids of Block Trainer	0.044	\$1952					
EPDC Chairperson	0.0875	\$3882					
EPDC Members	0.0725	\$3217					
Facilitator - Noncore Monitoring/ Grading	0.0256	\$1136					
Library Coordinator (districtwide)	0.084	\$3727	0.088	\$3904	0.091	\$4037	0.096 \$4259
Praxis	0.034	\$1508					
Proficiency Night		Yellow Card					
Saturday School Supervsn. (EL/MS)(HS)	0.033	\$1464					
School Leadership Team Members	0.015	\$666					
Technology Staff Development Coordinator (systemwide)	0.070	\$3106					
Web Site Manager K-8	0.033	\$1464					
Web Site Manager - HS	0.048	\$2130					
Web Site Manager - Fordyce	0.048	\$2130					
Web Master (districtwide)	0.070	\$3106					
Elem - Activity Coordinator	0.150	\$6655					
Elem - After School Instructional Program	0.0007	\$31					per hour
Elem - After School Recreation	0.040	\$1775					
Elem - Bus Duty (each person)	0.030	\$1331					
Elem - Detention Duty-Before/After School (1 day/week)	0.013	\$577					
Elem - Detention Duty-Lunchtime (1 lunch period/week)	0.013	\$577					
Elem-Lunch Duty-Lunchtime half-hour increments per school day; supervision of lunch room and recess, annual supplemental	0.049	\$2174					
Elem - Parking Lot Duty	0.040	\$1775					
Elem - Quiz Bowl	0.023	\$1020					
Elem - Safety Patrol	0.040	\$1775					
Elem - School Media News (TV)	0.033	\$1464					

Elem - School Newspaper	0.033	\$1464
Elem - Student Council	0.040	\$1775
Elem - Student Mediation/Drug Free	0.033	\$1464
Elem - Subject Matter Competition	0.026	\$1154
Elem - Support Group	0.0026	\$115
Elem - Yearbook	0.023	\$1020
HS - Academic Competition	0.060	\$2662
HS- After School Credit Recovery	0.000562	\$25
HS- After School Tutoring	0.0341	\$1513
HS - American Field Service	0.033	\$1464
HS - Art Club	0.033	\$1464
HS - Auxiliary Unit 1	0.075	\$3328
HS - Auxiliary Unit 2	0.075	\$3328
HS - Big Show Accompanist	0.048	\$2130
HS - Big Show Assistant (1)	0.054	\$2396
HS - Big Show Billboard	0.010	\$444
HS - Big Show Choreographer	0.048	\$2130
HS - Big Show Costumes	0.040	\$1775
HS - Big Show Director	0.079	\$3505
HS - Big Show Orchestra	0.048	\$2130
HS - Big Show Publicity	0.014	\$621
HS - Class Cabinet - 9th Grade Advisor	0.0101	\$448
HS - Class Cabinet - 10th Grade Advisor	0.019	\$843
HS - Class Cabinet - 11th Grade Advisor	0.0278	\$1233
HS - Class Cabinet - 12th Grade Advisor	0.0455	\$2019
HS - Cheerleading 8/9	0.043	\$1908
HS - Cheerleading Asst.	0.066	\$2928
HS - Cheerleading/ Varsity & JV	0.160	\$7099
HS - Chess Club	0.033	\$1464
HS - Culinary Arts Competition	0.0767	\$3403
HS - Culinary Arts Service Activities	0.0464	\$2059
HS - Cultural Club	0.023	\$1020
HS - Dance Club	0.033	\$1464
HS - Drill Team	0.060	\$2662
HS - Educators Rising	0.023	\$1020
HS - Eroom Supervision	0.150	\$6655
HS - Film and Theatre Club	0.033	\$1464
HS - Foreign Language Club	0.033	\$1464
HS - Future Business Leaders	0.023	\$1020
HS - Literary Magazine EUCUYO Advisor	0.060	\$2662
HS - Literary Magazine EUCUYO Asst.	0.023	\$1020

HS - National Honor Society	0.044	\$1952	
HS - Newspaper/Business	0.042	\$1863	
HS - Newspaper/Editorial	0.150	\$6655	
HS - Panther Academy Grading (content area)	0.0256	\$1136	
HS - Panther Academy Tutoring (content area)	0.0767	\$3403	
HS - Play Coach	0.042	\$1863	
HS - Poetry Club	0.023	\$1020	
HS - Political Affairs Club	0.010	\$444	
HS - Publicity News	0.0345	\$1531	
HS - Recycle Club (SAVE)	0.023	\$1020	
HS - Robotics	0.033	\$1464	
HS - SADD Chapter (Stand Up)	0.023	\$1020	
HS - Scenery Des./Big Show	0.033	\$1464	
HS - Scenery Design/Play	0.033	\$1464	
HS - School Media News (TV)	0.033	\$1464	
HS - Ski Club	0.010	\$444	
HS - Speech/Debate Activities	0.042	\$1863	
HS - Student Academic Mentorship	0.030	\$1331	
HS - Student Council	0.070	\$3106	
HS - Student Mediation/Drug Free	0.033	\$1464	
HS - Subject Matter Competition	0.014	\$621	
HS - Talent Show Director	0.042	\$1863	
HS - Voices of New Life Director	0.042	\$1863	
HS - Voices of New Life Assistant	0.033	\$1464	
HS - Weight Room Supervisor	0.173	\$7675	
HS - Yearbook/Business	0.0336	\$1491	
HS - Yearbook/Editorial	0.120	\$5324	
HS - Yearbook/Video	0.070	\$3106	
MS - AV Club	0.023	\$1020	
MS - Activity Coordinator	0.150	\$6655	
MS - After School Recreation	0.040	\$1775	
MS - Cheerleading	0.043	\$1908	
MS - Chess Club	0.023	\$1020	
MS - 6th Grade Class Trip Coord.	0.020	\$887	
MS - 7th Grade Class Trip Coord.	0.020	\$887	
MS - 8th Grade Class Trip Coord.	0.020	\$887	
MS - Computer Club	0.023	\$1020	
MS - Dramatics	0.023	\$1020	
MS - Enrichment Instruction	0.0007	\$31	per hour
MS - Intramural Director	0.033	\$1464	
MS - Literary Magazine	0.040	\$1775	
MS - Media School News	0.033	\$1464	
MS - National Junior Honor Society	0.022	\$976	
MS - School Media News (TV)	0.033	\$1464	
MS - School Newspaper	0.040	\$1775	

MS - Stage Crew	0.023	\$1020						
MS - Student Council	0.040	\$1775						
MS - Student Mediation	0.033	\$1464						
MS - Subject Matter Competition	0.014	\$621						
MS - Yearbook Advisor	0.033	\$1464						
Resident Educator	0.045	\$1,997	0.045	\$1997	0.040	\$1775	0.040	\$1775
Yoga	0.0227	\$1,007						

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

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

APPENDIX B

EUCLID PUBLIC SCHOOLS SUPPLEMENTAL SALARY SCHEDULES INCLUDES ATHLETIC DEPARTMENT, DEPARTMENT CHAIR, MUSIC, AND EXTRA DUTY 2023-2024

	A		B		C		D	
ATHLETIC (Athletic Supplementals are for Male and Female Sports)								
Athletic Director MS Asst.	0.147	\$6685	0.159	\$7231	0.170	\$7731	0.180	\$8186
Baseball - HS Head	0.118	\$5366	0.129	\$5866	0.139	\$6321	0.155	\$7049
Baseball - HS Asst.	0.075	\$3411	0.083	\$3775	0.093	\$4229	0.103	\$4684
Baseball - MS Head	0.075	\$3411	0.079	\$3593	0.083	\$3775	0.087	\$3956
Baseball - MS Asst.	0.050	\$2274	0.053	\$2410	0.055	\$2501	0.057	\$2592
Basketball - HS Head	0.159	\$7231	0.167	\$7594	0.177	\$8049	0.192	\$8731
Basketball - HS Asst.	0.106	\$4820	0.112	\$5093	0.117	\$5321	0.122	\$5548
Basketball - MS Head	0.106	\$4820	0.112	\$5093	0.117	\$5321	0.122	\$5548
Basketball - MS Asst.	0.071	\$3229	0.075	\$3411	0.078	\$3547	0.081	\$3684
Bowling - HS Head	0.152	\$6912	0.159	\$7231	0.172	\$7822	0.181	\$8231
Cross Country - HS Head	0.079	\$3593	0.087	\$3956	0.096	\$4366	0.109	\$4957
Cross Country - HS Asst.	0.056	\$2547	0.063	\$2865	0.067	\$3047	0.076	\$3456
Cross Country - MS Head	0.052	\$2365	0.058	\$2638	0.065	\$2956	0.070	\$3183
Cross Country - MS Asst.	0.042	\$1910	0.048	\$2183	0.054	\$2456	0.060	\$2729
Faculty Manager - HS	0.187	\$8504	0.196	\$8913	0.212	\$9641	0.227	\$10323
Faculty Manager - MS	0.103	\$4684	0.110	\$5002	0.117	\$5321	0.124	\$5639
Football - HS Head	0.190	\$8640	0.203	\$9232	0.215	\$9777	0.224	\$10187
Football - HS Asst.	0.130	\$5912	0.141	\$6412	0.152	\$6912	0.160	\$7276
Football - MS Head	0.120	\$5457	0.125	\$5685	0.130	\$5912	0.135	\$6139
Football - MS Asst.	0.075	\$3411	0.080	\$3638	0.088	\$4002	0.096	\$4366
Football Equip. Mgr. - HS	0.045	\$2046	0.050	\$2274	0.060	\$2729	0.070	\$3183
Gymnastics - Head	0.101	\$4593	0.112	\$5093	0.122	\$5548	0.132	\$6003
Gymnastics - Asst.	0.064	\$2910	0.074	\$3365	0.084	\$3820	0.094	\$4275
Golf - HS Head	0.075	\$3411	0.083	\$3775	0.092	\$4184	0.106	\$4820
Golf - HS Asst.	0.050	\$2274	0.053	\$2410	0.055	\$2501	0.057	\$2592
Hockey - HS Head	0.117	\$5321	0.125	\$5685	0.132	\$6003	0.145	\$6594
Hockey - HS Asst.	0.078	\$3547	0.085	\$3865	0.092	\$4184	0.099	\$4502

Soccer - HS Head	0.097	\$4411	0.102	\$4639	0.116	\$5275	0.120	\$5457
Soccer - HS Asst.	0.068	\$3092	0.071	\$3229	0.075	\$3411	0.082	\$3729
Softball - HS Head	0.118	\$5366	0.129	\$5866	0.139	\$6321	0.155	\$7049
Softball - HS Asst.	0.075	\$3411	0.083	\$3775	0.093	\$4229	0.103	\$4684
Softball - MS Head	0.075	\$3411	0.081	\$3684	0.088	\$4002	0.092	\$4184
Softball - MS Asst.	0.050	\$2274	0.053	\$2410	0.055	\$2501	0.057	\$2592
Swimming - HS Head	0.152	\$6912	0.159	\$7231	0.172	\$7822	0.181	\$8231
Swimming - HS Asst.	0.096	\$4366	0.108	\$4911	0.119	\$5412	0.124	\$5639
Swimming - HS Diving	0.081	\$3684	0.093	\$4229	0.104	\$4730	0.113	\$5139
Swimming - MS Head	0.096	\$4366	0.108	\$4911	0.119	\$5412	0.124	\$5639
Swimming - MS Assistant	0.059	\$2683	0.062	\$2820	0.069	\$3138	0.076	\$3456
Tennis - HS Head	0.079	\$3593	0.085	\$3865	0.095	\$4320	0.107	\$4866
Tennis - HS Asst.	0.052	\$2365	0.060	\$2729	0.069	\$3138	0.075	\$3411
Tennis - MS Head	0.052	\$2365	0.056	\$2547	0.065	\$2956	0.070	\$3183
Track - Spring - HS Head	0.114	\$5184	0.125	\$5685	0.135	\$6139	0.150	\$6821
Track - Spring - HS Asst.	0.075	\$3411	0.083	\$3775	0.093	\$4229	0.103	\$4684
Track - MS Head	0.075	\$3411	0.081	\$3684	0.088	\$4002	0.092	\$4184
Track - MS Asst.	0.050	\$2274	0.055	\$2501	0.062	\$2820	0.066	\$3001
Track - Winter - HS Head	0.070	\$3183	0.074	\$3365	0.077	\$3502	0.080	\$3638
Track - Winter - HS Asst.	0.051	\$2319	0.054	\$2456	0.056	\$2547	0.058	\$2638
Volleyball - HS Head	0.099	\$4502	0.109	\$4957	0.118	\$5366	0.129	\$5866
Volleyball - HS Asst.	0.064	\$2910	0.074	\$3365	0.082	\$3729	0.094	\$4275
Volleyball - MS Head	0.063	\$2865	0.070	\$3183	0.072	\$3274	0.077	\$3502
Volleyball - MS Asst.	0.045	\$2046	0.049	\$2228	0.055	\$2501	0.060	\$2729
Wrestling - HS Head	0.146	\$6639	0.159	\$7231	0.172	\$7822	0.181	\$8231
Wrestling - HS Asst.	0.096	\$4366	0.108	\$4911	0.119	\$5412	0.124	\$5639
Wrestling - MS Head	0.093	\$4229	0.097	\$4411	0.102	\$4639	0.107	\$4866
Wrestling - MS Asst.	0.059	\$2683	0.062	\$2820	0.069	\$3138	0.076	\$3456

DEPARTMENT CHAIRPERSON

K-8 (Art/PE/Music/Technology)	0.040	\$1819	0.045	\$2046	0.050	\$2274	0.055	\$2501
* Size 2-4	0.043	\$1955	0.048	\$2183	0.053	\$2410	0.060	\$2729
* Size 5-14	0.058	\$2638	0.063	\$2865	0.068	\$3092	0.080	\$3638
* Size over 15	0.073	\$3320	0.078	\$3547	0.083	\$3775	0.090	\$4093
** Team Leader/MS	0.050	\$2274	0.055	\$2501	0.060	\$2729	0.065	\$2956

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

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

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

* Includes vocational

** For 6th and 7th grade only, unless 8th grade using team model

MUSIC

All-District Honors Choir Dir. (grades 3-6)	0.050	\$2274						
All-District Honors Choir Asst. (grades 3-6)	0.035	\$1592						
All-District Honors Choir Accomp. (gr. 3-6)	0.020	\$910						
Career-Technical and Post Secondary Students Coordinator	0.037	\$1683						
Elementary Instrumental	0.023	\$1046	0.025	\$1137	0.027	\$1228	0.029	\$1319
Elementary Vocal	0.036	\$1637	0.038	\$1728	0.040	\$1819	0.044	\$2001
Elementary Vocal/Asst.	0.015	\$682						
HS - Choir	0.026	\$1182	0.028	\$1273	0.030	\$1364	0.034	\$1546
HS - Choir Asst.	0.015	\$682						
HS - Concert Band	0.066	\$3001	0.070	\$3183	0.073	\$3320	0.076	\$3456
HS - Concert Band Asst.	0.059	\$2683	0.063	\$2865	0.066	\$3001	0.069	\$3138
HS Forte Choir	0.026	\$1182	0.028	\$1273	0.030	\$1364	0.035	\$1592
HS - Marching Band	0.120	\$5457	0.126	\$5730	0.131	\$5957	0.136	\$6185
HS - Marching Band Asst.	0.084	\$3820	0.088	\$4002	0.091	\$4138	0.096	\$4366
HS - Marching Band Percussionist (Summer)	0.030	\$1364						
HS - Marching Band Percussionist (Fall)	0.030	\$1364						
HS - Orchestra Director	0.066	\$3001	0.070	\$3183	0.073	\$3320	0.076	\$3456
HS - Pep Band	0.024	\$1091	0.026	\$1182	0.028	\$1273	0.030	\$1364
HS - Stage Band (Jazz)	0.034	\$1546	0.036	\$1637	0.038	\$1728	0.042	\$1910
HS - V.C. Choreographer	0.045	\$2046	0.050	\$2274	0.055	\$2501	0.060	\$2729
HS - Varsity Chorale	0.120	\$5457	0.126	\$5730	0.131	\$5957	0.136	\$6185
HS - Varsity Chorale Asst.	0.069	\$3138	0.073	\$3320	0.076	\$3456	0.079	\$3593
MS - Band Director	0.044	\$2001	0.046	\$2092	0.048	\$2183	0.050	\$2274
MS - Band Director Asst.	0.022	\$1000	0.024	\$1091	0.026	\$1182	0.030	\$1364
MS - Choir Director	0.040	\$1819	0.042	\$1910	0.044	\$2001	0.046	\$2092
MS - Jazz Band Director	0.016	\$728						
MS - Orchestra Director	0.030	\$1364	0.032	\$1455	0.034	\$1546	0.038	\$1728

8th Grade Elite (JVC)	0.040	\$1819	0.042	\$1910	0.044	\$2001	0.046	\$2092
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If a bargaining unit member is required to direct instrumental or vocal performances at more than two schools, compensation will be one and one-half (1-1/2) times the above index.

EXTRA-DUTY

African American Achievement (EL, MS, HS) Male	0.023	\$1046						
African American Achievement (EL, MS, HS) Female	0.023	\$1046						
Assistant Building Test Coordinator	0.0255	\$1160						
Building Climate Committee	0.0150	\$682						
Building Test Member	0.0051	\$232						
Career Awareness	0.0227	\$1032						
Drug Free/Kids of Block Coordinator	0.120	\$5457						
Drug Free/Kids of Block Trainer	0.044	\$2001						
EPDC Chairperson	0.0875	\$3979						
EPDC Members	0.0725	\$3297						
Facilitator - Noncore Monitoring/Grading	0.0256	\$1164						
Library Coordinator (districtwide)	0.084	\$3820	0.088	\$4002	0.091	\$4138	0.096	\$4366
Praxis	0.034	\$1546						
Proficiency Night		Yellow Card						
Saturday School Supervsn. (EL/MS)(HS)	0.033	\$1501						
School Leadership Team Members	0.015	\$682						
Technology Staff Development Coordinator (systemwide)	0.070	\$3183						
Web Site Manager K-8	0.033	\$1501						
Web Site Manager - HS	0.048	\$2183						
Web Site Manager - Fordyce	0.048	\$2183						
Web Master (districtwide)	0.070	\$3183						
Elem - Activity Coordinator	0.150	\$6821						
Elem - After School Instructional Program	0.0007	\$32						per hour
Elem - After School Recreation	0.040	\$1819						
Elem - Bus Duty (each person)	0.030	\$1364						
Elem - Detention Duty-Before/After School (1 day/week)	0.013	\$591						
Elem - Detention Duty-Lunchtime (1 lunch period/week)	0.013	\$591						
Elem-Lunch Duty-Lunchtime half-hour increments per school day; supervision of lunch room and recess, annual supplemental	0.049	\$2228						
Elem - Parking Lot Duty	0.040	\$1819						

Elem - Quiz Bowl	0.023	\$1046
Elem - Safety Patrol	0.040	\$1819
Elem - School Media News (TV)	0.033	\$1501
Elem - School Newspaper	0.033	\$1501
Elem - Student Council	0.040	\$1819
Elem - Student Mediation/Drug Free	0.033	\$1501
Elem - Subject Matter Competition	0.026	\$1182
Elem - Support Group	0.0026	\$118
Elem - Yearbook	0.023	\$1046
HS - Academic Competition	0.060	\$2729
HS- After School Credit Recovery	0.00056	\$26
	2	
HS- After School Tutoring	0.0341	\$1551
HS - American Field Service	0.033	\$1501
HS - Art Club	0.033	\$1501
HS - Auxiliary Unit 1	0.075	\$3411
HS - Auxiliary Unit 2	0.075	\$3411
HS - Big Show Accompanist	0.048	\$2183
HS - Big Show Assistant (1)	0.054	\$2456
HS - Big Show Billboard	0.010	\$455
HS - Big Show Choreographer	0.048	\$2183
HS - Big Show Costumes	0.040	\$1819
HS - Big Show Director	0.079	\$3593
HS - Big Show Orchestra	0.048	\$2183
HS - Big Show Publicity	0.014	\$637
HS - Class Cabinet - 9th Grade Advisor	0.0101	\$459
HS - Class Cabinet - 10th Grade Advisor	0.019	\$864
HS - Class Cabinet - 11th Grade Advisor	0.0278	\$1264
HS - Class Cabinet - 12th Grade Advisor	0.0455	\$2069
HS - Cheerleading 8/9	0.043	\$1955
HS - Cheerleading Asst.	0.066	\$3001
HS - Cheerleading/ Varsity & JV	0.160	\$7276
HS - Chess Club	0.033	\$1501
HS - Culinary Arts Competition	0.0767	\$3488
HS - Culinary Arts Service Activities	0.0464	\$2110
HS - Cultural Club	0.023	\$1046
HS - Dance Club	0.033	\$1501
HS - Drill Team	0.060	\$2729
HS - Educators Rising	0.023	\$1046
HS - Eroom Supervision	0.150	\$6821
HS - Film and Theatre Club	0.033	\$1501
HS - Foreign Language Club	0.033	\$1501
HS - Future Business Leaders	0.023	\$1046
HS - Literary Magazine EUCUYO Advisor	0.060	\$2729

HS - Literary Magazine EUCUYO Asst.	0.023	\$1046	
HS - National Honor Society	0.044	\$2001	
HS - Newspaper/Business	0.042	\$1910	
HS - Newspaper/Editorial	0.150	\$6821	
HS - Panther Academy Grading (content area)	0.0256	\$1164	
HS - Panther Academy Tutoring (content area)	0.0767	\$3488	
HS - Play Coach	0.042	\$1910	
HS - Poetry Club	0.023	\$1046	
HS - Political Affairs Club	0.010	\$455	
HS - Publicity News	0.0345	\$1569	
HS - Recycle Club (SAVE)	0.023	\$1046	
HS - Robotics	0.033	\$1501	
HS - SADD Chapter (Stand Up)	0.023	\$1046	
HS - Scenery Des./Big Show	0.033	\$1501	
HS - Scenery Design/Play	0.033	\$1501	
HS - School Media News (TV)	0.033	\$1501	
HS - Ski Club	0.010	\$455	
HS - Speech/Debate Activities	0.042	\$1910	
HS - Student Academic Mentorship	0.030	\$1364	
HS - Student Council	0.070	\$3183	
HS - Student Mediation/Drug Free	0.033	\$1501	
HS - Subject Matter Competition	0.014	\$637	
HS - Talent Show Director	0.042	\$1910	
HS - Voices of New Life Director	0.042	\$1910	
HS - Voices of New Life Assistant	0.033	\$1501	
HS - Weight Room Supervisor	0.173	\$7867	
HS - Yearbook/Business	0.0336	\$1528	
HS - Yearbook/Editorial	0.120	\$5457	
HS - Yearbook/Video	0.070	\$3183	
MS - AV Club	0.023	\$1046	
MS - Activity Coordinator	0.150	\$6821	
MS - After School Recreation	0.040	\$1819	
MS - Cheerleading	0.043	\$1955	
MS - Chess Club	0.023	\$1046	
MS - 6th Grade Class Trip Coord.	0.020	\$910	
MS - 7th Grade Class Trip Coord.	0.020	\$910	
MS - 8th Grade Class Trip Coord.	0.020	\$910	
MS - Computer Club	0.023	\$1046	
MS - Dramatics	0.023	\$1046	
MS - Enrichment Instruction	0.0007	\$32	per hour
MS - Intramural Director	0.033	\$1501	
MS - Literary Magazine	0.040	\$1819	
MS - Media School News	0.033	\$1501	
MS - National Junior Honor Society	0.022	\$1000	

MS - School Media News (TV)	0.033	\$1501						
MS - School Newspaper	0.040	\$1819						
MS - Stage Crew	0.023	\$1046						
MS - Student Council	0.040	\$1819						
MS - Student Mediation	0.033	\$1501						
MS - Subject Matter Competition	0.014	\$637						
MS - Yearbook Advisor	0.033	\$1501						
Resident Educator	0.045	\$2,046	0.045	\$2046	0.040	\$1819	0.040	\$1819
Yoga	0.0227	\$1,032						

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

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

EUCLID TEACHERS ASSOCIATION

GRIEVANCE PROCEDURE

STEP ONE

GRIEVANT _____ BUILDING _____

INFORMAL _____
(Administrator) (Date of Informal Hearing)

STEP ONE (Administrator) _____

I. STATEMENT OF GRIEVANCE

II. BASIS OF GRIEVANCE

III. ACTION REQUESTED

Grievant

Date

APPENDIX D
OBSERVATION/EVALUATION OF BUILDING SUBSTITUTE TEACHERS

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

EUCLID CITY SCHOOL
BUILDING SUBSTITUTE TEACHER EVALUATION

Building Substitute's Name: _____

School: _____

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

OVERALL RATING OF BUILDING SUBSTITUTE:

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

Comments: _____

Observation #1 completed on _____

Observation #2 completed on _____

Is employee recommended for rehire? _____

Employee's Signature _____ Date _____

Administrator's Signature _____ Date _____

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

APPENDIX E

EUCLID BOARD OF EDUCATION
RELIGIOUS HOLIDAY RELEASE FORM

Date Filed _____

Teacher

School

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

Month

Date(s)

19_____

AM

PM

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

Employee's Signature

Principal's Signature

Central Office Administrator

Rev. 5/18/95-nrd

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

FORM E1

EUCLID BOARD OF EDUCATION

RELIGIOUS HOLIDAY MAKE-UP FORM

Date(s) absent _____

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

Make-up day(s) worked: _____

Hours and explanation of work:

Activities:

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

Employee's Signature

Principal's Signature

(Forward completed form to the Central Office.)

Rev. 6/28/01 sp

Euclid City Schools
Request for Professional Development Training Compensation
Submit by May 21, 2018

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

Teachers shall have the opportunity to attend professional development training in return for compensation. For each five (5) hours attended, up to a maximum of twenty-five (25) hours per year, the teacher shall be paid at the rate set out in the current collective bargaining agreement. Teachers who qualify for such compensation shall be paid with the final check in June. The EPDC will review the Request for Professional Development Training Compensation form at the request of the Superintendent's Designee or the ETA President.

All professional development activities need documentation for verification.

All Professional Development Hours must be outside of work hours. Certificates must be attached.

A course applied to salary advancement cannot be submitted for compensation.

Name _____ Building _____
(Principal/Administrative Signature at the bottom)

<u>Training Session</u>	<u>Number of Hours</u>
Grant writing (attach copy of grant)	_____
Inservice (attach certificate of completion)	_____
Courses for Licensure (attach transcript)	_____
National Board Certification/Master Teacher (attach verification material, i.e. letter)	_____
Non-paid Mentors (attach log of services)	_____
Unpaid Workshops (attach copy of workshop participation/attendance verification)	_____
Unpaid Presentations at National conferences (attach conference brochures)	_____
Unpaid Community Work Linking School with Community, i.e. service learning (attach description of community work)	_____
Professional Study Groups (attach description and log of participation/attendance)	_____
Resident Educator yr. 1 & 2 (verification log).....	_____
Other (must be pre-approved and verified with a form of documentation)	_____
TOTAL HOURS	_____

Reviewed and approved for _____ hours

Principal/Administrator

Reviewed and approved for _____ hours

Superintendent's Designee

Please return to Superintendent's Administrative Assistant
NO LATER THAN MAY 21, 2018

Continuing Contract Profile

Teacher's Name:
Date Submitted:

School:
Grade/Subject:

I. Tenure Qualifications:

- 1. Please see attached qualifications form. Indicate the category (A or B) in which you qualify. _____
- 2. Teaching/positions held in the district during your total employment:

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

20____ -20____ ____ Total days absence
 20____ -20____ ____ Total days absence
 20____ -20____ ____ Total days absence

Comments:

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

____ Yes ____ No

II. Professional Information (Please be thorough in your responses):

1. District or building:

List committees and year in which you have served:

List and explain additional services (and year) provided to the district, such as supplemental appointments, coaching, tutoring or others. **(What do you do outside of the classroom to support your students and the district):**

2. **Do you have a Master's Degree? If so, when was it conferred? If no, please explain.** If you received your Master's Degree more than 3 years ago, state the activities you have participated in that demonstrate professional growth (i.e., workshop attendance, college coursework, best practices, conferences.):

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

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

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

III. Final Directives:

1. Please attach your **last three** teacher evaluations. Provide the final summative evaluation for the last three **evaluations; make note if gap in years you were not on the evaluation cycle** (or combination of Form C and OTES evaluations for the last three **evaluations**). **You may include any additional OTES documentation, but it is not required.**

2. Please submit this form, along with the principal's recommendation* (**confidential, sealed under separate cover**) to the Human Resources office by March 1 of the school year. This information will be forwarded to a committee comprised of 2 ETA members and 3 building principals who will review the application and make a final recommendation regarding tenure to the Superintendent.

Administrative Use Only

IV. Committee Member's Comments:

Final Recommendation of Committee:

- Recommended for Continuing Contract
 Recommended for Application Delay

Superintendent's Decision:

- Approved for Continuing Contract
 Continuing Contract Application Delayed
 Not Recommended for Continuing Contract

Superintendent's Approval

Date

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

*Principal's Recommendation Sheet attached.

Print your name on the line provided and give this sheet to your principal.

I _____ request my principal to provide a confidential recommendation for my candidacy for a Continuing Contract with the Euclid City Schools.

Principal's (or Principal's Designee) Recommendation: It is required that this be a confidential recommendation and submitted in a sealed envelope and given to the teacher to include with their application materials.

Please provide the following information in your letter of recommendation for tenure for the eligible teacher.

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

Principal: If you do not feel the teacher has reached the performance level that you can provide a positive letter of support for the candidate's recommendation for Tenure, please meet with the teacher to inform him/her that your letter will not be a recommendation of support. It would be up to the teacher at that point whether they would want to pursue the application.

TENURE QUALIFICATIONS

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

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

- 3 years of teaching within the last five years. 2 years of teaching if tenure was held with a previous district; and
- Hold the appropriate certificate or license (see below):
 - Any teacher holding a professional, permanent, or life teacher's certificate;
 - OR**
 - The teacher holds a professional educator license issued under section 3319.22 or 3319.222 or former section 3319.22 of the Revised Code or a senior professional educator license or lead professional educator license issued under section of 3319.22 of the Revised Code. **AND**
- Has completed one of the following:
 - If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in a area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;
 - If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board shall adopt.

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

- Teacher has held an educator license for at least seven year **AND**
- Teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code **AND**
- Has completed one of the following:
 - If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of coursework in the area of license or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;
 - If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt ORC 3319.08 & 3319.11

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

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

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



Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: _____ Evaluator Name: _____ Self-Directed (Accomplished) Jointly Developed (Skilled) Evaluator Guided (Developing)

Choose the Domain(s) aligned to the goal(s).			
<input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery		<input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on <i>Ohio Standards for the Teaching Profession</i>	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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



Assessment of Teacher Performance

Ohio Teacher Evaluation System

Teacher Performance Evaluation Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) <i>Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments</i>	Use of High-Quality Student Data Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Evidence Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
					understand each student's prior knowledge while supporting the student's development.
	Evidence				
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence				
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)	Planning instruction for the whole child Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
<i>Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys</i>	Element 6.4				instructional plan draws upon input from school professionals and outside resources.
	Evidence				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) <i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review</i>	Communication with students	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
	Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or	The teacher gives students substantive, specific and	The teacher gives students substantive, specific and timely feedback to support individual

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
LESSON DELIVERY <i>(continued)</i>			limited and may not always support student learning.	timely feedback to support their learning.	student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
	Evidence				
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence				
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
		instructional strategies or resources.			make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence				

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) <i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i>	Classroom routines and procedures Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
			sense of well-being but does not address them effectively.	positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence				
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) <i>Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference</i>	Use of assessments Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence				

APPENDIX I

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence				

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) <i>Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review</i>	Communication and collaboration with families Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence				
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Evidence				

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
	<p>District policies and professional responsibilities</p> <p>Element 7.1</p>	<p>The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.</p>	<p>The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.</p>	<p>The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.</p>	<p>The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.</p> <p>The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.</p>
	<p>Evidence</p> <p>Professional learning</p> <p>Element 7.2 Element 7.3</p>	<p>The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.</p>	<p>The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.</p>	<p>The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.</p>	<p>The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.</p>
	Evidence				

Walkthroughs/Informal Observations Ohio Teacher Evaluation System 2.0

Walkthrough: 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 a walkthrough by the teacher’s evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	<input type="checkbox"/> Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
<input type="checkbox"/> Instructional time is used effectively	<input type="checkbox"/> Information is presented in multiple formats
<input type="checkbox"/> Teacher combines collaborative and whole class learning opportunities	<input type="checkbox"/> Routines, procedures and transitions are consistent, effective and maximize instructional time
<input type="checkbox"/> Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	<input type="checkbox"/> Feedback is substantive, specific, timely and supports student learning
<input type="checkbox"/> Lesson makes clear and coherent connections with student prior learning and future learning	<input type="checkbox"/> Teacher selects, develops and uses multiple assessments
<input type="checkbox"/> Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	<input type="checkbox"/> Teacher uses differentiated instructional strategies and resources for groups of students
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

Evaluator Signature: _____

Photocopy to Teacher

Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

Professional Growth Plan Goal(s) Alignment:		Dates:			
Mark Domain Area(s): <input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery <input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities	Date of Observation:				
	Date of Conference:				
Focus Area(s) Comments:		Comments:			
Professional Growth Plan Goal(s):		(Goal(s) prepopulate from previous entry)			
Progress on Professional Growth Plan Goal:	<input type="checkbox"/> Progress Made		<input type="checkbox"/> Insufficient Progress Made		
	(By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)		(By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)		
Evaluator Comments:					
Teacher Comments:					
Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal		INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
• Carry forward from previous rating					

End of Cycle (Full evaluation required in the next school year)

Check here if Improvement Plan has been recommended.

Teacher Signature _____

Date _____

Evaluator Signature _____

Date _____

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on <i>Ohio Standards for the Teaching Profession</i>	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher’s Signature: _____

Date: _____

Evaluator’s Signature: _____

Date: _____

The evaluator’s signature on this form verifies 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 will be one of the following.

- 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 the recommended action.

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

CRITERIA FOR HQSD

- **Align to learning standards**
- **Measure what is intended to be measured**
- **Not offend or be driven by bias**
- **Be attributable to the specific teacher for course(s) and grade level(s) taught**
- **Demonstrate evidence of student learning (achievement and/or academic growth)**
- **Follow protocols for administration and scoring**
- **Provide trustworthy results**

ATHLETIC COACH EVALUATION FORM

APPENDIX J

Coach _____

Employee ID # _____

School _____

Date _____

Sport/Level _____

Years Experience in Sport _____

Standard 1 – Coaches are committed to their student-athletes and to their teams

Please check the appropriate category. Comments must be provided for unsatisfactory evaluations. **Satisfactory** **Needs Improvement** **Unsatisfactory**

- | | | Needs | |
|--|--------------------------|--------------------------|--------------------------|
| | Satisfactory | Improvement | Unsatisfactory |
| 1. Recruits and encourages participation among students in the school. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is cognizant of the academic performance of student-athletes. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Promotes positive character and citizenship in student-athletes. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Develops and implements clear expectations and standards for student-athletes. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Applies a comprehensive knowledge of health and safety guidelines and procedures. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

Standard 2 – Coaches are knowledgeable in the sport and effectively provide instruction to their student-athletes.

Please check the appropriate category. Comments must be provided for unsatisfactory evaluations. **Satisfactory** **Needs Improvement** **Unsatisfactory**

- | | | Needs | |
|---|--------------------------|--------------------------|--------------------------|
| | Satisfactory | Improvement | Unsatisfactory |
| 1. Implements ECS and OHSAA guidelines and regulations. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Exhibits knowledge of the sport, including skills and strategies. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Ensures that all student-athletes and parents are informed of expectations and procedures. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Provides appropriate guidance and support to student-athletes during the college recruiting process. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

Standard 3 – Coaches effectively manage their program and establish positive relationships with stakeholders.

Please check the appropriate category. Comments must be provided for unsatisfactory evaluations. **Satisfactory** **Needs Improvement** **Unsatisfactory**

- | | | Needs | |
|--|--------------------------|--------------------------|--------------------------|
| | Satisfactory | Improvement | Unsatisfactory |
| 1. Communicates effectively and appropriately with students, parents and staff. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Plans team events and activities in conjunction with school administrators During the season. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Promotes their sport/program in the school. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Provides appropriate supervision before, during and after all team activities. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

Standard 4 – Coaches continuously assess the progress of their student-athletes and teams, analyze results, and make appropriate accommodations to improve individual and team achievement.

Needs

Please check the appropriate category. Comments must be provided for unsatisfactory evaluations. Satisfactory Improvement Unsatisfactory

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 1. Plans and prepares for practices and contests throughout the season. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Develops strategies to promote the highest level of success for the team and individual student-athletes | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Maintains appropriate team statistics and records. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Provides feedback of team and individual performance before, during, and after the season. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

Standard 5 – Coaches are committed to continuous improvement and professional development.

Needs

Please check the appropriate category. Comments must be provided for unsatisfactory evaluations. Satisfactory Improvement Unsatisfactory

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 1. Promotes and models a high level of sportsmanship. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Maintains current certification standards. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Engages in professional development activities. (i.e., clinics, conferences, certifications, courses). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Attends school preseason and postseason coaches meetings. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Compiles and maintains an accurate inventory and collection of equipment, uniforms, and supplies. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

Standard 6 – Coaches exhibit a high degree of professionalism.

Needs

Please check the appropriate category. Comments must be provided for unsatisfactory evaluations. Satisfactory Improvement Unsatisfactory

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 1. Exhibits appropriate appearance and behavior. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Interacts appropriately with head coach, assistant coach(es), and/or Volunteer coach(es). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Ensures that all necessary paperwork and forms are accurate and complete prior to deadlines. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Implements school procedures and guidelines for procurement and fundraising. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

Overall Performance Evaluation:

- Satisfactory Needs Improvement Unsatisfactory

Comments/Season Accomplishments:

_____ <i>Signature, Principal</i>	_____ <i>Date</i>	_____ <i>Signature, Athletic Director</i>	_____ <i>Date</i>
--------------------------------------	----------------------	--	----------------------

Coach's Comments:

_____ <i>Signature, Coach</i>	_____ <i>Date</i>	(My signing this evaluation does not necessarily indicate that I agree with the content)
----------------------------------	----------------------	--

Supplemental Evaluation (For Clubs and Organizations)

Evaluator _____

School Year _____

Number of years as advisor _____

Scale:

- | | |
|-----|----------------------------|
| N/O | Not Observed |
| 1 | Does not meet expectations |
| 2 | Meets expectations |
| 3 | Exceed Expectations |

PROFESSIONAL AND PUBLIC RELATIONS

1. _____ Communicates effectively with students, parents and staff.
2. _____ Exhibits professional behavior and conduct when in advisory positions.
3. _____ Promotes the overall club or organization positively to school.

ORGANIZATIONAL SKILLS

4. _____ Coordinates activities and events for club or organization.
5. _____ Has scheduled meeting times with members.
6. _____ Involves students with decisions and responsibilities of the organization.
7. _____ Follows procedures and guidelines for procurement and fundraising.

SUBJECT KNOWLEDGE

8. _____ Demonstrates ability to lead students in this activity.

GENERAL EFFECTIVENESS

9. _____ Effectively supervises students.
10. _____ Cares for and maintains school equipment when applicable.

Evaluator's Comments: (Comments must be provided for any ratings of 1)

Advisor's Comments:

A conference was held on _____ at _____ to discuss this evaluation.

Evaluator

Advisor (My signing this evaluation does not necessarily indicate that I agree with the content)

Date

Date

LEGACY AGENCY FEE

In accordance with Article 13.14 of the 2017-2021 negotiated agreement, the parties agree to maintain as a Legacy Document in this Appendix [TBD] the Agency Fee provisions contained in the negotiated agreement immediately prior to the U.S. Supreme Court decision in *Janus v. American Federation of State, County, and Municipal Employees, Council 31*. The parties agree to maintain this Legacy Document in the event there is a change in law that will allow for this language to be placed back into the contract and be implemented.

In the event there is such a change in law, the parties shall negotiate to agreement, any necessary changes to this legacy document prior to the document being placed back into the negotiated agreement.

13.14 Agency Fee

13.14.1 Payroll Deduction of Agency Fee

The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, an agency fee for the Association's representation of such nonmembers during the term of this contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

13.14.2 Notification of the Amount of Agency Fee

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

13.14.3 Schedule of Agency Fee Payors

13.14.3.1 All Agency Fee Payors

Payroll deduction of such annual agency fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the

later of: (1) sixty (60) days employment in a bargaining unit position which shall be the required probationary period or (2) January 15. The ETA President or designee shall advise the Board treasurer of those bargaining unit members who are agency fee payors.

13.14.3.2 Upon Termination of Membership during the Membership Year

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

13.14.4 Transmittal of Deductions

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

13.14.5 Procedure for Rebate

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

13.14.6 Entitlement to Rebate

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

13.14.7 Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agrees to defend and indemnify the Employer, including the Board, its officers, members,

agents, and employee(s) who implements the deduction, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- 13.14.7.1** When possible, the Association shall be given a ten (10) day written notice of any claim made or action filed against the Employer by a nonmember for which indemnification may be claimed;
- 13.14.7.2** The Association shall reserve the right to designate counsel to represent and defend the Employer;
- 13.14.7.3** The Employer agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- 13.14.7.4** The Employer acted in good faith compliance with the agency fee provision of this Contract; however, there shall be no indemnification of the Employer if the Employer intentionally or willfully fails to apply (except due to court order) or misapplies such agency fee provision herein.