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MASTER CONTRACT

between the

ELYRIA BOARD OF EDUCATION

and the

ELYRIA EDUCATION ASSOCIATION

August 1, 2023 through July 31, 2026

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ARTICLE I – RECOGNITION AND NEGOTIATIONS PROCEDURES

A. Recognition

1. The Elyria City Schools Board of Education, hereafter referred to as the Board, recognizes the Elyria Education Association, Inc., an OEA/NEA affiliate, hereafter referred to as the Association, as the sole and exclusive representative for all staff certificated under Ohio laws and regulations governing teacher education and certification employed by the Board under a regular written contract which shall include: teachers, school counselors, media specialists, psychologists, home school liaisons, school nurses, social workers, speech and language pathologists, ROTC Instructors, long-term substitutes, building substitutes, instructional coaches, occupational therapists, physical therapists, Nurse R.N. and tutors, and shall exclude casual substitutes and district substitutes.

2. Administrative personnel excluded from the bargaining unit shall include: superintendent, associate superintendent(s), director of human resources, director(s), administrative assistant(s), principal(s), coordinator(s), supervisor(s), assistant principal(s), assistant director(s), and business manager.

3. Such recognition shall be for the purposes of bargaining collectively in all matters as they affect wages, hours or terms and other conditions of employment and the continuation, modification, or deletion of the existing provisions of this collective bargaining agreement except as otherwise specified in this Agreement.

   A long term substitute is a teacher who is employed to fill a specific opening for a consecutive period of more than sixty days resulting when (1) a teacher is granted a leave of absence; (2) a teacher resigns after August 1 during the school year (as defined in ORC Section 3313.62); or (3) a teacher's contract is terminated during the school year. For the purposes of determining whether an employee has worked for more than sixty consecutive days, absences due to illness shall not be considered as a break in consecutive days, nor shall such days be considered days worked for determining whether the employee has worked more than sixty days under this definition.

   A building substitute is defined as a teacher who is regularly assigned to a specific building or buildings for a school year as a substitute.

4. The Board will notify the EEA President(s) when it creates a new position and will provide the President(s) with a copy of the job description and whether or not the Board considers the position to be a bargaining unit position. If the EEA disagrees with the Board's determination, it shall request a meeting within five (5) school days or five (5) calendar days if school is not in session of the notification, meet with the Superintendent/designee to discuss the matter. If no resolution is reached within five school or calendar days, as appropriate, of the meeting, the EEA may demand to arbitrate the issue in accordance with the provisions set forth in Article

III, Section J, Step Three. The hearing shall be held in accordance with the AAA expedited arbitration rules.

The criteria to be used for determining whether or not the position shall be included in the bargaining unit shall be: (1) community of interest with the bargaining unit; (2) supervisory responsibilities with regard to directing, evaluating, hiring or firing bargaining unit members; (3) requirement of an administrative certification under Ohio law; (4) wages; (5) hours; (6) other working conditions; and (7) the District's administrative structure.

5. All work currently performed by bargaining unit members shall be deemed bargaining unit work. When certified applicants are not available, the assignment may be temporarily filled by a substitute and the position will remain posted until filled by a bargaining unit member.

6. Substitute Teachers

The administration shall attempt to obtain substitutes for all absent regular classroom teachers, Special Education classroom teachers, and teachers of elementary Art, Music, and Physical Education. The provisions for substitutes as defined in the item Supplemental Pay for Substitute Work shall apply when substitutes are not secured.

In order to minimize the occasions that enough substitutes cannot be secured, the administration shall maintain an adequate pool of substitutes through the school year.

The bargaining unit member may request through the principal or designee that a particular substitute be returned or not be returned to his/her classroom. Such request shall be in writing stating documentable reasons for the request and a copy shall be forwarded to the director of human resources.

The bargaining unit member shall make available for use of the substitute teacher lesson plans and any other information or materials which will be helpful in carrying out the specific duties of the assignment. These materials will be made accessible to the substitute teacher in accordance with procedures established by the building principal.

Copies of the substitute teacher's report form shall be given to the teacher and the principal.

7. Tutors

Tutors employed by the Board have duties and responsibilities which differ from those of teachers in many ways and shall be employed under annual tutor limited contracts for the number of days specified in each tutor's contract.

The following Articles and Sections only shall apply to tutors:

Article I
Section B.3 Superintendent-EEA Liaison

Article IV
Section B.2. Non-Renewal Procedures

Article V
Section I. School Calendar

Article VI
Section A. Summer School
B. Home Instruction

Article VII
Section D. Related Teachers

Article VIII
Section A. Reduction in Personnel – (Within their own area) Tutors shall be on a separate seniority list for purpose of Reduction in Force after serving a one (1) year probationary period. Tutor seniority shall be determined by the length of continuous service of the individual tutor in the bargaining unit. Tutors shall be eligible for rehire only to like positions following a contract non-renewal. If two or more tutors have the same length of continuous service, then seniority will be determined by

A. Date of the Board Meeting at which the tutor was hired.
B. The date on which the tutor submitted a completed job application.
C. By lot.

Article IX
Section A. Bargaining Unit Member Evaluation

Article X
Section B. Court Duty Leave (Auxiliary only)
C. Sick Leave (Auxiliary only)
D. Personal Leave
E. Parental/Family Leave
F. Sabbatical Leave

Article XII
Section B. Severance Pay (Auxiliary only)
C. Death Benefits
D. Hourly Rate
H. Supplemental Compensation
I. Other Pay Schedules
J. Supplemental Pay Period (Item #1 only)
K. Payroll Deductions

L. Mileage Reimbursement

M. Economic Fringe Benefits – Tutors working a minimum of 15 hours per week have the option to purchase benefits.

Article XIII

Section C. Non-discrimination

D. Personal Freedom

E. Personnel Records

A tutor may grieve only violations of these specified articles and sections pursuant to Article III of this agreement. All other articles and sections of this agreement shall be inapplicable to tutors. Furthermore, the provisions of Sections 3319.11 and 3319.111 (H.B. 330) are not applicable to tutors.

Tutors shall be employed on annual tutor contracts which shall be limited contracts and which are not teacher contracts.

The annual hiring/recall of tutors depends in part, but is not limited to, need.

Tutors shall not be eligible for continuing contracts.

Tutors shall be compensated at the hourly rate in Article XII, Section D. – Hourly Rate.

Each tutor shall be paid at the hourly rate for required attendance at departmental in-service meetings and parent-teacher conferences.

The provisions of this section of the agreement are controlling, notwithstanding any provisions of the Ohio Revised Code including but not limited to Sections 3319.08, 3319.09, 3319.10, 3319.11, 3319.111, 3317.13 and 3317.14. Notwithstanding any other provisions of the Ohio Revised Code now in effect or hereinafter enacted, tutors shall be entitled only to the employment benefits specifically provided in this Section 63 and shall accept said benefits provided in lieu of any and all statutory employment rights which are hereby specifically waived and superseded.

Scheduling shall be worked out by the Director of Human Resources after consultation with the building principal and tutor.

Auxiliary tutors only shall be paid for all calamity days as determined and granted by the State Superintendent of Public Instruction at their regular rate.

8. Building Substitutes

In accordance with Article I, a building substitute is a teacher who is regularly assigned to a specific building or buildings for a school year.

Building Substitutes employed by the Board have duties and responsibilities which differ from those of regular teachers in many ways and shall be employed under annual building substitute limited contracts for the number of days specified in building substitute's contract.

The following Articles and Sections only shall apply to building substitute:

Article I		
Section	B.3.	Superintendent-EEA Liaison
Article II		
Section	B.17.	Certificated Staff List
Article V		
Section	A.	Workday
	B.	Starting and Ending Times
	C.	Lunch and Planning Time
	D.	Non-Teaching Duties
	E.	After School Conferences
	F.	School Staff Meetings
	G.	Number of Working Days
	I.	School Calendar
	J.	Supplemental Pay for Substitute Work
Article VI		
Section	A.	Summer School
	B.	Home Instruction
Article VII		
Section	D.	Related Teachers
Article X		
Section	C.	Sick Leave
	D.	Personal Leave
	E.	Parental/Family Leave (if qualified)
	F.	Sabbatical Leave
Article XII		
Section	C.	Death Benefits
	D.	Hourly Rate
	H.	Supplemental Compensation
	I.	Other Pay Schedules
	J.	Supplemental Pay Period (Item #1 only)
	K.	Payroll Deductions
	L.	Mileage Reimbursement
	M.	Economic Fringe Benefits – Building Substitutes working a minimum of 15 hours per week have the option to purchase benefits.
Article XIII		
Section	C.	Non-discrimination
	D.	Personal Freedom
	E.	Personnel Records

A building substitute may grieve only violations of these specified articles and sections pursuant to Article III of this agreement. All other articles and sections of this agreement shall be inapplicable to building substitutes. Furthermore, the provisions of Sections 3319.11 and 3319.111 (H.B. 330) are not applicable to building substitutes.

Building substitutes shall be employed on annual building substitute contracts which shall be limited contracts and which are not teacher contracts. Their rate of pay shall be the rate approved by the Board.

The annual hiring/recall of building substitute depends in part, but is not limited to need.

Building substitute shall not be eligible for continuing contracts.

The parties agree and understand that building substitutes will have the conference and planning time of the teacher he/she replaces. This may result in a situation where the building substitute has less conference and planning time than specified in the agreement.

The provisions of this section of the agreement are controlling, notwithstanding any provisions of the Ohio Revised Code including but not limited to Sections 3319.08, 3319.09, 3319.10, 3319.11, 3319.111, 3317.13 and 3317.14. Notwithstanding any other provisions of the Ohio Revised Code now in effect or hereinafter enacted, a building substitute shall be entitled only to the employment benefits specifically provided in this Section 43 and shall accept said benefits provided in lieu of any all statutory employment rights which are hereby specifically waived and superseded.

Scheduling shall be worked out by the Director of Human Resources after consultation with the building principal and building substitute.

A building substitute will have the opportunity to be considered for any vacant bargaining unit position for which he/she meets the eligibility criteria only after all regular teachers have exercised their rights under the Master Contract.

Buildings subs will be eligible for sick leave in accordance with ORC 3319.141 under Article X, Section C. of the Master Contract. Eligibility for any other benefit will be determined by the Insurance Sub-Committee. Building subs working more than 15 hours per week may enroll in and pay the full premium for medical/drug, dental and vision plans as offered to other employees.

When a building substitute is not subbing for a teacher in the building or assigned to another building, he/she shall perform instructional duties such as intervention, or tutoring, but shall not do clerical work.

9. Physical Therapists and Occupational Therapists

Physical Therapists and Occupational Therapists employed by the Board have duties and responsibilities which differ from those of regular teachers in many ways and shall be employed under annual limited contracts for the number of days specified in Physical Therapists and Occupational Therapists contract.

The following Articles and Sections only shall apply to Physical Therapists and Occupational Therapists:

Article I		
Article V		
Section	I.	School Calendar
Article VI		
Section	A.	Summer School
	B.	Home Instruction
Article VII		
Section	D.	Related Teachers
Article X		
Section	C.	Sick Leave
	D.	Personal Leave
	E.	Parental/Family Leave (if qualified)
	F.	Sabbatical Leave
Article XII		
Section	C.	Death Benefits
	D.	Hourly Rate
	H.	Supplemental Compensation
	I.	Other Pay Schedules
	J.	Supplemental Pay Period (Item #1 only)
	K.	Payroll Deductions
	L.	Mileage Reimbursement
	M.	Economic Fringe Benefits
Article XIII		
Section	C.	Non-discrimination
	D.	Personal Freedom
	E.	Personnel Records

A Physical Therapist and Occupational Therapist may grieve only violations of these specified articles and sections pursuant to Article III of this agreement. All other articles and sections of this agreement shall be inapplicable to Physical Therapists and Occupational Therapists. Furthermore, the provisions of Sections 3319.11 and 3319.111 (H.B. 330) are not applicable to Physical Therapists and Occupational Therapists.

Physical Therapists and Occupational Therapists shall be employed on annual OT/PT contracts which shall be limited contracts and which are not teacher contracts.

The annual hiring/recall of Physical Therapists and Occupational Therapists depends in part, but is not limited to, need.

Physical Therapists and Occupational Therapists shall not be eligible for continuing contracts.

The provisions of this section of the agreement are controlling, notwithstanding any provisions of the Ohio Revised Code including but not limited to Sections 3319.08, 3319.09, 3319.10, 3319.11, 3319.111, 3317.13 and 3317.14. Notwithstanding any other provisions of the Ohio Revised Code now in effect or hereinafter enacted, OT/PT shall be entitled only to the employment benefits specifically provided in this Section 65 and shall accept said benefits provided in lieu of any and all statutory employment rights which are hereby specifically waived and superseded.

Scheduling shall be worked out by the Director of Human Resources after consultation with the building principal and Physical Therapists and Occupational Therapists.

Effective 8/1/02, the OT/PT's will be placed at their appropriate step on the new teachers' salary schedule. If this would mean a decrease in salary for a current OT/PT, they shall be grand-fathered in at their current salary. They will remain at that salary until such time that their experience credit and column placement becomes equal to or greater than their current salary.

B. Negotiations Procedures

1. Formal Procedures

   a. A formal written request for negotiations shall be submitted by either party no later than one hundred twenty (120) days prior to the expiration of this Contract. Within twenty (20) working days of the receipt of said letter, the parties shall schedule the first formal session. All formal meetings will be at mutual convenience.

   b. Negotiation meetings shall not be scheduled during normal school hours except by mutual agreement. If negotiation meetings involving the Board and the Association are scheduled during a school day by mutual agreement, Bargaining Unit Members shall be granted release time. Release time shall be granted for mediation sessions according to Article I, Section B.2. occurring during the regular school day.

c. Either party may be represented by a team consisting of no more than four (4) representatives, a chief spokesperson and four (4) observers at each formal session.

d. The parties agree to provide each others' negotiations committee, upon request and in reasonable time, both prior to and during formal negotiations, such information as will assist the parties in developing accurate proposals. However, neither party is obligated to gather data or information not in existence or to rework, redraft, summarize or otherwise develop data or information in other than its existing form. Information made available to the Association in the past shall be continued upon request.

e. The negotiating parties may create joint study committees with specific purposes, duties and deadlines. Such committees shall meet outside the negotiations procedures and have recommendation powers only.

f. During formal sessions news releases may be made by mutual agreement.

g. Tentative agreements, when reached, shall be reduced to writing and initialed by the parties. When total agreement is reached, the negotiations teams shall recommend approval to the Board and the Association for their action.

2. Dispute Resolution

a. If after sixty (60) calendar days from the first formal negotiations sessions agreement has not been reached on all items under negotiations either party may call for the services of the Federal Mediation and Conciliation Service to appoint a mediator.

b. The mediator shall meet with the parties or their representatives and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement. The mediator shall not, without consent of both parties, make findings of fact or recommend terms of settlement.

c. The parties agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 O.R.C. The parties further agree that the members of the bargaining unit have the right to strike under Chapter 4117.14 of the Revised Code provided that the employee organization representing the employees has given an appropriate lawful notice at least ten days before the commencement of the strike. If the ten day strike notice is determined to be unlawful, the ten day notice requirement shall be void.

d. If during the life of the contract, bargaining is necessary due to impact, severability, or a specified reopener provision in the Contract, said bargaining shall be in keeping with the bargaining procedures set forth above.

3. Superintendent-EEA Liaison

The president of the Elyria Education Association and the superintendent shall meet no later than the end of the second week of school to establish a calendar for the school year for the Liaison meetings. If there is a conflict with a scheduled meeting, it shall be rescheduled as soon as possible. These meetings are designed to discuss any matters pertaining to the Association or its membership and to discuss any matters the superintendent deems appropriate. Respective agendas shall be shared at least five working days prior to the scheduled meeting. Before a matter is brought before the Superintendent EEA Liaison Committee it must first be discussed with the building or program administrator. The bargaining unit member presenting the issue need not be the person to raise it with the building or program administrator. Rather, the building representative or any Association officer or representative may bring the issue before the administrator.

The Liaison's agenda and responsibilities does not preclude complaints from the Association, an individual bargaining unit member, or group of bargaining unit members pertaining to the alleged misinterpretation, misapplication, or violation of an established Board policy, administrative regulation or procedure to present their case to the Board of Education so long as the issue was first addressed in Liaison.

The president of the Association and/or the superintendent may be accompanied to these meetings by one other person at his/her discretion and by such other persons as may be arranged in advance by mutual agreement.

The Superintendent-EEA Liaison committee shall be the only forum for negotiating mandatory items of bargaining under Ohio Revised Code 4177.08 during the duration of the contract.

C. Definitions

1. Consensus - As used in this contract, consensus shall mean unanimity or general agreement of all participating.

2. Long Term Substitute - A long term substitute is a teacher who is employed to fill a specific opening for a consecutive period of more than sixty days resulting when (1) a teacher is granted a leave of absence; (2) a teacher resigns after August 1 during the school year (as defined in ORC Section 3313.62); or (3) a teacher's contract is terminated during the school year. For the purposes of determining whether an employee has worked for more than sixty consecutive days, absences due to illness shall not be considered as a break in consecutive days, nor shall such

days be considered days worked for determining whether the employee has worked more than sixty days under this definition.

3. Building Substitute - A building substitute is a teacher who is regularly assigned to a specific building or buildings for a school year as a substitute.

4. Half-Day - For the purposes of Article V, Section G., a half day shall mean three and one half hours.

5. Part-Time - Anyone who works less than a full time assignment.

ARTICLE II – EXCLUSIVE RIGHTS

The Board and Association agree to certain exclusive rights of each group. These rights include, but are not limited to the following, except as may otherwise be specified in this Agreement:

A. Board of Education

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause; or lay off, transfer, assign, schedule, promote or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the employer as a unit of government;

8. Effectively manage the work force: A complete set of forms used by the certified staff will be maintained in each building. Any additions or revisions to said forms will be taken to Superintendent/EEA Liaison for implementation as consensus is reached;

9. Take actions to carry out the mission of the public employer as a governmental unit.

B. Elyria Education Association

1. Bulletin Board

   Use of bulletin boards and faculty mailboxes for Association information, provided such material does not engage in solicitation for a business or product, or is not contrary to the curriculum, in an area mutually agreed to by the EEA building representative and the building principal.

2. Time at Staff Meetings

   Time will be given at all staff meetings for the Association building representative to make announcements as long as the representative notifies the principal in advance.

3. Use of PA System/E-mail System

   Use of the building PA system to make announcements prior to or after the student day or at homeroom period, with prior notice to the appropriate building administrator. Bargaining Unit Members can use the e-mail system during non-instructional time.

4. Use of School Equipment

   Use of school equipment for Association business if the equipment is otherwise not in use. Supplies for such equipment will be furnished or paid for by the Association. All equipment will be checked as to condition by the building principal or his/her designated representative and the Association building representative prior to its use so that, in the event of damage or breakage, the Association will be responsible for repair or replacement costs.

5. Use of School Buildings

   Use of school buildings in accordance with Board policy governing after school facility use. EEA shall pay for additional costs, if any, which may occur in accordance with the same Board policy.

6. Dissemination of Materials

   The Association shall have the right to place organization identification on the mailboxes of all bargaining unit members who are members of the Association, and to place notices, circulars, and other material in all bargaining unit member's mailboxes. Such identification shall not be used for harassment purposes and shall be placed in a location mutually agreed upon by the Association building representative and the building principal.

7. School Board Agenda

Receive prior to each public Board meeting a complete agenda and all pertinent reports not of a confidential nature. The monthly financial statement will be given to the Association after Board action on same.

Requests for other material shall be handled through the auspices of the Superintendent-EEA Liaison procedure.

A copy of the Board agenda will be mailed to the president of the Association at the same time as it is mailed to the members of the Board.

8. Personnel Directory

A District-wide personnel Directory shall be provided on the District website under the Employee Resources Section. The Association shall receive a list of employees by building at the time the list is sent to building principals. An effort will be made to distribute this list by September 30th of each year. Names and addresses (as provided on employment applications) of newly-employed staff members shall be provided to the Association President following the Board approval of their contracts. As employee names or addresses change, this information will be provided to the Association President as soon as possible.

9. Bargaining Unit Members Orientation

The Association President shall have the right to participate in planning for all district-wide orientation meetings for new staff members, including the right for the EEA executive cabinet and mentor teachers to attend the orientation meetings, provide refreshments, to address new bargaining unit members, and to provide materials to new bargaining unit members.

10. Right to Access to Buildings of President or Designee

The President of the Association shall have the right to visit schools during a member's planning, conference, lunch time, or before or after the student day. These visits cannot interfere with scheduled faculty or staff meetings. The President may send a designee for such visits provided that the visit does not interfere with designee's workday and the designee receives prior approval from their building principal/supervisor.

11. Copies of Contract

A copy of this Master Contract will be posted in the Employee Resources Section on the District's website.

12. No Reprisal Clause

There will be no reprisals of any kind taken against any staff member by reason of his/her membership in the Association or participation in negotiations, or the grievance process.

13. Policy Manuals

The Board Policy Manual shall be available to employees online via the District website. Under the provisions of the Superintendent-EEA Liaison procedure, the Association will be given the opportunity to advise and make recommendations concerning items to be included in the section of the Board Policy which pertain to members of the negotiating unit.

All Board Policies newly approved by the Board having to do with Bargaining Unit Members' working conditions or employee rights will be sent to all Bargaining Unit Members electronically by the Board and/or designee within five (5) business days of being approved.

14. Association Leave

The Board shall authorize absence for 25 days of a noncumulative total, to be used by the Association President or designee and by Association members elected as representatives at the OEA representative assembly, out-of-district training opportunities at OEA/NEOEA, or in-district meetings as an EEA Committee Head or designee. There will be a limit of four (4) EEA members maximum able to attend any of these trainings that take place during a school day. With prior approval, one (1) additional EEA member may attend. To be valid, an absence leave request for use of this leave must be submitted by the president of the Association to the superintendent or his/her designee.

15. Association Elections

The Association shall have the right to conduct elections during the duty-free lunch period or before and after student day.

16. Certificated Staff List

The Association President will receive a list of certificated/licensed staff, by building, on or before October 1 of each year.

17. Super Seniority

The EEA President(s) shall be granted super seniority over all other similarly certificated bargaining unit members in the event of a layoff. At the end of his/her

term of office, he /she shall return to the status he/she would have had but for the super seniority.

18. Release Time President

The Association President shall receive release time as per the following parameters:

a. The Association President will be assigned to a .5 position effective with the beginning of each school year with the remainder of his/her day as release time to perform his/her duties as EEA President. The Superintendent shall have the right to assign the President to a position that in his/her judgment has the least impact on the education of students.

b. The President shall hold the .5 position during his/her term or the end of the school year, whichever is later, unless mutually agreed otherwise.

c. At the end of his/her term as President, he/she shall be offered an equivalent position as held prior to assuming the Association Presidency (i.e., MS to MS, Elementary to Elementary, etc.); however, if there is no equivalent position available, he/she will have the option to choose an open position at the grade level/subject area for which he/she is qualified. Such equivalent position shall become effective at the beginning of the school year unless mutually agreed otherwise.

d. There will be no cost to the Board for the release time in that the EEA shall be responsible for payment of the total cost of the President's compensation and benefits for the release time. This amount shall be remitted to the Treasurer three (3) times per year in equal installments beginning in December with the entire amount to be paid in full by the end of the school year. The terms "compensation and benefits" shall include: wages, the Board's share of STRS contributions, health insurance costs, which include vision, dental, drug, medical, life insurance, and accident and sickness insurance plans. The EEA cannot utilize Association Leave to compensate the District for its share of these costs. The EEA shall not be responsible for the payment of compensation and benefits for the .5 period of time in which the President is performing his/her duties under paragraph (a) above.

e. At no time shall more than one President be granted release time.

f. During Release Time, the Association President may use the e-mail system to communicate with Bargaining Unit Members.

19. Any bargaining unit member elected to OEA District, State, and/or National office shall be provided a union leave of absence as either paid if the position reimburses the District or unpaid if the position does not reimburse the District.

The leave shall either be paid by the District and reimbursed in full by the OEA/NEOEA, or unpaid if the position is paid directly to the member by the OEA/NEOEA. If the member returns to the District, they will return to an available open position for which they are qualified.

ARTICLE III – GRIEVANCE PROCEDURE

A. Purpose and General Provisions

1. The primary purpose of the grievance procedure shall be to expeditiously obtain solutions at the lowest possible level to grievances which may arise.

2. Grievance is defined as a complaint limited to an alleged violation, misapplication, or misinterpretation of the written provisions of the negotiated agreement between the Association and the Board.

3. A grievant is an individual member, the Association, or group of members of the bargaining unit, alleging a violation, misapplication or misinterpretation of a written provision of this negotiated agreement. A group grievance shall have arisen out of the same circumstances affecting each member of said group. Each member of a group grievance shall be identified on the grievance report form, which may be processed by the Association president or grievance chairperson.

4. A decision on a group grievance applies to all employees in the group and each shall be given a copy of the decision. An employee may withdraw, without prejudice, in writing, from a group grievance anytime before a decision is rendered; however, he/she then waives any right to initiate the same or a substantially similar grievance. No more than three (3) parties to the grievance shall represent the group at hearings for Steps One, Two and Three conducted for resolution of a group grievance. However, this does not preclude members of the group being called as witnesses.

5. Any individual grievance may be withdrawn, without prejudice or record, by the grievant at any time.

6. A day(s) shall be defined as an employee workday(s) in the adopted school calendar, excluding holidays and break periods. During summer break when the Board office is open, day(s) shall be considered weekdays exclusive of weekends and holidays.

7. The number of days indicated at each step is considered a maximum. Should a timeline need to be waived, the parties shall discuss the reason(s), and if agreed, the agreement shall be reduced to writing. If the Board fails to respond within the

stated timeline, the grievant shall have the right to appeal the grievance to the next step.

8. Nothing contained in this procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communications as listed under the complaint procedure.

9. There will be no reprisals of any kind taken against any professional staff member by reason of their participation in this process. No records, documents, or communications concerning a complaint or grievance will be placed in the personnel file of any of the participants except in the case of falsification.

10. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

B. Formal Procedures

A grievance which is not resolved informally shall be processed as a formal grievance. The grievance shall be filed with the person whose alleged action precipitated the grievance. The procedures beginning at the lowest administrator/supervisor are as follows:

1. STEP ONE

   a. Within fifteen (15) school days of the alleged incident which is the subject of the grievance, the grievant will reduce the grievance to writing, and will present it to the administrator/supervisor.

   b. The Grievance Form shall be dated and initialed by the administrator/supervisor upon receipt. The form shall set forth the act or condition upon which the grievance is based, the name of the alleged accused, the name of the aggrieved (which could be an individual bargaining unit member, a group of bargaining unit members, or the Association as a class action grievance), the article(s) violated, details regarding the grievance, and the remedy sought.

   c. Within five (5) school days after the grievance is submitted, the administrator/supervisor will discuss the grievance with the grievant involved and attempt to resolve it.

      Discussion at this step and any further step shall be confined to the issues as written and stated on the Grievance Form; and to the relief sought. The employee may be accompanied at the meeting by an Association grievance chairman, Association officer, or Association representative. The

administrator/supervisor may be accompanied by another administrator or representation of his or her choosing.

d. Within five (5) school days after this meeting, the administrator/supervisor will state his/her decision in writing on the Grievance Form and provide a copy to the grievant and the Association president.

2. STEP TWO

a. If the grievant is not satisfied with the decision concerning his/her grievance made at Step One, the employee may within five (5) school days of receipt of the Step One decision, submit the grievance to the superintendent or designee. The superintendent or designee shall schedule a hearing to be held within ten (10) school days of receipt of the grievance and shall notify the grievant of the time and place of such hearing. The grievant may not be accompanied by an attorney, but may be accompanied by no more than two (THREE WHEN ASSOCIATION IS THE GRIEVANT) of the following persons: Grievance chairperson, Association officer, Association representative. The superintendent and/or his designated administrative representative will conduct the hearing, and may be accompanied at the hearing by a consultant. Any individuals who have pertinent information to the grievance may be called to the hearing by the superintendent or designee or the grievant or the Association so as to facilitate an informal disposition of the grievance.

b. Within five (5) school days after such hearing, the superintendent shall notify the grievant and Association president of the decision in writing.

c. If the superintendent was the administrator rending the disposition in Step I, then this step will be waived.

3. STEP THREE

a. (1) If the grievance is not resolved at Step 2, within five (5) days of the grievant receiving the Superintendent's written disposition, the grievant may submit a written notice to the Superintendent that the grievant and Association are interested in mediating the dispute.

(2) The Superintendent will respond to the grievant and Association within five (5) days concerning whether the District agrees to mediate the dispute. If the Superintendent agrees to mediation, the Association and Board shall jointly contact the Federal Mediation and Conciliation Service ("FMCS") and request that a mediator be assigned.

(3) The Parties shall request FMCS to assign a mediator who is available to conduct the mediation within twenty (20) days, unless the Parties agree to extend the date.

b. If the Superintendent declines to mediate the dispute, the grievant's Step 3 request will be converted to a Step 4 request for arbitration based on the timelines set forth in Paragraph A.(1) below.

c. If the Parties mediate the dispute but are unable to resolve the grievance through mediation, the timeline for the grievant filing a request for arbitration shall commence on the date the mediation is conducted and no resolution is reached.

d. If the grievant does not want to mediate the dispute, the grievant may move directly to Step 4 based on the timelines set forth in Paragraph A(1) below.

e. If the grievant does not submit a written notice of appeal to either Step 3 or Step 4 within five (5) days after receipt of the Superintendent's written disposition, the grievance shall be considered waived and further action barred.

4. STEP FOUR

a. (1) If the grievant is not satisfied with the disposition of the grievance at Step Three, the grievant may request a hearing before an arbitrator, or may request that the Association refer the matter to arbitration and the Association shall determine whether or not to proceed to arbitration. The grievant's request for arbitration shall be made within five (5) days following the receipt of the disposition of the grievance. The grievant's request for arbitration shall be by certified mail with a copy to the superintendent and the Association president, if applicable.

(2) In the event the Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for any expenses incurred thereafter in such proceeding.

b. Such request for binding arbitration of the grievance shall specify the act or condition upon which the grievance is based, the names and addresses of the parties, the contractual clause(s) alleged to have been misinterpreted or misapplied and the remedy sought. The American Arbitration Association (AAA) will provide both parties with a list of seven (7) names from which an arbitrator will be selected in accordance with the rules of the AAA. A second list of seven (7) names may be requested by either party at their cost.

c. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the voluntary rules and regulations of the AAA.

d. The arbitrator shall set the necessary hearing and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding and final.

e. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her.

f. Except as provided in this Agreement, the arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

g. The costs for the services of the arbitrator, including his/her per diem expenses, if any, shall be born equally by the Association (except as provided in Step Three 1.B) and the Board.

h. The grievant(s) may be accompanied by the Association president and the Association representative.

ARTICLE IV – INDIVIDUAL CONTRACTS

A. Bargaining Unit Members Contracts

Employees hired by the Board shall be issued written regular bargaining unit member duty contracts in accordance with the Ohio Revised Code. Such contracts shall include at least the following information:

1. Name of school district and Board employing said bargaining unit member.

2. Type of contract, Limited, Continuing or Entry Year.

3. Name of bargaining unit member.

4. Provision for the signature of the bargaining unit member and the date of such signing.

5. Provision for the signature of the Board President and Treasurer.

6. If there is a conflict between the written regular bargaining unit member's duty contract and/or salary notice and a provision of the Master Agreement, the Master Agreement shall prevail.

7. An updated salary notice will be issued prior to the last student day of each school year that contains the following information for the next school year: name, position, days/hours in school year, education and experience, annual salary (on or before July 1st), and longevity (if applicable).

B. Procedures for Non-Renewal, Termination, Suspension, and Continuing Contracts

1. Termination during the term of the bargaining unit member contract shall be in accordance with Ohio Revised Code Section 3319.16.

2. Maintaining Teacher Licenses: Any bargaining unit member who does not have his/her teaching license renewed prior to the first teacher workday of the school year will no longer be eligible for employment in the Elyria City School District. Said event shall result in the bargaining unit member's dismissal from employment following a meeting with the bargaining unit member to confirm licensure status, and the employee will not be able to grieve or file any legal challenge in any legal forum as a result of this action by the Board.

3. Non-renewal of all regular bargaining unit member limited contracts other than for Long-term Substitutes shall be in accordance with the following:

   a. If the Superintendent is to recommend to the Board a non-renewal of a bargaining unit member's limited contract, the evaluation(s) shall have been conducted pursuant to the Agreement.

      To the extent allowable by law, the above procedures and timeliness exceed and shall supersede the provisions of Section 3319.111 of the Ohio Revised Code.

   b. The Superintendent or designee shall discuss the reason(s) for a recommendation for non-renewal with the bargaining unit member prior to official action of the Board not to renew a limited contract. At the meeting where such discussions are held, the bargaining unit member shall have the right to have a representative of his/her choice present.

   c. If after this conference, the Superintendent or designee recommends non-renewal and, following official notification from the superintendent or

designee of his/her recommendation, the bargaining unit member shall have all the procedural rights set forth in Section 3319.11(G) and (H) of the Ohio Revised Code.

d. Notice of Board action to non-renew a limited contract shall be received on or before June 1 by hand delivery or certified mail.

e. If the provisions set forth above are completed, the employee shall have no right to grieve a non-renewal.

4. Eligibility for Continuing Contract

Eligibility for a continuing contract shall be in accordance with Ohio law (ORC 3319.08).

5. Any member who is issued a continuing contract to take effect the following school year will be given priority over members with limited teaching contracts in the event of a reduction in force so long as evaluations are comparable or higher.

6. Progressive Discipline

No disciplinary action will be taken against any bargaining unit member except for good and just cause. Discipline will normally be progressive, but if discipline is instituted out of this sequence, it shall be reasonable:

Step One: Verbal warning(s), documented in writing (not placed in the personnel file). Verbal warnings should be discussed in private between the parties involved. The administrator shall meet with the bargaining unit member prior to issuing a verbal warning and shall inform the bargaining unit member that the first step of the disciplinary procedure is being initiated. During this meeting, the bargaining unit member may be represented by an Association representative.

Step Two: Written reprimand(s) placed in personnel file. The administrator shall meet with the bargaining unit member to discuss the reprimand. During this meeting, the bargaining unit member may be represented by an Association representative.

Step Three: Suspension(s), without pay for one (1) to four (4) workdays depending upon the severity of the offense. In case of suspension, employee fringe benefits shall not be impacted. At the time the suspension is imposed, the Superintendent or designee will provide written notice to the bargaining unit

member explaining the reason(s) for the discipline and the effective date(s) of suspension. During any meetings during this step, the bargaining unit member may be represented by an Association representative.

Step Four: Suspension(s) without pay for five (5) to ten (10) workdays depending upon the severity of the offense. In case of suspension, employee fringe benefits shall not be impacted. At the time the suspension is imposed, the Superintendent or designee will provide written notice to the bargaining unit member explaining the reason(s) for the discipline and the effective date(s) of suspension. During any meetings during this step, the bargaining unit member may be represented by an Association representative.

Step Five: Termination. Termination shall be solely in accordance with the procedures set forth in R.C. 3319.16 and R.C. 3319.161 and may not be grieved.

Disciplinary action shall be commensurate with the severity of the bargaining unit member's misconduct, may be initiated at any level, and may include repetition of an action without progressing to the next step.

Within twenty-four (24) hours of a relief from duties being issued, the Human Resources Director will verbally notify the Association President of the basis for the action.

Nothing herein shall be construed as limiting or prohibiting the Administration's authority and/or duty to report possible criminal activity.

ARTICLE V – WORKDAY/WORK YEAR

A. Workday

1. The workday for the bargaining unit member is set forth in the following subsections. As used in this section, conference and planning time is defined as a total time the bargaining unit member is required to be at school excluding time assigned to teach and/or supervise and excluding a thirty minute duty free lunch. Bargaining unit members shall be free to leave on Friday or the last day of the week as soon as school is dismissed but after most students have had an opportunity to leave the building or premise. A bargaining unit member may leave earlier only with the permission of his/her supervisor. However, the scheduled conference and planning time following dismissal of students is to be counted in the weekly accrual of conference and planning time even though the bargaining unit member is allowed to leave early.

2. Secondary Classroom Teachers

a. With the exception of those classes that traditionally have multiple periods such as laboratory classes, industrial or vocational education, music, art, physical education or duty under Article I, Section A.6., the instructional load is not to exceed five full period classes or the equivalent as defined by the total number of instructional minutes in the Building Master Schedule unless otherwise agreed to by the teacher.

If the teacher agrees to the greater load or is assigned the greater load under the exception clause, they shall be relieved of any duty assignment. Extra duties shall be defined as those duties performed for more than five (5) minutes with the exception of homeroom duty. Every effort will be made to establish class schedules to be instructionally sound.

b. The total time a high school teacher / or high school counselor will be required to be at school shall not exceed 7 hours and 35 minutes except as provided in Article V, Sections E. and F. Instructional time shall be determined as set forth in (2)(a) above.

c. The total time a middle school teacher / or middle school counselor will be required to be at school except as noted in Article V, Sections E. and F. shall not exceed 7 hours and 35 minutes. Instructional time shall not exceed 6 hours and 15 minutes.

d. Except as provided in Article V, Section J, secondary classroom teachers shall be entitled to a thirty (30) minute duty free lunch and a minimum of two hundred and forty (240) minutes of conference and planning time each five (5) day week.

3. Elementary AMPS

a. For the duration of this agreement, the following conditions shall be implemented.

(1) In grades kindergarten through 4, each classroom shall be scheduled within a range of 25 to 40 minutes per week for each AMPS subject.

(2) AMPS teachers will upon request meet with the building administrator to discuss their building schedules

b. Special Education Related Services, teachers of Art, Music and Physical Education, shall maintain the same time schedule as the teachers of the building to which they are assigned regarding arrival and departure. If assigned to an elementary building and a secondary building the same day, they are to follow a schedule not to exceed 7 hours and 35 minutes.

c. Such teachers shall be entitled to a thirty (30) minute duty free lunch. Elementary AMPS shall have a minimum of two hundred and forty (240) minutes of conference and planning time in each five (5) day week.

d. Elementary Art teachers, who order and maintain supplies for their buildings shall be provided one (1) day extended time prior to the start of the school year at the teacher's per diem rate.

4. Elementary Classroom Teachers

a. The total time a bargaining unit member will be required to be at school, with the exceptions noted in Article V, Sections E and F, shall not exceed seven (7) hours and fifteen (15) minutes. The instructional day shall not exceed five (5) and one-half hours which excludes a 30 minute duty free lunch. On parent-teacher conference days, the teacher / or elementary counselor workday shall not exceed six (6) hours and forty-five (45) minutes exclusive of lunch.

b. An elementary classroom teacher who has a full time equivalent classroom teaching assignment shall have a minimum of two hundred and forty (240) minutes of preparation time during each five (5) day work week during which he/she shall not be assigned duties. Such time shall be construed as protected time for use of planning, lesson preparation, conference duties, and/or staff meetings. AMPS time shall be considered protected time and shall be in addition to the 240 minutes of conference and planning time specified above. Time away from the classroom for AMPS shall be utilized for conference, planning or material preparation.

c. If an elementary bargaining unit member is assigned to student activity supervision outside the student day, he/she shall receive compensatory time equal to such time spent outside the student day. This section does not apply to activities supervised beyond the workday, i.e., camping and/or outdoor program, field trips, and bus duty outlined in Section D.

d. Nothing herein shall be construed as precluding additional conference time.

5. Psychologists

Psychologists shall have an eight (8) hour workday which shall include a thirty (30) minute duty free lunch.

6. Supervisory Duties

The assignment of supervisory duties of students will be scheduled by the Building Principal. Any unassigned time shall be considered to be conference and planning time.

7. Special Education/Intervention Specialists

a. Intervention Specialists may take two (2) days of professional leave for the purpose of completing the IEP process.

The Intervention Specialist must be on site to perform this work.

b. Intervention Specialists who use Professional Leave for the purpose of completing the IEP process must have approval from the Superintendent or designee prior to the leave.

c. The Superintendent or designee may give additional days of Professional Leave to Intervention Specialists who, in its discretion, need additional days to complete the IEP process. The Intervention Specialists must request such additional days at least ten (10) days in advance of the Professional Leave.

d. Professional Leave cannot be scheduled on Fridays, or on Mondays and Fridays in May, and requests for Professional Leave must be submitted at least ten (10) workdays in advance to the Superintendent or designee.

B. Starting and Ending Times

1. The school starting and ending times will be as follows:

	Middle School	High School	Elementary	EECV Pre-K	Hamilton Pre-K
Teachers Report	7:15 a.m.	7:40 a.m.	8:15 a.m.	8:15 a.m.	8:15 a.m.
Doors Open	7:25 a.m.	7:15 a.m.	8:55 a.m.	8:55 a.m.	8:55 a.m.
Classes Start	7:30 a.m.	7:50 a.m.	9:10 a.m.	9:10 a.m./12:40 p.m.	9:10 a.m.
Classes End	2:15 p.m.	2:39 p.m.	3:10 p.m.	11:40 a.m./3:10 p.m.	2:10 p.m.
Teachers Leave	2:35 p.m.	3:00 p.m.	3:30 p.m.	3:30 p.m.	3:30 p.m.

a. If it becomes necessary to change the starting and ending times due to transportation or other such logistical issues, the issue will be brought before Superintendent-EEA Liaison for discussion and resolution. Employees must report absences at least two (2) hours prior to his/her building start time or as soon as possible prior to the contractual work day.

2. The teacher reporting and leaving times may be modified by the building's site-based committee. The site-based committee shall have as a goal to develop a 40 minute block of time in the a.m. for collaboration at the elementary level.

3. The site-based committee will, where appropriate, develop a rotating teacher supervisory schedule of no more than 10 minute blocks. Any teachers who have supervisory responsibility will have his/her workday adjusted to compensate for the supervisory time.

4. All site-based recommendations under 2 and 3 above shall be reported to the Superintendent-EEA Liaison Committee no later than September 15 of each school year.

C. Lunch Time and Planning Time

1. During time designated as duty-free lunch periods, bargaining unit members may receive visitors and/or leave the building on personal business after notifying the office.

2. During the time designated for planning, preparation, and conference, bargaining unit members may receive visitors and/or leave the building after first notifying the Building Principal or designee. Planning time will be assigned to employees as evenly and equitably as possible throughout the work week.

D. Non-Teaching Duties

It is not the intention of the Board of Education to regularly assign bargaining unit members to non-teaching duties beyond the workday. The Board and Association recognize that exceptions to this statement may occur.

If non-teaching duties need to be assigned to bargaining unit members, outside of the teacher's workday, the Administration shall first seek volunteers to perform such duties. If volunteers are not available, bargaining unit members shall be assigned in an equitable manner and granted compensatory time equal to the time of the non-teaching duty.

E. After School Conferences

1. Building Meetings

Nothing in a bargaining unit member's workday shall be construed as making mandatory attendance at meetings called by the building principal which extend more than one hour beyond the end of the workday, except Open House (one (1) hour in duration), unless compensatory time is provided.

2. Parent-Teacher Conferences

Parent-teacher conferences which extend more than one hour beyond the end of the workday will be held at a mutually agreed time by bargaining unit member and parent. An amount of time equal to conference periods scheduled after more than one hour beyond the end of the workday will be given the teacher at a time mutually

acceptable between bargaining unit member and principal, said time to be equal to the time normally used for scheduled parent-teacher conference. Buildings, through their site-based committees, or written individual teacher/principal agreement may adjust their conference day schedules to accommodate evening conferences or other conference schedules. Conferences should total twelve and one-half (12.5) hours for the year, with one (1) conference night per building ending no earlier than seven (7:00 p.m.), with dates, times, and meals being decided by each building through the Site-Based Committee.

Bargaining unit members who wish to assure that a building administrator will be available in the building during such conferences that may be scheduled after the regularly scheduled day for bargaining unit members shall make arrangements with the building principal prior to scheduling of the conference.

3. Makeup Conferences

The makeup of regularly scheduled conferences missed as a result of legitimate bargaining unit member absence shall be determined by agreement between the bargaining unit member and the building principal.

Makeup conferences deemed necessary by the above will be scheduled by the bargaining unit member with notice to their supervisor. The makeup conference is not to interfere with the daily thirty-minute duty-free lunch and should be accomplished within the conference and planning time presently included in the Master Contract in Article V, Section A.

F. School Staff Meetings

For the purpose of building meetings, the employee's work schedule may be extended at the discretion of the building principal not earlier than 7:00 a.m. for the secondary level or fifteen (15) minutes prior to the teacher start time for the elementary level and not more than one hour beyond the regularly scheduled school day for employees unless compensatory time is granted. A bargaining unit member shall not be required to attend more than one such meeting in any particular day.

District-wide meetings may be called by the Superintendent or designee upon approval by the superintendent. Such meetings will not extend more than one hour beyond the end of the workday unless by mutual agreement. Mandatory meetings may be called throughout the year by authorized central office personnel. Mandatory meetings will be considered as one of the four meetings per month that employees may be required to attend. If attendance is mandatory, as much notice as is reasonably possible will be given.

So long as State mandated meetings are required, each grade level/department shall be represented. A representative shall be appointed by the principal in the event of no volunteers.

The total number of building level and district-wide meetings will not exceed four (4) such meetings per month unless agreed to by the employee. Exceptions may be made for specially funded district-wide projects by mutual agreement between the building principal and the building staff. In the event of a District emergency, any limitation regarding scheduling of meetings shall be waived.

Individuals holding a supplemental contract such as a Department Chair or an extended duty contract such as a school counselor may be required to attend no more than five meetings per month inclusive of any building level or district wide meetings they are required to attend.

G. Number of Working Days

The number of working days for employees shall consist of 180 instructional days and five (5) staff work days. Should the Board be required by law to provide paid holidays for bargaining unit employees, the required holidays will be placed on the school calendar without any additional compensation for bargaining unit members. Paid holidays, if any, will not be counted as working days.

The five (5) staff work days shall consist of: one-half (1/2) of one in-service day and one-half (1/2) of one staff work day on Convocation Day for a total of one (1) day and one (1) staff work day at the end of each quarter for a total of four (4) days.

H. NEOEA Day

NEOEA Day is not part of the contracted work year as set forth in Article V, Section G.

I. School Calendar

At the January Superintendent-EEA Liaison meeting, the Association President shall first be provided copies of the proposed calendars. Prior to any required public hearing regarding a proposed calendar, the Association will be provided the opportunity to make recommendations regarding such proposed calendar and/or any revisions pertaining thereto.

J. Supplemental Pay for Substitute Work

When in the absence of a classroom teacher for whom a suitable substitute is unavailable another bargaining unit member is temporarily assigned to instruct or otherwise supervise the pupils of the absent teacher, provision for additional compensation will be made as indicated below:

1. A secondary classroom teacher will be paid on the basis of the hourly rate as specified in the item entitled Hourly Rate for any of his/her planning, preparation, and conference time during the student day that he/she is required by the principal

or designee to utilize for instructing/supervising the pupils ordinarily assigned to an absent classroom teacher for the given time.

2. An elementary classroom teacher or AMPS teacher will be paid on the basis of the hourly rate as specified in the item entitled Hourly Rate for the time that he/she is required by the principal or designee to instruct/supervise the pupils ordinarily assigned to an absent teacher for the given time, or will be paid a prorated amount if the pupils are divided among several teachers.

   During a time scheduled for a special teacher of elementary Art, Vocal Music, or Physical Education (AMPS), if such special teacher is absent from their regularly assigned duty without a substitute, the regular classroom teacher or AMPS teacher will be paid at the hourly rate stipulated above for conducting the AMPS instruction for his/her class during such time. Exception to this procedure is when the AMPS teacher(s) is reassigned in building to prepare for a school-wide program.

   Payments for duties referred to above will be made no later than two (2) pay periods after such duties are performed if the treasurer's office receives the prescribed application within five (5) days of the date the work was performed.

3. In any co-taught classroom, if one of the co-teachers calls off work, the remaining teacher would be required to teach the students alone and would not be eligible for class coverage pay.

4. At the beginning of the school year, a volunteer list shall be posted so that interested bargaining unit members may sign up to volunteer to cover classes under this section. The principal shall first seek volunteers, assuming it will not materially affect the educational process, to cover the classes. If no volunteer is available and another bargaining unit member must give up his/her conference and planning time, the principal will do so on a rotation basis.

K. Lesson Plans

Lesson plans shall conform with the State Minimum Standards. Lesson plans shall be developed weekly in advance by the teacher. Lesson plans shall be available to administrators electronically or on paper by Monday morning at teacher report and shall be detailed enough for the teacher's and/or a substitute's use. Lesson plans are considered a guideline for effective instruction. It is essential that all teachers maintain current daily lesson plans which will provide a framework for such instruction. A teacher shall not be expected to submit lesson plans when he/she is absent for extended periods of time.

ARTICLE VI – EXTRA DUTIES

A. Summer School

1. A list of probable summer school positions will be sent to each building for posting by the principal. Postings will be listed on the District's web site. The list will be posted at least two (2) weeks prior to the Board's action to employ summer school bargaining unit members. If necessary, a subsequent notice will be sent announcing positions for which a probable need is later identified. In addition to the probable positions the list shall include at least the following information:

    a. Effective starting date

    b. Deadline for application

2. The Superintendent or designee shall select, assign, and recommend to the Board bargaining unit members to be employed for summer school. Should a bargaining unit member that has previously held a Summer School position wish to maintain that position for subsequent years, the position will not be posted. If the Summer School contract is being terminated by the Administrator, the bargaining unit member shall receive written notification with reasons for termination of the position for which he/she held, and the position shall then be posted. Consideration of all other candidates for selection will be made from the properly certificated applicants based on the following priorities:

    a. Elyria school personnel

    b. Instructional effectiveness

    c. Prior successful services in summer school

    d. Length of service in Elyria

3. Bargaining unit members to be recommended for employment will be notified of such intention by June 1 to the extent that the need for summer school teachers has been determined by that time. Other employees that have applied may inquire of the summer school director as to their status.

4. Bargaining unit members working summer school shall have the option to select two (2) payments in July or one (1) payment on July 30.

B. Home Instruction

Information will be sent to the building principals for posting regarding the possible need for teachers of pupils who may be approved for state-reimbursed home instruction.

Interested bargaining unit members may submit their names at any time to the Pupil Services office indicating the areas in which they are qualified to teach.

Assignments will be made in the following priorities:

1. Classroom Teacher

2. Teachers from the student's home school

3. Regular certificated personnel of the Elyria City Schools

4. Other certificated/licensed persons

In the event the student's teacher has not indicated a prior interest, the teacher will still be granted first choice upon application.

ARTICLE VII – ASSIGNMENT, TRANSFER AND VACANCY

A. Assignment

As used in this section, the term "assignment" shall mean intrabuilding movement.

A written notice of the grade level or subject area assignment as authorized by the superintendent or designee will be given to returning employees by the last day of the school year if a change in assignment is expected to the extent known at that time. Unless such a notice is received, the employee is assigned to the same assignment as held the previous year.

Prior to the issuance of such written assignment notices, bargaining unit members may request to meet with his/her principal and discuss his/her proposed regular teaching duty assignments for the next school year.

If a change in a teacher's regular teaching duty assignment becomes necessary, including those occurring during the summer, an attempt will be made by the Superintendent or designee to discuss the proposed change of assignment prior to giving the bargaining unit member a written notice of assignment change.

Once school has started, assignment changes will be made only under extraordinary circumstances.

Assignments may be made for building, systemic or educational needs. Upon request of the bargaining unit member or Association designee, the rationale shall be shared with the affected bargaining unit member and the Association President. Assignments shall not be arbitrary or capricious.

Bargaining unit members displaced due to declining enrollment will be placed according to Article VII, Section B.2. So long as the Superintendent determines a vacancy to exist, all vacancies within a building due to resignation, retirement, death, non-renewal, establishment of a new position or termination shall be filled in the following manner:

1. The building principal may reassign bargaining unit members for building, systemic or educational needs. Upon request, the rationale shall be shared with the affected bargaining unit member and the Association President. The assignment shall not be arbitrary or capricious.

2. Any remaining openings will be announced at a building staff meeting. After the opening is announced to the regular bargaining unit members within the building, it will be posted in accordance with the posting procedure set forth in Article VII, Section C.

Secondary Openings

If changing enrollment at the secondary level requires realignment of courses and/or classes, volunteers within the affected building staff will be first sought before any involuntary changes in courses and/or classes will occur.

B. Bargaining Unit Member Transfer

All transfers shall be classified as Voluntary or Involuntary. As used in this section, the term "transfer" shall mean movement between buildings. The following procedure shall be followed in each transfer classification.

1. Voluntary Transfer

   a. Annually bargaining unit members may submit a general request for transfer to another bargaining unit position for the following school year for which an opening may occur in the future. Such request shall specify schools and/or positions which the bargaining unit member would prefer or would reject. Such requests shall be submitted by the close of business at the end of the third quarter.

   b. Beginning the second Friday in January through July 10, the Human Resource Department shall publish electronically on the District web site a listing of vacant teaching positions available for the coming school year as they occur. Posted lists shall include all positions vacated during the school year for which a long-term substitute was employed and to which the vacating person is not eligible to return by reasons of parental leave, or other approved reason. The listing shall be available electronically to all bargaining unit members. Bargaining unit members may submit written transfer requests in response to the specific openings on the published listing. Such request shall be submitted within seven (7) calendar days after

date of posting unless otherwise noted. Any vacancy the Administration is aware of before July 10 will be posted in accordance with the posting procedure.

c. All certified postings shall be posted electronically. The postings shall state the grade level and/or subject area and building. These positions shall be posted electronically on the District's website on a weekly basis during the school year until July 10th. An email notification will be sent to all members for each posting indicating the building, position, and grade level/subject area.

d. Unless canceled in writing, all requests for transfer shall be considered in effect until July 10 and consideration shall be given to seniority and qualifications when an applicable vacancy occurs.

e. If requested at the time of submission of the transfer request, arrangements will be made for bargaining unit members being considered for transfer to visit the prospective building and interview with the principal or team at that building unless either bargaining unit member or principal is not available.

f. Applications for positions shall be submitted to the director of human resources within seven (7) calendar days following the electronic posting.

2. Involuntary Transfer

a. The Director of Human Resources may initiate the transfer of a bargaining unit member from one position to another to meet the changing administrative needs of the school system and to provide programs based on student need. Transfers initiated under this Article shall not be arbitrary and/or capricious.

(1) The bargaining unit member may first be transferred to a vacancy within their current building.
(2) Preference of grade, subject, building previously submitted voluntary transfer forms will be given consideration.

b. When a transfer is involuntary, the bargaining unit member shall be consulted and then notified in writing at the earliest possible time before the effective date of the transfer.

c. When involuntary transfers are to be made, the recommendations of principals concerned will be considered.

d. Involuntary transfers shall be subject to the grievance procedure set forth in Article III.

e. A bargaining unit member who has been involuntarily transferred may apply for open positions for which the bargaining unit member is qualified as they are posted.

f. A transferee from an established position to fill a new position or vacancy for which a candidate for employment or a voluntary transferee is not available, may, at the conclusion of the year request, through the Human Resources Director, transfer to an available opening for which the person is certified/licensed and highly qualified. That request will be given preference over requests for transfer (Unless otherwise noted, "highly qualified" refers to compliance with federal law and/or state licensure standards.)

g. Prior to transfer the bargaining unit member(s) may schedule a conference concerning the transfer with the director of human resources at a mutually agreeable time.

3. Building Consolidations

a. When buildings are closed or consolidated, bargaining unit members in those buildings are considered to be "displaced bargaining unit members."

b. The Administration and EEA shall jointly survey the displaced bargaining unit members to find their preferences as to grade, subject and building.

c. Displaced bargaining unit members shall be assigned in order of seniority giving consideration to their preferences (see #2 above) whenever possible.

d. Following placement of displaced bargaining unit members, then voluntary transfer requests shall be given an opportunity to interview and be placed, after which a general posting shall be made in accordance with Section B.1.c. above.

Bargaining Unit Member Transfer Request

Name_____ Date of Request_____

School_____ Type of License_____

Current Assignment_____ Years in Present Position_____

_____ I wish to apply for a transfer.

In order of your priority:

Grade Level Interests: _____

_____

_____

Building Preferences: _____

_____

_____

Subject Assignment(s): _____

_____

_____

This form must be received by the Director of Human Resources by the close of business at the end of the third quarter.

C. Posting and Interview Procedures

1. An interview team shall be selected by the Principal in consultation with the Building Representative(s). If the vacancy to be filled is a district position, the Program Coordinator and the Association President or designee shall select the interview team. In addition to the building interview team, every attempt will be made to include at least one (1) bargaining unit member who will be working directly with the candidate.

2. The Director of Human Resources will provide the building interview team a list of the voluntary transferees and bargaining unit members who are appropriately certified/licensed and highly qualified for each position and who will be interviewed, but are not guaranteed to be awarded the position. The transferees and bargaining unit members will be listed according to each transferee's and bargaining unit member's date of hire.

   If and only if no bargaining unit member is acceptable to the team, then applicants outside the bargaining unit maybe interviewed.

3. The Director of Human Resources shall be responsible for uniform and consistent posting of all certified vacancies. All postings shall be electronically only. All applicants, both internal and external, must file his/her application with the Office of the Director of Human Resources. If the application is not filed with the Office of the Director of Human Resources within the application period, it will not be considered.

4. Upon request to the Director of Human Resources, an internal applicant who is not selected for the position shall be given an opportunity to meet with the Building Administrator regarding the team's rationale for the final selection.

5. The Director of Human Resources will meet with the Association President at least annually to identify high need areas for new bargaining unit member recruiting purposes. The members of the high need area interview committee shall select a representative to attend hiring fairs with the Director of Human Resources. The District will be permitted to offer contracts at the hiring fair to those individuals in identified high need areas. Those individuals offered contracts at the hiring fairs will not be subject to the same interview and hiring process as other new employees and the District has the right to assign these individuals to a vacant position within the District.

6. Prior to the end of the school year, the Association President and Director of Human Resources shall meet and establish an interview procedure for those vacancies considered during the summer months.

D. Related Teachers

Related teachers may be assigned to the same building.

ARTICLE VIII – REDUCTION IN FORCE

A. Reduction in Personnel

1. The following definitions are applicable to this item:

   a. "Employer" refers to the Board and the superintendent in their respective or combined functions relative to the determination of personnel needs and the employment, non-renewal, termination, or suspension of contracts of employees pursuant to the provisions of the Ohio Revised Code.

   b. "Teaching field" or "field" refers to a specific area of certification/license as designated on the certificate/license issued by the Ohio Department of Education, but does not include a temporary certificate or license.

   c. "Seniority" refers to the length of the most recent period of continuous service in the Elyria City School District for full time and part time (minimum .5) personnel. The seniority begins to run as of the date an employee assumes the duties of his/her position (not necessarily the same as the date scheduled to assume the duties). Continuous service for a given period means that the employee has been under contract for active service for each employee workday designated on the Board-adopted calendar(s) for that period. Authorized leave of absence for a period not to exceed two consecutive calendar years from the beginning date of the leave for any given leave and approved sick leave, assault leave, and personal leave days will be counted both for seniority and continuous service. There is no building seniority.

   d. "Attrition" refers to a reduction in the number of employees resulting from not employing replacement for employees who die, retire, resign, or whose limited contracts are not renewed on the basis of performance.

   e. When a long-term substitute is hired as a regular employee with no break in service, placement on the seniority list will be determined by the last date hired.

2. Except as provided in Section k., below, the following procedures will govern the reduction in the number of employees made necessary as determined by the Employer through decreases in student enrollments, curricular changes, and shortage of funds.

a. Attrition. The reduction in staff will first be accomplished through attrition insofar as it is possible to do so.

b. Long term substitutes and building substitutes, if any, shall be nonrenewed.

c. Suspension of Contracts. If the Board determines that further reduction is necessary, preference shall be given to staff members on continuing contract. Seniority shall not be a basis for determining the order of bargaining unit member dismissal for a reduction in force except when deciding between bargaining unit members who have comparable evaluations. Evaluations will be deemed comparable when bargaining unit members earn the same rating. Ratings are Accomplished, Skilled, Developing, and Ineffective.

Reductions will be achieved in accordance with the procedures for suspension of contracts as set forth in Section 3319.17, Ohio Revised Code. Employees with continuing contracts will be given preference.

d. Application of Seniority. Seniority shall only be considered where two or more individuals subject to a reduction have comparable evaluations. Seniority as a criterion for determining the order of suspension of contracts will be applied by teaching field to those employees who hold valid certification in the respective fields. A temporary certificate or license shall not be considered "valid certification" under this section.

e. Tie-Breaking Procedures. If all persons with comparable evaluations have the same seniority as applied in d., above, the tie-breaking procedures below will be followed in order of priority:

(1) The larger the number of years of service in the Elyria City School system prior to the latest uninterrupted period upon which the seniority is based, the greater the seniority.

(2) Within any group formed by the application of 1, above, the larger the number of years of service in another school district that was recognized for credit on the salary schedule at the time of appointment to a position in the Elyria City School District, the greater the seniority.

(3) Within any group formed by the application of (1) and (2) above, the earlier the date of Board action to hire, the greater the seniority.

(4) Within any group formed by application of (1), (2), and (3) above, the earlier the date of the bargaining unit member signing the contract, the greater the seniority.

(5) With respect to any group formed by the application of (1), (2), (3) and (4) above, if all such employees are to have their contracts suspended, the final selection will be made by drawing lots.

f. Notification. Employees whose contracts are to be suspended will be notified thirty (30) days prior to the effective date of the suspension.

g. Later offers of employment. When an opening occurs after the reduction in personnel has been effected, it will be offered to the employees concerned in the reverse order of their suspension of contract, using the respective mailing addresses on file in the human resources department. It shall be the responsibility of each employee to notify the human resources department of any change of address. The employee's address as it appears on the human resources department's records shall be conclusive when used in connection with this item.

An employee shall be eligible for re-employment under these procedures for twenty-five (25) calendar months following the effective date of the suspension.

An employee who is offered and declines re-employment, or who fails to respond within ten (10) calendar days of the mailing date to a written offer sent by certified mail, shall be considered to have voluntarily waived any further rights to re-employment under the provisions of this item. Conclusive evidence of the mailing date shall be the Post Office Receipt for Certified Mail obtained at the time of mailing.

h. Return to service. Personnel who return to service pursuant to g., above, will have the same seniority and contract status as if when they left. Placement on the salary schedule will be determined accordingly.

i. When a reduction in force is imminent a good faith effort will be made to advise the president of the Association prior to announcing the same to members of the bargaining unit.

No less than ten (10) days prior to a Board action to reduce personnel the Board will advise the Association to the extent known:

(1) Why the reduction is necessary

(2) The areas which are going to be affected

(3) The extent of the reduction in personnel

(4) The seniority of employees in the bargaining unit for which

(a) Limited Contract bargaining unit members will include:

(i) The date of initial assumption of duties for the most recent period of continuous service

(ii) All fields of teaching in Elyria for which the employee holds valid certification

(iii) Where employees having the same seniority will be affected by the reduction the following information will be added: The number of years of service in the Elyria system prior to the date of initial assumption of duties for the most recent period of continuous service, and the number of years of service in another school district that was recognized for credit on the salary schedule at the time of appointment to a position in Elyria.

(b) Continuing contract bargaining unit members will include the initial date of employment and all fields of teaching in Elyria for which the employee holds valid certification.

j. The provisions of this section do not apply to:

(1) Long-term substitutes

(2) Bargaining unit members employed after August 1 of any school year for the Auxiliary Services program for non-public school pupils unless such bargaining unit members have been previously employed by the Board.

(3) Building substitutes

k. Bargaining unit members suspended under Section 2.b. will be given preferential consideration as substitute bargaining unit members and part-time bargaining unit members. However, employment as a substitute or part-time bargaining unit member shall not disqualify that bargaining unit member from placement or continued placement on the reduction in force list for full time employment.

l. A draft seniority list shall be provided to the Association President before October 25th each year. The EEA shall distribute this draft and return all corrections to the Director of Human Resources by November 30th of that school year. A finalized seniority list shall be given to the EEA President by January 1st of that school year. Once the final list is given to the EEA President the list shall be deemed accurate for the remainder of the school

year and both parties may rely upon its accuracy for any actions taken under this section.

ARTICLE IX – EVALUATION, PROFESSONAL GROWTH, AND LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Bargaining Unit Member Evaluation

1. During the term of this Contract, the Board and the EEA shall meet annually to review any change in law regarding OTES/OSCES procedures and determine whether revisions to this Section are necessary. If so, the parties will effect changes through a Memorandum of Understanding.

2. Purpose

   The purposes of staff evaluations are:

   (1) Assess staff member's instructional performance.

   (2) Assist staff toward achieving greater effectiveness in performance.

   (3) Provide a tool to advance the professional development of staff.

   (4) Identify and document observed staff competencies.

   (5) Facilitate staff/evaluator communication.

   (6) Identify areas of improvement and assist staff members in remedying identified needs.

   (7) To constitute the basis for administrative decisions regarding the promotion, reassignment, and retention of staff members.

3. Teacher Evaluation

   The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers as established through the Ohio Teacher Evaluation System OTES 2.0, and will utilize multiple factors, with the intent of providing meaningful feedback to each teacher. Evaluation ratings will be based upon teacher performance and high quality student data and will result in an effectiveness rating of:

   - Accomplished
   - Skilled

- Developing
- Ineffective

Each teacher's Final Holistic Rating will be a combination of informal and formal observations and supportive evidence using the Teacher Performance Evaluation Rubric and high quality student data.

(1) Procedure

a. Evaluator

(i) There shall be one evaluator for each teacher and shall only consist of a building administrator.

(ii) A teacher that works at two (2) or more buildings shall be evaluated by the building administrator designated as the teacher's home school.

b. Evaluation Instruments

(i) Teacher performance shall be evaluated through both formal and informal observations and based on criteria established in the OTES 2.0 instrument. The following OTES 2.0 documents will be utilized during the teacher evaluation:

(a) Professional Growth Plan ("PGP")

(b) Pre-Conference (OhioES)

(c) Formal Holistic Observation/ Performance Rubric (1)

(d) Formal Focused Observation: with an emphasis on identified focus area/s (1)

(e) Classroom Walkthroughs (2)

(f) Final Summative Rating of Teacher Effectiveness

c. The evaluation cycle for teachers will follow the review procedure outlined in OTES 2.0. At the beginning of each school year, a teacher will collaborate with their evaluator to establish a PGP.

(i) A teacher who receives a rating of "Accomplished" on his/her most recent evaluation will be evaluated every three (3) school years, so long as the teacher submits a self-directed PGP to the evaluator that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on the plan.

(ii) A teacher who receives a rating of "Skilled" on his/her most recent evaluation will be evaluated every two (2) school years, so long as the teacher and evaluator jointly develop a PGP for the teacher that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on that plan.

(iii) The Board will elect not to conduct evaluations of teachers who:

(a) Were on leave from the District for fifty percent (50%) or more of the school year, as calculated by the Board;

(b) Submitted notice of retirement that was accepted by the Board no later than December 1 of the school year in which the evaluation is otherwise scheduled to be conducted; or

(c) Are participating in a teacher residency program under R.C. 3319.223 for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the State Board of Education for resident educators, with the exception of teachers in year one of ECS.

d. Observations – Full Evaluation

(i) A PGP or an Improvement Plan will be developed annually. Each plan will be:

(a) Based upon results of the previous year's evaluation; and

(b) Aligned to any existing school, District, or building improvement plan.

i. A teacher with a Final Holistic Rating of Developing will develop a PGP that is guided by the assigned credentialed evaluator.

ii. A teacher with a Final Holistic Rating of Ineffective will be placed on an Improvement Plan developed by the assigned credentialed evaluator.

*First Year/New Hire will create a PGP with his/her assigned credentialed evaluator based on goals for the future.

(ii) A minimum of two (2) formal observations and two (2) walkthroughs shall be completed during the evaluation period. A minimum of one (1) Formal Holistic Observation and one (1) Walkthrough shall be completed by January 15 and one (1) Formal Focused Observation and one (1) Walkthrough shall be completed no later than May 1.

(iii) Formal Holistic Observations will include the following:

(a) A pre-observation conference designed to facilitate and promote communication shall precede the Formal Holistic Observation and is an opportunity for the teacher and evaluator to discuss and review plans and objectives for the work situation to be observed.

(b) Formal Holistic Observations are to be conducted within five (5) workdays from the pre-observation conference and is the time in which the evaluator is actually observing the teacher in the classroom setting implementing a lesson. Each Formal Holistic Observation shall be for a duration of at least thirty (30) consecutive minutes and performed in an open environment with the full knowledge of the teacher. The first Formal Holistic Observation consists of the evaluator documenting all observed areas on the rubric as well as information collected through the pre-conference.

(c) Within five (5) workdays from the Formal Holistic Observation, the teacher and evaluator shall meet for the post-observation conference. This is the time for professional dialogue and to evaluate the activities which occurred during the Formal Holistic

Observation. During the post conference, the teacher and evaluator will determine the identified area(s) of focus. The focus may be area(s) of strength, area(s) for improvement, or both. The written observation/ performance rubric and the post-observation form shall be reviewed and provided to the teacher.

(d) Teachers with a Final Holistic Rating of Accomplished will select their own focus area(s). Teachers with a Final Holistic Rating of Skilled will select focus area(s) in collaboration with their evaluator. Teachers with a Final Holistic Rating of Developing will receive guidance from their evaluator to determine focus area(s). Evaluator will select the focus area(s) for teachers with a Final Holistic Rating of Ineffective.

(iv) Formal Focused Observations will include the following:

(a) The second formal observation will be a focused one that will occur after the Formal Holistic Observation. A Formal Focused Observation is at least thirty (30) minutes in length and emphasizes the focus area(s) identified after the earlier Formal Holistic Observation.

(b) The evaluator must document evidence related to the identified focus area(s); he/she also must document evidence to support a Final Holistic Rating at the end of the evaluation cycle.

(v) Classroom (Focused when applicable) Walkthroughs shall include the following:

(a) Walkthroughs shall typically last five (5) to eight (8) consecutive minutes with an emphasis on identified focus areas with applicable written evidence.

(b) Fully evaluated teachers will receive at least two (2) classroom walkthroughs. These may be announced or unannounced.

(c) Teachers shall be able to access completed walkthrough forms within five (5) workdays following the informal observation within OhioES.

(d) Teachers shall be provided the opportunity to provide additional evidence within five (5) workdays after receipt of the walkthrough.

(vi) The Board shall require at least three (3) formal observations of each teacher who is under consideration for nonrenewal and with whom the Board has entered into a limited contract or an extended limited contract under R.C. 3319.11.

(vii) In any year that a teacher is not formally evaluated as a result of receiving a rating of Accomplished or Skilled on the teacher's most recent evaluation, at least two (2) walkthroughs of the teacher shall be conducted and at least one (1) conference with the teacher shall be held. The conference shall include a discussion of progress on the teacher's PGP.

e. Finalization of Evaluation

(i) No later than May 10, a copy of the Final Holistic Rating shall be completed within the OhioES system for the teacher to access.

(ii) A combination of the teacher's holistic and focused observations, walkthroughs, and evidence will be used to produce the Final Holistic Rating utilizing the OTES 2.0 established evaluation matrix. A copy of the Final Holistic Evaluation Report will be made available to the teacher through OhioES.

(iii) A teacher's signature/PIN on the Final Holistic Evaluation Report shall verify notification of receipt and shall not be construed as evidence that the teacher agrees with the content of the evaluation report.

(iv) The teacher shall have the right to make a written response to the observations and final evaluation within ten (10) workdays, which shall be attached to the final summative form and placed in the teacher's personnel file.

f. High Quality Student Data

When using measures of student performance as evidence in a teacher's evaluation, those measures shall be "high quality student data" as defined by the State Board of Education. At least two (2) measures of high quality student data will be used to provide

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

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

(i) Knowledge of the students to whom the teacher provides instruction;

(ii) The teacher's use of differentiated instructional practices based on the needs or abilities of individual students;

(iii) Assessment of student learning;

(iv) The teacher's use of assessment data;

(v) Professional responsibility and growth.

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

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

g. Professional Improvement Plan

(i) A teacher that receives an ineffective Final Holistic Rating cumulative or summative rating, or if during the evaluation process, the evaluator determines the teacher displays ineffective performance, a Professional Improvement Plan may be initiated.

(ii) The Improvement Plan will be incorporated into the evaluation process and will be documented on the locally adopted Improvement Plan form.

(iii) So that an Improvement Plan can be effective and achieve positive results, the plan should be initiated within five (5) workdays from the date of the post-conference and shall

include specific performance expectations, timelines for completion, and to the extent possible, related training and development opportunities.

(iv) Teachers on an Improvement Plan shall be entitled to Association representation during evaluation conferences.

(2) There shall be no mention of "progressive discipline" or any other progressive discipline step, including misuse of sick/personal leave in any evaluation document.

(3) In the event a teacher experiences an extended absence or leave of absence which interrupts the evaluation process, such absence may result in an incomplete evaluation within OhioES, and the teacher will be put back on-cycle/full cycle the following school year.

Full Evaluation Timeline

Step	Completed By
Notification of Evaluation Cycle Status	September 15
Professional Growth Plan (goals written in OhioES)	October 15 (Due date for goal progress May 1)
Pre-Conference 1st Formal Holistic Observation and Rating Post-Conference (within 10 working days of the observation) 2 Forms of HQSD Entered in OhioES – by first observation	January 15
Pre-Conference Formal Focused Observation and Rating Post-Conference (within 10 working days of the observation)	May 1
Final Holistic Rating	May 10

Less Frequent Cycle (Off Cycle Year Requirements)

Step	Completed By
Notification of Evaluation Cycle Status	September 15
Professional Growth Plan (goals written in OhioES)	October 15 (Due date for goal progress May 1)
1st Walkthrough 2 Forms of HQSD Entered in OhioES	January 15
2nd Walkthrough	May 1
Final Holistic Rating with Conference on PGP Progress	May 10

4. School Counselor Evaluation

The evaluation procedure established in this agreement conforms to the framework for the evaluation of counselors as established through the Ohio School Counselor Evaluation System OSCES, and will utilize multiple factors, with the intent of providing meaningful feedback to each counselor. Evaluation ratings will be based on the school counselor's performance and metric of student outcomes and will result in an effectiveness rating of:

- Accomplished
- Skilled
- Developing
- Ineffective

Each counselor's Final Holistic Rating will be a combination of informal and formal observations and supportive evidence using the Counselor Performance Evaluation Rubric and metric of student outcomes.

(1) Procedure

a. Evaluator

(i) There shall be one (1) evaluator, who shall be a building administrator, for each school counselor.

(ii) A school counselor that works at two (2) or more buildings shall be evaluated by the building administrator designated as the school counselor's home school.

b. Evaluation Instruments

(i) School counselor performance shall be evaluated through both formal and informal observations and based on criteria established in the OSCES instrument. The following OSCES documents will be utilized during the counselor evaluation:

(a) Professional Growth Plan (PGP)

(b) Pre-Conference (OhioES)

(c) Formal Holistic Observations/ Performance Rubric (2)

(d) Walkthroughs (2)

(e) Final Summative Rating of School Counselor Effectiveness

c. The evaluation cycle for school counselors will follow the review procedure outlined in OSCES. At the beginning of each school year, the school counselor will collaborate with their evaluator to establish a PGP or Improvement Plan.

(i) A counselor who receives a rating of "Accomplished" on his/her most recent evaluation will be evaluated every three (3) school years, so long as the metric of student outcomes, for the most recent school year for which data is available, is skilled or higher on the evaluation rubric.

(ii) A counselor who receives a rating of "Skilled" on his/her most recent evaluation will be evaluated every two (2) school years, so long as the metric of student outcomes, for the most recent school year for which data is available, is skilled or higher on the evaluation rubric.

(iii) The Board will elect not to conduct evaluations of counselors who:

(a) Were on leave from the District for fifty percent (50%) or more of the school year, as calculated by the Board; or

(b) Submitted notice of retirement that was accepted by the Board not later than December 1 of the school year in which the evaluation is otherwise scheduled to be conducted.

d. Observations – Full Evaluation

(i) A PGP or an Improvement Plan will be developed annually. Each plan will be:

(a) Based upon results of the previous year's evaluation; and

(b) Aligned to any existing school, District, or building improvement plan.

i. A counselor with a Final Holistic Rating of Developing will develop a PGP that is guided by the assigned credentialed evaluator.

ii. A counselor with a Final Holistic Rating of Ineffective will be placed on an Improvement Plan developed by the assigned credentialed evaluator.

*First Year/New Hire will create a PGP with his/her assigned credentialed evaluator based on goals for the future.

(ii) A minimum of two (2) formal observations and two (2) walkthroughs shall be completed during the evaluation period. A minimum of one (1) Formal Holistic Observation and one walkthrough shall be completed by January 15, and one (1) Formal Holistic Observation and one (1) walkthrough shall be completed no later than May 1.

(iii) Formal observations will include the following:

(a) A pre-observation conference designed to facilitate and promote communication shall precede the formal observation and is an opportunity for the counselor and evaluator to discuss and review plans and objectives for the work situation to be observed.

(b) Formal observations are to be conducted within five (5) workdays from the pre-observation conference and is the time in which the evaluator is actually observing the counselor in the classroom setting implementing a lesson and/or fulfilling a counseling practice. Each formal observation shall be for a duration of at least thirty (30) consecutive minutes and performed in an open environment with the full knowledge of the counselor. The first formal observation consists of the evaluator documenting all observed areas on the rubric as well as information collected through the pre-conference.

(c) Within five (5) workdays from the formal observation, the counselor and evaluator shall meet for the post-observation conference. This is the time for professional dialogue and to evaluate the activities which occurred during the formal observation. During the post-conference, the counselor and evaluator will determine the identified area(s) of focus. The focus may be an area(s) of strength, area(s) for improvement, or both. The written observation/ performance rubric and the post-observation form shall be reviewed and provided to the counselor.

(d) Counselors with a Final Rating of Accomplished will select their own focus area(s). Counselors with a Final Rating of Skilled will select focus area(s) in collaboration with their evaluator. Counselors with a Final Rating of Developing will receive guidance from their evaluator to determine focus area(s). Evaluator will select the focus area(s) for counselors with a Final Rating of Ineffective.

(iv) Walkthroughs shall include the following:

(a) Walkthroughs shall typically last five (5) to eight (8) consecutive minutes with an emphasis on identified focus areas with applicable written evidence.

(b) Fully evaluated counselors will receive at least two (2) walkthroughs. These may be announced or unannounced.

(c) Counselors shall be able to access completed walkthrough forms within five (5) workdays following the informal observation within OhioES.

(d) Counselors shall be provided the opportunity to provide additional evidence within five (5) workdays after receipt of the walkthrough.

(v) The Board shall require at least three (3) formal observations of each counselor who is under consideration for nonrenewal and with whom the Board has entered into a limited contract or an extended limited contract under R.C. 3319.11.

(vi) In any year that a counselor is not formally evaluated as a result of receiving a rating of Accomplished or Skilled on the counselor's most recent evaluation, at least one (1) walkthrough of the counselor shall be conducted and at least one (1) conference with the counselor shall be held. The conference shall include a discussion of progress on the counselor's professional growth plan.

e. Finalization of Evaluation

(i) No later than May 10, the final summative evaluation rating for school counselor effectiveness shall be completed by the evaluator within OhioES.

(ii) The school counselor's signature/PIN on the summative evaluation report shall verify notification of receipt and shall not be construed as evidence that the school counselor agrees with the content of the evaluation report.

(iii) The school counselor shall have the right to make a written response to the observations and final evaluation within ten (10) workdays, which shall be attached to the final summative form and placed in the school counselor's personnel file.

(iv) The District will utilize Option 2 of the established ODE guidelines when entering data into the OhioES system, which includes a combination of the electronic and locally adopted OSCES forms, including the observation forms, rubric, final summative evaluation, and documented evidence.

f. Professional Improvement Plan

(i) A school counselor that receives an ineffective summative rating, or if during the evaluation process, the evaluator determines the school counselor displays ineffective performance, a Professional Improvement Plan may be initiated.

(ii) The Improvement Plan will be incorporated into the evaluation process and will be documented on the locally adopted Improvement Plan form.

(iii) So that an Improvement Plan can be effective and achieve positive results, the plan should be initiated within five (5) workdays from the date of the post-conference and shall include specific performance expectations, timelines for completion, and to the extent possible, related training and development opportunities.

(iv) School counselors on an Improvement Plan shall be entitled to Association representation during evaluation conferences.

(v) There shall be no mention of "progressive discipline" or any other progressive discipline step, including misuse of sick/personal leave in any evaluation document.

5. Certified-Other Evaluation

The certified-other staff evaluation process is based on OTES 2.0 and encompasses all other certified staff, including: Transition Coordinator, Home Liaison, Teacher on Special Assignment, School Nurse, Nurse R.N., Occupational Therapist, Physical Therapist, Speech Therapist, School Psychologist, and any certified staff member that does not teach at least half (.5) of the scheduled school day for the school year.

(1) Procedure

a. Evaluator

(i) Certified-Other staff will be evaluated each year for the first two (2) years of employment with the District with an option for an evaluation in the third year of employment. Following a year of participation in the evaluation process, support staff will be evaluated every third year of employment with the District.

(ii) There will be one (1) evaluator for each staff employee that will include the Building Administrator, Pupil Services Director, Academic Services Director, or designee.

b. Certified-Other staff performance shall be evaluated through formal observations and walkthroughs and based on established District criteria. The following locally adopted forms will be utilized for the Support Staff evaluation:

(i) Pre-Observation Form

(ii) Observation Form

(iii) Evaluation Rubric

(iv) Improvement Plan

c. Observations

(i) A minimum of two (2) formal and two (2) informal observations shall be completed during the evaluation period. The first formal observation shall be completed by January 15, and the second formal observation shall be completed no later than May 1.

(ii) Formal observations shall include the following:

(a) A pre-observation conference designed to facilitate and promote communication shall precede the formal observation and is an opportunity for staff and evaluator to discuss and review plans and objectives for the work situation to be observed.

(b) Formal observations are to be conducted within five (5) workdays from the pre-observation conference and is the time in which the evaluator is actually observing the support staff member. Each formal observation shall be for a duration of at least (30) consecutive minutes and performed in an open environment with the full knowledge of the staff member.

(c) Within five (5) workdays from the formal observation, the staff member and evaluator shall meet for the post-observation conference. This is the time for professional dialogue and to evaluate the

activities which occurred during the formal observation. The written observation/performance rubric shall be reviewed and provided to the staff member.

(iii) Informal observations shall include the following:

(a) Informal observations shall typically last five (5) to eight (8) consecutive minutes.

(b) The staff member will be provided a copy of the walkthrough form within five (5) workdays following the informal observation.

(c) The staff member shall be provided the opportunity to provide additional evidence within five (5) workdays after receipt of the informal observation form.

d. Finalization of Evaluation

Staff members shall have the right to make a written response to the observations within ten (10) workdays, which shall be attached to the observation form and placed in the support staff member's personnel file.

e. Professional Improvement Plan

(i) If at any time during the evaluation process, the evaluator determines through formal and informal observations that the staff member displays area(s) in need of significant improvement, the evaluator may initiate a Professional Improvement Plan.

(ii) The Improvement Plan will be incorporated into the evaluation process and will be documented on the locally-adopted Improvement Plan form.

(iii) So that an Improvement Plan can be effective and achieve positive results, the plan should be initiated within five (5) workdays from the date of the post-conference and shall include specific performance expectations, timelines for completion, and to the extent possible, related training and development opportunities.

(iv) Staff members on an Improvement Plan shall be entitled to Association representation during evaluation conferences.

(2) There shall be no mention of "progressive discipline" or any other progressive discipline step, including misuse of sick/personal leave in any evaluation document.

B. Professional Growth

If requested by the administration and approved by the superintendent, any bargaining unit member who enrolls in a course related to his/her instructional responsibilities at an accredited college or university shall receive partial or full reimbursement from the Board for tuition and books upon the completion of such course(s).

If approved by the superintendent, released time may be granted to attend professional meetings, conferences, or visitations which may provide the opportunity for the staff member's professional growth.

Interested employees may check with the principal, supervisor or coordinator to determine if financial assistance will be available for attendance at such activities.

Applications for professional leave and financial assistance for such leave shall be made on the prescribed form well in advance of the registration deadline, which is to be indicated on the application, in order to permit the application to be routinely processed in sufficient time to meet the needs of the applicant. In any case, such application is to be submitted not less than two weeks prior to the date for which the professional leave is requested. If priority processing is needed under special circumstances, the applicant may telephone or personally contact the supervisor concerned to request and to arrange for special handling of the application. Unless approved by the Superintendent or designee, no more than twenty (20) professional leaves requiring a substitute shall be approved on a particular day. Requests shall be considered on a first come, first served basis based upon receipt by the Superintendent or designee.

C. Professional Development Through Travel

To assist in obtaining possible tax deduction for travel that can be related to teaching assignments, bargaining unit members may consult with their principal or supervisors in advance concerning the relevance of the proposed travel to the teaching responsibilities. Such travel, though considered appropriate, is not required.

The bargaining unit member may request approval by submitting a written description of such travel to the principal or supervisor. If the principal or supervisor deems such travel to be relevant, he/she will approve and sign a statement thereon.

D. Tuition Reimbursement

1. The Board agrees to pay up to $200.00 per semester hour (2/3 of this amount will be paid for quarter hours) to full-time bargaining unit members who successfully complete (grade B or better or pass/fail with C or better) courses taken. Only course work taken by full time bargaining unit members in accordance with his/her approved individual professional development plan (IPDP) and are fulfilling a licensure applies under this section.

2. A bargaining unit member may receive reimbursement for a maximum of six (6) semester hours or nine (9) quarter hours per school year under this provision. A certified transcript and a receipt for tuition payments must be submitted to the Treasurer to be eligible for tuition reimbursement.

3. A bargaining unit member must teach in the District the year following the earning of the coursework credit to be eligible to receive tuition reimbursement.

4. The Board will appropriate for tuition reimbursement purposes a maximum of Eighty Thousand Dollars ($80,000) per school year to be allocated $52,500 for the classes taken between January 1 through August 31 and another $27,500 shall be allocated for the classes taken between September 1 and December 31. Any amount left over from the $52,500 allocation shall be rolled into the allocation for the second period. This amount shall not accumulate from school year to school year. If the amount of valid tuition reimbursement requests exceeds these amounts, eligible bargaining unit members will be reimbursed on a prorated basis computed by dividing the appropriated amount by the total number of credit hours District wide for which reimbursement is requested. Payment will be made during March for the classes completed September 1 – December 31 and during November for the classes completed January 1 – August 31. Transcripts and proof of payment must be filed with the Director of Human Resources no later than January 30 for the March payment and September 30 for the November payment. Courses which are completed outside of the dates prescribed above shall not be eligible for reimbursement. January through August coursework needs to be submitted by September 30 of the same calendar year it was completed. September through December coursework needs to be submitted by January 30 of the year following when the coursework was completed.

5. The amount of tuition reimbursement shall not exceed the actual cost of the tuition paid by a bargaining unit member for coursework. Additionally, bargaining unit members who are reimbursed by another agency shall be eligible for the difference, if any, between reimbursement to which they would be entitled and the amount received from the agency.

6. Bargaining unit members who hold a permanent teaching license/certificate shall be eligible for tuition reimbursement so long as he/she submits an IPDP to show the coursework will benefit the District by gaining another licensure/certification.

E. Professional Development

Administrators shall endeavor to develop professional development programs which are responsive to the needs of the bargaining unit members involved. An opportunity will be provided for the Association to have input into the planning of in-service programs.

A minimum of two (2) Districtwide Professional Development Days shall be determined by the Superintendent. These days shall include time assigned by the Superintendent or designee to work on any online Professional Development that may be assigned. Elementary and Secondary Professional Development Days shall be held on the same day.

F. Local Professional Development Committee

1. Purpose

   A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities that are based on improving student achievement.

   The purpose of the LPDC is limited to the review and approval of individual professional development plans and professional development activities for recertification and licensure as specified by ORC 3319.22 and OAC 3301-24.

   The LPDC shall have no authority or affect to revise, delete, add to or modify any article or section of this negotiated agreement. Actions of the LPDC are not to be contrary to the negotiated agreement or law.

2. Committee Composition and Selection

   a. The committee shall be comprised of 13 members as follows:

   - Members
     3 Elementary Teachers selected by EEA
     3 Secondary Teachers selected by EEA
     3 Administrators selected by all Administrators
   - These positions should be constant
     EEA Member of Executive Cabinet
     Director of Human Resources
     Academic Services (elementary and secondary)
   - LPDC committee can consult with content area specialist as needed.
   - Co-chairs: Director of Human Resources and E.E.A. Exec. Cabinet Member.

b. The LPDC shall adopt policies and procedures. These policies and procedures, as amended from time to time, shall be reviewed and approved by the Liaison Committee. These policies and procedures will be distributed to each certified/licensed employee. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the association.

c. The association shall determine the length of the term of office for the teacher members of the LPDC. The length of terms shall vary to allow for staggered terms.

3. Training, Compensation and Support

Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of the LPDC/certification/licensure. The Committee shall decide on appropriate training and LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training. Any leave that is necessary, for the above training, will be charged against professional leave.

The meeting schedules of the LPDC will be established at the first committee meeting of each school year. If release time is not granted, bargaining unit members shall be paid the hourly rate specified in Article XII, Section D.

G. Resident Educator Program

This article and all criteria for Resident Educator Program eligibility and responsibilities will adhere to R.C. 3319.223, O.A.C. 3301-24-04 (Teacher residency), and the guidelines and requirements of the Ohio Department of Education (ODE).

1. Protections

Other than a notation to the effect that a teacher has served as a Mentor, the teacher's activities as a Mentor shall not be part of that teacher's evaluation or any other employment decisions.

Not later than six (6) weeks after the initiation of the Resident Educator Program, the Mentor may exercise the option of being relieved of a mentoring assignment.

Training for all affected parties must address legal, contractual, and professional confidentiality issues.

2. Compensation

Mentors shall be paid a stipend of 2.6% of the current base salary per Resident Educator.

If the assignment does not last the entire year, compensation will be prorated for the year.

Resident Educators participating in the Resident Educator Program may be allotted up to two (2) half-day professional development release days to work on assigned tasks. These professional development dates will be coordinated through the district's Lead Mentor/Facilitator and Human Resources Director.

3. Lead Mentor

   a. The Lead Mentor, if any, will be appointed by the Superintendent or designee.

   b. The Lead Mentor will work with administration to secure Mentors for the Program and assign Mentors to Resident Educators. The Lead Mentor will also provide assistance to Mentors and shall be the Facilitator for Resident Educators within their second year of the Program.

   c. The Lead Mentor will work with year one Resident Educators and Mentors on paperwork and assignment obligations due to the Ohio Department of Education.

   d. The Lead Mentor will be provided half (1/2) time release to perform the responsibilities of the position and will be provided office space.

   e. The Lead Mentor will not have a formative evaluation role and shall not participate in the evaluation of any Resident Educator.

   f. The Lead Mentor will not be requested to make any recommendation regarding the continued employment of any Resident Educator.

   g. The Lead Mentor will be reimbursed for mileage for necessary travel between school buildings.

   h. The Lead Mentor must complete the state-required Mentor training and any Facilitator online module training required by ODE.

4. Long term substitutes are not eligible to be enrolled in the Resident Educator Program in year 1 with a licensed mentor unless they are in the second year of their Resident Educators License.

ARTICLE X – LEAVES OF ABSENCE

A. Student Discipline and Bargaining Unit Member Protection

1. Assault Leave

Employees absent from assigned duties because of physical disability directly resulting from a physical assault occurring during the performance of their employment assignment will be maintained on full pay status during the period of approved absence.

In accordance with Section 3319.143 of the Ohio Revised Code, the following rules are established by the Elyria City Board of Education.

a. Assault leave shall not exceed ninety (90) days. The superintendent, or designee, shall grant upon request of an employee, assault leave with full pay up to ninety (90) days as determined by the attending physician. Should the employee request additional days of assault leave, the superintendent, or designee, shall have the sole discretion of extending the assault leave previously granted.

b. Employees who have been physically attacked or a witness to the attack, if any, shall make an immediate report of the attack to the building principal or such other school administrator who may be on duty. A written report shall be made by the employee to the proper school administrator before the end of the day or as soon as the employee is physically able. Such report shall contain all relevant facts and include the names of teachers, students and/or other persons who were witnesses or may have participated in the attack.

c. Employees absent from assigned duties as a result of a physical attack on the employee by another person during the period of their employment assignment shall submit a signed request for assault leave on the Assault Leave Form immediately or as soon as they are physically able. Until such time as the Assault Leave Form is submitted and approved, the employee shall enter such time into the online absence reporting system as sick leave with a comment explaining that he/she is seeking Assault Leave approval. If medical attention was required as a result of the physical assault, the certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be paid and before the employee may be allowed to resume the regular assigned duties.

d. Assault leave shall not be charged against sick leave earned by the employee under Section 3319.141 of the Ohio Revised Code.

e. Employees who have filed complaints of physical assault suffered during their employment assignment in an appropriate court and who are required by court to be absent from assigned duties at a later date for purposes of appearing in court shall request and receive assault leave with full pay for the day(s) of absence required by the court.

f. If an employee is convicted of criminal assault in a court of competent jurisdiction, which resulted in the injury this article shall not apply.

The Board and school administrators will cooperate in every reasonable way with bargaining unit members who sustain injuries from physical assaults as cited above. It should be understood that, when a physical assault occurs, the bargaining unit member has the right to use and apply such amount of force as is reasonable and necessary to quell a disturbance. The bargaining unit member may also obtain assistance. It also should be fully understood that a bargaining unit member assaulted in the course of employment has the right to file a claim with the Ohio Bureau of Workers' Compensation ("BWC") for reimbursement of hospital and doctor bills and will be properly and promptly assisted by a member of the administrative staff, but cannot collect full pay and BWC indemnity simultaneously.

2. Verbal Assault

In case of verbal assault the procedures to be followed shall include, but are not limited to, the following:

a. A bargaining unit member who has been verbally assaulted may make an oral report to the principal or his/her designee. The bargaining unit member shall make a written report to the principal before leaving school that day or as soon as possible. The report shall contain all relevant facts and include the names of bargaining unit members, students and/or other persons who were witnesses to the assault.

b. The principal shall notify the superintendent or designee regarding verbal assault involving threats against persons or property when there is probable cause for believing that the threatened actions could become reality. In such cases, the principal, if he/she deems it necessary, shall notify the police. In any case, the bargaining unit member, acting in a personal capacity may notify the police if he/she judges such notification to be necessary. If it is determined that charges should be filed against the student, the bargaining unit member will file a complaint with the Juvenile Court or the City Solicitor, as appropriate, and provide such reports as may be required for the processing of the case.

Also, in such cases the accused student or students shall be removed from classes immediately and detained by the principal pending an investigation

and decision regarding disciplinary action appropriate to the case. Charges may be filed against the student as indicated in the previous paragraph. If the charges are filed and substantiated, and if and when the student may be permitted to return to classes, he will be transferred out of the assaulted teacher's class upon the teacher's request provided a suitable alternative class assignment can be made.

3. Due Process

The above procedures shall be carried out in a manner consistent with requirements of due process of students.

4. Bargaining Unit Member Appeals

If a bargaining unit member is dissatisfied with administrative handling of student discipline problems, he/she may initiate a complaint with the building principal who shall respond to the complaint within three working days, except at the end of the school year, when the response shall be within five calendar days. If as a result of the complaint, the complainant believes that a procedure should be developed or modified, the issue shall be referred to the Building Discipline Committee. If the matter is not resolved by the Building Discipline Committee within five calendar days, the Discipline Resource Group shall provide assistance.

5. Every effort will be made to inform the appropriate bargaining unit member(s) of any known data regarding students which is pertinent to maintaining classroom control. There shall be no violation of any information privileged under law.

6. Personal Property

A bargaining unit member who is assaulted as set forth in Section 1 above and whose personal property is damaged during such assault shall make a written report with his/her building principal immediately or as soon as they are physically able regarding the damaged item(s) and its/their value. The building principal or designee shall endeavor to obtain written statements from witnesses to such assault or damage of personal property. Bargaining unit members whose vehicles are vandalized on school property may request that the principal or HR Director investigate the damage.

B. Court Duty Leave

Any full-time employee called for jury duty, who is issued any subpoena, or is required to be in Court on a job-related matter shall upon request be excused to perform such service and will receive regular compensation for the time required to fulfill this obligation during regular work hours. The employee shall pay to the Board the amount of money received for such duty or any per diem fees available from the party issuing the subpoena. Time served for court duty under these provisions will not be charged to any other leave. To be

eligible for compensation, the employee must provide the superintendent or designee (a) notice of his/her summons or a copy of the subpoena (as soon as possible prior to the date of such service) and record it as court leave in the employee absence program, and (b) a Clerk of Court's certificate or other documentation of the Court stating the dates served and compensation received together with a statement of actual time served. Employees desiring full compensation for any partial date of Court duty shall immediately notify the superintendent or designee when excused by the Court for the day and then report promptly to their regular duty locations unless the superintendent or designee instructs them otherwise. This provision shall not apply to any employee who is a plaintiff against the Board of Education.

C. Sick Leave

Unused sick leave accrued to an employee in accordance with ORC 3319.141 will be cumulative. Any bargaining unit member unless otherwise excluded in the Master Contract who is on sick leave with pay when schools are closed for calamity days, shall receive their regular pay. Such days shall not be charged to sick leave.

Each full-time employee of the Elyria City Board of Education under annual or regular school year contract, shall earn one and one-quarter (1-1/4) days of sick leave credit for each month of completed service to a maximum of 15 days per year. Any employee who is absent for five (5) or more consecutive days in that school year shall provide to the Director of Human Resources or his/her designee a doctor's note regarding the absence.

Bargaining unit members, unless otherwise excluded in the Master Contract and staff members beginning their teaching in Ohio are automatically advanced five days of sick leave credit. Additional sick leave credit does not accumulate until said bargaining unit member has been in the Board's employment a sufficient time to have earned the five (5) days so credited.

Unused sick leave credit accumulated in the Ohio Public Schools and other public agencies in Ohio only is transferable, and such transfer must occur within ten (10) years of their separation from the previous public agency employment.

"Immediate Family" as used in this section shall mean husband, wife, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, grandparent grandchild daughter-in-law, son-in-law and step-children or anyone who has been living in the same household as integral part of the family and stands in a similar position to the aforelisted persons, and is meant to cover areas where a relative or even a person who is not a relative has accepted the privileges of the home as a continuous occupant thereof and has become a part of the family life.

Sick leave not to exceed one (1) day shall be granted to attend the funeral of a grandparent, niece, nephew, grandchild, aunt, uncle, brother-in-law, sister-in-law, or son-in-law, or daughter-in-law.

In addition to the above, the superintendent may grant an employee sick leave not to exceed one (1) day to attend a funeral when it is clearly the obligation of the employee to attend such funeral.

Sick leave use will only be approved in segments of whole or half days. Half days will be charge for absence due to illness up to three and one half hours in duration, and whole days will be charged for absence due to illness in excess of three hours.

Bargaining unit members absent from regular duties because of illness or other leaves shall file, in duplicate, a statement on the prescribed forms supporting the use of sick leave credit during their absence. Such statements must be filed with the director of human resources within thirty (30) calendar days after the return to work. A separate statement is required for each separated period of absence. Failure to submit the prescribed form within thirty (30) calendar days of absence may result in a loss of pay for the day(s) of absence. If the Board has a reasonable basis, including but not limited to the timing or pattern of absences, to suspect an employee is falsifying the use of sick leave, the Director of Human Resources will meet with EEA Presidents(s) to review the matter and afterwards may require the employee to provide additional documentation including an actual physician's statement setting forth the basis of and necessity for sick leave.

Falsification of a signed statement supporting the use of sick leave is grounds for suspension or termination of employment. Excessive absences may result in discipline. The burden will be on the Administration to present evidence that the absences are excessive.

D. <u>Personal Leave</u>

1. A bargaining unit member is entitled to three (3) unrestricted personal days each year.

2. Personal leave may not be used to work another job including self-employment.

3. However, Fridays in May are restricted to urgent personal business that cannot occur on any other day, and any personal leave requested for a Friday in May must have prior approval from the Superintendent or designee.

4. If such leave is requested for the day before or the day following a scheduled school break, the employee must submit the reasons in writing to the Superintendent or designee for approval. Personal days that correspond with scheduled school breaks will be denied when such leave poses an undue hardship or impacts student learning.

5. However, such denial shall not be arbitrary or capricious.

6. Additional unpaid days must be approved in advance by the Superintendent.

7. Any unused personal days shall be converted to sick leave days at the end of the school year and added to sick leave accumulation.

E. Parental/Family Leave

The Board shall provide Family and Medical Leave Act (FMLA) leave in accordance with federal law. Links to all current and updated FMLA information and forms are available on the Employee Resources page of the District website.

F. Sabbatical Leave

Employees may request an unpaid leave of absence for study purposes in accordance with the following provisions:

1. Eligibility for Professional Improvement Leave

    a. An employee must have completed at least five years of service in the Elyria City Schools prior to the granting of approval for professional improvement leave.

    b. Candidates for professional improvement leave shall have at least five years expected service remaining at the time such leave is requested.

2. Procedure for Applying for Professional Improvement Leave

    a. A written application shall be submitted to the director of human resources including an outline of the proposed study.

    b. Applications and all other pertinent materials shall be submitted to the director of human resources no later than May 1 proceeding the year for which the leave is being requested.

    c. Such requests shall be submitted to the Board for approval or rejection by June 1 following the application.

3. General Conditions

    a. Employees granted leave for professional improvement may retain group hospitalization coverage by requesting such in writing to the treasurer and by submitting a check by the first of each month to cover the premium.

    b. Employees on professional improvement leave shall not accept full-time teaching jobs with another district.

c. The Board reserves the right to limit the number of persons on professional improvement leave to one (1) percent of the number of employees in the bargaining unit.

d. Leaves shall be limited to one school year.

e. Individuals returning from leave for professional improvement will be placed in the same position if possible as determined by the superintendent or designee, but they may be assigned to another position for which they are certified.

f. Employees returning from leave for professional improvement shall assume the same contractual status held at the time the leave began with the exception that additional compensation may be granted for additional graduate credit gained while on leave. Official transcripts of such credit shall be submitted to the director of human resources in accordance with administrative regulations.

g. Employees on leave for professional improvement shall notify the director of human resources in writing by April 1, preceding the year of their intended return.

G. Personal Leave Bank

1. Establishment

a. A personal leave bank will be maintained. Each member of the bargaining unit may voluntarily donate a maximum of one (1) unused personal leave day per school year to the Personal Leave Bank which enrolls them as a member of the bank.

b. All contributions to the Personal Leave Bank must be authorized by the contributing employee in writing by October 1 for the current school year or May 1-30 for the following school year, and no contributions will be effective without said written authorization. Except as otherwise provided herein, once donated, day(s) contributed to the Personal Leave Bank are not returnable.

2. Operational Procedure

a. Use of days from the Personal Leave Bank will be limited to those members who have contributed to the bank.

b. Use of days from the Personal Leave Bank will be limited to catastrophic, serious debilitating or life-threatening illness or injury, or non-elective surgery, of the member or member's immediate family. Immediate family

shall be as defined in sick leave. A doctor's statement is required with the application in order to be considered.

c. If the Personal Leave Bank total falls below thirty (30) days at any point during the school year, the Treasurer will reopen the Personal Leave Bank contribution window for contributions. Any full-time bargaining unit member who is currently participating in the Personal Leave Bank may contribute one (1) additional day.

d. Days remaining in the bank at the end of each year will carry over to the following year.

e. The Board will keep track of accumulated days and provide a list of eligible leave participants to the EEA President at the beginning of each school year.

3. Personal Leave Bank Committee

a. The Superintendent and EEA President shall mutually determine eligibility for persons who apply for use of paid leave from the personal leave bank, and shall determine the number of personal leave bank days authorized to the employee. The number of days will not exceed thirty (30) days. Such eligible employees must have exhausted all of their sick leave accumulation to be eligible.

b. If a bargaining unit member is considered for disbursement of personal leave bank days, he or she must first contribute his/her remaining personal days to the personal leave bank before any days are disbursed to the bargaining unit member.

c. Should an employee who received a disbursement of personal leave days from the bank need additional days, he/she may reapply for possible approval and additional disbursement of days from the Personal Leave Bank Committee.

d. The Superintendent/EEA President will be responsible for developing the forms needed to operate the Bank.

e. Any decisions made by the Superintendent and EEA President shall be final and binding and are not subject to the grievance procedure.

H. Attendance Incentive Compensation

1. All bargaining unit members will receive a Six Hundred Dollar ($600.00) attendance incentive stipend as described below.

2. Any occurrence of absence other than Professional Leave, Association Leave, or Court Leave (jury duty, any subpoena, or work related), One Hundred Fifty Dollars ($150.00) for a full day or Seventy-Five Dollars ($75.00) for a half day will be deducted from the Six Hundred Dollar ($600.00) annual stipend.

3. Any remaining money left in the stipend at the end of the school year will be paid to the member in August following the end of the school year.

4. Bargaining unit members hired after the first teacher work day of the school year shall not be eligible for the benefit until the following year.

5. This program will be evaluated at the end of the 2025-2026 school year and will only continue in effect after that year by written mutual agreement of the parties.

I. Day for Religious Observation

Any bargaining unit member who is required by their religious beliefs to observe a religious holiday on a day which does not fall on a scheduled day of district closure, or a legal holiday shall be entitled to one full work-day of paid time off per school year. Such observance should be one that traditionally requires an entire day off for such observance. Requests for such absences shall be made in writing to Human Resources at least 15 school days prior to the holiday to allow for appropriate coverage. Such leave shall not be counted against the attendance incentive. Falsification of this leave shall result in disciplinary action up to and including termination.

ARTICLE XI – FACILITIES AND WORKING CONDITIONS

A. School Discipline

1. Building Action Discipline Plan

   a. Every school shall develop and implement a building action discipline plan ("The Plan") no later than November 1. This plan shall be a part of the Building Continuous Improvement Plan.

   b. The plan will include but shall not be limited to: (1) building focus and mission statement; (2) guidelines for staff and students; (3) methods of implementation and communication; and (4) process of monitoring; (5) if a mandatory in school suspension room or intervention room is established in a building, it shall be staffed by a certified staff member or classified member.

   c. Annually each building will designate a committee and/or subcommittee of the site-based committee. The plan will be developed by a joint committee, school improvement team, minimally composed of four (4) persons, half of

which will be selected by the EEA and half selected by the building principal. All committee recommendations will be made by consensus.

d. Responsibility for implementation of the discipline plan will be shared equally by all staff members and administrators.

e. This plan shall not supersede the district pupil code of conduct, state, federal or local laws, rules or regulations.

f. Problems of interpretation shall be first referred to the Discipline Resource Group and if no resolution is reached to the EEA/Superintendent Liaison Committee.

2. Discipline Resource Group

a. The Discipline Resource Group (DRG) shall provide assistance to school employees in the following ways:

(1) Upon request, assist building in the development and implementation of building discipline plans;

(2) Provide behavioral management training based on current research and best practices;

(3) Enhance communication regarding discipline issues;

(4) Instruct staff concerning Elyria's Code of Pupil Conduct;

(5) Provide behavioral consultation.

b. The Discipline Resource Group (DRG) shall be composed of:

(1) Superintendent or designee;

(2) EEA officer;

(3) Four (4) teachers (elementary, middle school, high school, special education)

(4) Four (4) administrators (special education director or designee, elementary, middle school, high school)

(5) A behavioral consultant

(6) A pupil service representative.

c. The DRG shall report to and be accountable to the EEA/Superintendent Liaison Committee.

d. The DRG shall adopt policies and procedures. These policies and procedures, as developed and/or amended by consensus of the committee, shall be reviewed at the Superintendent/EEA Liaison at least once a school year.

e. The meeting schedule of the DRG will be established at the first committee meeting of the school year. That meeting will be held by November 1 of each school year.

B. Classroom Conditions

Staff members will work under safe and healthful conditions. Questions concerning classroom conditions shall be discussed with the building principal. Adequate facilities will be maintained.

Whenever the temperature of a school building and/or classroom falls below 60°F, in a secondary building or below 62°F, in an elementary school building, the principal in consultation with as many affected bargaining unit members and other employees as feasible shall determine whether a recommendation for closing the school will be forwarded to the superintendent. If the temperature falls below the levels specified above, the bargaining unit member shall so notify the principal as soon as possible.

If the temperatures of a classroom other than gymnasium remains below 60°F in a secondary school building or below 62°F in an elementary school building for a ninety-minute period during which students are present, the principal will arrange to move the class to a warmer location.

The administration will endeavor to maintain reasonable temperatures dependent upon season during regular instructional hours. Ongoing issues will be reported by submitting a work order.

C. Faculty Facilities

The Board shall endeavor to provide educational facilities and faculty lounges that conform to local and state health and safety codes.

Bargaining unit members will be provided restroom facilities that are separate from those provided for students.

As approved by the superintendent or designee, beverage-dispensing and coffee-making devices may be placed in a school building and made available to employees.

A refrigerator will be provided for bargaining unit members' use in each school building.

If not already provided and if requested by the individual employees concerned, the Board will endeavor to make available the following:

1. For each employee a desk or work space and a file cabinet in each of the buildings where the employee is assigned to work.

2. Telephones, in at least the number indicated as follows, for bargaining unit members to use for conducting school business.

    a. One telephone in each elementary school and middle school building

    b. Two telephones in each senior high school building

3. The number of teaching staff in a building will be taken into consideration when decisions are made to replace and/or add copy machines. Bargaining unit members shall have access to building copy machines. The use of copy machines utilized by office staff, special organizations or specific departments may be restricted at designated times.

4. When not being used for student instruction, computers will be made available in each building for bargaining member use.

In cases where on-school property or street parking is not available for all employees who drive to school, if requested, the Board will endeavor to provide additional parking facilities in proximity to the assigned building.

D. Health and Safety of Staff Members

If an employee has reasonable cause to believe that in the performance of his/her assigned duties a condition exists which endangers his/her health or safety, the employee will transmit such information to the principal or immediate supervisor who will investigate and issue instructions regarding the matter. If the employee is not satisfied with the decision of the principal, or immediate supervisor, he/she may request a review of that decision by the superintendent or designee whose decision shall not be grievable under Article III of this agreement.

If the Superintendent and/or designee or representative determines that there is a general civil disturbance in the area of the school, no bargaining unit member will be required to attend that school while the emergency exists. In the event of disorder or other emergency while school is in session and a bargaining unit member is in charge of pupils such bargaining unit member shall use the judgment of a prudent person in caring for the safety and welfare of such pupils.

If the State Superintendent of Public Instruction determines that a school was closed because of epidemic or other public calamity as provided by law, or if school is closed due

to utility failure, affected employees shall be paid for the days that their school was closed to the extent that such payment is permitted by law. However, if the school calendar must be extended to meet the minimum number of days that school must be open for instruction as designated by law, the total payment to an employee will not exceed the salary stipulated in the employee's contract for that school year.

In the case of absence resulting from travel difficulties between the staff member's local residence and place of employment, provided these difficulties are caused by flood, storm, terrorism or other uncontrollable conditions (acts of Nature), the superintendent shall waive salary deduction if, in his/her judgment, the employee made every reasonable effort to get to his/her place of employment. In the case of absence due to damage or serious and immediate threat of damage to a member of the professional staff's residence resulting from flood, storm, or other uncontrollable conditions, the superintendent shall waive the salary deduction if, in his/her judgment, such absence was imperative to the protection of property and/or personal safety or the employee and his/her immediate family. Leave granted for any of the absences in this paragraph shall be considered personal leave and any personal leave accumulated by the employee would be charged accordingly.

No bargaining unit member will be expected to report to work while the school(s) is closed for instruction by the superintendent. Bargaining unit members will not be required to work beyond the days specified in the contract unless compensated for same at the bargaining unit member's daily rate of pay.

Crisis plans will be reviewed and distributed by October 31 of each school year.

E. Staff Participation in School Design

Employees will be given the opportunity to be involved in developing the educational specifications for new/redesign educational facilities.

F. Elementary School Counselors

Every attempt will be made to make a phone and room available for elementary school counselor's use.

G. Site-Based Decision Making Joint Study Committee

1. Site-Based decision making is an educational concept supported by the Board of Education and the Elyria Education Association, designed to promote efficient learning environments in the Elyria Schools. This concept empowers those most directly affected to have greater control of building decisions.

2. Each building will establish a Site-Based Decision Making Steering Committee (SBDMC) by November 5 of each year. The SBDMC will be composed of a minimum of five members (4 bargaining unit members and the principal) and a maximum of twelve (11 bargaining unit members and the principal). The process

of selecting the bargaining unit members will be determined by the home based bargaining unit members. The SBDMC shall be separate from the BLT in each building so meetings shall not be held jointly with BLT meetings.

3. Members volunteering to serve on the committee should do so with the understanding that additional commitments of time will be required on their part. The SBDMC for each building must determine a process of rotating membership among bargaining unit members and the possible addition of representatives from other groups. The SBDMC shall not meet during the student day.

   The SBDMC will assume responsibility to make decisions designed to improve the education of the students in its building. The committee will use data, information and the suggested ideas from all stake holders in an effort to create an efficient and effective learning environment. Subject to the provisions of this Master contract the SBDMC may choose to make decisions solely within the committee, or the committee may choose to involve the staff and community as a whole.

4. The focus and authority of the SBDMC shall include, but not be limited to proposals for deviations of the Master Contract. Additionally, each SBDMC shall work to establish building educational goals consistent with the philosophy and goals of the Elyria City Schools and develop a culture of sharing decision making that could include staff selection and interviews, budgeting or any other activity that enhances efficient and effective learning environments.

5. Any staff member may discuss and present ideas to SBDMC, or individuals on the SBDMC, on any topic that meets the purpose identified in paragraph one. Additionally, the only areas of the Master Contract where deviation is permitted are as follows:

Article V		
Section	A.	Workday
	B.	Starting and Ending Time
	C.	Lunch and Planning Time
	E.	After School Conferences
	F.	School Staff Meetings
	G.	Number of Working Days
	H.	NEOEA Day
	K.	Lesson Plans
Article IX		
Section	B.&C.	Professional Growth/Program Development designed to meet the specific and unique needs of students at the building
	E.	In-service Training
Article XI		
Section	C.	Faculty Facilities
	E.	Staff Participation in School Design

In addition, the site based committee may address the following non-contractual issues:

a. Arrangement of students and staff time during the day.
b. Involvement in personnel recommendations (determining the number and staff employed at the building, staff selections).
c. Building level budgets for teacher travel and conferences, instructional supplies and other supplies, based on allocation determined by the Superintendent and Treasurer, with the ability to save or reallocate money without District recapture of dollars at the end of the fiscal year.
d. Supplemental instructional materials in addition to those core instructional materials adopted by the Board of Education.
e. Collection and spending of student fees and fines.
f. Curriculum adaptations (designed to provide for the special and unique needs of students in the building, i.e. interdisciplinary work).
g. Looping

Additionally, bargaining unit member meetings outside the workday will be considered by the SBDMC.

The qualifiers for processing ideas are as follows:

a. No additional cost to the district
b. No adverse effect on other buildings
c. Must meet the criteria of promoting efficient and effective learning environments in Elyria Schools.

6. The SBDMC will review all ideas, seek additional resources where helpful, and invite discussion from all members of the staff. Prior to making recommendations to the staff as a whole, the SBDMC will have reached consensus regarding proposed deviations. Such deviation will be presented in writing to the Superintendent and President of the EEA through Liaison.

7. All recommendations under Article IX, Section G. that require deviation from the current Master Contract will be presented in writing to the Superintendent and EEA President at least five (5) days before a scheduled Superintendent-EEA Liaison meeting. If affirmed by liaison, it shall be brought to the Staff as a whole for discussion.

8. Prior to any waivers for contract deviation being instituted, a sample ballot stating the full language changes, duration of changes, and explanations of the changes are to be provided to the staff. The staff may accept or reject the recommendations as stated on the ballot through a secret vote, monitored by the members of the EEA on the SBDMC. A seventy percent (70%) affirmative vote of those members voting shall be required to deviate from any item or provision found in the Master

Contract. The building SBDMC, with input from the staff, will determine the method of evaluating the change.

9. All waivers approved by the staff shall be signed by the members of the SBDMC. Copies will be sent to the Director of Human Resources and the President of the Elyria Education Association.

10. In cases where a misapplication or dispute arises from the process of contract deviation, such complaint shall be brought to the Superintendent/EEA Liaison meeting. The complaint may be resolved at the Superintendent/EEA Liaison meeting or a process for dispute resolution may be developed at the Liaison meeting.

11. The Board of Education and the Elyria Education Association understand that support is needed to ensure the success of school Site-Based Decision Making Teams. With that end in mind, the Board of Education and the Elyria Education Association will work cooperatively to provide training during the 2002-2003 school year and every two years thereafter in the following areas:

    a. Budget development, projects and allocations.
    b. Site-Based Committee team training.
    c. Administrative training in shared decision-making and participative management.
    d. Other areas based on needs defined by each building or the District.

12. Effective with the 2000-01 school year, site-based decisions and contract waivers will continue in effect for a period not to exceed three years. After three years, an evaluation of the effectiveness of the waivers or decisions will be made and a reaffirmation vote will be required for any decision or waiver to continue. A seventy (70) percent affirmative vote of those members voting shall be required to discontinue the waiver or decision. Any such decision or waiver which has been in effect for at least three years at the conclusion of the 2000-01 school year is subject to this reaffirmation.

13. Areas that are <u>not</u> subject to Site-Based Decision making at the building level:

    a. Raising revenue and determining the District budget (both general fund and capital improvement money).

    b. Capital expenditure – new construction, renovation, major repairs and equipment.

c. Establishing educational performance outcomes at each grade level and within each subject area.

d. Approval and adoption of core instructional materials that meet the educational performance outcomes.

e. Staff Development for Courses of Study and its implementation, including core instructional materials, CBE implementation, and other curriculum/instruction needs.

f. District services such as transportation, food service, extra-curricular programs.

g. Screening of candidates for jobs.

h. Substitute lists for employees within various job categories.

i. General District community relations programs.

j. Board of Education policy, procedures, and contracts dealing with employee benefits, salary, Association rights, employee rights, due process, and requirements mandated by Federal, State or Local laws.

k. District Code of Pupil Conduct, and student rights, due process and projections under Federal, State and Local law.

l. Gathering data regarding student performance and achievement.

14. Dispute Resolution

a. Disputes among members of a Site-Based Committee will be referred to the Joint Committee for Site-Based Decision Making will:

1. Solve the problem.

2. Refer the problem to the Superintendent-EEA Liaison meeting.

b. Disputes between District and buildings will be resolved by the Superintendent/EEA Liaison.

ARTICLE XII – SALARY, FRINGE BENEFITS AND PAYROLL

A. Salary and Longevity

1. Salary

Percentage
3.0% January 1, 2023 $400.00 Stipend to be paid by December 15, 2023
3.0% August 1, 2024
3.0% August 1, 2025

No previously frozen vertical steps will be reinstated.

The bargaining unit member salary index schedule will remain the same as in the current agreement.

2. Junior ROTC Instructor Salary Schedule

Junior ROTC Instructors will be placed on the bargaining unit members' salary schedule at a level that provides compensation to meet the instructor's pay as if they were on active military duty less their military pension. Placement on the bargaining unit member's salary schedule will also include the instructor's educational level.

3. Longevity Pay

The salary schedule includes longevity enhancements as follows:

Years of Experience	Longevity Payment (% of BA base salary)
14-19 inclusive	2.0%
20-24 inclusive	Another 2.0% for a total of 4%
25-28 inclusive	Another 4.0% for a total of 8%
29-32 inclusive	Another 4.0% for a total of 12%
33	Another 2.0% for a total of 14%
34 or more	Another 2.0% for a total of 16%

4. Change in Salary Classification

For Graduate Course Work to be acceptable for a change in salary classification the following requirements shall be met:

a. (1) College or university to be accredited by a recognized accrediting association.

(2) Credit from a teacher training institution approved by the State of Ohio Department of Education.

(3) Out-of-state credits require a letter from the State Department of Education from said state that credits are applicable for teacher certification/licensure purposes, and that the institution giving credit is approved for teacher training in that state.

b. Coursework to apply to:

(1) Related to area of teaching assignment or

(2) Certification requirements in the field of education or

(3) Work towards an institutionally approved degree program in the field of education.

Any course which might not meet the above requirements should receive prior approval from the director of human resources prior to taking of the course.

Employees will be given two window periods for horizontal movement on the salary schedule due to the completion of additional training. Employees desiring horizontal movement on the salary schedule upon the completion of additional training shall file with the director of human resources by September 30th for work completed prior to that date with an official transcript or other documentation supporting such training. Changes requested due to additional training or not supported by transcript until after September 30th shall not be considered until January 31 of the school year. Salary adjustment will begin with the first pay in November for the training for which paperwork has been submitted by September 30th and subsequently approved by the Director of Human Resources and with the first pay in March for the training for which paperwork has been submitted by January 30th and subsequently approved by the Director of Human Resources. Payments shall be retroactive to September 1 for the first period and February 1 for the second period.

ELYRIA CITY SCHOOLS
SALARY INDEX

	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40/ DPT	PHD
0	1.0000	1.0374	1.0762	1.1165	1.1583	1.2016	1.2466	1.2932	1.3416
1	1.0374	1.0762	1.1165	1.1583	1.2016	1.2466	1.2932	1.3416	1.3918
2	1.0762	1.1165	1.1583	1.2016	1.2466	1.2932	1.3416	1.3918	1.4439
3	1.1165	1.1583	1.2016	1.2466	1.2932	1.3416	1.3918	1.4439	1.4980
4	1.1583	1.2016	1.2466	1.2932	1.3416	1.3918	1.4439	1.4980	1.5540
5	1.2016	1.2466	1.2932	1.3416	1.3918	1.4439	1.4980	1.5540	1.6122
6	1.2466	1.2932	1.3416	1.3918	1.4439	1.4980	1.5540	1.6122	1.6725
7	1.2932	1.3416	1.3918	1.4439	1.4980	1.5540	1.6122	1.6725	1.7351
8	1.3416	1.3918	1.4439	1.4980	1.5540	1.6122	1.6725	1.7351	1.8000
9	1.3918	1.4439	1.4980	1.5540	1.6122	1.6725	1.7351	1.8000	1.8674
10	1.4439	1.4980	1.5540	1.6122	1.6725	1.7351	1.8000	1.8674	1.9372
11	1.4980	1.5540	1.6122	1.6725	1.7351	1.8000	1.8674	1.9372	2.0097
12	1.5540	1.6122	1.6725	1.7351	1.8000	1.8674	1.9372	2.0097	2.0849
13	1.6122	1.6725	1.7351	1.8000	1.8674	1.9372	2.0097	2.0849	2.1629
****ALL SALARIES FROM STEP 14—40 ARE INDICATIVE OF LONGEVITY PAYMENT INCLUDED WITH STEP.**									
14	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
15	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
16	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
17	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
18	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
19	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
20	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
21	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
22	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
23	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
24	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
25	1.6922	1.7525	1.8151	1.8800	1.9474	2.0172	2.0897	2.1649	2.2429
26	1.6922	1.7525	1.8151	1.8800	1.9474	2.0172	2.0897	2.1649	2.2429
27	1.6922	1.7525	1.8151	1.8800	1.9474	2.0172	2.0897	2.1649	2.2429
28	1.6922	1.7525	1.8151	1.8800	1.9474	2.0172	2.0897	2.1649	2.2429
29	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
30	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
31	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
32	1.7322	1.8125	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
33	1.7522	1.8325	1.8751	1.9400	2.0074	2.0772	2.1497	2.2249	2.3029
34	1.7722	1.8325	1.8951	1.9600	2.0274	2.0972	2.1697	2.2449	2.3229
35	1.7722	1.8325	1.8951	1.9600	2.0274	2.0972	2.1697	2.2449	2.3229
36	1.7722	1.8325	1.8951	1.9600	2.0274	2.0972	2.1697	2.2449	2.3229
37	1.7722	1.8325	1.8951	1.9600	2.0274	2.0972	2.1697	2.2449	2.3229
38	1.7722	1.8325	1.8951	1.9600	2.0274	2.0972	2.1697	2.2449	2.3229
39	1.7722	1.8325	1.8951	1.9600	2.0274	2.0972	2.1697	2.2449	2.3229
40	1.7722	1.8325	1.8951	1.9600	2.0274	2.0972	2.1697	2.2449	2.3229

ELYRIA CITY SCHOOLS
CERTIFICATED EMPLOYEES' SALARY SCHEDULE
2023-2024 SCHOOL YEAR

Base Salary: $43,191
Number of Days: 185

	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40/ DPT	PHD
0	43,191	44,806	46,482	48,223	50,028	51,898	53,842	55,855	57,945
1	44,806	46,482	48,223	50,028	51,898	53,842	55,855	57,945	60,113
2	46,482	48,223	50,028	51,898	53,842	55,855	57,945	60,113	62,363
3	48,223	50,028	51,898	53,842	55,855	57,945	60,113	62,363	64,700
4	50,028	51,898	53,842	55,855	57,945	60,113	62,363	64,700	67,119
5	51,898	53,842	55,855	57,945	60,113	62,363	64,700	67,119	69,633
6	53,842	55,855	57,945	60,113	62,363	64,700	67,119	69,633	72,237
7	55,855	57,945	60,113	62,363	64,700	67,119	69,633	72,237	74,941
8	57,945	60,113	62,363	64,700	67,119	69,633	72,237	74,941	77,744
9	60,113	62,363	64,700	67,119	69,633	72,237	74,941	77,744	80,655
10	62,363	64,700	67,119	69,633	72,237	74,941	77,744	80,655	83,670
11	64,700	67,119	69,633	72,237	74,941	77,744	80,655	83,670	86,801
12	67,119	69,633	72,237	74,941	77,744	80,655	83,670	86,801	90,049
13	69,633	72,237	74,941	77,744	80,655	83,670	86,801	90,049	93,418
14	70,496	73,101	75,805	78,608	81,519	84,533	87,665	90,913	94,282
15	70,496	73,101	75,805	78,608	81,519	84,533	87,665	90,913	94,282
16	70,496	73,101	75,805	78,608	81,519	84,533	87,665	90,913	94,282
17	70,496	73,101	75,805	78,608	81,519	84,533	87,665	90,913	94,282
18	70,496	73,101	75,805	78,608	81,519	84,533	87,665	90,913	94,282
19	70,496	73,101	75,805	78,608	81,519	84,533	87,665	90,913	94,282
20	71,360	73,964	76,668	79,471	82,383	85,397	88,529	91,777	95,150
21	71,360	73,964	76,668	79,471	82,383	85,397	88,529	91,777	95,150
22	71,360	73,964	76,668	79,471	82,383	85,397	88,529	91,777	95,150
23	71,360	73,964	76,668	79,471	82,383	85,397	88,529	91,777	95,150
24	71,360	73,964	76,668	79,471	82,383	85,397	88,529	91,777	95,150
25	73,088	75,692	78,396	81,199	84,110	87,125	90,256	93,504	96,873
26	73,088	75,692	78,396	81,199	84,110	87,125	90,256	93,504	96,873
27	73,088	75,692	78,396	81,199	84,110	87,125	90,256	93,504	96,873
28	73,088	75,692	78,396	81,199	84,110	87,125	90,256	93,504	96,873
29	74,815	77,420	80,124	82,927	85,838	88,853	91,984	95,232	98,601
30	74,815	77,420	80,124	82,927	85,838	88,853	91,984	95,232	98,601
31	74,815	77,420	80,124	82,927	85,838	88,853	91,984	95,232	98,601
32	74,815	77,420	80,124	82,927	85,838	88,853	91,984	95,232	98,601
33	75,679	78,284	80,987	83,791	86,702	89,716	92,848	96,096	99,465
34	76,543	79,148	81,851	84,654	87,565	90,580	93,712	96,959	100,328
35	76,543	79,148	81,851	84,654	87,565	90,580	93,712	96,959	100,328
36	76,543	79,148	81,851	84,654	87,565	90,580	93,712	96,959	100,328
37	76,543	79,148	81,851	84,654	87,565	90,580	93,712	96,959	100,328
38	76,543	79,148	81,851	84,654	87,565	90,580	93,712	96,959	100,328
39	76,543	79,148	81,851	84,654	87,565	90,580	93,712	96,959	100,328
40	76,543	79,148	81,851	84,654	87,565	90,580	93,712	96,959	100,328

ELYRIA CITY SCHOOLS
CERTIFICATED EMPLOYEES' SALARY SCHEDULE
2024-2025 SCHOOL YEAR

Base Salary: $44,487
Number of Days: 185

	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40/ DPT	PHD
0	44,487	46,151	47,877	49,670	51,529	53,456	55,457	57,531	59,684
1	46,151	47,877	49,670	51,529	53,456	55,457	57,531	59,684	61,917
2	47,877	49,670	51,529	53,456	55,457	57,531	59,684	61,917	64,235
3	49,670	51,529	53,456	55,457	57,531	59,684	61,917	64,235	66,642
4	51,529	53,456	55,457	57,531	59,684	61,917	64,235	66,642	69,133
5	53,456	55,457	57,531	59,684	61,917	64,235	66,642	69,133	71,722
6	55,457	57,531	59,684	61,917	64,235	66,642	69,133	71,722	74,405
7	57,531	59,684	61,917	64,235	66,642	69,133	71,722	74,405	77,189
8	59,684	61,917	64,235	66,642	69,133	71,722	74,405	77,189	80,077
9	61,917	64,235	66,642	69,133	71,722	74,405	77,189	80,077	83,075
10	64,235	66,642	69,133	71,722	74,405	77,189	80,077	83,075	86,180
11	66,642	69,133	71,722	74,405	77,189	80,077	83,075	86,180	89,406
12	69,133	71,722	74,405	77,189	80,077	83,075	86,180	89,406	92,751
13	71,722	74,405	77,189	80,077	83,075	86,180	89,406	92,751	96,221
14	72,612	75,294	78,079	80,966	83,965	87,070	90,295	93,641	97,111
15	72,612	75,294	78,079	80,966	83,965	87,070	90,295	93,641	97,111
16	72,612	75,294	78,079	80,966	83,965	87,070	90,295	93,641	97,111
17	72,612	75,294	78,079	80,966	83,965	87,070	90,295	93,641	97,111
18	72,612	75,294	78,079	80,966	83,965	87,070	90,295	93,641	97,111
19	72,612	75,294	78,079	80,966	83,965	87,070	90,295	93,641	97,111
20	73,501	76,183	78,969	81,856	84,855	87,960	91,185	94,530	98,005
21	73,501	76,183	78,969	81,856	84,855	87,960	91,185	94,530	98,005
22	73,501	76,183	78,969	81,856	84,855	87,960	91,185	94,530	98,005
23	73,501	76,183	78,969	81,856	84,855	87,960	91,185	94,530	98,005
24	73,501	76,183	78,969	81,856	84,855	87,960	91,185	94,530	98,005
25	75,281	77,963	80,748	83,636	86,634	89,739	92,964	96,310	99,780
26	75,281	77,963	80,748	83,636	86,634	89,739	92,964	96,310	99,780
27	75,281	77,963	80,748	83,636	86,634	89,739	92,964	96,310	99,780
28	75,281	77,963	80,748	83,636	86,634	89,739	92,964	96,310	99,780
29	77,060	79,743	82,528	85,415	88,413	91,519	94,744	98,089	101,559
30	77,060	79,743	82,528	85,415	88,413	91,519	94,744	98,089	101,559
31	77,060	79,743	82,528	85,415	88,413	91,519	94,744	98,089	101,559
32	77,060	79,743	82,528	85,415	88,413	91,519	94,744	98,089	101,559
33	77,950	80,633	83,418	86,305	89,303	92,408	95,634	98,979	102,449
34	78,840	81,522	84,307	87,195	90,193	93,298	96,523	99,869	103,339
35	78,840	81,522	84,307	87,195	90,193	93,298	96,523	99,869	103,339
36	78,840	81,522	84,307	87,195	90,193	93,298	96,523	99,869	103,339
37	78,840	81,522	84,307	87,195	90,193	93,298	96,523	99,869	103,339
38	78,840	81,522	84,307	87,195	90,193	93,298	96,523	99,869	103,339
39	78,840	81,522	84,307	87,195	90,193	93,298	96,523	99,869	103,339
40	78,840	81,522	84,307	87,195	90,193	93,298	96,523	99,869	103,339

ELYRIA CITY SCHOOLS
CERTIFICATED EMPLOYEES' SALARY SCHEDULE
2025-2026 SCHOOL YEAR

Base Salary: $45,822
Number of Days: 185

	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40/ DPT	PHD
0	45,822	47,536	49,314	51,160	53,076	55,060	57,122	59,257	61,475
1	47,536	49,314	51,160	53,076	55,060	57,122	59,257	61,475	63,775
2	49,314	51,160	53,076	55,060	57,122	59,257	61,475	63,775	66,162
3	51,160	53,076	55,060	57,122	59,257	61,475	63,775	66,162	68,641
4	53,076	55,060	57,122	59,257	61,475	63,775	66,162	68,641	71,207
5	55,060	57,122	59,257	61,475	63,775	66,162	68,641	71,207	73,874
6	57,122	59,257	61,475	63,775	66,162	68,641	71,207	73,874	76,637
7	59,257	61,475	63,775	66,162	68,641	71,207	73,874	76,637	79,506
8	61,475	63,775	66,162	68,641	71,207	73,874	76,637	79,506	82,480
9	63,775	66,162	68,641	71,207	73,874	76,637	79,506	82,480	85,568
10	66,162	68,641	71,207	73,874	76,637	79,506	82,480	85,568	88,766
11	68,641	71,207	73,874	76,637	79,506	82,480	85,568	88,766	92,088
12	71,207	73,874	76,637	79,506	82,480	85,568	88,766	92,088	95,534
13	73,874	76,637	79,506	82,480	85,568	88,766	92,088	95,534	99,108
14	74,791	77,554	80,422	83,396	86,484	89,683	93,005	96,451	100,025
15	74,791	77,554	80,422	83,396	86,484	89,683	93,005	96,451	100,025
16	74,791	77,554	80,422	83,396	86,484	89,683	93,005	96,451	100,025
17	74,791	77,554	80,422	83,396	86,484	89,683	93,005	96,451	100,025
18	74,791	77,554	80,422	83,396	86,484	89,683	93,005	96,451	100,025
19	74,791	77,554	80,422	83,396	86,484	89,683	93,005	96,451	100,025
20	75,707	78,469	81,339	84,312	87,401	90,599	93,921	97,367	100,946
21	75,707	78,469	81,339	84,312	87,401	90,599	93,921	97,367	100,946
22	75,707	78,469	81,339	84,312	87,401	90,599	93,921	97,367	100,946
23	75,707	78,469	81,339	84,312	87,401	90,599	93,921	97,367	100,946
24	75,707	78,469	81,339	84,312	87,401	90,599	93,921	97,367	100,946
25	77,540	80,303	83,172	86,145	89,234	92,432	95,754	99,200	102,774
26	77,540	80,303	83,172	86,145	89,234	92,432	95,754	99,200	102,774
27	77,540	80,303	83,172	86,145	89,234	92,432	95,754	99,200	102,774
28	77,540	80,303	83,172	86,145	89,234	92,432	95,754	99,200	102,774
29	79,373	82,136	85,004	87,978	91,067	94,265	97,587	101,033	104,607
30	79,373	82,136	85,004	87,978	91,067	94,265	97,587	101,033	104,607
31	79,373	82,136	85,004	87,978	91,067	94,265	97,587	101,033	104,607
32	79,373	82,136	85,004	87,978	91,067	94,265	97,587	101,033	104,607
33	80,289	83,052	85,921	88,895	91,983	95,181	98,504	101,949	105,523
34	81,206	83,969	86,837	89,811	92,900	96,098	99,420	102,866	106,440
35	81,206	83,969	86,837	89,811	92,900	96,098	99,420	102,866	106,440
36	81,206	83,969	86,837	89,811	92,900	96,098	99,420	102,866	106,440
37	81,206	83,969	86,837	89,811	92,900	96,098	99,420	102,866	106,440
38	81,206	83,969	86,837	89,811	92,900	96,098	99,420	102,866	106,440
39	81,206	83,969	86,837	89,811	92,900	96,098	99,420	102,866	106,440
40	81,206	83,969	86,837	89,811	92,900	96,098	99,420	102,866	106,440

B. Severance Pay

1. Bargaining unit members who retire from active service with the Elyria City School District Board of Education and who have ten or more years of service with the state of Ohio, any of its political subdivisions, or any combination thereof shall, upon the filing of the proper application with the treasurer, be granted severance pay in an amount set forth below:

    a. Bargaining unit members may accrue unlimited days of sick leave credit for the entirety of his/her career. A bargaining unit member will be paid the value as listed in the chart below of such unused sick leave credit.

Accrued Days	Amount Paid per Day
1-275	$130.00
276-300	$135.00
301+	$140.00

2. Payment for sick leave on the basis set forth above shall be considered to eliminate all sick leave credit accrued by the bargaining unit member. Such payment shall be made only once to any bargaining unit member. A waiver to this effect will be executed at the time payment is received. If an employee dies before payment is made, such payment will be made to the authorized representative of the employee's estate after the employee has been accepted for retirement by STRS.

3. For the purpose of implementing this policy, retirement is deemed to occur when the bargaining unit member has been accepted for retirement, by the Ohio State Teachers' Retirement Board and has been notified of the effective date that retirement pay will begin. The bargaining unit member may then apply to the treasurer for severance pay, which shall be paid in a lump sum within sixty (60) days of receipt of proof of retirement.

4. Any bargaining unit member planning to retire pursuant to the rules and regulations of the STRS at the end of the school year and who gives the Director of Human Resources an irrevocable letter of retirement prior to the second Friday in January shall receive a notification bonus of $250.00.

C. Death Benefits

If an employee has qualified for severance pay as provided in the item entitled Severance Pay, and the employee dies before payment is made, such payment will be made to the employee's spouse or designated beneficiary. If the employee does not designate a beneficiary, no severance will be paid.

D. Hourly Rate

The hourly rate shall be .00076 multiplied by the B.A. base salary throughout the duration of this Master Contract.

E. Time and Method of Salary Payment

The total amount of annual salary of employees will be paid in twenty-four equal installments. All payments will be made electronically by direct deposit. Pay stubs will be delivered electronically by email.

F. Prorated Salary

Part-time employees and employees involved in a job share whose active service occurs less than the equivalent of one half the school year will be credited with one year's experience for the purpose of calculating the employee's salary every two years as long as the sixty days equivalent is reached in that second year.

Compensation of part time and job share employees shall be prorated on the basis of the portion of a full-time assignment for which he/she is employed.

G. Supplemental Compensation

The Board will provide supplemental compensation for positions designated by the Board as covering duties other than regularly assigned teaching duties.

Any new supplemental duty position created by the Board shall be added to the Master Contract Supplemental Salary Listing. Prior to Board action to employ a person for the position, the Association President/Supplemental Review Committee will be given the opportunity for consultation on the rate of pay for the position. The supplemental compensation for such position shall be subject to negotiations at the next round of negotiations on the supplemental pay schedule subsequent to the establishment of the position. The Board will take action on supplemental contracts that are signed and turned in to the Treasurer's Office within three (3) weeks or the next Board meeting that is no sooner than 5 school days after delivery of the signed contract unless action has already been taken.

Staff members who are given limited contracts for the additional-duty positions listed in Article XII, Section I. (Other Pay Schedules) will be given the job description for such additional-duty position at the time the initial contract is offered.

Special categorical aid programs under limited terms provided by state or federal funds are exempt from the provisions of this item.

Transportation used for groups traveling to and from any school event shall be safe and reliable.

No bargaining unit member shall evaluate or supervise another bargaining unit member.

1. Selection Procedures

   a. If a bargaining unit member continues in a supplemental position from the previous year, that position shall not be posted.

   b. If a bargaining unit member does not continue in the supplemental position, then the following procedures shall be followed:

      (1) The bargaining unit member shall first be notified in writing. The written notification shall be provided by a designated district administrator and/or the bargaining unit member and shall specify the reason(s) for concluding the supplemental contract. The position shall then be posted in accordance with the procedures in Article VIII, Section A.

   c. The following procedures will be used where applicable for selecting personnel for supplemental positions.

      (1) The selection process to choose from candidates for athletic positions will be as follows: an interview committee that includes the appropriate principals, the Athletic Director, a representative of the EEA mutually agreed to by the building representative and building principal and Director of Human Resources, if necessary. The committee will conduct one or more rounds of interviews with the head coaches who have indicated a desire to continue in the position.

      (2) If a certified bargaining unit member continues in the supplemental position, it shall not be posted unless the evaluation for the prior year performance requires reconsideration of the incumbent and consideration of new candidates. An interview process shall follow. If two certified bargaining unit employees hold the equivalent supplemental position and those positions are consolidated, then each if interested will be given the opportunity to interview with the building principal for the position for the following school year.

      (3) Any position held by any person other than a certified bargaining unit member shall be posted annually. If there are no qualified bargaining unit members, then the position may be filled outside the bargaining unit.

      (4) The following music supplementals are an integral part of the teaching assignment: High School Band Director, High School

Assistant Band Director, High School Choir Director, High School Orchestra Director, Middle School/Elementary Instrumental Music, Middle School Vocal Music, Elementary Vocal Music, Assistant Choir Director and Assistant Orchestra Director.

H. Other Pay Schedules

1. Supplemental contracts for all persons who are also employed in a non-supplemental position by the Elyria City Schools shall be paid at a percentage of the base pay based on experience at the same level or higher in the specific field that the supplemental represents. These Percentages can be found in the accompanying charts. (If a person held a supplemental position in 1998-1999 please see #3 below.)

2. Supplemental contracts for all persons who are not also employed in a non-supplemental position by the Elyria City Schools shall be paid at the percentage based on 0 years of experience in that specific field. This should be at the first step found in the accompanying charts.

3. Supplemental contracts for all persons who held a supplemental position in the 1998-1999 school year and who are also employed in a non-supplemental position by the Elyria City Schools shall be paid at the higher level between the pay established in the previous contract and the pay established in this contract.

4. When counting experience for a position only four (4) years experience may be counted for work done in districts other than the Elyria City Schools.

5. Employees who are working under a supplemental contract with the Elyria City Schools shall be allowed to leave their assigned buildings at the end of the student day to perform the duties required by that supplemental.

6. When a supplemental contract is issued to a staff member, the employee must return a signed copy of the agreement to the personnel office by the date indicated on the contract (no less than three [3] weeks from the date of issuance) or the contract shall be deemed void and the position will be posted.

The supplemental compensation for the following additional-duty positions will be determined by multiplying the Bachelor's degree/no experience base by the percent indicated for the respective positions.

Sports Supplementals

NON-SPECIFIC	0-2 yrs.	3-5 yrs.	6+ yrs.
Faculty Manager-Sr Hi	22	23	25
Faculty Manager – Middle School	11	12	13
Trainer	22	23	25
Cheer Coach -- Vars	8	9	10
Cheer Coach – JV	6	7	8
Cheer Coach - Middle School (Football)	1.5	2	2.5
Cheer Coach – Middle School (Basketball)	2.5	3	3.5
Cheer Coach – Freshman	6	7	8
Competition Cheer Coach – HS	6	6	6

FALL	0-2 yrs.	3-5 yrs.	6+ yrs.
Football-HS/Head	22	23	25
Football-HS/Asst	12	13	14
Football-Middle School/Head	10	11	12
Football-Middle School/Asst (each school)	7	8	9
X-Country-HS/Head	12	13	15
X-Country-HS/Asst	8	9	10
X-Country-Middle School/Head	7	8	9
Volleyball-HS/Head	18	19	21
Volleyball-HS/Asst	12	13	14
Volleyball-Middle School/Head	10	11	12
Soccer-HS/Head	18	19	21
Soccer-HS/Asst	11	12	13
Tennis-HS/Head	10	11	12
Tennis-HS/Asst	7	8	9
Golf-HS/Head	10	11	12
Golf-HS/Asst	7	8	9

WINTER	0-2 yrs.	3-5 yrs.	6+ yrs.
Basketball-HS/Head	22	23	25
Basketball-HS/Asst	12	13	14
Basketball-Middle School/Head	10	11	12
Basketball-Middle School/Asst	7	8	9
Wrestling-HS/Head	20	21	23
Wrestling-HS/Asst	12	13	14
Wrestling-Middle School/Head	8	9	10
Wrestling-Middle School/Asst	6	7	8
Swimming-HS/Head	16	17	19

Swimming-HS/Asst	11	12	13
Bowling	10	11	12
Dance Team Coach HS	4.5	5	5.5
SPRING	0-2 yrs.	3-5 yrs.	6+ yrs.
Track-HS/Head (Indoor and Outdoor)	18	19	21
Track-HS/Asst (Indoor and Outdoor)	13	14	15
Track-Middle School/Head	7	8	9
Track-Middle School/Asst	6	7	8
Baseball-HS/Head	18	19	21
Baseball-HS/Asst	12	13	14
Baseball-HS//Fresh	12	13	14
Softball-HS/Head	18	19	21
Softball-HS/Asst	12	13	14
Softball-HS Fresh	9	10	11
<u>High School</u>	0-2 yrs.	3-5 yrs.	6+ yrs.
Head Link Crew	9	10	11
MAC Scholar	4	5	6
Pep Band Director	3	3	3
Jazz Band Director	10	11	12
Band Director	14	15	17
Asst. Band Director	9	10	11
Student Council Advisor	9	10	11
Yearbook Advisor	11	12	13
Choir Director	9	10	11
Thespian Advisor	9	10	11
Assistant Thespian Advisor	4	5	6
Stage and Lighting Director	9	10	11
Orchestra Director	9	10	11
Sr. Class Advisor	7	8	9
Junior Class Advisor	7	8	9
School Paper Advisor	7	8	9
Academic Challenge	6	7	8
Musical Director (Per Production)	5	6	7
Play Director (Per Production)	5	6	7
Tech Director (Per Production)	4	5	6
National Honor Society	4	5	6
Department Chair	8	9	10
Choreography	3	4	5
Assistant Choir	4	5	6
Assistant Orchestra	4	5	6
EHS Fiddlers	7	8	9

Leadership and Service Club	3.5	4	5
Robotics Team Advisor*	8	9	10
JROTC	8	9	10
Science Olympiad	3.5	4	4.5
Pioneers Rising	9	10	11

*Rate will be grandfathered for current incumbent.

Middle School	0-2 yrs.	3-5 yrs.	6+ yrs.
Web MS	5	6	7
Student Council	8	9	10
Middle School/Elem. Instrumental Music	4	5	6
Vocal Music	3.5	4	4.5
Academic Challenge	2	3	4
Spelling Bee	2	3	4
Yearbook Advisor	4	5	6
Drama Advisor	4	5	6
Assistant Drama Advisor	2	2.5	3
Honors Choir	1.5	2	2.5
Tech E Club	3.5	4	4.5

Elementary	0-2 yrs.	3-5 yrs.	6+ yrs.
Student Council	3.5	4	4.5
Safety Patrol	2.5	3	3.5
Vocal Music	2.5	3	3.5
Tech E Club	3.5	4	4.5

7. Minimum criteria used when issuing a new supplemental contract not limited to district-wide are:

    a. The number of students involved.
    b. Overall impact on the student body and district.
    c. The educational value of the activity.
    d. Must have a teacher advisor initially.
    e. Number of hours worked per month.
    f. Number of weeks worked per year.
    g. Must have a job description for the advisor with the goals and objectives of the activity.
    h. Building level activities must be in place for at least one school year before they may be considered for a discretionary supplemental contract.

8. Criteria used when determining the compensation rate for supplemental contracts are:

   a. Length of contract (season).
   b. Number of hours worked.
   c. Number of students involved.
   d. Degree of responsibility and liability.
   e. Comparison with other similar positions within and outside the district.
   f. Amount of budget and fund raising responsibilities.
   g. Title IX compliance be maintained.
   h. Availability of funds.

9. Supplemental-Other

   The District has established an alternative for supplemental contracts to recognize activities not defined as supplemental activity positions in Article XII, Section I.

   a. The District has allocated an annual budget not to exceed $15,000.00 to be designated for supplemental-other activities for the school year.

   b. A supplemental review committee comprised of two representatives selected by the Superintendent and two representatives selected by the Association President will review all applications for additional supplemental activity contracts and make a recommendation to the Superintendent for contracts to be recognized.

   c. The Superintendent has final approval for additional supplemental contacts that will be in effect for the school year and will require review and a recommendation by the committee, and approval by the Superintendent for recognition in any subsequent school year.

   d. The following criteria shall be utilized in evaluating activities for supplemental-other funding:

      (1) The activity must support and supplement District educational and instructional standards.
      (2) The activity must have operated effectively during the current school year.
      (3) Requests must be submitted to Human Resources and the Association President during the period: by September 15 in the first semester with approval by October 15 and by January 31 in the second semester with approval by February 28.
      (4) Supplemental-other discretionary funds will be paid on the last pay of June.

e. Supplemental-other activities as approved under this section shall be recognized as full supplemental activities through contract negotiations.

10. The supplemental compensation for the following additional-duty positions will be determined as indicated:

a. All school counselors and Itinerant teachers, and home counselors shall be paid at the appropriate per diem rate. The Work/Study Coordinator shall have a supplemental for additional duties of ten (10) days at his/her per diem rate.

Psychologists shall have a supplemental for additional duties of thirty (30) days at his/her per diem rate. Ten (10) of these days shall be for time during the regular school year for time spent beyond the regular work day.

b. Bargaining unit members involved in extracurricular activities may request that consideration be given for supplemental compensation. Requests shall be directed to his/her building principal, who may discuss said request with the superintendent. This request may also be presented at Superintendent-EEA Liaison. Nothing herein shall be construed as requiring the establishment of an additional supplemental position by the Board/Administration.

I. Supplemental Pay Periods

An employee with a supplemental contract may have the following options for receiving his/her supplemental pay:

1. In a lump sum at the end of the term of the supplemental duty.

2. In equal installments beginning the first pay period after the beginning of the term of supplemental duty and continuing through the remaining pay periods of his/her regular duty salary.

3. If a preference of 1 or 2 is not noted on the signed contract, the employee will be paid in a lump sum as described in No. 1 above.

4. Any person employed on a supplemental contract and not a regular certified employee will be paid in a lump sum as described in No. 1 above.

J. Payroll Deductions

Authorization for any of the deductions listed below will be made on the form(s) approved by the treasurer.

The following payroll deductions are permitted and will be reflected on the payroll information stub in addition to retirement to date, income tax (local, state and federal) to date, and gross income to date:

1. Annuities

   Employees may make a written request on or before dates set forth to the treasurer that annuity payments be withheld from their paychecks in accordance with the following:

   a. Enrollment/changes can occur at any time throughout the school year.

   b. Written cancellation may be submitted at any time during the school year.

2. Association Dues

   Employees shall have the option of using a payroll deduction plan for the payment of membership dues which they elect to have paid to and through the Association.

   Such membership dues are an annual obligation to the organization and shall be deducted in fifteen (15) equal installments beginning with the first paycheck in November. If necessary to delay the beginning of the deductions until the second pay in November, the membership dues shall be deducted in fourteen (14) equal installments. Should a member resign, retire, or be terminated prior to the completion of his/her dues obligation, the remaining balance of dues owed shall be deducted from his/her final pay.

   Except as provided in Article II, Section B.17., deductions will be made on the basis of deduction authorizations signed by the respective member and supplied to the treasurer by the Association. Such authorization shall continue in effect until the member submits a written cancellation to the treasurer and the Association treasurer. If the cancellation is after the membership year has begun, the dues obligation for the year will be deducted from the member's next pay check, or continue through the remainder of the year, whichever the employee decides.

   No later than October 15th of each year, the Association shall provide to the treasurer an alphabetized list of new members, by building, along with the signed authorization form for each new EEA member. Also no later than October 15th, if there is any modification in the current members' dues deductions from the previous year, the Association president shall certify such changes to the treasurer by providing an alphabetized list by building indicating the new deductible amount.

   Each dues transmittal from the District to the Association will include a report that includes the name of each member for whom the deduction was made and the amount deducted from the member's pay. The District shall endeavor to provide such report within five (5) business days of the transmittal.

3. Political Contributions

   a. Employees may request on the prescribed form a payroll deduction for a political contribution, which may include deductions for the OEA Fund.

   b. Political contribution deductions may be discontinued upon submission of a written notice to the treasurer.

4. Achieve Credit Union

   a. Any employee interested in membership with the Achieve Credit Union may request on the prescribed form a payroll deduction. Those employees enrolled on or before the 15th of any month will have authorized the payroll deduction effective the first pay date of the following month.

   b. The deduction will be continuous unless the treasurer is notified in writing by the person signing the original deduction authorization.

   c. A reasonable effort will be made by the treasurer to forward the amount deducted from the employee's pay to the credit union on the day said deduction is made.

5. Supplemental Group Life Insurance

   For the basic group life insurance plan provided in Article XII, Section M. (Economic Fringe Benefits), there will be secured a carrier which will also provide the opportunity for employees to apply for supplemental life insurance through a payroll deduction plan subject to the underwriting requirements of the carrier. Such supplemental plan will be rated separately from the basic group life insurance plan.

6. United Way

   Any employee desiring to contribute to the United Way may do so through use of the payroll deduction. Proper deduction authorization forms must be submitted to the treasurer's office by October 15th each year, and the first deduction will be made on the second pay date in November. Payroll deductions must be renewed in writing each year by persons participating in the program.

7. Additional payroll deductions, such as Levy Contributions, will be discussed with the Superintendent-EEA Liaison before they are implemented.

K. Mileage Reimbursement

An employee whose use of his/her personal automobile for assigned duties is required and approved in advance by the superintendent or designee will be reimbursed at the applicable

I.R.S. reimbursement rate on a monthly basis as submitted on forms provided by the Treasurer's office.

L. Economic Fringe Benefits

At the beginning of the school year, the treasurer shall provide the Joint Committee on Insurance (JCOI) with the tables of the prorated calculations procedures for cost of any economic fringe benefits. Each bargaining unit member shall receive a copy of all insurance plans in effect. For each full-time employee the Board shall pay the full cost of the Premiums for the insurance plans offered.

1. The Association has agreed that the Board has the authority to enter into a Self-Funded Insurance Plan. However, the self-insurance must be in accordance with the following terms:

    a. All costs for all insurances provided by this provision shall be shared at eight-five percent (85%) paid by the Board and fifteen percent (15%) paid by the employee.

    b. The self-funded hospitalization and medical benefits accounts will be funded at 85% for the duration of the contract of the insurance costs as calculated by the joint health care committee. The self-funded dental, vision and prescription drug benefit accounts will be funded at 85% for the duration of the contract of the insurance costs as calculated by the joint health care committee. No transfer of funds from the self-insurance fund to any other fund under the control of the Board of Education will be permitted.

    c. All premiums paid will be deposited no later than the last business day of each month to a separate fund established in accordance with State Law and all income earned through investment of excess funds or other income generated as the result of the self-funded insurance program will be credited to the self-funded insurance program for the benefit of the fund.

    d. The Board shall not borrow against any reserves in the self-funded insurance account for any other school needs.

    e. The Board recognizes, during the term of any agreements now in effect between the Board and the Elyria Education Association, that any modifications, changes and/or alterations regarding the specification for the insurance coverages on specific benefits shall be recommended by consensus of the JOINT COMMITTEE ON INSURANCE ("JCOI") and ratified by the Board and the Association.

f. The Board, in concert with the Elyria Education Association (EEA), will establish funding targets annually that will outline the level of internal rate stabilization expectations for the program.

g. The Joint Committee on Insurance shall have the authority to investigate cost containment alternatives and to recommend, by consensus, changes in benefits to the Board and the Association for ratification.

h. The membership of the Joint Committee on Insurance shall consist of a total of six (6) certified staff members appointed by the EEA which includes its consultant, a total of six (6) classified staff members appointed by the ESSS which includes its consultant and a total of (6) management representatives from the School District's Administration which includes any consultant. Appointments to the committee will be made by the respective parties no later than September 1st annually. There shall be no more than three chairpersons, one selected by the EEA, one selected by the ESSS and the District's Benefits Administrator.

i. The Joint Committee on Insurance shall be able to, subject to all legal requirements of the Ohio Revised Code and Board of Education Policies and Procedures, employ a full-time Benefits Coordinator/Administrative Specialist as an employee of the district and contract for consultants to assist in the administration and selection of programs to assist in claim administration and other matters affecting the operations of the self-funded insurance program. Expenditures associated with the administration of the fund will be the responsibility of the fund.

j. The Joint Committee on Insurance (JCOI) shall meet at least quarterly to monitor the activity of the self-funded insurance program. The JCOI shall be provided information on claims paid to premiums paid by month for each line of insurance, claims tracking, administrative costs, and information regarding specific and aggregate stop-loss usage of the self-funded insurance program.

k. The Joint Committee on Insurance shall record the activities and recommendations of the committee and provide interested parties with all necessary information.

2. Except as set forth in Article XV, this agreement shall be in effect beginning 12:00 a.m. August 1, 2023, through 11:59 p.m. July 31, 2026.

3. For full-time employees under contract with the Board, the economic fringe benefits to be made available by the Board will be as approved by the JCOI.

a. A Hospital/Medical Insurance plan.

b. A Prescription Drug plan.

c. A Dental Health plan.

d. A Vision Care Plan.

e. A group term life insurance plan with coverage for each employee in an amount equal to such employee's base salary (pro-rated for part-time employees) up to $75,000.00, plus an equal amount of accidental death and dismemberment coverage.

f. An accident and sickness income insurance plan.

g. Liability Insurance

(1) The Elyria City Board of Education shall make available for full-time employees under contract Liability Insurance.

(2) Upon the request of an OEA-NEA member, and with the concurrence of the OEA-NEA Liability Insurance Carrier, the carrier shall provide primary coverage, and designate legal counsel to represent that member. If a member is provided a defense by the OEA-NEA Liability Carrier that individual shall hold harmless the Board of Education and its insurance carrier for any and all damages, claims and/or fees arising out of the action.

(3) The Board and its members, the Administration, the Board's insurance carrier, the EEA officers, cabinet and/or representative, the OEA/NEA insurance carrier and members of the bargaining unit shall be barred from making media releases regarding any potential or actual liability suit except by mutual agreement of the parties.

M. Condition of Insurance Coverage

For those economic fringe benefit coverages which the Board pays all or part of the premiums for full-time employees, the Board will pay such premiums for part-time employees on a prorated basis.

For those insurance plans for which the Board provides employee-only coverage, a payroll deduction plan may be used by employees to purchase dependents' coverage as available from the carrier of the basic plan.

Insurance coverage for participating employees will be effective as follows:

1. Employees whose first workday is on or prior to the 14th of any given month shall be covered by all fringe benefits effective from the first day of that month.

2. Employees whose first workday is on or after the 15th of any given month shall be covered by all fringe benefits effective from the first day of the following month.

Present employees must submit to the regulations prescribed by the present hospitalization plan and other insurance plans described under said carrier for enrollment purposes.

Except as provided elsewhere in this Agreement, if so requested an employee may continue participation in the group insurance plan during such leave, if underwriting requirements of the respective carriers permit, by remitting the premiums to the treasurer. Remittance must be submitted by the time specified by the treasurer if continuous coverage is to be maintained. Such remittance shall not be required more than thirty (30) days in advance.

Upon separation from employment the bargaining unit member shall have the right to assume life insurance coverage from the current carrier, at his/her own expense at the rates and guidelines established by the carrier.

N. Theft Insurance

An employee who is required to collect or be responsible for money collected for school purposes will be insured against loss resulting from theft of such school money in the amount of up to $500 if such theft occurs on school premises during the time that the employee is on duty. The employee will promptly report such theft to the police through the building principal in order to be eligible later to file a claim for loss. This provision shall not apply to employees who violate deposit requirements established by Board policy and Ohio law.

O. STRS – Salary Reduction/Salary Restatement (Sheltering)

The salaries of all bargaining unit members shall be reduced by an amount equivalent to the teacher's STRS contributions as provided by law. The Board of Education shall forward such contributions to STRS, although these contributions will be designated as employee contributions for STRS purposes. It is understood that they are being forwarded by the Board in lieu of contributions otherwise taxable by the employee. It is further agreed that in the event such Board-paid contributions are determined to be taxable to the employee by IRS or other taxing authority, or determined to be illegal by any board, agency, or court of competent jurisdiction, the salaries of all bargaining unit members will be increased by an amount equivalent to the teacher's STRS contributions for taxing purposes.

ARTICLE XIII – GENERAL PROVISIONS

A. Curriculum Study Committees

Committees may be appointed to make recommendations with respect to the following:

1. New adoptions for textbooks and supplementary materials as well as materials to be piloted.

2. Review/Revisions of assessments, curriculum maps, and materials currently in use.

3. Integrating curriculum with state standards.

An effort shall be made to include on the committee a majority of bargaining unit members from those curricular areas involved in the study and in keeping with the criteria cited in the job posting. Any curriculum study work done outside regular school hours, whether during the school year or during the summer, will be compensated at the hourly rate set forth in Article XII, Section D.

B. <u>Class Size</u>

The Board of Education shall follow the mandated student/teacher ratio established by the State Department of Education.

Prior to the beginning of the school year, the EEA President and Human Resources Director shall meet to review the most recent student enrollment numbers and projected class size numbers.

A Standing Class Size Review Committee shall be formed prior to the last teacher work day of each year. The committee shall consist of:

1. The Superintendent or designee;

2. The President of the Association or designee;

3. Three members appointed by the Superintendent;

4. Three members appointed by the President of the Association.

The EEA President and Director of Human Resources Director shall meet with the Committee prior to the end of the school year, no later than May 1, to review the most recent student enrollment numbers and any projected class size numbers. Similar meetings shall be held no later than August 15 and the second week of October.

A teacher may request a review with the principal regarding class size beginning with the third Friday of the first semester, the first Friday of the second semester, or as needed as incoming students are added to classrooms.

The affected teacher and/or principal shall have the opportunity to make a presentation to the committee. The committee shall have authority to investigate complaints regarding class size and to make recommendations with respect to such complaints. The committee

shall consider, among other things, the number of students with IEPs, the severity of the disability, and the supportive services provided by the District for the student.

The committee shall meet within five days of the time a complaint is filed with the principal.

The committee shall make its advisory recommendation to the superintendent, the EEA President and to the teacher(s) and building principal involved within three (3) workdays of its meeting.

The principal and teacher shall submit a written follow up outlining the actions taken and results to the Standing Class Size Committee within fifteen (15) workdays following receipt of the recommendation.

C. Non-Discrimination

The Board and the Association will not discriminate against any employee because of classifications set forth in Board policy, State law, and Federal law. The employer shall not discriminate against employees because of membership in the union or participation in union activities.

D. Personal Freedom

Those personal rights as guaranteed to every individual by the Constitution of the United States shall be adhered to by the Board and the administration and the Elyria Education Association.

E. Personnel Records

1. A personnel file for each bargaining unit member shall be maintained in Central Office.

2. A bargaining unit member shall have the right to review the contents of his/her personnel file upon request in accordance with law. A representative may accompany the bargaining unit member in this review or the representative may review the file in his/her behalf.

3. The bargaining unit member may attach a rebuttal letter to the item(s) he/she objects to. Said attachment shall become a part of the personnel record.

4. A bargaining unit member has the right to request of the Superintendent that any job-related materials be placed in his/her personnel file.

5. Anonymous letters or materials will not be placed in a bargaining unit member's file nor will they be made a matter of record.

6. All materials placed in a bargaining unit member's file subsequent to the adoption of this agreement shall be clearly marked with the date of filing and a copy to the teacher.

7. A bargaining unit member may review his/her personnel file at the building or Board level and is entitled to copies of his/her personnel file at no expense.

F. Job Sharing

A bargaining unit member wishing to participate in a job share will make a request to the Superintendent and, upon approval of the request, to the extent possible, be included in the selection of a partner.

After a mutually agreed upon plan between the two bargaining unit members involved the building principal involved, and the central office administration with input from the EEA is approved, the job sharing plan will be taken to the Board of Education for final approval on a case-by-case basis.

Prior to Board approval of any job sharing plan, the EEA shall be notified via the Superintendent-EEA Liaison.

Salary and fringe benefits shall be available on a prorated basis. Employees who work the equivalent of a half the school year in a job sharing assignment will be recognized for a full year of credit on the salary schedule.

All bargaining unit members involved in a job sharing plan shall have all rights and protections under the Master Contract as all other members of the bargaining unit, including a full year of seniority for each year of service in a job sharing plan.

This does not include the normal practice of part-time assignment which may be determined by the administration as being needed to fill given vacancies.

Job sharing bargaining unit members will attend staff meetings scheduled on their work time and will consult with the building principal to obtain pertinent information covered in the staff meetings scheduled outside their work time.

G. Parental Complaint Procedure

1. If a parent contacts an administrator with a complaint concerning a bargaining unit member, other than complaints concerning allegations of abuse or other similar issues, the building principal will notify the bargaining unit member of the complaint and the bargaining unit member must contact or schedule an appointment with the parent to address the problem.

2. The bargaining unit member must attempt to contact and/or schedule the meeting within two school days of notification by the building principal. The bargaining

unit member must document the attempts made to contact the parent. If the bargaining unit member does not attempt to contact and/or schedule the meeting within two school days, the parent may then involve the building principal.

3. If the problem is not resolved by the building principal, Central Office Administrators may become involved. If the problem is one of a reoccurring nature, the building principal may attempt to resolve the problem with the parent without first involving the bargaining unit member.

ARTICLE XIV – CONFLICT OF LAW

A. This contract supersedes and prevails over all statutes of the State of Ohio (Except as specifically set forth in Section ORC 4117.10(A). However, should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect.

B. The parties shall meet within ten (10) work days after the final determination of unlawfulness to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the contractual dispute settlement procedure shall be utilized to resolve the dispute.

ARTICLE XV– EXTENT AND DURATION OF AGREEMENT

A. This Contract shall be in effect from 12:00 a.m. on August 1, 2023, through 11:59 p.m. on July 31, 2026.

1. The employee contribution shall be capped at 15% of the insurance costs as calculated by the Joint Health Care Committee, or if such committee no longer exists, as calculated by the Board of Education. Any person working less than a full time assignment, i.e., five days a week at the hours as set forth in Article V, Section A. 1., 2., 3., and 4. with the employee paying 15%, plus an additional amount prorated to the time schedule to work.

2. Either party may give written notice no later than March 1 of the year this agreement expires that it wishes to commence negotiations for a successor agreement. At the time this notice is given, the party giving the notice shall have the right to include economic fringe benefits set forth in Article X, Section M. as an item for negotiations in the successor agreement. In such cases, all aspects of the economic fringe benefits shall be a subject for negotiations between the parties and the provision in Section 41 removing it from negotiations shall be null and void. If the notifying party does not include specific notice that it intends to negotiate the economic fringe benefits set forth in Article X, Section M. as part of

the successor agreement, the other party shall have the right within ten (10) work days from receipt of the notice to notify the other party in writing that it intends to negotiate the economic fringe benefits set forth in Article X, Section M. as part of the successor agreement. If such notice is given, all aspects of the economic fringe benefits shall be a subject for negotiations between the parties and the provision in Section 41 removing it from negotiations shall be null and void.

B. This Agreement supersedes and cancels all previous agreements, verbal or written, as well as any past practice not applied through the express terms of the Agreement, and constitutes the entire agreement between the parties. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XVI – CONTINUITY OF SERVICE

The Board and the Association mutually pledge a continuity of service in keeping with the legal requirements and the terms and conditions of this contract.

ARTICLE XVII – MODIFICATION OF PROVISIONS

Except as provided in Article XV, there shall be no modifications of this Agreement except pursuant to the formal negotiations or Memorandum of Understanding procedures provided herein.

In witness of this Agreement the following parties have caused their names to be hereunto subscribed and attested to on this day 28 of November, 2023.

ELYRIA CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: _____
Its President

By: _____
Its Treasurer

ELYRIA EDUCATION ASSOCIATION

By: Linda Aguiñaga
Its President

By: Molly Knight
Its Vice-President

Appendix A

Contract Overview

Contract Overview

Article I Recognition and Negotiations Procedures

- A. Recognition
- B. Negotiations Procedures
- C. Definitions

Article II Exclusive Rights

- A. Board of Education
- B. Elyria Education Association

Article III Grievance Procedure

- A. Purpose and General Provisions
- B. Formal Procedures

Article IV Individual Contracts

- A. Bargaining Unit Members Contracts
- B. Procedures of Non-Renewal, Termination, Suspension, and Continuing Contracts

Article V Workday/Work Year

- A. Workday
- B. Starting and Ending Times
- C. Lunch Time and Planning Time
- D. Non-Teaching Duties
- E. After School Conferences
- F. School Staff Meetings
- G. Number of Working Days
- H. NEOEA Day
- I. School Calendar
- J. Supplemental Pay for Substitute Work
- K. Lesson Plans

Article VI Extra Duties

- A. Summer School
- B. Home Instruction

Article VII Assignment, Transfer and Vacancy

A. Assignment
B. Bargaining Unit Member Transfer
C. Posting and Interview Procedures
D. Related Teachers

Article VIII Reduction in Force

A. Reduction in Personnel

Article IX Evaluation, Professional Growth, and Local Professional Development Committee

A. Bargaining Unit Member Evaluation
B. Professional Growth
C. Professional Development through Travel
D. Tuition Reimbursement
E. Professional Development
F. Local Professional Development Committee
G. Resident Educator Program

Article X Leaves of Absence

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B. Court Duty Leave
C. Sick Leave
D. Personal Leave
E. Parental/Family Leave
F. Sabbatical Leave
G. Personal Leave Bank
H. Attendance Incentive Compensation
I. Day for Religious Observation

Article XI Facilities and Working Conditions

A. School Discipline
B. Classroom Conditions
C. Faculty Facilities
D. Health and Safety of Staff Members
E. Staff Participation in School Design
F. Elementary School Counselors
G. Site-Based Decision Making Joint Study Committee

Article XII Salary, Fringe Benefits and Payroll

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B. Severance Pay
C. Death Benefits
D. Hourly Rate
E. Time and Method of Salary Payment
F. Prorated Salary
G. Supplemental Compensation
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J. Payroll Deductions
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M. Condition of Insurance Coverage
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Article XIII General Provisions

A. Curriculum Study Committees
B. Class Size
C. Non-Discrimination
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Article XIV Conflict of Law

Article XV Extent and Duration of Contract

Article XVI Continuity of Service

Article XVII Modification of Provisions

Appendix B

District Forms

THE ELYRIA SCHOOLS TUITION REIMBURSEMENT PROGRAM
CERTIFICATED

Name: _____ Date: _____

Building: _____ Assignment: _____

Educational Institution: _____

Course(s)	Course No.(s)	Day & Time of Class	# Credit Hours	Cost of Tuition

Objective in taking the above course(s) _____

To be eligible to participate in the Elyria Schools Tuition Reimbursement Program you must be a full time certificated employee of the Elyria Schools at the commencement and completion of your coursework. Only coursework taken by full time certificated employees in accordance with an approved Individual Professional Development Plan (IPDP) for fulfilling state licensure requirements will be eligible for tuition reimbursement.

A refund of up to $200.00 per semester hour (2/3 of this amount for quarter hours) will be paid to you when you successfully complete the course with a grade B or above. If the amount of tuition requests exceeds the Board established allocations during the school year, eligible employees will be reimbursed on a prorated basis computed by dividing the appropriated amount by the total number of credit hours District-wide for which reimbursement is requested.

Pay the tuition fees with your own money when you register and upon successful completion of the coursework, present your original receipt of tuition payment and your original grade transcript to the Human Resources Department for reimbursement. COPIES OF ORIGINALS WILL NOT BE ACCEPTED. Reimbursements will be made during February for classes completed prior to December 31 and during October for classes completed prior to August 31. Transcripts and proof of payment must be received no later than January 15 for February payment and September 15 for October payment.

_____

Employee's Signature (Date)

Approved by:

_____

Human Resources Director (Date)

White Copy: Human Resources Yellow Copy: Payroll Pink Copy: Employee

Appendix C

Fair Share Fee
(Article II, Section 18)

Fair Share Fee
(Article II, Section 18)

In recognition that the U.S. Supreme Court prohibited Fair Share Fees in Janus v. American Federation of State, County, and Municipal Employees, Council 31, No. 16-1466, 585 U.S. _____ (2018), the Parties have deleted Article II, Section 18 – Fair Share Fee. The Parties, however, agree that if the Janus decision is overturned prior to August 1, 2029, the Parties agree they will reinstate Article II, Section 18 – Fair Share Fee as it existed in the 2017-2020 Contract. See below:

(18) Fair Share Fee

A. An annual fair share fee will be assessed. Proof of membership shall be provided annually by the Association to the Board's treasurer not later than October 20 during each year of this Agreement by submitting a list of employees' names who are current members of the Association. The Association recognizes its obligation to fairly and equitably represent all bargaining unit members whether or not they are members of the Association. The notice of the amount of annual fair share fee, which shall not be more than 100% of the UEP dues of the Association, shall be transmitted by the Association to the Board's treasurer by October 20 of each year during the term of this Agreement. The Association shall also transmit to the Board's treasurer by October 20 the names of the bargaining unit members who have elected not to join the Association (those who will be paying a fair share fee) as well as those for each bargaining unit member who are Association members. The list shall include the amount of dues for each bargaining unit member. The Board's treasurer will deduct the fair share fee from the paychecks of teachers who elect not to join the Association beginning with the first paycheck after January 15. The annual fair share fee shall be deducted in substantially equal payments for the remainder of the paychecks until the same date in June when Association members' dues deduction cease per Section 41 (B) of Article IV.

B. The Board's treasurer shall inform the Association when there is a newly-hired bargaining unit member after the school year begins within five (5) calendar days of that bargaining unit member being hired. If that bargaining unit member elects not to join the Association, the Association shall inform the Board's treasurer of that within thirty (30) days of that bargaining unit members' date of hire and shall also inform the Board's treasurer as to that bargaining unit member's annual fair share fee prorated. Payroll deductions in substantially equal amounts shall commence on the first pay date after the later of sixty (60) days of employment or the first paycheck after January 15. If an employee retires or otherwise leaves the district, any remaining prorated fair share fee deductions shall be deducted in a lump sum from the employee's final paycheck and forwarded to the EEA Treasurer in the biweekly payment to EEA.

C. The fair share fee shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to the provisions of Section 4117.09(C) of the Ohio Revised Code. No bargaining unit member is required to become a member of the Association.

The Association on behalf of itself and the OEA and NEA agrees to indemnify, defend and hold harmless the Board and its designees from any and all claims or for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

1. Any claim made or action filed against the employer by a non-member for which indemnification may be claimed must be given in writing by the Board to the Association within ten (10) working days of receiving the written claim;

2. The Association shall reserve the right to designate counsel to represent and defend the employer;

3. The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party in any proceedings in which the Board is named as a party pursuant to this Article, if it so desires, and/or (c) to not oppose the Association or its affiliates application to file briefs amicus curiae in the action;

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

D. All bargaining unit members who are long-term substitutes who are paid at their per diem rate for less than thirty days shall be exempt from this fair share fee provision.