

MEMORANDUM OF UNDERSTANDING
between the
OLMSTED FALLS BOARD OF EDUCATION
and
OLMSTED FALLS EDUCATION ASSOCIATION

The Olmsted Falls Board of Education (hereafter the “Board”) and the Olmsted Falls Education Association (hereafter the “Association”) hereby enter into this Memorandum of Understanding (hereafter “MOU”) related to the interpretation and application of Article 20, Section 20.5 of the collective bargaining agreement (“Agreement”) between the Board and the Association.

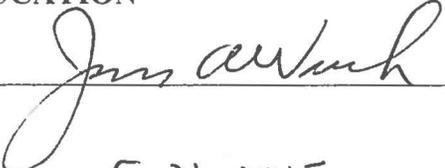
1. The parties desire to clarify the intent of the revisions to Section 20.5 regarding when teachers are eligible for the retirement incentive.
2. The revisions to Section 20.5 which went into effect on July 1, 2014, were solely intended to address the impact of the State Teachers Retirement System’s new rules that went into effect on January 7, 2013. Those changes do not have any impact on a teacher’s ability to retire at age 60 with 5 years of service (reduced benefit) or at age 65 with 5 years of service (unreduced benefit). The new rules impact teachers who previously could have retired at age 55 with 25 years of service (reduced benefit) or at any age with 30 years of service (unreduced benefit).
3. The revisions to Section 20.5 were also not intended to cover teachers who were first eligible to retire with a reduced or unreduced benefit under the terms of prior collective bargaining agreements, but who declined to retire and take advantage of the incentive when first eligible to retire.
4. The parties agree that for purpose of the interpretation and application of the current Agreement, any teacher who was first eligible to retire and qualify for the retirement incentive under prior agreements will not be eligible to receive an incentive under Section 20.5 of the Agreement.
5. The parties agree that for purpose of the interpretation and application of Section 20.5 of the current Agreement, the incentive only applies to any teacher who first becomes eligible to retire under the current STRS rules as follows:

First eligible as of 6/30/15 – 30 years of service; or age 55 w/25 years; or age 60 w/5 years.

First eligible as of 6/30/16 – 31 years of service; or age 55 w/26 years; or age 60 w/5 years.

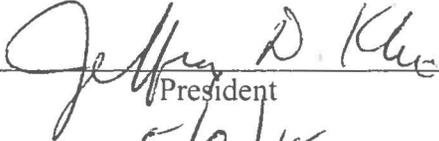
First eligible as of 6/30/17 – 31 years of service; or age 55 w/26 years; or age 60 w/5 years.

**OLMSTED FALLS BOARD OF
EDUCATION**



Date: 5-21-2015

**OLMSTED FALLS EDUCATION
ASSOCIATION**



President
Date: 5/8/15

MEMORANDUM OF UNDERSTANDING
between the
OLMSTED FALLS BOARD OF EDUCATION
and
OLMSTED FALLS EDUCATION ASSOCIATION

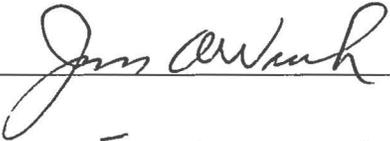
The Olmsted Falls Board of Education (hereafter the "Board") and the Olmsted Falls Education Association (hereafter the "Association") hereby enter into this Memorandum of Understanding (hereafter "MOU") related to the settlement of the grievance filed by Pat Brediger ("Ms. Brediger") on March 16, 2015 concerning a claim for a retirement incentive under Article 20, Section 20.5 of the collective bargaining agreement ("Agreement") between the Board and the Association.

1. Ms. Brediger claims she is entitled to a retirement incentive under Section 20.5 of the Agreement due to her interpretation that she is entitled to the "second chance provision for an unreduced benefit."
2. The Board has denied the grievance based on the fact the revisions to Section 20.5 were simply intended to change the language to address the State Teachers Retirement System's ("STRS") new rules for age and retirement which went into effect on January 7, 2013. Those changes did not have any impact on a teacher's ability to retire at age 60 with 5 years of service (reduced benefit) or at age 65 with 5 years of service (unreduced benefit). The new rules only impacted teachers who previously could have retired at age 55 with 25 years of service (reduced benefit) or at any age with 30 years of service (unreduced benefit).
3. The Board has further denied the grievance on the grounds that Ms. Brediger was first eligible to retire and receive the incentive as of June 30, 2009. Under the July 1, 2007 through June 30, 2009 contract, any teacher who became eligible during the life of that contract was eligible of the retirement incentive of up to \$1,200 for each year of STRS service if the teacher retired at the end of the school year in which the teacher first became eligible. Ms. Brediger was 60 years old and had seventeen years of service as of June 30, 2009 and should have retired at that time in order to receive the retirement incentive. Further, under Section 20.5 of the current Agreement, any teacher "who *becomes* eligible during the life of this agreement will be eligible for a retirement incentive . . .". Ms. Brediger did not *become* eligible during the life of this Agreement. To the extent she is arguing that her first unreduced benefit under STRS occurred when she was 65 years old, she reached 65 years old on November 1, 2013, and was first

eligible for an unreduced benefit as of June 30, 2014, prior to the current Agreement.

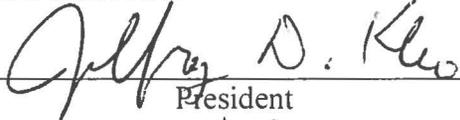
4. While the Board had grounds to deny Ms. Brediger's grievance, it also has an interest in ensuring that the parties' intentions in revising Section 20.5 are recognized and effectively communicated to the members going forward. Because of the desire to bring closure to any confusion regarding the interpretation and application of 20.5, the Board is willing to enter into this MOU whereby it will deny Ms. Brediger's grievance, but agree to pay Ms. Brediger the retirement incentive she would have received had she retired when she first became eligible (i.e., as of June 30, 2009), resulting in an incentive payment based upon seventeen years of service.
5. This MOU is contingent upon the parties' execution of an MOU clarifying the intent, interpretation, and application of Section 20.5 of the Agreement.
6. This MOU agree to pay Ms. Brediger the incentive described in paragraph 4 is not precedent setting and is not intended to revise the current Agreement between the parties.

**OLMSTED FALLS BOARD OF
EDUCATION**



Date: 5-21-2015

**OLMSTED FALLS EDUCATION
ASSOCIATION**



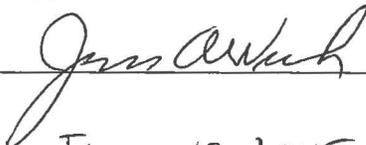
President
Date: 5/8/15

MEMORANDUM OF UNDERSTANDING
 between the
 OLMSTED FALLS BOARD OF EDUCATION
 and
 OLMSTED FALLS EDUCATION ASSOCIATION

The Olmsted Falls Board of Education (hereafter the "Board") and the Olmsted Falls Education Association (hereafter the "Association") hereby enter into this Memorandum of Understanding (hereafter "MOU") related to the advancement of sick leave outside of the Sick Leave provisions under Article 12, Section 3(c) of the collective bargaining agreement ("Agreement") between the Board and the Association.

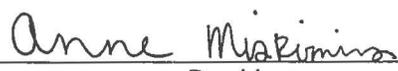
1. The parties desire to establish a mechanism to meet the unique needs of Thimi Kemock, a teacher and member of the Association who is anticipated to be absent for frequent, intermittent periods, due to her child's catastrophic medical condition requiring ongoing and intensive treatment. This situation is not addressed in Article 12, Sections 12.3 or 12.11 of the Agreement.
2. If needed, the Board will advance Mrs. Kemock all 15 of the sick days available to her under Article 12, Section 12.3(a) in order to facilitate her caring for her child, who has a catastrophic medical condition. Any advanced days must be repaid.
3. As established in Article 12, Section 11(b)(i), "catastrophic medical condition" is defined as "an extraordinary debilitating or life-threatening illness or injury." Mrs. Kemock has provided the Board with certification from the attending physician verifying the existence of such illness and the need for continued intermittent absences due to the child's catastrophic medical condition.
4. If Mrs. Kemock does not use all 15 of her sick days by the end of the 2015-2016 school year, they will accumulate in the same manner described in Article 12 Section 12.3(a). If Ms. Kemock should leave the system prior to accumulating the total sick leave used, Article 12, Section 12.3(c) shall apply.
5. This MOU is not precedent setting and is not intended to revise the current Agreement between the parties. This MOU terminates on May 31, 2016.

OLMSTED FALLS BOARD OF
EDUCATION



 Date: June 18, 2015

OLMSTED FALLS EDUCATION
ASSOCIATION



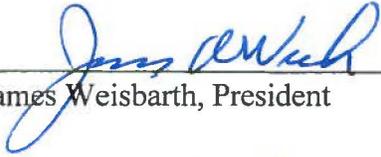
 President
 Date: 5/20/2015

MEMORANDUM OF UNDERSTANDING
between the
OLMSTED FALLS BOARD OF EDUCATION
and
OLMSTED FALLS EDUCATION ASSOCIATION

The Olmsted Falls Board of Education (hereafter the "Board") and the Olmsted Falls Education Association (hereafter the "Association") hereby enter into this Memorandum of Understanding (hereafter "MOU") related to the scope of the recognition clause contained in Article 1 – Recognition with respect to the District's employment of Sue Selby as "Teacher Evaluation System- Advisor".

1. The Board will employ Sue Selby, a retired Olmsted Falls teacher, to advise and assist the District in the development of the new teacher evaluation system, with such employment not to exceed One Hundred (100) work days at a One Dollar (\$1.00) per diem not to exceed One Hundred Dollars (\$100.00). The parties understand and agree that Mrs. Selby will also be working with the School District on the new teacher evaluation system in the capacity of a consultant hired through the Educational Service Center with her consultant compensation to be paid through the District's city county funds.
2. The parties agree that the employment of Mrs. Selby by the District as Teacher Evaluation System – Advisor will be paid via a supplemental stipend and will constitute employment for the purpose of defining Mrs. Selby as a licensed teaching employee of the Board for purposes of application of the recognition clause under Article 1.2. The parties agree that this relationship is mutually advantageous as it will enable Mrs. Selby to remain on the state level OEA committee dedicated to new teacher evaluation systems and will allow Mrs. Selby to represent the interests of the OFEA in the District's development of the new teacher evaluation system.
3. For purposes of this unique and limited arrangement, the only provisions of the collective bargaining agreement that pertain to the employment of Mrs. Selby are Article 1.1 and 1.2; Article 2; Article 3; Article 4; Article 5; Article 6; Article 27; and Article 33. No other provisions of the collective bargaining agreement shall apply and Mrs. Selby's compensation will be consistent with this MOU.
4. This MOU is not intended to be precedent setting nor intended to revise the current agreement between the parties. Upon completion of Mrs. Selby's employment (not to exceed one hundred (100) workdays) or the conclusion of the 2015-16 school year, whichever occurs first, this MOU will expire.

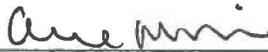
OLMSTED FALLS BOARD OF
EDUCATION



James Weisbarth, President

DATE: 10/15/15

OLMSTED FALLS EDUCATION
ASSOCIATION



Anne Miskimins, President

DATE: 10/15/15

MEMORANDUM OF UNDERSTANDING
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OLMSTED FALLS BOARD OF EDUCATION
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OLMSTED FALLS EDUCATION ASSOCIATION

The Olmsted Falls Board of Education (hereafter the "Board") and the Olmsted Falls Education Association (hereafter the "Association") hereby enter into this Memorandum of Understanding (hereafter "MOU") related to the language contained in Article 10 – Ohio Teacher Evaluation System (OTES). These changes will go into effect following ratification by the Association and approval by the Board.

Article 10.7a

~~Teachers that are new to the District, teachers whose last summative evaluation was ineffective and teachers who are under consideration for nonrenewal and with whom the board has entered into a limited contract or an extended limited contract under section 3319.11 of the Ohio Revised Code shall receive at least three (3) formal observations during the school year. The first formal observation shall be completed by November 30.~~

Teachers that are new to the District (who are not involved in the Resident Educator Program, referred to as the RESA Program), teachers whose last summative evaluation was ineffective and teachers who are under consideration for nonrenewal and with whom the board has entered into a limited contract or an extended limited contract under section 3319.11 of the Ohio Revised Code shall receive at least three (3) formal observations during the school year. The first formal observation shall be completed by November 30.

Teachers involved in the Resident Educator Program (RESA year 1 and 2) shall receive at least two (2) formal observations during the school year. The first formal observation shall be completed by November 30.

Article 10.11b

~~Teachers rated Skilled or Developing will develop a professional growth plan collaboratively with their credentialed evaluator that will be in effect for the evaluation cycle.~~

Teachers rated Accomplished will develop their professional growth plans individually. Teachers rated Skilled or Developing will develop a professional growth plan collaboratively with their credentialed evaluator that will be in effect for the evaluation cycle.

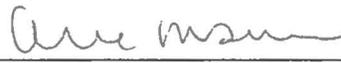
Teachers in the Resident Educator Program (RESA year 1 and 2) will use the RESA Professional Growth Plan template instead of the OTES Growth Plan and will share the plan with their assigned evaluator.

OLMSTED FALLS BOARD OF
EDUCATION


James Weisbarth, President

DATE: 10/15/15 **

OLMSTED FALLS EDUCATION
ASSOCIATION


Anne Miskimins, President

DATE: 9/28/15 **

** This MOU is retroactive to August 1st 2015

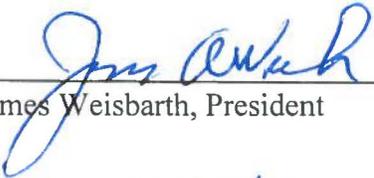
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The Olmsted Falls Board of Education (hereafter the "Board") and the Olmsted Falls Education Association (hereafter the "Association") hereby enter into this Memorandum of Understanding (hereafter "MOU") related to the language contained in Article 10 – Ohio Teacher Evaluation System (OTES). These changes will go into effect following ratification by the Association and approval by the Board.

Article 10.9 Criteria for Student Performance Assessment

- b. Student Growth Measures for the duration of this contract shall be the following:
- i. 2014-2015; 50% District shared attribution for all category C teachers and A2 on a prorated basis. A1 teachers will use 50% of their value-added data for their student growth measure.
 - ii. ~~2015-2016; 40% District shared attribution; 10% SLO for all category C and A2 teachers on a prorated basis; 10% vendor approved assessment for category B teachers on a prorated basis or at the state approved minimum if different than 10%. A1 teachers will use 50% of their value added data for their student growth measure.~~ 50% District shared attribution for all category C teachers. ~~and A2 on a prorated basis. A1 teachers will use 50% of their value added data for their student growth measure.~~ Category A1 teachers and A2 teachers will use district shared attribution for 50% of their evaluation in lieu of an individual value-added score.
 - iii. ~~2016-2017 10% District shared attribution; 40% SLO for all category C and A2 teachers on a prorated basis; 10% vendor approved assessment for category B teachers on a prorated basis or at the state approved minimum if different than 10% and 30% SLO to equal 50%. A1 teachers will use 50% of their value added data for their student growth measure.~~ 40% District shared attribution; 10% SLO for all category C and A2 teachers on a prorated basis; 10% vendor approved assessment for category B teachers on a prorated basis or at the state approved minimum if different than 10%. A1 teachers will use 50% of their value added data for their student growth measure. 50% District shared attribution for all category C teachers. Category A1 teachers and A2 teachers will use district shared attribution for 50% of their evaluation in lieu of an individual value-added scores.

OLMSTED FALLS BOARD OF
EDUCATION



James Weisbarth, President

DATE: 10/15/15 **

OLMSTED FALLS EDUCATION
ASSOCIATION



Anne Miskimins, President

DATE: 11/28/15 **

MEMORANDUM OF UNDERSTANDING
between the
OLMSTED FALLS BOARD OF EDUCATION
and
OLMSTED FALLS EDUCATION ASSOCIATION

The Olmsted Falls Board of Education (hereafter the "Board") and the Olmsted Falls Education Association (hereafter the "Association") hereby enter into this Memorandum of Understanding (hereafter "MOU") related to the donation of sick leave outside of the Catastrophic Sick Leave Bank provisions under Article 12.11 of the collective bargaining agreement ("Agreement") between the Board and the Association.

1. The parties desire to establish a mechanism to meet the unique needs of Thimi Kemock, a teacher and member of the Association who is anticipated to be absent for frequent, intermittent periods, due to her child's catastrophic medical condition requiring ongoing and intensive treatment. This situation is not addressed in Article 12, Sections 12.3 or 12.11 of the Agreement.
2. With the consent of this Association Member, members of the Association who have in excess of 60 days of accrued sick leave will be given the opportunity to donate up to 15 days per donor member (a minimum of 60 days accrued sick leave must be maintained by the donor member) to a sick leave bank established for this Association member for the 2015-2016 school year.
3. A member's donation of sick leave will not adversely impact the teacher's attendance for purposes of perfect attendance.
4. If the donated sick leave exceeds the sick leave days needed by this Association Member at the end of the 2015-2016 school year, the unused days will be kept in the Catastrophic Sick Leave Bank.
5. This MOU is not precedent setting and is not intended to revise the current Agreement between the parties.
6. This MOU will be retroactive to 8/17/2015 and shall supersede any and all previous agreement(s) between the parties regarding sick leave for Association member, Thimi Kemock.

**OLMSTED FALLS BOARD OF
EDUCATION**

**OLMSTED FALLS EDUCATION
ASSOCIATION**


James Weisbarth, Board President


President

Date: October 15, 2015

Date: 9/28/15