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# **AGREEMENT**

**BETWEEN**

**THE PARMA CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND**

**THE PARMA EDUCATION ASSOCIATION**

**Expiring July 31, 2013**

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# NEGOTIATIONS AGREEMENT

## PREAMBLE

The Board of Education of the Parma City School District, hereinafter referred to as the Board, and the Parma Education Association, affiliated with the Ohio Education Association, the North Eastern Ohio Education Association and the National Education Association, hereinafter referred to as the Association, teachers and administrators recognize teaching as a profession and teachers as professionals. The Board and the Association agree as follows:

## ARTICLE I - RECOGNITION

- 1.01 The Board recognizes the Association as the sole and exclusive negotiating representative for all professional staff members employed by the Board as set forth in Section 1.02.
- 1.02 The term "professional staff member" may be used interchangeably with "teacher" and shall be defined as follows: all certificated/licensed personnel employed by the Board including teachers on Board-approved leaves of absence, but excluding retired teachers reemployed in a supplementary instructional capacity, work place literacy teachers, defined as those whose teaching responsibilities are performed at a site other than a Parma school building and involve the instruction of adults, those employed in the District's extended day and day care program, home tutors, the superintendent and all individuals employed under administrative contracts in accordance with O.R.C. 3319.02 who have administrative and supervisory responsibilities as defined in O.R.C. 4117.01(F), and substitute teaching employees.
- 1.03 The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf. The Board agrees to negotiate only with the Association through the negotiating agent or agents officially designated by the Association to act in its behalf.
- 1.04 LD tutors shall be included in the bargaining unit represented by the Association. LD tutors shall be eligible for insurance and fringe benefits as set forth in Article XX of this Agreement. LD tutors' salary shall be calculated on an hourly basis provided that such hourly salary shall be increased in the same proportion as any increase in the BA base salary set forth in Article XXXIII of this Agreement. It is agreed that LD tutors shall have no rights to bump, transfer or recall to a position other than the position of LD tutor. It is further understood and agreed that LD tutors shall have no rights regarding transfer or assignment to a position other than LD tutors, and shall continue to be employed on an hourly basis as needed, in accordance with current practice.

Upon completion of the requisite service period and for attainment of a professional certificate, tutors employed by the Board are eligible for consideration for continuing contract status as a tutor. Attainment of such status shall not entitle the tutor to a teaching position nor shall such status mean that a tutor has continuing contract status as a teacher. Tutors shall receive a 30-minute daily paid lunch period. Tutors will be required to work the same days of the year as teachers in the district, will be required to attend teacher report, in-service meetings, and parent/teacher conferences conducted by the District and will be paid for their attendance at their regular rate of pay. Further, if tutors are required to attend a building or other form of District meeting by their principal, they will be paid at the regular rate of pay for attendance at such meetings which occur outside their regular work hours.

- 1.05 Persons employed through Title I monies by the District may be employed on either an hourly basis or paid in accordance with the teachers' salary schedule. Members of the bargaining unit employed as of December 31, 1991 and, now or hereafter, assigned to Title I positions shall be paid in accordance with the regular teachers salary schedule set forth in this Agreement.
- 1.06 RN instructors shall work a base contract year of 184 days and shall receive an annual supplemental contract for extended days in excess of 184. The pay for each day shall be at the per diem rate for each RN. RN's shall receive their pay for the total number of days of annual service over the course of the full year, including, both regular and extended time contracts. It is further agreed that payment of extended time to the RN's in this fashion shall not be deemed to establish a precedent with respect to any other members of the bargaining unit represented by the Association who are eligible for and receive extended time pay. For all others, extended time shall continue to be paid in the same fashion as paid with respect to the performance of other supplemental duties. Articles VII, XXXI, XXXII, XXXV, and XXXVII do not apply to RN instructors. If the schedule is changed from that in place for the 1998-99 school year, the Board and PEA representatives shall meet to bargain the effects of the schedule change.
- 1.07 A teacher retired under STRS and reemployed by the Board, (including those who have retired from the Parma Schools) shall be treated as a new teacher for purposes of salary schedule placement credit, except those participating in the STAR Program, and shall not be required to be a part of the District's mentoring/entry year program.
- 1.08 Permanent substitutes: On a pilot program basis for the life of the Contract, a minimum of six permanent substitute positions shall be created.
- A. Permanent substitutes shall be deemed members of the bargaining unit represented by the Association, shall be paid at the rate of the BA base salary (Step 1) and shall not be eligible for health insurance but shall have the right to purchase health insurance coverages.
  - B. Permanent substitutes have the right to apply for vacancies and be interviewed. Should a permanent substitute be employed in a regular teaching position, the permanent substitute shall be granted a year for salary schedule placement purposes for any year of permanent substitute service in excess of 120 days.
  - C. Permanent substitutes shall first be assigned to take the place of absent specialists (art, music and physical education) at the elementary level, with subsequent priority of assignment determined by the District.
  - D. Contracts for such permanent substitutes shall be deemed automatically nonrenewed with the close of each school year. A permanent substitute shall be afforded first priority for reemployment for the following year unless the permanent substitute has received written notice of performance deficiencies. Permanent substitutes have no recall rights to teaching but do accrue seniority within the permanent substitute classification.
  - E. Permanent substitutes shall teach and be available all periods during the day, but shall have a duty-free lunch. The administration will arrange another ten minute break for the permanent substitutes during the student day.
  - F. Permanent substitutes shall not have any meeting responsibilities, nor be entitled to sick leave, personal leave, continuing contracts, commuted sick leave, professional leave, conference leave, chemical dependency assistance or retirement incentive nor shall permanent substitutes be required to attend open houses or parent/teacher conferences.
- 1.09 Unless otherwise contradicted herein, the terms of the previously implemented Agreement (with an expiration date of July 31, 2011) for the 2010-11 school year are expressly incorporated into the Agreement as if fully set forth herein.

ARTICLE II - RIGHTS & RESPONSIBILITIES

- 2.01 The Board retains and reserves unto itself the rights as expressly stipulated in O.R.C. 4117.08(C)(1)-(9). Additionally, effective with the start of the 2011-2012 school year, the Board may adjust starting and ending times of any schools, provided that the length of the teachers' work day is not increased and the parties agree that this adjustment supersedes any contrary language elsewhere in the Agreement, including but not limited to Sections 7.01, 7.02, 7.03, 7.04, 7.09, and 33.08. In adjusting such times (plus or minus 30 minutes from the current 2011-2012 start time), the Board will consider transportation, efficiency and alignment issues in consultation with PEA. The Board shall provide the teacher a written notice of workday schedule changes by July 1st via US Mail or email.
- 2.02 A. This Agreement may be altered, changed, added to or deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. There shall be three signed copies of the final agreement for the purposes of record – one retained by the Board, one by the Association, and one by the Superintendent.
- 2.03 No teacher will be discriminated against by the Board because of membership or nonmembership in the Association. The Association will not discriminate against or harass any non-member who elects not to join the Association or participate in any concerted action by the Association against the Board.
- 2.04 Prior to final adoption and/or general publication, the Board will provide appropriate information to the Association regarding any major change in fiscal or educational policy.
- 2.05 A. The Association shall have the right to use the District mail services, teachers' mail boxes, bulletin boards, and the District's computer and e-mail systems provided such use does not interfere with the performance of instructional responsibilities and the use of the system for District business and is in accordance with the District's authorized use policy. At least one bulletin board shall be designated for the Association's exclusive use in each school building for the notices, communications, and matters of Association concern which are not a clear and present danger to the school system. A copy of all communications sent to the general membership of the Association, via the school mail, will be sent to the Human Resources office. The Association shall place all notices, communications, decals, etc., in the mailboxes of the members of the bargaining unit.
- B. A private telephone will be made available for teacher use in every building in the Parma system. The Association and its members shall have the right to use such phones provided such does not interfere with the scheduled classroom activities of the teachers.
- C. The Association shall not use the school bulletin boards or mailboxes to publicize or distribute specific campaign literature supporting or opposing individual candidates for public office or specific religious literature.
- D. The PEA office, located at 6165 Pearl Road, shall be part of the regular school mail route. The PEA shall reimburse the school district \$250.00 for each year of service.

2.06 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times provided that this shall not interfere with or interrupt normal school operations and provided that any Association business to be transacted with certificated/licensed employees during contracted time shall be with the prior approval of the building administrator.

Any request for use of special meeting facilities to conduct Association business shall be directed to the Superintendent of Schools or his/her designee for prior approval. When special custodial services for such meetings are required, the Board may make a reasonable charge.

2.07 The Association may have the right to use school-owned office equipment and audio-visual equipment providing that:

- A. Such use does not interfere with normal function of the school.
- B. Request is made to the proper authority and permission is granted in advance.
- C. The use is strictly to serve the legitimate business of the Association such as the production of records, notices or correspondence.
- D. The purpose is for internal business use of the Association and not for public distribution.
- E. Equipment will be used by teaching personnel at such times other than when assigned to classes or during preparation periods provided by the Board for contracted services.
- F. Cost of expendable supplies and repairs for damage caused by misuse of equipment will be charged to the Association.

2.08 The Superintendent shall authorize a maximum of 85 days with pay per school year for teacher(s) whose leave is approved by the President of PEA for Association business. The Board shall provide substitute teachers for PEA days used for Board-approved projects and Board-sponsored activities for up to a maximum of twenty (20) days per year, which days are included in the 85 day total above. The Association shall reimburse the Board for the substitute teacher's salary and STRS contribution for all other leaves under this provision, with the exception of these twenty days specified as Board approved.

2.09 The Association President shall be released from assigned duties after serving 20% of his/her daily schedule beginning with the official teacher morning reporting time in his/her building. Such release time shall not be later than 10:00 a.m. daily. The Association will reimburse the Board of Education for 60% of the President's annual salary and retirement costs in two equal payments. The first payment shall be March 1, following the beginning of the President's term; the second shall be the following September 1. The Treasurer of the District shall send bills to the PEA identifying the specific charges related to the payments by approximately February 1 and August 1. Should PEA ever want to reduce the amount of release time for the President, PEA shall provide written notice of such to the Superintendent or his/her designee prior to April 30 of the year preceding the reduction.

The Association President, vice president, secretary and treasurer will be paid a stipend by the Board as identified by the PEA. The PEA shall reimburse the Board for the cost of the stipends and any applicable retirement costs in the same manner as the reimbursement for the president's release-time salary.

2.10 The Association shall schedule its regular meetings on Monday of each week. Anyone expected to attend these meetings shall be excused from other activities which may be called after 3:30 p.m. or after his/her last class assignment on these days, providing no conflict exists with previous contract commitments. Where possible, Association officers and building representatives in secondary schools shall be assigned to early schedules.

- 2.11 The accurate names, addresses (of new teachers only) and building assignments of all certificated/licensed staff members shall be provided to the Association within ten (10) days of the submission of such request from the Association. Such requests shall not exceed two times per year. The names and addresses of all new bargaining unit members hired after the start of the school year, shall be provided to the Association within ten (10) days of Board action related to the teacher's employment.
- 2.12 All official communications or requests for transmittal of official documents by the Association shall be directed to the Superintendent of Schools for channeling to the appropriate authority.
- 2.13 The Board will provide the Association and each building in the District with one copy of the current adopted Policy and Procedure Handbook and updated administrative guidelines.
- 2.14 The Board and the Association agree that district-wide committees (those affecting more than one building) benefit from Association expertise. In order to effectuate this as a goal, the District will provide the PEA President with a list of its committees at least annually for review by the current teacher labor management committee (FORUM) at a special meeting(s).

Notice of new committees developed during the year will be given to the PEA President in a timely manner. Upon the request of either the Association (through the PEA President) or the Board, the PEA President or designee shall serve on specified district-wide committees.

- 2.15 The PEA President or designee will be included in the interview process for new teacher supervisory positions, including those central office administrators responsible for teachers. The Board may elect to invite participation in the interview process for classified supervisors and its direct reports, including the Superintendent, Treasurer, and Business Manager.

### ARTICLE III - NEGOTIATION PROCEDURE

- 3.01 The Board and Association hereby agree to establish under mutually agreeable terms, a schedule of meetings wherein representatives of the two parties may negotiate in a good-faith effort to reach agreement on items of negotiations raised by either party on matters pertaining to wages, hours, terms, and other conditions of employment and the continuation, modification or deletion of the provisions of the then existing collective bargaining agreement. Such negotiations schedule shall begin no later than 90 days before expiration of this Agreement unless the parties agree otherwise.
- 3.02 The Board shall designate a team of not more than seven (7) to represent it in the negotiations unless mutually agreed to otherwise (hereinafter referred to as the Board Negotiators) and shall furnish the Association the names of its representatives in advance of the first negotiating meeting. The Association shall designate a team of not more than seven (7) to represent it in the negotiations unless mutually agreed to otherwise (hereinafter referred to as the Association Negotiators) and shall furnish the Board names of its representatives in advance of the first negotiating meeting. Only those so designated by the Board and the Association shall attend the negotiating meetings, except that both the Board and the Association may have in attendance consultants and/or advisors.
- 3.03 At the first negotiating meeting, the parties shall exchange written proposals regarding those items they wish to negotiate. Thereafter, no new items shall be submitted for bargaining unless by mutual agreement of the parties.
- 3.04
  - A. During such negotiations, the Board will make available to the Association all pertinent public records. Request for such records shall be directed to the Superintendent of Schools in writing by the Association President or negotiations spokesperson.
  - B. The Association will make available to the Board Negotiations Team any information or documents prepared by the Association or affiliated organization with respect to analyses of the financial condition of the Board.

C. The Board and the Association mutually pledge that the representatives selected by each shall have all necessary power and authority to present relevant data, exchange points of view, make proposals and counter-proposals, to initial tentative agreements, and to effectively recommend acceptance of an agreement by the parties.

3.05 When agreement is reached between the Board Negotiators and the Association Negotiators, the agreement shall be submitted to the membership of the Association for approval, and all the Association Negotiators shall recommend and urge approval. Upon approval by the Association membership, the proposal shall be submitted to the Board for approval, and all the Board Negotiators shall recommend approval.

3.06 Upon ratification by both parties, the completed document will be signed by the duly authorized officers of the Association and the Board. The entire agreement will be published by the Board of Education for distribution to every teacher. The Association will assume 50% of the cost of the printing.

Amendments and additions to the agreement will be published by the Board at the conclusion of negotiations in alternate years with the Association reimbursing the Board for 50% of the cost of printing.

3.07 Impasse:

A. An impasse shall occur when, after a reasonable period of negotiations, the parties are unable to reach agreement or when either party refuses to negotiate in good faith at reasonable times in a bona fide effort to arrive at an agreement.

B. A "reasonable period of negotiations" shall mean a period ending with the 45th day before the expiration of the collective bargaining agreement unless the parties mutually agree to extend such time.

C. Either party may declare an impasse. In the event that an impasse is declared, one additional negotiation meeting shall be held where both parties shall clarify their respective positions on all unresolved items and attempt to reach a settlement.

3.08 Mediation:

A. If the last meeting fails to result in agreement, either party may prepare a request for a mediator from the Federal Mediation and Conciliation Service. Mediation shall be on all issues on which tentative agreement has not been reached by the parties.

B. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. All costs incurred for such services shall be shared equally by the Board and the Association.

C. The parties agree that the mediation procedure contained in this section is the sole and exclusive dispute settlement procedure desired by the parties and no other dispute settlement procedure prescribed in Ohio Revised Code Chapter 4117 shall apply.

3.09 Whenever an agreement concerning questions of wages and conditions of employment has not been reached by the parties by the date individual teacher contracts are issued, such contracts will be re-issued following conclusion of negotiations and will be governed by the terms of the new agreement.

3.10 Mid-Term Bargaining

A. Elementary and Secondary Education Act ("ESEA")

1. In the event the Board is required to implement a provision to be in compliance with the ESEA which affects wages, hours, other terms and conditions of employment of any

bargaining unit members, including modifications of an established past practice or to an existing provision in the current agreement, the Board shall give written notice of such requirement to the PEA.

2. Within fourteen (14) calendar days of receiving such notice, the PEA may submit a written demand to bargain the effects of the proposed required implementation on wages, hours, or other terms and conditions of employment of any bargaining unit members. If a demand for bargaining is made, the parties shall engage in good-faith bargaining for a period of not more than thirty (30) days. The provisions of Section 3.04 will apply.
3. Section 3.07 shall apply as the sole and exclusive dispute resolution procedure with the PEA having no right to strike.
4. If no agreement is reached regarding the provisions related to the ESEA, the current related terms of this agreement shall be maintained except as the Board is required to implement to be in compliance with ESEA.

B. Joint Committees

1. The Board and the PEA may establish joint committees composed of up to seven (7) members appointed by the Superintendent and up to seven (7) members appointed by the PEA President unless mutually agreed otherwise.
2. Any such joint committee shall make recommendations with regard to the charge placed before it by the calendar dates requested for consideration by the joint Board and PEA Negotiating Team using the consensus bargaining process.
3. If no agreement is reached on a particular issue, the current terms of the Agreement will remain in effect.
4. Any consensus agreement requiring changes in the Agreement will be forwarded to the PEA general membership and the Board for ratification as agreed by the joint Negotiating Team.

ARTICLE IV - GRIEVANCE PROCEDURES

4.01 Definitions:

- A. A “grievance” is an alleged misinterpretation, misapplication or violation of a provision of this agreement or practice affecting wages, hours or conditions of employment of a teacher.
- B. A “grievant” shall be the person or persons filing a grievance.
- C. A “party of interest” is the person or persons making a claim, including their designated representative as provided for herein, and any person or persons whom action might be taken against in order to resolve the grievance.
- D. The term “days” when used in this article, shall mean teacher work days.
- E. The term “Superintendent” when used in this article, shall mean the Superintendent or a designee.

4.02 Purpose:

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to stated grievances.

4.03 General Procedures:

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- B. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school term, which, if left unresolved until the beginning of the following school term, could result in irreparable harm to a party of interest, the parties agree to make a good-faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
- C. In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of the school term, should it be necessary to pursue the grievance to all levels of the appeals, then said grievance shall be resolved in the new school term in September under the terms of this agreement and this article, and not under the succeeding agreement.
- D. The Association shall be notified when a grievance has been formally submitted and shall be entitled to be present at all formal grievance levels and to present its views whether or not the grievant desires to be represented by the Association. The grievant shall not be represented by more than four (4) persons, including the Labor Relations Consultant, unless otherwise mutually agreed to by the Association President and the Superintendent.

4.04 Class Action:

Grievances involving one individual teacher shall be initiated by that teacher. The Association shall not file or appeal such a grievance although it may assist in the preparation and the processing of such a grievance. Grievances which have a present effect on more than one teacher may be initiated by the Association at Level Three on behalf of such teachers ("class action") within fifteen (15) days after the Association first knew of the event, problem or condition upon which the grievance is based. Grievances which have a present effect on more than one teacher when such grievance is a specific building or department concern may be initiated by the Association at Level Two on behalf of such teachers. In any class action, the teachers affected must be identified by name if necessary in order to enable the Board to investigate and remedy the grievance. Only when the Association may file a grievance under this section shall it be denominated a "grievant" under this article. Otherwise, "grievant" applies only to individual teachers. The failure of a teacher to file a grievance when the violation of this Agreement is an issue shall not constitute any waiver of the Association's right to file a future grievance on that issue and shall not be deemed to be a past practice accepted by the Association. Such future grievance shall be filed pursuant to the terms and conditions of this article.

4.05 Processing the Grievance:

A. Level One – Informal Discussion

The grievant shall first discuss the concern directly with the principal or immediate supervisor with the objective of resolving the matter informally. Such informal discussion shall be initiated by the grievant within fifteen (15) days after the grievant first knew of the event, problem, or condition upon which the grievance is based.

At the time the grievant initiates the informal discussion with his/her principal or immediate supervisor under this Level One, the grievant will inform the principal or immediate supervisor that this is the intent of the discussion.

B. Level Two –Principal/Immediate Supervisor

1. If the grievance is not resolved informally or if no disposition has occurred within five (5) days of the informal discussion, a grievance may be filed in writing on the prescribed form with the principal or immediate supervisor or HR director or designee of proper authority. In no event shall the filing of such grievance occur later than ten (10) days after the grievant first had his/her first informal discussion at Level One. Such grievance shall state the specific reasons for the grievance and specify the sections of the contract or policy which are at Issue.
2. Within five (5) days after receipt of the grievance, the Principal or Immediate Supervisor or HR director or designee of proper authority shall meet with the aggrieved person to discuss the concern. Within ten (10) days following the day of the meeting, the Principal or Immediate Supervisor or HR director or designee of proper authority shall render his/her written disposition to the grievance. Such disposition shall be sent to the grievant and the PEA.

C. Level Three – Superintendent

1. In the event the grievant is not satisfied with the disposition of the grievance at Level Two, or in the case of a class action, the grievant may appeal or bring the grievance to the Superintendent by filing such appeal or grievance in writing, stating the specific basis for the appeal or grievance. An appeal shall be taken within ten (10) days after the decision has been received by the grievant at Level Two or, in the case of class action, a grievance shall be initiated within the time specified in section 4.04 above.
2. The Superintendent or his/her designee shall within ten (10) days of receipt of the Level Two appeal or class action filing, conduct a meeting with the grievant(s) and his/her representative(s) regarding the grievance. Other parties of interest may be present if a request to attend is advanced by either the Superintendent or his/her designee, or the grievant(s) or the grievant's representative. Within ten (10) days after this meeting, the Superintendent or his/her designee shall issue a written disposition of the grievance including the reasons for his/her decision. A copy of such disposition shall be submitted to the aggrieved person(s), the Association and the Principal or Immediate Supervisor involved.

D. Level Four – Board of Education

1. In the event the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant may appeal the grievance to the Board by filing an appeal in writing within ten (10) days after the decision is received by the grievant at Level Three.
2. The President and at least two members of the Board shall within twenty (20) days of receipt of the Level Four appeal conduct a meeting in executive session with the grievant and the grievant's representative(s) regarding the grievance. Other parties of interest may be present if a request to attend is advanced by either the President of the Board, the grievant or the grievant's representative(s). Within ten (10) days after this meeting, the President of the Board shall issue a written disposition of the grievance including the reasons for the Board's decision. A copy of such disposition shall be submitted to the grievant and the Association.

E. Level Five – Arbitration

1. The Association only shall have the right to appeal any grievance, as defined in Section 4.01(A) to arbitration. In the event it is claimed by the Superintendent or Board

of Education that a concern filed as a grievance is not a grievance as defined in Section 4.01(A), then such issue may be appealed to arbitration, with the arbitrator having the authority to rule on the arbitrability issue prior to hearing any evidence or issue any ruling on the merits of the grievance.

2. The Association shall notify the Superintendent, in writing, within fifteen (15) work days after receipt of the written disposition from Level Four, of its intent to appeal the grievance to arbitration. Upon receipt of such notification, the Superintendent and the PEA will jointly request the American Arbitration Association (AAA) to provide the parties with a list of seven arbitrators from which the parties can select an arbitrator in accordance with the rules and regulations of the AAA. If the parties are unable to agree to an arbitrator from the first list provided by the AAA within ten (10) days, then a second list of seven names shall be requested by the parties from the AAA. The parties shall select an arbitrator from this second list by striking names alternately until one name remains who shall be selected as the arbitrator. The party to strike the first arbitrator shall be determined by the flip of a coin.
3. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitrator and any expenses incidental to the arbitration proceeding. However, each party shall be responsible for the fees and expenses of its own representative(s).
4. The decision of the arbitrator shall be final and binding upon the Board, the Association, and the grievant.
5. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this contract, nor have the power to change any practice or policy of the Board except those adopted subsequent to, and alleged to be in violation of this contract. The arbitrator shall not imply obligations and conditions binding upon the Board which are contrary to the reserved rights of the Board as set forth in this agreement or state and federal laws.

4.06 Rights of Teachers to Representation:

- A. A certificated/licensed staff member may not be represented by any teacher organization other than the Association in any grievance or concern initiated pursuant to the provisions of this contract.
- B. No reprisals of any kind will be taken by the Board or by any member of the administration against any party in interest, any building representative, or any other participant in the grievance procedure by reason of such participation.
- C. Any grievant may be accompanied at the grievant's option by a representative(s) of the Association at Levels One through Five.
- D. Nothing contained herein shall negate the right of any teacher to present and process a grievance without the assistance of the Association. Any remedy provided such a grievance shall not be inconsistent with the terms of this contract.

4.07 Miscellaneous:

- A. Decisions at Levels Two, Three, Four, and Five of the grievance procedure will be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties involved in the grievance including the Association.

- B. All documents, communications, and records dealing with the processing of a grievance, if retained, will be filed separately from the personnel files of the participants.
- C. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association. The forms will be printed by the Board and given appropriate distribution so as to facilitate operation of the grievance procedure.
- D. The Board agrees to make available to the aggrieved person and his/her representative, all pertinent information not privileged under law, in its possession or control and which is relevant to the issues raised by the grievance. The Association agrees to make available to the Superintendent and/or the Board, pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.
- E. When it is necessary at Level Three, Four, and Five, for a representative, or representatives, designated by the Association to attend a meeting or a hearing called by the Superintendent during the school day, the Superintendent's Office shall so notify the principal of such Association representatives, and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- F. All proceedings and preliminary decisions shall remain confidential until a final disposition of the grievance is made.
- G. All grievance processing will normally be conducted during the regular working day and generally shall be scheduled so as not to interfere with the regular classroom duties of the parties involved.

#### ARTICLE V - REDUCTION IN FORCE

5.01 The following procedures, which apply to both limited and continuing contracts, will govern the reduction of certificated/licensed staff made necessary through decreased enrollment of pupils in the district, return to duty of regular teachers after leaves of absence, and suspension of schools or territorial changes affecting the district, necessary changes in curriculum and necessary changes in the use of instructional personnel and loss of federal funds. The procedures contained herein for such reduction in certificated/licensed staff shall not pertain to a certificated/licensed employee non-renewed for performance reasons.

5.02 Attrition:

Subject only to the exceptions contained herein, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who die, retire or resign or whose limited contracts are not renewed on the basis of performance. The employment of replacements for some positions may be necessary, in the event that employees on the RIF list do not possess the necessary certification licensure.

5.03 Suspension of Limited and/or Continuing Contracts:

- A. Notices of suspension of limited or continuing contracts shall be given in writing no later than May 15 for suspensions to be effective the first day of the following school year. Continuing contract holders shall be given preference over limited contract holders for suspension purposes. For suspension of limited or continuing contracts during the term of the teacher's contract, for the reasons set forth in 5.01, the procedures set forth in O.R.C. 3319.17 shall be in effect. Prior to mid-contract suspension, the Board will give a thirty (30) day notice of intent to suspend, to the affected teacher with a copy to the Association.
- B. A teacher on limited contract status who is suspended under this provision of the Agreement shall not be entitled to a hearing due to such suspension; however, such prohibition to a hearing shall

not prevent the teacher from pursuing his/her rights under the Grievance Procedure and/or rights in a court of law that could be available to the teacher under any of the provisions of this Agreement. In the case where a continuing contract is being suspended, the reasons shall be given for that suspension in writing by the Superintendent or Director of Human Resources.

- C. Written notification of the aforesaid action shall be signed by either the Superintendent, Director of Human Resources, or the Treasurer, and shall be hand delivered to the affected certificated/licensed employee during school hours on or before May 15. If for some reason the teacher to be suspended is not available to be served notice of suspension in person, then the Board may notify such teacher with a certified letter mailed by May 15 of the year of suspension.
- D. A teacher under limited contract who receives notice of suspension under this provision shall have the express right to be recalled under provisions of this article up to the first day of the third school year following such notice of suspension. A teacher suspended under a continuing contract shall have recall rights up to the first day of the 9th school year following contract suspension.
- E. This provision shall not be interpreted as granting a limited contract teacher a pre-existing contract right.
- F. Teachers suspended under this Article shall not be deemed to be unemployed until August 1 of the calendar year in which they were suspended. If the teacher receives no notice of future employment by August 1, the teacher shall then be deemed unemployed and shall be eligible to file for unemployment compensation.

A teacher may decline recall to a less than full-time position which is offered on or before September 1, and if so declined, the Board shall not challenge the right of such teacher to unemployment compensation, provided, however, that the Board shall challenge the entitlement to unemployment compensation of a teacher who rejects a less than full-time recall offer made after September 1 of any school year.

A teacher who, at the time of layoff, held a full-time position may decline recall to a less than full-time contract position without loss of recall rights, provided that such waiver of recall eligibility to part-time positions shall be effective for the full school year in which the option is exercised. The teacher may elect recall to a less than full-time position, with the right to be offered the next full-time position at the start of the next semester. Likewise, where scheduling permits, teachers may elect recall to the balance of a full-time assignment when a position becomes available for which the teacher is certified/licensed, at the start of the next semester.

- G. If a vacancy arises within five (5) years after a teacher is transferred due to a RIF and no teacher on the recall list is certified/licensed to fill that vacancy, the most senior teacher who has been transferred, as a result of a reduction in force, from his or her primary area of certification/license (defined as the area in which the teacher was teaching at the time of the RIF) may request and be offered the opportunity to a reassignment to the primary area of certification/license before any new teacher is hired. This written request must be filed with the Superintendent/designee by June 1 of each year to be eligible to return in the subsequent year. The failure to file the request in any year will be deemed a waiver of any future request. If the vacancy occurs during the school year, it will be filled by a substitute for the balance of that school year, with the teacher being transferred to the vacant position the next school year. The teacher has three (3) days following receipt of the offer to accept. Failure to accept within that time period means the teacher has waived any right to reassignment under this section.
- H. Teachers working a full-time daily schedule for 120 days or more in anyone school year shall receive the equivalent of one full school year seniority credit. Those working full-time daily but less than 120 days in the school year shall have their seniority calculated on a day-by-day basis (e.g., full time for 117 days will provide 117 days of seniority credit).

As of August 1, 1996, teachers working a part-time schedule who were not scheduled for a part-time assignment before the 1996-97 school year shall have their seniority calculated on a full-time equivalency basis for that school year (e.g., 1/2 day for 184 days will be equivalent to 92 days of seniority credit or 1/2 day for 110 days will be equivalent to 55 days of seniority credit).

5.04 Seniority:

- A. The Board recognizes that whenever it becomes necessary to implement RIF procedures relative to certificated/licensed employees, seniority and area of certification/licensure shall be the exclusive criteria in determining retention or suspension in all cases except where it is clearly demonstrated by the Board that it is necessary to consider specific competencies, experience, and/or curricular goals as prescribed in the Graded Course of Study which could not otherwise be met by strict adherence to seniority and certification/licensure only.

Curricular goals shall include club supervision or extracurricular activities which are directly related to the teacher's teaching position. Band, orchestra and choir shall be the only extra curriculum activities or club supervisions which are directly related to the teacher's teaching position.

- B. Seniority will be applied within classes as follows:

1. The two levels-elementary (K-6) and secondary (7-12) shall be separate and distinct.
2. All certificated/licensed employees shall be placed on a seniority list within their area or areas of certification/licensure. These seniority lists shall govern matters of retention, suspension, and recall subject to the exceptions provided for above and or transfers and assignments as provided in Articles XIII and XIV.
3. An elementary teacher will be transferred to a middle school position (7-8) if the elementary teacher is going to be laid off due to his/her low seniority status at the elementary level. Such teacher will be transferred to grades 7 or 8 if he/she has more seniority than a secondary teacher who would otherwise be retained except in subjects (specific classes) that grant high school credit. In order to be transferred, the elementary teacher must have acquired at least twelve (12) college semester hours (eighteen [18] quarter hours) in the specific subject area (math, science, English, social studies) or have taught in that subject area at the secondary level in the district) to which he/she will be assigned. It is the responsibility of the teacher to inform the Human Resources Office, in writing, that he/she meets the aforementioned requirements not later than February 1 of each year. In addition to a university transcript, an official statement verifying the completion of 12 semester or 18 quarter hours in the specific academic area shall be required. The teacher shall further certify in writing the specific courses taken to satisfy the above requirements.
4. An elementary teacher who holds certification/license in a secondary area will be transferred to that subject matter area if due to his/her seniority, he/she would be laid off as an elementary teacher and has more seniority than the person presently in a secondary position. A secondary teacher who holds certification/license in elementary education will be transferred to an elementary position if due to his/her seniority, he/she would be laid off as a secondary teacher and has more seniority than the person presently in the elementary position.

- C. Seniority shall be determined by the length of continuous service in the Parma City School District. One hundred twenty days or more in anyone school year shall give a teacher the equivalent of one full year of service. If two or more teachers have the same length of continuous service, then seniority will be determined by using the criteria below in the order listed:

1. Total years (years of at least 120 days) plus the day by day calculation of any partial years (less than 120 days).
  2. Total years (years of at least 120 days of service prior to August 1, 1996 plus the day by day calculation of any partial years) plus the day by day calculation of any years of less than 184 days on active pay status after August 1, 1996.
  3. Total years of at least 120 days plus any prior years of teaching service (not to include substitute teaching) in the Parma City School District, which were lost by a break in service.
  4. The earlier date of the Board meeting at which the teacher was hired, for the first employment contract.
  5. The earlier date on the teacher's first job application which led to the teacher's current employment.
  6. Drawing numbers by lottery, with the person drawing the number one being most senior, etc.
- D. Length of continuous service will not be interrupted or affected by authorized leaves of absence approved by the Board of Education and/or the Superintendent. However, a certificated employee on an authorized leave as provided in this Master Agreement shall not accrue continuous service when on such leave.

5.05 Recall:

- A. Teachers selected for suspension shall immediately be placed on a recall list compiled from the seniority lists provided for in 5.04 above. Teachers non-renewed for performance reasons shall not appear on this list. A teacher whose name appears on the recall list shall be offered the vacant position within ten (10) days of retirement, resignation, suspension, demise, non-renewal or termination of an employee teaching in an area for which said teacher is certified/licensed. Said teacher shall be recalled under the foregoing provision regardless of his/her employment status at the time of recall subject to the exceptions provided for in Section 5.04 above. A certificated/licensed employee need not be recalled to a position which becomes vacant after May 1 for the remainder of that school year. Teachers on the recall list shall be recalled to positions for which they are certified/licensed in the order of seniority at the time they are suspended. No new teachers shall be employed by the Board while there are teachers on the recall list who are certified/licensed for any opening of a teaching position, subject to the exceptions provided for in Section 5.04 above. Teachers on continuing contracts shall have more seniority than those on limited contracts.
1. Notice of recall shall be given by telephone or certified mail to the last telephone number or last address given by the certificated/licensed employee to the Board. It shall be the responsibility of the certificated/licensed employee to keep the Board advised in writing of a telephone number and mailing address at which he/she can be reached.
- B. Subject to the exception provided for in Section 5.04 above, certificated/licensed employees notified on or before May 15 that their contracts are being suspended for the next school year shall be offered recall based upon seniority and area of certification/licensure. Certificated/licensed employees who are offered but who decline recall for such an opening need not be offered recall again in openings which may occur after the certificated/licensed employee's declination for recall. The rights herein granted to a suspended teacher shall be forfeited by the teacher should he/she (1) waive his/her recall rights in writing, (2) resign, (3) fail to acknowledge acceptance of recall within three (3) days after receipt of written notice of recall, and (4) fail to report to work in

a position that he/she has accepted within five (5) school days after receipt of the notice of recall accepting the recall opportunity, unless such recalled teacher is prohibited from doing so because of physical illnesses or injuries.

- C. Teachers whose names have been placed on a recall list pursuant to Sections 5.04 and 5.05 shall have their seniority determined in the following manner:
1. The intent of the Recall Provision is to entitle teachers, who have been laid off, to be recalled in accordance with their seniority and area(s) of certification/licensure for up to the first day of the third school year after notice of suspension for limited contract teachers and up to the first day of the 9th school year for continuing contract teachers.
  2. The RIF'ed teacher who is not recalled by the first day of the school year following the notice of layoff shall not accrue additional seniority time. In such cases, seniority shall continue to accrue only if, at some time following the first day of the school year immediately following the RIP, the teacher is recalled. In such a case, seniority shall continue to accrue from the time of the recall in accordance with Section 5.04(C).
  3. Teachers who are on limited contracts and who have been suspended and are not recalled within the time period set forth in sub-section (1) of this section shall be considered severed from employment and shall forfeit all seniority accrued to that time with the exception of utilizing such seniority as a tie-breaking factor in Section C of Article 5.04.
- D. A certificated/licensed employee who holds continuing contract status, and is suspended, shall be entitled to be recalled in all areas of his/her certification/licensure regardless of whether such certification/license was acquired before or after his/her suspension. Failure to notify the Human Resources Office will forfeit recall rights in that additional area of certification/licensure.
- E. Teachers who voluntarily elect to delete an area or areas of certification/licensure from their teaching certificate/license will notify the Human Resources Office of such change. In that event, such teachers are not eligible for retention or recall, in the event of a reduction in force, in any certification/licensure area which has been deleted from the State-issued certificate/license at the teacher's request.

5.06 Seniority Lists:

The Superintendent or designee will provide the PEA with a copy of a seniority list on or about February 1 and on or about May 1 of each year. This list shall include:

- A. A teacher's specific area(s) of certification/licensure
- B. A teacher's employment date
- C. A teacher's leave of absence which affects his/her continuous service
- D. A teacher's total years of the continuous service
- E. A teacher's contract status specifying either continuing or limited
- F. All administrative employees

ARTICLE VI - NEGOTIATED POLICIES

6.01 Forum Committees:

- A. Labor/Management Forum  
Goal: Communicate, Clarify and Problem-Solve

Purpose: To enhance communication between the administration of the Parma City School District and the Parma Education Association by jointly addressing

concerns/problems outside a crisis environment and by discovering, discussing and resolving issues not typically covered by the collectively bargained Agreement.

1. Forum Membership. The Forum shall be composed of seven (7) teachers appointed by the Parma Education Association President and seven (7) administrators appointed by the Superintendent.
2. Decision-Making. Forum shall use consensus decision-making strategies to resolve non-contractual matters. When used in the Parma City School District, consensus decision-making means each member of the group agreed upon the solution(s).
  - a) I believe that you understand my point of view.
  - b) I believe that I understand your point of view.
  - c) Whether or not I prefer this decision, I support it because it was arrived at openly and fairly and it is the best solution for us at this time.
3. Reservation of Rights. Parma City School District agrees to use the Forum as a proactive and problem-solving committee. None of the parties to this Agreement are able to set aside their legal responsibilities or certain dimensions of their respective organizational roles. No grievances shall be discussed and no bargaining shall take place. Therefore, it is understood that unless written exceptions are made, Forum cannot change:
  - a) Local ordinances/State/Federal law;
  - b) Ohio Department of Education rules and regulations;
  - c) PCSD/BOE policies and administrative regulations; and
  - d) The collectively bargained Agreement between the BOE and the PEA.
4. Meetings. Forum shall meet at least monthly during the school day and the school term. Meetings shall be at least two (2) hours as scheduled by the Superintendent or designee and PEA President or designee. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.
5. Forum Training. Annually Forum membership will be provided consensus decision-making training by the Federal Mediation and Conciliation Service (FMCS).
6. Operational Issues.
  - a) Communications. Forum shall create a system of two-way communication via electronic technology to solicit input and distribute Forum meeting minutes in a timely fashion.
  - b) Agenda. An agenda shall be submitted to both parties at least two (2) working days prior to the scheduled meeting. The agenda shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent. Topics not on the agenda shall not be discussed except by mutual agreement but rather shall be placed on the following month's agenda. Topics that could lead to grievances may be discussed. Topics requiring further study may be tabled.

- Only concerns that have the potential of impacting more than one building, program or specified group will be addressed.
  - Any member of the Parma Education Association and any Parma Administrator may submit agenda items to a Forum member who may refer the concern to a Building Forum.
  - The name of the person submitting the concern will remain confidential.
  - Submitted items should include a brief explanation.
- c) Issue Referrals. The Forum could appoint sub-committees to study specific issues and to formulate recommendations. The Forum could also refer issues to other existing District committees.
- d) Chairperson. Chairperson's responsibilities shall be rotated monthly between PEA and the District. Each party will determine whether it will have a permanent chairperson or rotating chairpersons. Each person wishing to speak shall be recognized by the chairperson.

B. Building Forum Teams

Goal: Communicate, Clarify and Problem-Solve

1. A Building Forum Team shall be organized in each school building to serve in an advisory capacity to the principal in matters relating to the administration of the building. The principal of each building shall call an organizational meeting during the first six (6) weeks of the school year. Additional meetings may be scheduled and/or held at the request of the principal or members of the committee. Subjects may include physical plant, scheduling, building level curriculum and social. A Building Forum Team should not discuss personal student or staff matters nor has it any authority to make decisions changing the collective bargaining agreement.
2. Each Building Forum Team will consist of building professional staff elected for staggered two-year terms with all members of the building professional staff eligible to vote for and hold Building Forum Team seats irrespective of membership in the Association. The minimum number of elected professional staff members in elementary, middle school, and senior high shall be 4, 5 and 6, respectively, with a maximum of 8. These elected members are the core of each Building Forum Team. Mid-term vacancies shall be filled by appointment by the remaining core members.
3. Each core shall decide by consensus on process, including agenda and minutes, and selection of the Building Forum Team chair from the core members. Each core may add non-professional staff members, including parents and classified employees, to some or all meetings. Any recommendations of a Building Forum Team must be by consensus.
4. Each Building Forum Team or principal will provide opportunities for teachers to inform the administration and the PEA of areas of expertise and interest. The teachers may then be asked to volunteer their assistance to the principal in those areas.

6.02 School Calendar:

- A. The school calendar shall be developed on the basis of the following factors:

1. 184 contract days in session, of which a maximum of two (2) days will be devoted to parent-teacher conferences, two days will be report days and two (2) days will be devoted to staff development programs as follows:

a) Parent-Teacher Conferences - An equivalent of two (2) school days will be scheduled during the school year with teachers available for parent-teacher conferences. Teachers will be required to participate in afternoon and evening conferences.

1) Two (2) parent-teacher conference half days shall be scheduled for the afternoons of the last day of the first and second marking periods. The parent-teacher conferences shall be scheduled by the teacher. In years where it is possible due to election day occurring within seven (7) days of the end of the marking period, the teacher's parent-teacher conference time for the last day of the marking period will be coordinated and combined with one of the half day in-service days on election day. Students will not be in attendance on that day and teachers will have until the beginning of the next student day to turn in grades.

2) The two half day evening parent-teacher conferences shall be scheduled collaboratively by the Building Forum Teams which will establish guidelines for the conference activities. The evening parent-teacher conference program shall not begin before 5:00 p.m. Each evening parent-teacher conference program shall be 2 hrs. and 45 min.

3) On the days when the two (2) evening parent-teacher conferences occur, teachers shall be allowed to leave five minutes after the student dismissal time. At the high school, the teachers shall be able to leave five minutes after the eighth period class on those two days.

4) Teachers will not have to report on the Wednesday before Thanksgiving.

b) Report Day

1) Teachers will report for one-half day, during the two weeks prior to the start of the school year for room preparation and one full day prior to the students first day of school.

2) Teachers will be required to report one-half day after the students' last day of school as a final report day.

c) Staff Development Day

1) New teachers will be paid a \$100 per day stipend to attend two required full days of in-service in August. During each such day, the new teachers will be provided a one and one-half (1½) hour lunch break. PEA will host lunch and offer a program during that time for the new teachers on each of such days.

2) There will be two half-day in-service meetings during the school year, which will be planned by building staff members and/or members of the Curriculum Division. The two half-day in-service days shall be scheduled on the morning of the last day of the first and second marking periods. In years where it is possible due to election day

occurring within seven (7) days of the end of the marking period, the Board may change the in-service/parent teacher conference day to Election Day. In that event the parent-teacher conference time for the last day of the marking period will be coordinated and combined with one of the half day in-service days on election day. Students will not be in attendance on that day and teachers will have until the beginning of the next student day of school to turn in grades.

- 3) NEOEA Day is an unpaid release day for the bargaining unit members.
  - 4) The teacher report day, at the beginning of the school year and the last day of the third marking period, will consist of half day morning in-service presentations by the district and building administrations with the time after 1:00 p.m. reserved for bargaining unit members to work in their rooms or offices, or on curricular needs.
2. All teachers and LD Tutors shall work the same calendar days except for auxiliary service personnel whose schedule shall be in accordance with that of the school to which they are assigned. Auxiliary teachers shall work no more than 184 days as all other Parma City School District teachers with 178 student days, 2 parent/teacher conference days, 2 in-service days and 2 teacher report days as identified in section 6.02(A)(1)(b).
  3. Before the school calendar is adopted by the Board, the PEA President will provide input identifying the PEA calendar suggestion. The Board will make a reasonable effort to accept the Association's suggestions, which will be accepted unless its proposed program does not satisfy the needs of the educational program and the concerns regarding school calendars of other interested groups.
  4. When a school day or part of a school day is cancelled at a building prior to the starting time, bargaining unit members will not be required to report to the building. If the day is cancelled after teachers and/or students have reported to the building, teachers will be sent home within thirty (30) minutes after students have left the school.
  5. For the purpose of complying with mandated requirements of ORC 3313.482 effective April 7, 1994, the Board shall adopt a school calendar which shall include five (5) make-up days that would be scheduled as student/teacher report days if the district and/or individual buildings must schedule any "make-up" days due to exceeding the permitted number of calamity days.
    - a) The five (5) days for make-up shall be:
      - 1) Teacher Report day at the end of the year, which will convert to a minimum school day.
      - 2) The four weekdays following the regularly scheduled teacher report day at the end of the year.
    - b) The teachers shall report for the minimum amount of time required to comply with the Ohio Department of Education minimum standards and shall be free to leave no later than fifteen minutes after students leave. Any records, materials, grade reports or other activities to be completed by the teacher at the end of the school year shall be completed either during or at the end of the last student "make-up" day or during the morning of the next day following the last student "make-up" day, at the teacher's convenience.

- c) If not required to report to work when school is closed due to a calamity day, teachers will not be paid for the first five (5) make-up days.
- d) All provisions of the negotiated agreement are effective during the “make-up” days if it becomes necessary to use them except for the work day which is governed by Section 6.02(A)(4)(b) above.

6.03 Provision of a Free Appropriate Public Education for Disabled Students

- A. The PEA and the Board recognize the District’s obligation to provide a free appropriate public education for students with disabilities under the IDEA and/or Section 504. The parties further recognize that federal and state statutes and regulations require that disabled students be educated “to the maximum extent appropriate” with children who are not handicapped by providing a special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student’s education plan will be developed in accordance with his/her individual special needs.
- B. Recognizing these statutory obligations, the continuum of options available to disabled students, and the potential impact of these obligations and options in the regular education classroom setting, the following factors will be considered:
  - 1. The education benefits, both academic and nonacademic, available to a disabled student in the regular classroom setting and the disabled student’s progress, with appropriate supplemental aids and services;
  - 2. The effects and impact of the disabled student’s inclusion in the regular education classroom setting upon the other children in the class, both positive and negative (e.g. unreasonable classroom disruptions or diversion of instructional time despite appropriate supplemental aids or services); and
  - 3. The cost of necessary supplementary services.
- C. Any teacher involved in educating a student who is being served under an IEP or 504 plan, will have access to a copy of that plan and, where possible, will be given the opportunity to provide input and feedback in the development, implementation or revision of that plan. The IEP/504 plan will designate the individual to whom the teacher should go to discuss questions and concerns related to sub-section (B) above or seek revisions or interventions.
- D. Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the District will be pro-active in:
  - 1. Exploring outside resources that will support and assist the affected teachers in providing education in a least restrictive environment;
  - 2. Providing in-service training to teachers to assist in addressing the legal and education needs of disabled students in a regular education classroom environment as needed;
  - 3. Implementing successful models of inclusive programs in a regular education environment;

4. Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.
- E. To the extent practical, IEP/504 meetings or staffing will be held during the teacher's work day.
  - F. Teachers and tutors who have primary responsibility for drafting IEPs shall receive the equivalent of one day of release time for collaborating with other staff, reviewing materials and drafting IEPs. The scheduling of the release time and location for the performance of these duties shall be determined by agreement of the teacher and the principal, with the Director of Special Education to resolve all disputes regarding scheduling and location. Teachers and tutors and related service personnel as necessary based on job responsibilities shall be provided released time as has been the practice, to conduct IEP conferences.
    1. CAF's forms will be signed by the person responsible for provision of such service to the student provided that signature is legally sufficient to secure the monetary reimbursements.
    2. After attending six (6) meetings per semester that are conducted outside the student day or during the teacher lunch or individually directed conference/planning time, resource teachers and classroom teachers not making the student referral but asked to attend additional Intervention Assistance Team (IAT) meetings shall receive, effective with the seventh meeting, .0008 of the B.A. salary for each subsequent meeting attended thereafter. PEA members who are paid a ratio (as identified in Section 33.11) shall not be eligible for this compensation. The classroom teacher completing the referral has an obligation to participate on the IAT team and shall not be compensated for said participation unless the meeting is scheduled during the teacher's duty-free lunch time.
  - G. Nothing in this article should be considered in a manner inconsistent with federal or state laws governing the education of disabled students. Nor shall any issues relating to the appropriateness of a student's program or placement be grievable.
  - H. LD Tutors
    1. LD Tutors may instruct no more than three students at one time. However, more children may be in the instructional area working independently on tutor assigned work. Tutors may then move from working with one "set" of one to three students, to another "set" of one to three as often as necessary to support student learning. "Sets" may include regular education students in inclusive situations.
 

Where possible, similar IEP goals will be addressed when delivering support services to "sets" of students with IEPs.
    2. LD Tutors shall not be required to provide large group or direct instruction.
  - I. Inclusion

In the assignment of special needs students, principals will take into consideration the needs of said students (as identified by the student's IEP or Section 504 plan), the availability of special services and other relevant factors.
  - J. If case load or self-contained class size exceeds the maximum number of case load/self-contained class size, as defined by the ODE, teacher shall receive one release day per semester for the semester in which the case load/self-contained class size exceeds the ODE maximum.

6.04 Smoke-Free Environment:

No teacher shall smoke or use tobacco products in any Parma City School District building or board-owned vehicle while under the scope of employment.

ARTICLE VII - TEACHER WORK SCHEDULES

7.01 The teacher's overall work schedules shall be arranged so as to be substantially the same for elementary, middle school, and senior high school teachers. The starting and ending times set forth in Article VII are based on current schedules.

7.02 Elementary Work Schedule:

A. The elementary teacher overall workday shall be 7¼ hours. The workday includes a minimum of 50 minutes duty-free lunch between the hours of 10:30 a.m. and 2:00 p.m. and at least 60 minutes of preparation time daily. The minimum of 50 minutes duty-free lunch shall be exclusive of time to escort students to and from lunch, recess or elsewhere. No teacher shall be required to teach or supervise students more than 315 minutes daily in the elementary schools less the time of scheduled specialists. Each classroom teacher shall have at least 200 minutes of specialist planning time each week.

B. Elementary teachers shall report to work within ten (10) minutes of their selected starting time of 8:30 or 8:45 a.m., and shall remain at their assigned buildings for 7¼ hours from their starting time, except where the teacher has other contracted duties that require leaving the assigned building. Each teacher is responsible for keeping all scheduled obligations within his/her selected starting/ending times and to keep his/her principal notified as required if reporting at other than the prior-selected starting time. Students shall not report to classrooms prior to 9:00 a.m. on any school day and shall be dismissed from the classrooms in accordance with the building schedule no later than 3:15 p.m. except as permitted by the teacher. Unassigned time during the day in the elementary school is to be used for activities related to classroom preparation, team planning, individual assistance to students, or consultation with the principal, parents, or with other school personnel. Unassigned time for members of the teaching teams will be scheduled at a common time. The use of the elementary teacher's time during a lesson taught by a specialist in art, music, or physical education, shall be for class preparation, unless his/her presence is required by the nature of the activity. Any conflict should be resolved by cooperative planning between the teacher, the specialists, and the building principal.

C. The Board shall provide art, music, and physical education specialists for students in grades K-6 in the following manner:

1. Physical education specialists shall provide instruction for two (2) thirty-five (35) minute sessions per week.
2. Music specialists shall provide instruction for two (2) thirty-five (35) minute sessions per week.
3. An art specialist shall provide instruction for one (1) sixty (60) minute session every week. The classroom teacher shall not be responsible for any art instruction.
4. If the classroom teacher has the assistance of an educational aide, the specialist teacher receiving that class for art, music or physical education may ask the classroom teacher and building principal to assign the aide to assist during the specialist's teaching period.

The aforementioned time allotments shall meet the full state requirements in the areas of elementary art, music, and physical education. Therefore, no elementary classroom

teacher shall be required to instruct in any of these special areas except as provided in Sub-section (C)(3).

5. Unless a faculty in a particular building determines otherwise as provided for in section 7.08 of this agreement, the specialist time shall be provided as in C(1), C(2) and C(3) above.
  6. The administration will make every reasonable effort, including dividing or splitting the class of the absent academic teacher among the remaining grade level peers, so that no elementary teacher loses conference and planning time more than four times during any semester.
- D. All teachers at the elementary level shall have, on average, the same amount of pupil contact time over the course of a given week as regular classroom teachers' minutes less the time of scheduled specialists.
- E. The administration may inform the Association of supervisory needs prior to the start of the student day for the upcoming school year, identifying numbers needed by building. The Association will solicit volunteers to fill the needs in exchange for equivalent early departure for the volunteer(s). Within two weeks of school starting, the Association will notify administration of volunteers who will be assigned on a rotating basis. This provision does not prevent the Board from using paid supervision of students when it determines to do so.

7.03 Middle School Work Schedule:

- A. The middle school overall work day shall be 7-3/4 hours. Teachers shall have the option of reporting to their building within ten (10) minutes of their prior-selected starting time of 7:30 a.m., 7:45 a.m. or 8:00 a.m. provided that the teacher reports no later than 15 minutes prior to his/her first assigned duty and keeps all scheduled obligations. Each teacher reporting at other than the prior-selected starting time will keep his/her principal notified as required. Each middle school teacher shall, within the first week of school, declare his/her reporting time to the administration which shall then be effective for the remainder of that school year unless a change is mutually agreed to between said teacher and the building principal. Middle school teachers shall remain at their assigned buildings 7-3/4 hours from the starting time, except where the teacher has contracted duties that require leaving the assigned building earlier than the above set time.
- B. The student day will be composed of nine (9) periods, with each period being 42 minutes in length. No teacher will be required to teach two or more classes during any one period.
- C. Each full-time teacher will be scheduled for instructional and student contact time not to exceed 275 minutes per day, including homeroom (exclusive of passing time). Full-time teachers shall teach or supervise five (5) group instructional or supervisory periods per day. In addition, each full-time teacher will be scheduled for one (1) academic assistance/individual instruction period of 42 minutes in length per day, two (2) periods of 42 minutes for conference and planning time and a 42 minute duty-free lunch.
- D. At the start of each grading period, the teacher and administrator will designate the 42-minute academic assistance period. The teacher and administrator recognize the need for some flexibility in scheduling this period. This assignment must be used for school related activities such as individual/small group instruction, or remediation.
- E. Aides may be employed or teachers may be assigned to supervise lunch periods and the morning and afternoon student arrival and departure periods, school hallways, and study halls.

- F. No middle school teacher will be laid off or lose her/his job due to the employment of additional monitor aides.
- G. For the life of this program, no middle school teacher will be assigned to supervise restrooms, halls, buses, cafeterias or study halls or other similar duties except as may be assigned as part of the five (5) group instructional or supervisory periods specified in paragraph (D) above or as part of a supplemental contract assignment.
- H. The guidelines developed and utilized at each of the middle schools relating to the Academic Assistance/Plus One periods and on file with the PEA as of December 17, 1993 shall be in effect for the remainder of the term of the Master Agreement or as changed by the parties in section 7.03 L.
- I. Each middle school teacher shall be required through consensus reached by their corresponding teams, to identify two (2) of their ten (10) conference periods which shall be required team planning. Each team shall identify and notify the building principal by the end of the first week of school of the periods of required team planning.
- J. Teachers traveling from one middle school to another middle school shall not be required to be part of team planning conferences in more than one building.
- K. Any middle school teacher may request and the administration will attempt to transfer said teachers to an assignment of his/her preference for which the teacher is certified/licensed but that does not involuntarily displace another teacher.
- L. The administration may inform the Association of supervisory needs prior to the start of the student day for the upcoming school year, identifying numbers needed by building. The Association will solicit volunteers to fill the needs in exchange for equivalent early departure for the volunteer(s). Within two weeks of school starting, the Association will notify the administration of volunteers who will be assigned on a rotating basis. These volunteers will not be used to replace the paid morning supervisory positions in effect during the 2004-2005 school year. This provision does not prevent the Board from using paid supervision of students when it determines to do so.

7.04 Senior High Work Schedule:

- A. The senior high school overall work day in the Parma City Schools shall be 7¾ hours for high school teachers. Teachers shall be required to report for duty within ten (10) minutes of 7:30 a.m. and may leave 7¾ hours later so long as they keep all scheduled obligations. Each teacher shall keep his/her principal notified as required if reporting at other than the scheduled time.
- B. The student day will be comprised of eight 48-minute periods.
- C. The full-time teacher will be scheduled for five instructional and/or supervisory assignments. Attendance will be taken during a selected class period which will be extended three minutes for that purpose.
- D. All high school teachers will have a minimum 48-minute, duty-free lunch period and at least two (2) 48-minute conference and planning periods daily.
- E. A high school day will consist of eight 48-minute periods. Each high school teacher shall be scheduled for five 48-minute assignments, and a 48-minute duty-free lunch. All remaining time shall be used for conference and planning as determined by the teacher.

- F. The entire time prior to and after the student day will be used for school related activities such as individual/small group instruction or remediation, areas of mutual interest to students and teachers, individualized curricular work, parent conferences or building committee meetings as determined by the teacher except as affected by section 8.01 of the current agreement. However, academic instruction, remediation and meetings with parents will be given priority over other school activities. At the start of each year, the teacher will designate the general location of where he/she may be available.
- G. Before the start of each year, a committee composed of five (5) teachers appointed by the PEA president and five (5) administrators appointed by the Director of Human Resources, with representatives from each high school, shall be convened. The committee shall consider possible inequities in duty assignments among the high schools and look for possible solutions.

7.05 Specialists Work Schedules:

The overall work day for counselors, school psychologists and other student services staff who are paid a ratio is expressly understood and agreed to be different from and extend beyond the school day set forth in Sections 7.02, 7.03 and 7.04. Effective with the start to the 2011-2012 school year, special education related service teachers, psychologists, media specialists and guidance counselors shall not be eligible for any supervision or 6th assignments.

7.06 Media Specialists:

- A. Media Specialists and/or Librarians shall work a 7¼ hour day at the elementary level and 7¾ hours at the middle school and senior high levels. With the exception of the middle schools, whose schedule is controlled by 7.03, within this framework, all Media Specialists and/or Librarians shall have a 50-minute duty free lunch period and 60 minutes of non-student contact time in the media center/library during the school day as determined mutually between the media specialist/librarian and the building principal.
- B. Media Specialists and/or Librarians shall not be required to instruct any students in any area of curriculum except that which pertains to skills required for proper use of the library/media center and its related equipment and technologies required for proper use of the media center/library and that which relates to the reading of media center/library books and materials, including but not limited to story time for elementary students.
- C. Annually, media specialists will be released for not less than five (5) days to attend book review meetings.

7.07 Computer Resource Specialists shall work a 7¼ hour day at the high school. They shall have a 50-minute duty-free lunch and 60 minutes of non-student contact time as determined mutually between the computer resource specialist and the principal. Each Computer Resource Specialist shall have the same amount of non-student contact time during the school day as other teachers at the high school and it shall be determined mutually by the Computer Resource specialist and the building principal.

7.08 When innovative programs and/or changes in the contractually established work schedules of employees are agreed to by representatives of the Board and the PEA during the term of the Agreement, before such changes become effective on a "pilot" basis they shall be voted on by the teachers and certificated/licensed administrators directly affected by the change. Approval by 67% of those affected by the change and voting is required for the change to occur. The change shall only be in effect for the pilot period for which the vote is taken or the termination of the project for which special funding is received and is contingent upon the change. If the change is agreed to by representatives of the Board and the PEA for a subsequent school year, it shall be voted on again by the teachers and certificated/licensed administrators directly affected, with a 67% approval vote required as specified above. If any such change affects a teacher at the start of a school year, and if such teacher is not satisfied, the teacher may request to be transferred to a different

location and in that event the Board shall make every reasonable effort to transfer the teacher in accordance with her/his request, provided that no other teacher shall be subject to an involuntary transfer as a result of such request.

- 7.09 A. The Association and Board agree that they will meet to discuss any areas or changes in the terms and conditions of employment of any member of the bargaining unit or the provisions of the PEA-Board agreement which might be affected substantially by proposed innovational change within the district. Either the President of the PEA or the Superintendent of the District may make a written request to the other party to discuss the impact of potential innovation or changes and the parties shall agree to meet to discuss the changes and possible impact.
- B. The parties agree that a joint committee, composed of no more than five (5) representatives appointed by the respective parties to this Agreement, shall recommend by consensus based upon best practices and the needs of the District, the restructuring of the students' day and the teachers' workday for the 2011-2012 school year. This joint committee shall have its work completed prior to June 4, 2011, unless mutually agreed in writing by the parties. This joint committee will also convene to study and make recommendations for school year 2012-2013 and thereafter. (Beginning the 2012-2013 school year, curriculum Tuesday will be eliminated.)
- 7.10 If the Board approves a change from the current structure of the Parma City School District (i.e. Middle School grades 6-8) the parties agree to reopen negotiations under the provisions of Article III-Negotiation Procedure to bargain appropriate contractual changes that are necessary to accommodate the change.

#### ARTICLE VIII - MEETINGS AND CONFERENCES

- 8.01 Teachers may be requested and shall be available for conferences with their building principal, parents and/or students, either before or after the work day at a prior cooperatively arranged time. A meeting between a parent(s) and a team/group of teachers either before or after the work day or during common planning time should be scheduled with 72 hours advance notice so that necessary teachers can attend; a teacher who is unable to attend will provide requested information prior to the meeting and is responsible for follow-up contact with the parent(s) as necessary. The following schedule of required meetings is considered a part of the assignment of all elementary and secondary teachers.
- A. The first Tuesday of each month will be reserved for in-service meetings for new teachers and is limited to a maximum of five (5) for the year. These in-service meetings will be planned and directed by the Entry Year Teacher (EYT) Committee. The third Tuesday of each month will be reserved for a system-wide curriculum and subject matter meetings scheduled by appropriate central office personnel during the 2011-2012 school year only. Teachers scheduled to attend such meetings will be notified of same by their immediate supervisor.
- B. The second and fourth Tuesday of each month will be reserved for school building meetings called by the building principal. These Tuesday building meetings shall be limited to seven each semester. The scheduled time for such meetings will be determined by secret ballot vote conducted by the Association representative in each building and at the first yearly faculty meeting in that building. These votes will be counted by the Association representative and building principal. The optional times for such building meetings upon which the teachers shall vote are in the morning before classes begin, in the afternoon immediately after students depart, or, in certain instances, during the actual school day, if the building principal agrees. In order to establish the meeting time, a majority (50% plus one) of the teachers voting must approve the meeting schedule.
- C. Released-time meetings are scheduled as a part of the school calendar. Such building meetings, if scheduled after school, shall begin within ten (10) minutes after the last regular class ends.

System-wide meetings shall begin at the earliest possible starting time, giving consideration to the time teachers are released and the time required for teachers to arrive at the building site.

- D. For building and system-wide meetings, teachers shall not be required to attend longer than one hour. For purposes of such meeting attendance, the optional starting and departure time set forth in Sections 7.02(B) and 7.03(A) are not applicable.
- E. A teacher's attendance at staff meetings scheduled by the administration during the teacher's planning time (exclusive of Tuesday building and curriculum meetings) is strictly voluntary. Where possible, an agenda and minutes of what was discussed at a voluntary meeting will be circulated to all teachers affected by the subject of the meeting for teacher input prior to any administrative decisions being made.

8.02 Staff Development:

The Board may offer four (4) staff development meetings per school year and shall compensate all of those who voluntarily attend in accordance with the provisions below. Each session shall not exceed four (4) hours and will be scheduled during non-instructional time. Each member of the bargaining unit will be eligible to attend all four meetings, provided that the member attends the first scheduled meeting and at least one other meeting during the school year. Those who voluntarily attend the first and one follow-up meeting shall receive a payment of \$100.00 and shall receive an additional \$50.00 for each additional meeting they attend. Payments for meeting attendance shall be made on or about June 30 of each school year.

8.03 Staff Development Teams

- A. The District Staff Development Team (DSDT) consists of one member from each level (elementary, middle school, high school) in each cluster appointed by the Association President and up to nine Superintendent appointees. At least one teacher will also sit on the LPDC. The DSDT will consider district-wide development issues (including department-specific needs), providing recommendations for action to the Association and the Superintendent.
- B. Each building will have a staff development team of teachers and administrators to consider building issues, solicit staff input and direct concerns to the DSDT.

8.04 Staff Development Presentations

The tentative calendar for staff development presentations will be provided to teachers every nine weeks. Presentations by in-house teachers will include preparation time that is mutually acceptable to the presenter and the administrator.

With the agreement of the involved principals, a teacher may decide to attend staff development activities at a site other than the teacher's home school.

ARTICLE IX - LEAVING THE BUILDING

- 9.01 If it is essential that a teacher leave the building of assignment during any unassigned time except lunch for a personal emergency, he/she must sign out in the school office after first securing approval from the building principal or a designated representative. A teacher leaving the building during the duty-free lunch shall verbally inform someone in the school office of the absence.

ARTICLE X - PUBLIC ELECTIONS

- 10.01 Whenever there is a public election in the Parma City School District, teachers will be permitted to leave school immediately after the student day. No after school meetings shall be scheduled on general, primary,

or special election days. During the week in which public elections are held in the Parma City School District, administrators shall have the option of calling a meeting identified in Section 8.01 on Thursday with two (2) weeks advance notice.

#### ARTICLE XI - FAIR DISMISSAL

##### 11.01 Fair Dismissal:

Teachers, after the first year of employment, and who are on limited contract status, who are not going to be reappointed for cause, will be subject to the following rights and procedures:

- A. The teacher will be notified in writing of performance deficiencies including specific suggestions for improvement which will be in compliance with all provisions of Article XII-Cooperative Appraisal. Such notification will be provided by the administrator responsible for the teacher's evaluation.
- B. The teacher will be given reasonable time (not less than 6 weeks) to correct the stated deficiencies, and will be re-evaluated based on previously stated deficiencies.
- C. If a teacher is going to be nonrenewed for cause, then such teacher shall receive written notice from the Board no later than April 30, of its intent not to reemploy.
- D. There will be a hearing with the Superintendent regarding the proposed nonrenewal prior to official Board action. At such hearing the cause of such action will be stated by the Superintendent. The teacher shall have the right to a representative, designated by the Association, at this hearing.
- E. This article shall not be grievable except for the procedural aspects.

The above will not apply to Reduction in Force procedures.

#### ARTICLE XII - COOPERATIVE TEACHER EVALUATION

- A. The formal program of cooperative teacher evaluation should include the following components: a) pre-conference and discussion of the evaluation process; b) method of evaluation: observation, review of professional performance during the school day, or other methods as listed in (B); c) post-conference and/or; d) summary evaluation. The purpose of the cooperative evaluation process is to improve instruction; to make informed decisions relative to teacher professional development needs; to enhance potential leadership skills; and to make employment retention decisions. All teachers shall be evaluated at least once each school year using a clinical model or an alternative model of evaluation. The cooperative evaluation process should give teachers useful feedback on classroom/service needs, the opportunity to learn new teaching techniques/service strategies, and counsel from evaluators and other teachers on how to make changes in their classrooms/service areas. If federal and/or state law does not require annual evaluations for continuing contract teachers, these teachers shall be placed on the evaluation cycle no less than once every three (3) years. District and state assessment scores shall not be used as the sole criteria to evaluate a bargaining unit member. If such data is used, the evaluator must take into account the following: class profile, longitudinal data over a three (3) year period, and the length of time the teacher has been in that particular assignment. All evaluation cycles will be completed no later than May 15<sup>th</sup> of each school year.
- B. For the purpose of this article, the term "days" shall mean teacher work days. Signatures must be affixed on the summative evaluation report on the date scheduled by the parties.

C. Teachers with multiple building assignments shall have an evaluator of record appointed by PCSD Human Resources Department. The evaluator of record shall be responsible for collecting written input from the principals/supervisors where a teacher is assigned to multiple buildings. The input provided by principals/supervisors where a teacher is assigned to multiple buildings must have been shared with the teacher prior to being submitted for inclusion in the summative evaluation report. Principals/supervisors where a teacher is assigned to multiple buildings must attend the summative evaluation conference to discuss their concerns, unsatisfactory performance documentation or observations shared in writing with the teacher previously.

D. Pre-conference:

The pre-observation conference must be held for the purpose of discussing the building's goals, the teacher's goals, mutually determining the method of evaluation, and to determine a five (5) day window within which the observation must be completed. The evaluator may require that the teacher present sample lesson plans or activities, gradebook at the pre-observation conference.

E. Classroom observations may not be scheduled on the day before or after an extended recess, on the day after an absence due to an extended illness, on staff development released time days, or on the first or last day of a marking period.

F. Performance evaluations will be carried out with the knowledge and awareness of the teacher involved.

G. Method/Frequency of evaluation:

**1. EVALUATION CYCLE I - FIRST (1<sup>ST</sup>) YEAR –CLINICAL MODEL/RESIDENT LICENSE**

First (1<sup>st</sup>) Year Teachers shall have at least two (2) evaluations each school year. The evaluator shall schedule the teacher evaluation with the teacher within the first four (4) weeks of the school year. The first summative evaluation shall be completed within the first twelve (12) weeks of the school year. An evaluation for a First (1<sup>st</sup>) Year Teacher shall consist of at least one (1) classroom observation. The post observation conference shall be completed no later than five (5) days after the observation. During the post observation conference, the administrator may determine that a second observation must be completed. If a second observation is necessary, it will be completed no later than five days after the post-conference. A second post-conference will be held no later than five days after this observation. The First (1<sup>st</sup>) Year Teacher must sign the summative evaluation form no later than ten (10) days after the final observation of this evaluation cycle. A second evaluation cycle must be completed by March 30<sup>th</sup> of the same school year. The evaluation cycles shall consist of at least one (1) classroom observation, at least one post conference and a summary evaluation which must be completed by March 30<sup>th</sup> of the same school year. Any documentation from the observation(s) must be attached to the written summary evaluation.

**2. EVALUATION CYCLE II – SECOND (2<sup>ND</sup>) THROUGH FOURTH (4<sup>TH</sup>) YEAR TEACHERS**

Second (2<sup>nd</sup>) through fourth (4<sup>th</sup>) year teachers shall have at least one (1) evaluation each school year. An evaluation for a second (2<sup>nd</sup>) through fourth (4<sup>th</sup>) year teacher shall consist of at least one (1) classroom observation. The post observation conference shall be completed no later than five (5) days after each observation. The second (2<sup>nd</sup>) through fourth (4<sup>th</sup>) year teacher must sign the summative evaluation form no later than ten (10) days after the post observation conference. The first evaluations for second (2<sup>nd</sup>) through fourth (4<sup>th</sup>) year teachers shall be completed by February 1<sup>st</sup>. At the discretion of the evaluator, a second evaluation cycle shall be completed by March 30<sup>th</sup>.

**3. EVALUATION CYCLE III – CLINICAL/ALTERNATIVE FOR FIFTH (5<sup>TH</sup>) YEAR+ - PROFESSIONAL, SENIOR PROFESSIONAL AND LEAD PROFESSIONAL LICENSED TEACHERS**

Subject to mutual agreement of the teacher and the evaluator during the first six (6) weeks of the school year, the evaluation model, form, goals, timelines or tasks will be determined for the evaluation process. If a clinical model is either mutually agreed to or selected by default, the timeline of such evaluation will be mutually agreed to during the first six (6) weeks of the school year. Goals or tasks may have completion dates that are in excess of one (1) school term. The evaluation report must be signed by the teacher and the evaluator no later than ten (10) days after the annual summary evaluation conference. The alternative summary evaluation process shall be completed by March 30<sup>th</sup> unless the teacher and the evaluator agree in writing to an alternate completion date no later than May 15<sup>th</sup>. The alternative evaluation form shall be used to document the discussion of the annual evaluation conference. The clinical model and March 30 completion date are the default should there not be mutual agreement to the type or timeline of alternative evaluation.

The clinical evaluation shall consist of at least one (1) classroom observation. The post observation conference shall be completed no later than five (5) days after the observation. During the post observation conference, the administrator may determine that a second observation needs to be completed. If a second observation is necessary, it will be completed no later than five days after the post-conference. A second post-conference will be held no later than five days of this observation. The summative evaluation form must be signed no later than ten (10) days after the final observation of this evaluation cycle. Any documentation from the observation(s) must be attached to the written summary evaluation.

**H. Continuing Contract Eligibility**

A teacher may submit a written request to the Board to be considered for a continuing contract/tenure by October 15<sup>th</sup>. The teacher must present evidence of possessing the academic training and experience required in Ohio Revised Code 3319.11. A minimum of one evaluation cycle shall be completed by February 1<sup>st</sup>. If an additional evaluation cycle is needed, it shall be completed by March 30<sup>th</sup>.

**I. Nonrenewal of Employment Contracts**

Recommendations for nonrenewal of employment contracts shall be based upon completion of at least two (2) complete evaluation cycles. One evaluation cycle must be clinical. The first evaluation cycle shall be completed by February 1<sup>st</sup> and the second (2<sup>nd</sup>) by March 30<sup>th</sup>.

**J. Observation Requirements:**

A minimum of thirty (30) consecutive minutes will be allotted for each classroom or service observation. However, the parties may mutually agree to split the thirty (30) minute observation period if deemed appropriate for special circumstances. In a case where a teacher is judged to be having difficulties which could possibly lead to nonrenewal if such difficulties are not corrected, then the observations shall be at least thirty minutes in duration. During the observation or for the purpose of the evaluation, unless an alternative form of evaluation is agreed upon, the teacher shall only be required to provide the series of lesson plans (which shall include the objectives of the lesson/unit and other related materials used by the teacher during instruction, the activities to take place and the means for the student assessment) and the grade book (should include seating charts, grade and attendance sheets). Any documentation from the observation(s) must be attached to the written summary evaluation. All monitoring or observation of a bargaining unit member shall be conducted openly and with full knowledge of said bargaining unit member.

**K. Evaluator:**

The evaluator must be employed as an administrator and licensed as a superintendent, principal, supervisor, or director. Observations may be conducted by consultants. The Association shall be advised of the

identity of such consultants by September 15 each year. Any person appointed by the Board to serve as an interim building administrator shall be entitled to conduct observations and complete evaluations. Plans of assistance or adverse contract action recommendations shall only be completed by administrators employed by the Board. The observations and summary evaluations generally will be based on the direct observations of the administration. Any concerns which have been reported to the administration by third parties, and which may be included in the summary evaluation report, must first be disclosed to the teacher and investigated consistent with Section 23.01(B). When a third party concern has been found to be untrue, it shall be either destroyed or will be revised to reflect the accurate information.

L. Alternative evaluations:

A teacher and the evaluator(s) may mutually agree to alternative evaluation programs such as:

- Video-tape
- In-depth self-analysis
- A self-designed program
- Peer team (team membership will be voluntary)
- Action research
- Mentoring new teachers
- Sharing professional research
- Presenting at professional development conferences or staff meetings
- Leading or facilitating staff meetings
- Teacher image questionnaire
- Meeting the rigor of National Board Certificated Teacher (NBCT) designation
- Meeting the rigor for Master Teacher (MT) designation
- Employing technology to make informed decisions relative to teaching quality

**Other agreed upon-procedure**

The post observation conference shall be completed within five (5) days after completion of the tasks' or goals' alternative evaluation dialogue conference. The teacher must sign the alternative summative evaluation form within ten (10) days after the post alternative summary evaluation conference.

Such agreed to alternative evaluation procedures will replace the regular evaluation procedure.

M. Post -conference:

A copy of the observation forms and the written summary evaluation will be given to, and discussed with the teacher no later than ten (10) school days after the final observation. The summative evaluation report shall reflect the Standards for Ohio Educators in a format approved by the parties (PEA and the BOE). At the same time, any casual observation which is reflected in the summary evaluation will be discussed with the teacher.

N. Observation Findings:

Performance shall be supported with specific written comment pertaining to the direct observation by the observer. The recording of specific suggestions for bringing about improvements in performance is required wherever weaknesses are noted. The teacher shall be given a reasonable period of time (not less than six (6) weeks) to improve in that area(s) and may request in writing an additional summary evaluation. If a teacher is judged to be having difficulties which may lead to nonrenewal, such teacher shall be evaluated at least two (2) times during that school year with an individual plan of assistance developed. One such evaluation shall be conducted and completed no later than February 1. The second evaluation shall be completed no later than March 30. The individual plan of assistance shall consist of a list of specific deficiencies which, if not corrected, might result in the teacher's nonrenewal, specific suggestions for improvement for each deficiency and a time line for affecting improvement before re-evaluation. Re-

evaluation shall be based on the list of specific deficiencies. The Association shall be involved in the development of an individual plan of assistance.

O. Peer Assistance Team:

Where the administration has identified a specific deficiency(s) for a teacher, the teacher shall be given the option of assistance from a team of peers selected by the teacher in collaboration with the building administration and the Association leadership. No administrator shall be on the assistance team and no written or oral statements from assistance team members shall be used as a basis for future evaluation of the teacher. Assistance team members may, but are not limited to, observe the teacher's classes, conduct discussions with the teacher, recommend the teacher observe other classes and offer suggestions for improvement. The administration shall conduct any substantive observations and evaluation of the teacher's performance.

P. Report of evaluation:

A teacher's signature on the file copy of the written summary evaluation report shall acknowledge that the summary evaluation has been reviewed and discussed with the evaluator. A teacher's signature does not necessarily indicate agreement.

Upon furnishing the personnel office with reasonable prior notice, a teacher shall have the right to examine the summary evaluation reports in the teacher's personnel file. The teacher shall have the right and opportunity to submit a written statement for attachment to the written summary evaluation placed in the teacher's personnel file consistent with the provisions of ORC 149.43.

Q. This article shall not be grievable except for procedural aspects. Where a grievance is filed alleging a procedural violation of this article or Article XI, an arbitrator would possess the authority, among other remedies, to order the reinstatement with appropriate back-pay and benefits of any nonrenewed teacher. Such grievance shall be processed through the American Arbitration Association's rules for expedited arbitration.

R. Any concerns regarding the factual accuracy of the evaluation should be discussed with the evaluator. The teacher may have an Association representative with him/her at the meeting. If the concerns are not resolved at that level, the teacher and his/her designee may request an administrative review with the Superintendent or the Superintendent's designee.

S. The teacher as a recognized professional will participate in the choice of instructional methods and materials for a particular group of students.

T. The certificated/licensed staff shall be involved in the implementation and evaluation of the evaluation program.

U. In exchange for the Board's agreement regarding Articles XI and XII and the revisions thereof, the Association agrees that the terms set forth herein shall prevail over only the provisions of ORC §§3319.11 and 3319.111, that pertain directly to a teacher's evaluation rights and nonrenewal rights of notice, hearings and judicial appeals.

### ARTICLE XIII - TEACHER ASSIGNMENT

13.01 Assignment:

A. Prior to June 10, teachers will be informed by their building principal of their tentative assignment, including subjects and/or grade level, for the next school year.

B. No later than two weeks prior to the opening of school:

1. At the secondary level, written notification will be given each teacher of his/her assignment for the year.
  2. At the elementary level, any changes in assignment from the tentative assignment shall be sent in writing.
  3. Any changes in assignment necessary following such notification, will be worked out cooperatively with the teacher.
- C. Subsequent assignments of teachers who have voluntarily requested a part-time assignment shall be in accordance with the provisions of the waiver form attached to this Agreement. See Exhibits A and B to this Agreement.

13.02 Request for Reassignment:

- A. On or about January 15 each year, survey forms will be distributed to all certificated/licensed staff, on which requests for reassignment may be made. Survey forms are to be forwarded to the Human Resources Office through the building principal on or about February 1.

Teachers may amend their requests for reassignment as indicated in the January survey by submitting a new survey form to the Human Resources Office on or before May 1. Forms will be available on request from the Human Resources Office or website.

There will be no retaliation against staff members for using the survey form to make a request for reassignment.”

- B. Those teachers requesting a change of assignment within their present building will consult with the building principal and will be given full consideration for existing vacancies.
- C. When vacancies meeting the specific requests as stated in the most recent survey form are available, the teacher(s) requesting the change will be given consideration prior to considering outside candidates, providing the teacher(s) making the request is qualified for the position available. Whenever possible, following review of survey forms, teachers being considered for reassignment will be given the opportunity to meet with the principal at the building where the vacancy exists.
- D. Area of competence, certification, quality of teaching performance, and length of service in the district shall be considered in determining selection of teachers to be reassigned.
- E. Any vacancy for the upcoming school year in a teaching position occurring on or before July 10, including vacancies which occurred mid-year or any supplemental vacancy, shall also be posted in writing in the building during the school year, in the paycheck and/or electronically during the summer for a period of at least seven (7) calendar days. The posting will include any requirements of special training, competencies or certification/licensure. Interested teachers must submit a letter of interest to the Human Resources Office by the expiration of the posting period.
- F. In making assignments to fill positions, all interested, qualified and certified/licensed Parma City School District staff applicants, full or part-time, will be considered and will be interviewed before a candidate is selected. Should there be fewer than five interested, qualified and certified/licensed internal applicants, outside candidates may be interviewed and considered. Upon request, any teacher who is not selected will be given an explanation of the reasons why he/she was not selected.

## ARTICLE XIV - TRANSFER

### 14.01 Transfer:

- A. When transfer within a building other than by request is necessary or appears to be necessary, the administration shall, when appropriate, ask for and consider volunteers for the transfer. If the position is not filled by a volunteer, a personal conference prior to written notification of transfer shall be initiated with the affected teacher(s) by any of the following: coordinator, supervisor or director, principal, Deputy Superintendent, Director of Human Resources, or Superintendent of Schools. During such conference, the reasons for such transfer will be discussed and the affected teacher will have an opportunity to express any concerns regarding such transfer.
- B. An involuntary transfer to a different building will not be done arbitrarily or capriciously. Before any such transfer is made, the administration shall, when appropriate, ask for and consider volunteers for the transfer. If the position is not filled by a volunteer the building principal or supervisor must meet with the affected teacher(s) to provide the reasons for the involuntary transfer and to discuss same.
- C. If a teacher objects to such transfer, the dispute may be resolved through the grievance procedure up through but not beyond Level IV.
- D. Area of competence, certification, quality of teaching performance, system-wide program needs, past transfer history, and length of service in the district shall be considered in determining selection of teachers to be transferred.
- E. Every effort will be made to avoid teachers being transferred two years in a row, unless such transfer is due to that teacher's building being consolidated, insufficient number of classes to provide a full-time assignment, area of certification, or as a result of reduction in force.
- F. Any teacher who is involuntarily transferred to a position which involves a change in grade levels (between primary and intermediate levels or between elementary and secondary levels) or a change in curricular areas, will receive a reimbursement of up to \$200 for the purchase of materials and supplies for the new assignment. An art, music, or physical education teacher will only receive the \$200 reimbursement if the involuntary transfer moves him/her to a level of students (elementary, middle school or high school) which he/she was not instructing during the preceding school year.
- G. Any teacher who is required to relocate to a new building due to the closing of a building or the moving of an entire program where released time is not provided, will receive a \$200 moving supplemental for time required to pack, unpack and room preparation. Redistricting which would result in students moving from one building to another causing the relocation of the teachers to another building with the curricular program continuing at both buildings, would not qualify for payment under this provision.

## ARTICLE XV - PROMOTIONS

- 15.01 Openings for full time positions paying a salary differential shall be publicized with a brief description of responsibilities and qualifications. Such notice shall indicate the date by which applications must be received by the Human Resources Office.
- 15.02 Applications from qualified candidates shall be submitted in writing to the Human Resources Office within the stipulated time and shall outline the applicant's qualifications. All qualified applicants shall be considered.

- 15.03 Appointments to positions shall be made on the basis of qualifications as outlined in the job description and in conformance with provisions of the Civil Rights Act of 1964.
- 15.04 In-district applicants not selected for the position shall be notified in writing within ten days after official action in making the appointment.
- 15.05 The final decision on appointment is not a grievable matter. Only the procedures as established in the contract are subject to the grievance procedure.

ARTICLE XVI - CONTRACTS

16.01 Criminal Records Check:

All teaching employees new to the District shall be conditionally employed until the Board receives the results of a criminal record check from the Bureau of Criminal Identification and Investigation. If such report indicates the individual does not qualify for employment as defined in Revised Code §3319.39(B)(1), the individual shall be informed that he/she is being released immediately from said conditional employment and the reason, i.e., the report from BCII, for the release. If the teacher elects to challenge the report from BCII as inaccurate, the teacher, at her/his request, shall be placed on a leave of absence pending the outcome of her/his challenge against the accuracy of the BCII report. Should the teacher subsequently obtain from BCII, and present to the Board, a BCII report which qualifies her/him for employment under Section 3319.39, the teacher shall be recalled from the leave of absence list and, consistent with other provisions of this Agreement, placed in the position from which she/he was released. The person in that position, if hired as a regular teacher to replace the released individual, (other than a long-term substitute) shall be laid off in accordance with Article V. However, no individual released from conditional employment under this section, nor the Association or any other agency or individual acting upon the employee's behalf, shall have the right to bring a grievance or request arbitration or initiate any other legal proceeding to contest an employee's release from conditional employment by the Board.

16.02 Limited Contracts:

- A. Teachers shall be given one year limited contracts upon employment and shall continue on one-year contracts until qualified for and awarded continuing status or named to positions specifying multi-year contracts.
- B. Such contracts shall be signed by the teacher and the appropriate Board officers and shall set forth the salary to be paid. The teacher's training classification, step on the salary schedule, and blocks of credit earned shall be shown on the contract.
- C. The Board of Education shall act upon all teachers eligible for continuing contracts prior to taking action on those teachers whose contracts are to be suspended due to a Reduction in Force.
- D. Tutors or pre-school teachers, who are offered a limited contract, may waive the possible five (5) years of salary credit experience required under Ohio Revised Code, to two (2) years. Said teacher shall receive a one-time payment of \$100 for each year waived to be paid in the first check in October. Said teacher shall also receive one year of service applied toward a continuing contract status.

16.03 Continuing Contracts:

- A. To be considered for a continuing contract to be effective for the succeeding school year, a teacher with three or more years in the Parma City School District shall submit a letter of intent by October 15 that said teacher may qualify for continuing contract status for the ensuing year. The Board will provide written notice of this requirement with the opening of school staff notes each year. An eight-year professional certificate or five year professional license and the appropriate

work approved by the LPDC must be filed in the Human Resources Office before March 15. If the teacher applies for the professional certificate or the professional license before March 1 and through circumstances which cannot be controlled, does not receive the certificate by March 15, the time limit will be extended to April 1. A teacher not meeting these time limitations may not be considered for a continuing contract to begin the ensuing school year. If a teacher held a continuing contract in another school system, he/she may apply for a continuing contract with the Parma City School District after two years with the District and must follow the above procedure.

- B. Continuing contracts shall be granted to those teachers qualified as to certificate/license, applicable LPDC approved units, service and recommendation to the Board of Education by the Superintendent of Schools. Such contracts shall be signed by the teacher and the appropriate Board officers and shall set forth the salary to be paid. The teacher's training classification, step on schedule, and blocks of credit earned shall be shown on the contract.
- C. Those teachers holding continuing contracts shall be notified on or about July 1st, of salary to be paid during the next contract year. Such annual notice shall set forth teacher's training classification, step on schedule and blocks of credit earned.
- D. The Board of Education shall act upon all teachers eligible for continuing contracts prior to taking action on those teachers whose contracts are to be suspended due to a Reduction in Force.

16.04 Progressive Discipline:

The Administration and PEA will continue to address discipline concerns on a case-by-case basis, utilizing a progressive discipline philosophy with just cause (e.g. oral/written warnings, suspension without pay in lieu of termination). To utilize progressive discipline in terms of suspension without pay in lieu of termination requires the agreement of the PEA and the affected teacher.

16.05 Due Process for Termination of Employment:

Effective for all employees newly hired for the 1986-87 school year and thereafter, the provisions of Ohio Revised Code 3319.16 shall remain in full force and effect except that said employees, who, due to a Board resolution, are either terminated or suspended pending termination, shall only have the right to proceed to binding arbitration in lieu of the right of a hearing before a referee as stipulated in ORC 3319.161. The arbitrator's ruling shall be final and binding; therefore, such employee shall not have the appeal right in the Court of Common Pleas as permitted under 3319.161. However, all provisions of ORC 3319.11 shall remain in full force and effect so as to provide continuing contract rights to all who meet the eligibility requirements.

16.06 Supplemental Contracts:

- A. Limited contracts of employment shall be issued for a term of not more than one year except as identified in section 16.07(A) to all teachers performing assigned supplemental duties in addition to regular teaching duties. Such contracts shall set forth the nature of the supplemental duty or duties to be performed and the compensation to be paid and shall be signed by the teacher and the appropriate Board officers.
- B. Prior to April 15th of each year, those teachers holding limited supplemental contracts for extra-curricular or co-curricular positions will execute a declaration of intent to accept such position(s) for the subsequent school year, if offered.
- C. Limited contracts for extra-curricular and co-curricular positions normally will be issued on or before June 30 to those teachers identified at that time for appointment to such positions. When a supplemental contract is issued, a job description will be attached.

- D. All supplemental contracts shall automatically terminate at the end of their prescribed terms without Board action and without notice to the affected employees. All supplemental teacher contracts shall terminate at the end of each school year, except for those positions as specified in 16.07. A teacher who will not be reappointed for the following year shall be advised of same and the rationale for that decision.

16.07 Supplemental Contracts: Building Department Heads/Cluster Department Heads/Team Leaders/Facilitators/High School Media Specialists:

- A. Limited contracts for employment as building and cluster department heads, team leaders, facilitators, and high school media specialists shall be the only positions for which a two year supplemental contract will be issued. Such contracts may be terminated at the expiration of the first year if the position stated in the contract is to be eliminated the following school year and will not be reinstated under the same or different title with equivalent responsibilities. Effective with the start of the 2000-01 school year, newly appointed building and cluster department heads, team leaders and facilitators, shall receive one year supplemental contracts. Such contracts shall be renewed on the basis of satisfactory performance of the reasonable duties assigned. Recommendations for non-renewals of all contracts shall be made to the Board by the Superintendent no later than April 30th. Appointments shall be automatically renewed for a one year period unless the individual is notified in writing of deficiencies based on established procedures prior to May 30th of the expiration year. Tenure rights of the individual shall not be abridged as a result of non-reappointment to such a position.
- B. Any department in a secondary school which has four (4) or more FTE teachers should qualify to have a department head. The department head will be paid in accordance with the supplemental salary schedule.
- C. Any department within a secondary school which has less than four FTEs within that department shall become a part of the departmental cluster which reflects the current cluster organization of the school district.
- D. The Cluster Department Heads shall be paid in accordance with the existing supplemental salary instrument as developed by the Board and the Association. Such Cluster Department Heads' supplemental salaries shall be established by the Supplemental Review Committee as set forth in Section 33.14.
- E. With the institution of the Cluster Department Head position, under the provisions of this article, where one school has four or more FTEs within a department, the Cluster Department Head position shall be given to the person who presently has the building department head position at that building if he/she has one or more years to go on his/her present department head supplemental contract.
- F. Building administration shall meet at or near the end of each school year with members of each team to assess how the team has functioned and to arrive on a decision for the team leader for the following year. Teachers are encouraged to share such team leadership opportunities.
- G. Media Specialists are exempt from Cluster Department Head positions.

ARTICLE XVII - SUPERVISING STUDENT TEACHERS

- 17.01 Teachers who agree to supervise student teachers shall receive a stipend directly from the college or university in the total amount established by that institution for supervision of each student teacher. It is recommended that supervising teachers should have at least three (3) years of teaching experience and should not supervise more than the equivalent of one full-time student teacher per school year. Teachers shall have the right not to accept student teachers.

## ARTICLE XVIII - SUMMER SCHOOL

### 18.01 Selection of Teachers:

- A. In making the selection of teachers for summer school classes, the primary consideration shall be the best possible instruction for the summer school students.
- B. Summer school teacher positions shall be awarded to currently employed teachers of the Parma City School District who teach in the subject area for which application is being made.
- C. If currently employed teachers are not available, the position may then be filled with other personnel who are certified in the appropriate teaching area.
- D. Subjects usually taught in the senior high school are to be staffed with senior high school teachers whenever possible.
- E. Subjects usually taught in the middle school are to be staffed with middle school teachers whenever possible.
- F. Assignments are made according to the applicant's preferences and qualifications whenever possible.
- G. Preference will be given to those candidates otherwise qualified who have had previous successful and dependable summer school teaching experience.
- H. Length of service in the Parma City School District shall be considered in making the selection but only after all other criteria have been evaluated.

### 18.02 Notification of Teacher Appointment:

The following schedule shall be used in staffing summer school:

- A. Application forms for summer school teaching to be made available in the buildings by April 1.
- B. Application forms for summer school teaching to be returned to the principals within 15 working days after April 1.
- C. Applications will be forwarded to the summer school administrator by May 1.
- D. The review and selection of applicants shall be made by May 31.
- E. Two weeks prior to the beginning of summer school, letters of two types will be sent to those applying for summer school teaching positions.
  - 1. A letter of probable employment. (With sufficient enrollment and barring unforeseen circumstances, this individual can depend upon teaching in the summer school program.)
  - 2. A letter placing the teacher on a reserve list. (These teachers to be employed if the need arises.)

### 18.03 The summer school administrator shall furnish the following information to the Association when a written request is received.

- A. A complete list of all applicants for summer school teaching.

- B. A list of those who were sent letters of probable employment.
- C. A list of those who were sent letters placing them on reserve.
- D. A final list of those actually employed to teach in the summer school.

18.04 Compensation:

- A. The teachers' hourly rate for summer school compensation for positions which require a teaching certificate/license shall be \$24.50. Compensation for teachers for summer school duties will be paid within ten (10) business days of the completion of the first three (3) week period and the second three (3) week period.
- B. Each senior high school and middle school summer school position which requires a teaching certificate/license shall be provided fifteen (15) minutes of conference and planning time for each sixty (60) minutes of student instruction. Elementary summer school positions which require a teaching certificate/license shall be provided fifteen (15) minutes of conference and planning time for each sixty (60) minutes of student instruction.

ARTICLE XIX - CONTINUING EDUCATION

19.01 Selection of Teachers:

- A. In making the selection of teachers for continuing education classes, the primary consideration shall be the best possible instruction for the continuing education students.
- B. Currently employed day school teachers shall be given preference over other applicants when a vacancy is available at the beginning of the school year and not in conflict with day school assignment and/or extra assignments.
- C. Assignments shall be made according to the teacher's preference whenever possible.
- D. Preference will be given to those candidates otherwise qualified who have had previous successful and dependable continuing education teaching experience when not inconsistent with A., B., and C. above.
- E. Length of service in the Parma Schools shall be considered in making the selection only after all other criteria have been evaluated.

19.02 Notification of Teacher Appointment:

The following schedule shall be used in staffing continuing education:

- A. Available positions for continuing education teaching will be identified by notice placed in teachers' mailboxes by the end of the school year. Application forms will be available in the principal's office.
- B. Application forms for continuing education teaching are to be returned to the Continuing Education Office on or before teacher's report day for the next school year.
- C. Two weeks prior to the start of the continuing education year, a letter will be sent to those tentatively selected for continuing education teaching positions which will indicate probable employment. (With sufficient enrollment and barring any unforeseen circumstances, this individual can depend upon teaching in the continuing education program.)

- D. The Superintendent or designee shall furnish upon request the following confidential information to the Association when a complaint arises through the Association:
1. A complete list of all applicants for continuing education teaching.
  2. A list of those who were sent letters of probable employment.
  3. A final list of those actually employed to teach in continuing education.

19.03 Continuing Education Compensation:

Continuing education compensation for positions which require a teaching certificate/license shall be \$24.50. Each continuing education teaching position which requires a teaching certificate/license shall be provided fifteen (15) minutes of conference and planning time for each sixty (60) minutes of student instruction.

19.04 Enrollment for Teachers:

A nominal fee of \$5.00 will be charged to teachers who wish to enroll in adult classes. Teachers are limited to one class per semester at a discounted rate. Using this section of the agreement, continuing education shall be limited to no more than two teacher discounts per class session. Such enrollment shall be based on first come, first served.

ARTICLE XX - INSURANCE

20.01 Medical Insurance:

- A. Effective with the start of the 2011-2012 contract year, teachers will continue to pay 15% to the health insurance premium contribution for medical benefits' insurance. See (I), p. 42.

Effective with the start of the 2011-2012 contract year, teachers shall pay the deductibles specified in the PEA Agreement. The insurance plan administrator shall insure that "service fees" charged by some service providers/local hospitals are paid by the insurance plan administrators as was the practice during the 2010-2011 school year. The Board shall continue to provide substantially equivalent insurance plan benefits as provided during school year 2010-2011 relative to "service fees" charged by some service providers/local hospitals.

See "B" below.

This section supersedes any conflicting provisions in this Agreement.

- B. Each full-time certificated/licensed teacher on active pay status who was hired prior to May 1, 1996, will be provided single or family hospitalization for the duration of this agreement at a comparable level of benefits as provided through Blue Cross/Blue Shield, effective June 1, 1989, described below. Any change in the current plans (traditional or Super Med Plus) shall only occur in compliance with the provisions of Section 20.09. Through that date, benefits shall continue as in the 1986-88 Agreement. When an employee or his/her spouse becomes 65 years of age, in order to compensate for the Medicare/Medifill adjustment, said employee must notify the Human Resources Office within 60 days. Individuals employed on a full-time basis by the Board of Education as of April 30, 1996, and who elect the family hospitalization through Medical Mutual shall pay the full difference in the premiums between the traditional family coverage and the comparable Super Med Plus family coverage. The Board shall pay the remainder of the premium costs associated with such coverages and the total cost of single health insurance coverages for individuals employed on a full-time basis. Individuals employed on a full time basis by the Board as of April 30, 1996 who elect single traditional hospitalization through Medical Mutual, shall pay

\$10/month toward the premium cost. Effective with the start of the 2003-04 school year, a \$15 co-pay on office visits shall apply to all certificated members of the bargaining unit who are enrolled in the Super Med Plus program. Effective January 1, 2004, a deductible of \$100 single/\$200 family for hospital services in network, and \$200 single/\$400 family for hospital services out of network shall apply to all bargaining unit members who are enrolled in the Super Med Plus program. Effective July 1, 2005, each full-time employee enrolled in the current Anthem PPO (or subsequent replacement) shall pay, through pre-tax payroll deduction, 15% of the total monthly premium for single coverage or for family coverage for each month of such coverage. The monthly premium cost from year to year will be based on the actual health coverage increase from the prior year limited to a 20% increase in any specific year.

Summary of Insurance Deductibles	(Not Effecting Office Visit Co-pay)
In network deductible	Single 100/Family 200
In network 20% Co-pay	S 600/F 1200 Max Out of Pocket
Out Network Deductible	Single 200/Family 400
Out Network 40% Co-pay	S 1200/F 2400 Max Out of Pocket

- C. Each full-time certificated teacher on active pay status hired on or after May 1, 1996 or who elects the Super Med Plan will be provided single or family medical coverage which is comparable to the coverage provided by the Super Med Plus Plan. This coverage will be provided at the Board's cost. Each full time certificated teacher on active pay status hired on or after January 1, 2002 shall be eligible for a plan which requires a \$15 co-pay on office visits and a \$100 single/\$200 family deductible for hospital services in network, with a \$200 single/\$400 family deductible for hospital services out of the network.
- D. The Insurance Committee established in Section 20.08 of this agreement, in concert with the administration will develop an educational program to explain the provisions of the Super Med Plus program in detail and, if necessary, on an individual basis to the teachers
- E. Any employee may elect an HMO Health Plan in lieu of the above hospitalization program (Section 20.01 {A}) and be charged the difference between premium rates paid for the Super Med Plus Plan and the cost of the HMO Plan. The HMO Plan shall provide a level of benefits which is comparable to the benefits provided by the HMO Plan in effect January 1, 1996.
- F. The Board will pay for one-half the Board's share of the above premium for employees serving one-half or less time. For employees who first start in a less than full-time assignment beginning with the 1994-95 school year, the Board's share of contributions towards their health insurance costs shall be reduced proportionately to their assignment level.
- G. When an employee is granted a parental leave, he/she may continue to be covered under the hospitalization-surgical insurance program by reimbursing the Board for premium cost until termination of the parental leave. Failure of the individual to forward premium payments to the Board at the stipulated times will terminate this option.
- H. Spousal Benefit:

Any full-time certificated/licensed employee who chooses not to enroll in the hospitalization-surgical program provided by the Board due to duplication of coverage with his/her spouse's family plan, (either acquired inside or outside the school system) shall be entitled to immediate family coverage enrollment in the provided plan upon his/her request. This benefit shall include any employee affected by the 270-day pregnancy clause if his/her spouse was enrolled in the family plan up to the day of the requested transfer of enrollment. Such employee shall suffer no loss of benefits through the implementation of this option.

I. Prescription Drug Program: NEW

**The retail prescription drug program** co-pays will be: \$5 (generic); \$15 (formulary brand); and \$30 (non-formulary brand) for a thirty (30) day supply.

**The mail order prescription drug program** co-pays will be: \$10 (generic); \$30 (formulary brand); and \$60 (non-formulary brand) for a ninety (90) day supply. The prescription drug benefit program will require that all maintenance drug prescriptions be filled through a mail service program, except in an emergency.

However, no teacher shall pay more than \$120 in any benefit plan year towards the deductible copayment for maintenance drugs.

J. The mental/nervous/substance abuse coverage will be as follows:

1. Inpatient Mental Health/Substance Services – In network 100% limited to 90 days per benefit period, combined maximum three (3) admits per lifetime per person for substance abuse. Out of network 90% limited to 90 days per benefit period, combined maximum, three (3) admits per lifetime per person for substance abuse.
2. Out patient Mental Health/Substance Abuse – In network, 100% UCR limited to 31 visits per year; out of network – 90% UCR limited to 31 visits per year.

20.02 Dental Insurance:

The Board and Association agree that the dental insurance program shall include the following provisions:

- A. \$2,500 calendar year maximum per person
- B. 100% of UCR fees for seven Class I expenses
- C. 80% of UCR fees for Class II expenses
- D. 60% of UCR fees for Class III and IV expenses
- E. \$750 orthodontic maximum
- F. Family security benefit
- G. Student to age 25
- H. \$25 calendar year deductible to maximum of \$75 family deductible

20.03 Group Insurance:

Each regular employee working 2-1/2 or more hours per day will receive the following coverage:

- A. \$50,000 - Term Life Insurance Policy
- B. \$50,000 - Accidental Death and Dismemberment
- C. \$2,500,000 Lifetime Maximum Major Medical Policy for the employee and each dependent. The Plan shall provide for an annual deductible amount of \$100 per person or \$200 per family. The Plan shall provide for the payment of eighty percent (80%) of the first twenty-five hundred dollars (\$2,500) of eligible expenses annually; thereafter, the Plan shall provide one hundred percent (100%) of the eligible expenses up to the lifetime maximum of \$2,500,000.

20.04 Optical Insurance:

Each full-time certificated/licensed employee will be provided, at his/her option, single or family Optical Insurance coverage. Such coverage shall include, but not be limited to, an examination every 24 months,

lenses every 24 months, frames every 24 months, the UCR rate for necessary contact lenses, and a \$70.00 reimbursement for cosmetic contact lenses. The plan shall have no deductible on any service.

20.05 Insurance for Laid-off Employees:

The Board shall make available to all suspended and non-renewed full-time certificated/licensed employees laid off due to a reduction in force all rights to maintain the insurance benefits under COBRA, as provided by law.

20.06 The parties commit to meet each spring in a good faith effort to review insurance providers and carriers which may propose to provide benefits and levels of service which meet or exceed those now in effect but at a lower current or projected cost. If such carrier or provider is identified, the consent of either party to such change will not be unreasonably withheld. Should one party refuse its consent, the dispute will be submitted to final and binding arbitration at Level Five, Article IV. No change in carrier or provider may be made pending the ruling of the arbitrator.

20.07 Open Enrollment:

A. Changes (additions or deletions) pertaining to the type of coverage (single or family) related to the current health benefits (medical, major medical, drugs, vision, life and dental) shall be processed only during the month of September and become effective October 1.

B. Changes from the traditional Hospitalization/Major Medical to the Super Med Plus Plan shall occur between November 1 and December 31 of each year.

C. Effective February 1, 2005, couples who are both employed by the Board and both eligible for coverage under this Article are limited either to two single coverages or one family coverage.

D. Employees may "opt out" of the health care coverage set forth in Article 20. Teachers notifying of their opt out during the window period (September) set forth in subsection 20.07(A) shall receive a \$1,000 annual stipend. Once a teacher opts out, the opt out election and annual stipend will continue unless the teacher notifies the District during the same window of an election to be covered or a COBRA qualifying event occurs resulting in an election of coverage. Should such a qualifying event result in coverage, the stipend for that year will be reduced pro rata.

20.08 The parties agree to the establishment of a committee to examine the District's current health benefit program, its cost implications, and possible alternatives. The committee will be composed of four (4) members appointed by the President of the Association and four (4) members appointed by the Superintendent. The Association agrees that representatives of other employee groups may be invited to participate. The committee will meet on a regular basis and may determine to retain, at Board expense, a consultant to examine the current insurance package and to recommend possible alternatives and modifications.

The committee will submit its report and recommendations concerning insurance programs to the Association and the Board.

20.09 The Board may explore a change in carriers or providers, including self-insurance or third-party administration for any of the coverages specified above, provided comparable benefit levels are maintained.

20.10 The provision in this Agreement with respect to medical insurance coverages may be reopened for negotiations at the request of either party following enactment of legislation by the U.S. Congress with respect to health benefit coverages. In the event either party requests to reopen negotiations, bargaining shall be conducted for a period of thirty (30) days. If agreement cannot be reached at the close of the thirty (30) day period, the unresolved issues shall be submitted for assistance in resolution to the local office of the Federal Mediation and Conciliation Service. The mediation period under this provision shall be for a

period of fifteen (15) days, unless extended by mutual agreement of the parties. If the final agreement concerning modification of medical insurance benefits is not achieved in that period, either party has the right to deem the entire Agreement terminated. At that juncture, the parties may exercise such rights as are available to them under Ohio law.

#### ARTICLE XXI - COMMUTED SICK LEAVE

- 21.01 Certified/licensed employees who retire from active service in the Parma City School District and with less than fourteen (14) years of service in the system, may in accordance with ORC 124.391 elect to be paid in cash for sick leave accumulated and unused at the time of retirement on the following basis:
- A. Upon written application to the Chief Financial Officer, those certificated/licensed employees with accumulated and unused sick leave at the time of retirement will be paid a sum equal to the value of one-fourth of the unused sick leave to a maximum of 30 days.
  - B. Such payment shall be based on the employee's daily rate of pay at the time of retirement, exclusive of supplemental pay. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued to the employee. Such payment shall be made only once to any employee.
  - C. Any employee who dies prior to severing employment who would otherwise have been entitled to such payment, shall be deemed to have severed employment the day preceding his/her death. Said payments for such accrued sick leave shall then be paid to his/her surviving spouse and/or to his/her estate in the manner provided by law.
  - D. For purposes of this article, the employee's "daily rate of pay at the time of retirement exclusive of supplemental pay" shall include the employee's salary, as well as any picked-up STRS contributions prorated on a daily basis.
- 21.02 A. Certificated/licensed employees employed prior to May 1, 1996, who retire, or who are severed from employment for any reason, and who have at least fourteen (14) years of service in the district, may elect to receive a lump sum cash payment for all of their accrued and unused sick leave to a maximum of sixty (60) days. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee. New employees hired after May 1, 1996, may not elect to receive this lump sum cash payment if they are severed from employment for any reason regardless of whether they have 14 years of service or not.
- Any certificated/licensed employee who qualifies for the aforementioned 60-day commuted sick leave payment and has an unused sick leave balance of more than 150 days, will also receive an additional 10% of accrued and unused sick leave above the 150 days.
- B. Employees hired after May 1, 1996, who retire from employment, and who have at least fourteen (14) years of service in the district, may elect to receive a lump sum cash payment for one-fourth of their accrued and unused sick leave to a maximum of ninety-five (95) days. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee.
- 21.03 Certificated/licensed employees who resign or sever employment and who have at least fourteen (14) years of service in the district may elect to receive a lump sum cash payment for ten (10) of their accrued and unused sick leave days and carry the balance of days to future employers under the law.
- 21.04 Such payment shall be calculated by multiplying the employee's daily rate of pay at the time of such severance of employment (exclusive of supplemental pay) times his/her total accrued sick days. New employees hired after August 1, 2000 will be able to count a maximum of 100 days transferred from school districts or government agencies other than the Parma City School District towards the total of accrued unused sick days for calculation of severance pay.

- 21.05 a. Should a teacher desire to defer the receipt of the severance payment through a retirement plan qualified to receive deferral elections, e.g. 403(b) plan or 457 plan, the teacher shall notify the district Chief Financial Officer of such desire prior to Board of Education action on their retirement.
- b. Provided the teacher is eligible under the terms of the applicable qualified retirement plan and makes the required deferral election pursuant to the terms of the applicable qualified retirement plan, the Board of Education shall make payment of all or that portion of the severance payment eligible for deferral to the qualified retirement plan no later than 2½ months following the effective date of the retiree's severance of employment, with any non-qualifying remainder paid under Section 21.05(c). Such payment for any retiree shall eliminate the employee's accumulated sick leave.
- c. Any payments under this article not deferred under Section 21.05(a) shall be made in two (2) equal installments within five (5) business days of February 1 of the two (2) years following the effective date of the severing of employment. Such payment for retirees shall eliminate the employee's accumulated sick leave.
- 21.06 Any employee who dies prior to severing employment who would otherwise have been entitled to such payment shall be deemed to have severed employment the day preceding his/her death. Said payments for such accrued sick leave shall then be paid to his/her surviving spouse and/or to his/her estate in the manner provided by law and this agreement.
- 21.07 It is the intent of the parties that any RIF'ed teacher with at least fourteen (14) years of service, who meets the qualifications set forth in Section 21.02, shall be entitled to receive accrued sick leave at any time after the teacher's last day of actual work of the school contract year in which the layoff occurred.
- Any teacher requesting and receiving such commuted sick leave payment shall be considered severed from employment and be deemed to have waived any recall rights under the Reduction in Force, and to have forfeited seniority accrued prior to such request and receipt.
- Teachers who have been on a recall list (and not recalled) for two (2) years (and who, therefore, have forfeited all previously accrued seniority) may request and receive their commuted sick leave pay.
- 21.08 Any employee who severs employment in the district shall be notified in writing by the Chief Financial Officer of the eligibility for and the right to receive the severance pay benefit.

#### ARTICLE XXII - PAYROLL AND PAYROLL DEDUCTIONS

- 22.01 A. Payday:
- Certificated/licensed staff shall be paid in either twenty-six (26) or twenty-one (21) equal installments. Payments for those on twenty-one (21) pays shall commence after at least ten (10) workdays have been completed. Such payments shall be made on alternate Fridays beginning on the first Friday in September after teachers report but in no event later than the second Friday after the start of the school year. On occasional years, when the 26 pay cycle would require a break of 3 weeks between the last pay of one year and the first pay of the next year, the Association may agree to a 27 pay year of equal installments. A form shall be sent with the first paycheck in June of each year to all certificated/licensed staff on which they may indicate selection of the twenty-one pay option. Such form shall be returned to the Chief Financial Officer's Office no later than August 1 of each year. Any certificated/licensed staff not returning said form will be paid in twenty-six equal installments the following school year.

B. Direct Deposit:

All employees shall be required to use direct deposit to receive their paychecks. Employees will receive electronic notice of payroll-related transactions.

22.02 Limitation on Claims for Back Pay:

Any action or claim by a certificated/licensed employee for back pay shall be commenced within four (4) years from the date of the event for which the claim is being advanced or four (4) years from the date the law recognized such claim.

22.03 Implementation:

A. It is agreed that deductions will be made in complete cooperation with the payroll division of the central office.

B. Dues:

1. The Board shall provide payroll deductions of dues for membership in the Parma Education Association, the North Eastern Ohio Education Association, the Ohio Education Association and the National Education Association.
2. The authorized payroll deduction of the Association's dues shall begin the last pay of October and be levied in equal installments for a total of 17 pay periods.

The Board will provide, not later than September 5 of each year, payroll deduction printout with the employee's name, location, address, and social security number for all certificated/licensed staff, and a listing by building of all certificated/licensed staff. By November 1, duplicate printouts (alphabetical and by school) of the aggregate memberships (payroll deduction, cash, fair share, and otherwise) shall be prepared by the Payroll Department from data supplied by the Association not later than October 15. The Association will be charged for the actual cost of supplies and services for this service and the Board will provide a detailed billing upon request.

3. Total deducted membership dues shall be remitted on or about each pay date to the Association.

Credit Union:

The Board agrees to deduct installments to be paid to the PSE Credit Union in accordance with procedures established in cooperation with the PSE Credit Union and the Payroll Department.

C. Tax-Sheltered Annuities:

The Board shall provide for a reduction of salary in the amount authorized by members of the staff wishing to participate in a tax-sheltered annuity program with an eligible company. An eligible company is one who is licensed to do business in the State of Ohio, who has a minimum of ten applications for reduction in salary.

Deductions shall be a minimum of ten dollars per deduction or in multiples of five dollars above the minimum if a large deduction is required. All deductions shall be made from each paycheck and remittance shall be made of deductions to the appropriate company within five days after each deduction.

D. Life and Income Protection Insurance:

The Board agrees to deduct from the teacher's salary, at the individual's request, insurance premiums for Ohio State Life Insurance, Bankers Life Company of Des Moines, Iowa, and Washington National Insurance Company. Enrollment in these insurance plans may be made only in September of each year except for new teachers who have 30 days from date of employment to enroll.

E. Political Action Contributions:

The Board agrees to deduct from the teacher's salary, at the individual's request, an amount of no less than \$2.00 per pay to begin on the first pay in February and continue for ten (10) pays thereafter. Such deductions shall be forwarded to the OEA/NEA Fund for Children and Public Education within ten (10) days from the date of the deduction.

F. Section 125 Plan

The Board shall offer a Section 125 Plan to members of the PEA bargaining unit. Employees will be offered the opportunity to receive information about this option.

ARTICLE XXIII - TEACHER PROTECTION

23.01 Teacher Protection:

- A. Teachers shall report to the Superintendent any threats of criminal or civil action against them arising out of and in the course of their employment. The Superintendent shall review the matter and take appropriate action. Upon request by a teacher, the administration shall provide information to the employee on how to file a charge or incident report with the local police regarding any assaults or threats made against them arising out of and in the course of their employment.
- B. Disciplinary action shall not be taken against a teacher on the basis of a complaint by a parent or student without an investigation by administration. Nor shall such a complaint or any reference to such complaint be placed in the teacher's personnel file unless:
  - 1. The teacher has been given a copy of the written complaint or written summary of a verbal complaint;
  - 2. The identity of the complaining party has been disclosed;
  - 3. The teacher has had an opportunity to discuss the complaint with an administrator;
  - 4. The administrator has determined there is validity to the complaint.
  - 5. Any written statement the teacher wishes to make with reference to the matter will be attached and placed on file.
- C. Teachers shall be free to present instructional materials which are pertinent to the subject and level taught, and are within the outlines of appropriate course content as determined by professional staff through normal administrative procedures.
- D. Notification will be made to the administration whenever a teacher intends to inject into course coverage, subject matter which might reasonably be anticipated to be controversial. All facts on controversial issues shall be presented in a scholarly and objective manner within the limits of discretion, propriety, and Board policies.

- E. Whenever it is alleged by a lay group or individual that the teacher has abused these rights under this policy, the matter will be referred to the Superintendent for review with the teacher. The teacher shall be informed of the specific charges. If, upon such review, it is determined that the teacher has, in the judgment of the Superintendent, acted in accordance with the Board policies appropriate to the incident, the teacher shall be granted whatever support the Superintendent deems appropriate. Such support may include a public statement on behalf of the staff member involved.

23.02 Employment Related Injuries:

Every person in the service of the Parma City School District, who receives any injury in the course of, and arising out of, employment is protected by the provisions of the Ohio Worker's Compensation Law. Any teacher who is injured in the course of his/her employment must file a report to the Treasurer's Office as soon as possible but no later than ten (10) calendar days after the accident and upon filing the report will be provided with the application for benefits.

23.03 Transportation of Students:

No teacher shall be required to transport a pupil in a personal automobile as a condition of employment.

ARTICLE XXIV - SICK LEAVE

24.01 Annual Allowance:

Certificated/licensed personnel shall be granted sick leave on the following basis: one and one-quarter days for each completed month of service or 15 days for each completed year of service.

24.02 Manner of Calculation for New Employees:

At the time of employment, new employees will be advanced five days of sick leave. Five days of sick leave will be advanced to all certificated/licensed employees after five full days in active pay status during the first semester of the school year. Beginning with January 1 of each year, the balance of sick leave will be accrued at the rate of one and one-quarter days for each completed month of service to the annual maximum of 15 days. Any first-year employee who exhausts his/her sick leave after five full days of active pay status may be advanced up to five (5) additional days of sick leave (to a maximum of ten [10] days), upon submission of a physician's statement verifying the need for the advanced sick leave days.

Any sick leave earned and unused in prior employment in any public school system or governmental agency in the State of Ohio may be transferred to the employee's account in the Parma City School District at the time of employment provided that such re-employment takes place within ten years of the date on which the employee was last terminated from public service.

24.03 Accumulated Sick Leave:

The maximum number of sick leave days accumulated shall be unlimited.

Subject to annual appropriations by the Board for such activity, teachers eligible for payments under Section 21.02 may elect to cash in two (2) severance days per year, to be deducted from the days to which they are entitled under Section 21.02 upon termination of employment. Payment for such days shall be made at 50% of the teacher's usual per diem rates and shall be made on or about December 15, provided the teacher notifies the Treasurer in writing of his/her election to cash in severance days by November 1. Payments under this option will be deducted from the severance days made available under the first paragraph of Section 21.02.

24.04 Approved Use of Sick Leave Days:

Payment may be made to certificated/licensed staff for absence due to the following:

- A. Personal illness, pregnancy, injury, or exposure to a contagious disease which could be communicated to other employees. Any use of sick leave in excess of (or anticipated to be in excess of) ten (10) consecutive work days will require a physician's statement indicating the teacher is under his/her care and estimated length of the leave.
- B. Illness, injury or death in the immediate family shall be limited to 90 days per year except where it affects the teacher's parent, spouse or child. Any use of sick leave in excess of (or anticipated to be in excess of) ten (10) consecutive work days will require a physician's statement indicating the teacher's family member is under his/her care and estimated length of the leave. For purposes of illness or injury, immediate family shall be interpreted to include father, mother, grandfather, grandmother, brother, sister, husband, wife, child, step-child, mother-in-law, father-in-law, sisters and brothers-in-law, or any member of the family or household who has clearly stood in the same relationship to the employee. In the event of death and participation in bereavement activities, the definition of immediate family also shall include aunt, uncle, niece, nephew, grandparent in-law, son/daughter in-law, grandchild, or any person who has clearly stood in the same relationship to the employee.

24.05 Miscellaneous Provisions:

- A. Absences due to the aforementioned reasons must be charged to sick leave and cannot be charged to any other established leave policy.
- B. Sick leave will not be charged for days schools are not in session.
- C. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted.
- D. Sick leave will be granted for only those sick leave days earned and accumulated except that sick leave may accrue while the employee is on paid sick leave.
- E. During sick leave, the employee cannot be gainfully employed.
- F. Any teacher, whose personal illness extends beyond the period compensated under the sick leave policy, shall continue to be covered at Board expense under the Board insurance program for thirty (30) days or the end of the month whichever is longer. After this period, the employee may elect to continue coverage at his/her own expense in accordance with the provisions of COBRA.
- G. A person who has been ill for a period of 30 or more consecutive school days, will be required to submit a doctor's certificate indicating that he/she is able to return to work and to assume his/her regular duties and responsibilities.
- H. Adequate notice shall be given the Human Resources Office of the teacher's anticipated return to duty.

A teacher who leaves and returns in the same school year shall be returned to his/her same assignment if he/she so desires. A teacher who leaves prior to the end of the school year and returns to active duty at the start of the next school year, or a teacher who leaves before the beginning of the school year and returns after the start of the school year, shall be returned to his/her original position or a comparable one if his/her original position is no longer available.

24.06 Catastrophic/Life-threatening Alternatives:

In the event a teacher requires leave due to a life-threatening illness or injury, and the teacher has exhausted his/her sick leave, the PEA and administration will meet to discuss possible alternatives, including the donation of sick leave days by other bargaining unit members. Each situation will be discussed and addressed on a case-by-case basis.

24.07 Sick Leave Bank Committee:

The PEA and the administration agree to establish a sick leave bank committee which will develop guidelines and procedures.

ARTICLE XXV - PARENTAL LEAVE

25.01 How long a pregnant teacher may continue in her assignment shall be determined by the teacher and her doctor. It is expected that as long as she shall teach, the pregnant teacher shall perform all duties and responsibilities of her position.

25.02 Long-Term Parental Leave:

A. Leave without pay for a period of two complete school years shall be granted teachers requesting long-term parental leave. If the teacher requests an extension of such leave for an additional one or two year period, said request shall be granted. Requests for such leave shall be filed with the Human Resources Office at least fifteen (15) school days (three weeks during the summer months) prior to the beginning of the requested leave where the birth of the child or the event causing the need for the leave occurs. Any parental leave requests that reflect the continuation of a leave already in progress shall be filed with Human Resources Office on or before July 1st. All leaves shall be subject to the following conditions:

1. Upon return from such leave, only actual teaching experience will be used in establishing seniority to comply with reduction in force procedure.
2. Hiring date will be considered only in cases where two or more teachers have equal experience.
3. During the term of the leave, no employee shall be gainfully employed on a full-time basis during the regular teacher time schedule as established by the Parma City School District. Full time employment shall be interpreted as a 40 hour work week. However, such teacher may substitute or work as a home tutor less than 120 days in the Parma City School District or another school district.
4. A parental leave will not be granted to any employee once the child has entered the first grade.

B. Teachers on parental leave shall be entitled to return from such leave at the beginning of one of the two succeeding school years, unless the teacher requests an additional one or two year extension of his/her parental leave, in which case, he/she shall be entitled to return from such leave at the beginning of the third or fourth succeeding school year.

Teachers whose parental leave begins on or after March 15 of any school year shall, at the time of requesting such leave, notify the Human Resources Office of his/her decision to return or not return the first day of the following school year. The decision not to return the first day of the following school year is irrevocable.

- C. Requests for reinstatement from long-term parental leave shall be directed to the Human Resources Office no later than March 15 of the calendar year in which the teacher is requested to return. The teacher may return at other than the beginning of a new school year only at the discretion of the administration.
- D. Individuals on long-term parental leave may continue any or all group insurance coverage available through the Board of Education by reimbursing the Board for premium costs until termination of leave. Failure of the individual to forward premium payments to the Chief Financial Officer's office at the stipulated times will terminate this option.
- E. The Board will make every effort to return the teacher to a comparable assignment to that held before going on long-term parental leave. Any teacher returning from parental leave shall not be entitled to advancement on the salary schedule for the period of absence nor shall any sick leave accrue during that time.
- F. Once a teacher's parental leave has taken effect and he/she has utilized all rights granted him/her under 25.02 (B), he/she may not request a further contiguous extension of such leave beyond the provisions granted under 25.02 (B). Such teacher may request and shall be granted additional parental leave(s) if he/she returns to full-time employment for at least one school year between such leaves.

25.03 Adoption:

- A. A teacher shall be eligible, upon the adoption of a child, for a paid leave of absence up to a maximum of twenty (20) days. The teacher shall provide the Board with evidence of adoption and shall be eligible for such leave no more than once each school year. Adoption leave, if taken, will occur immediately after the adoption of the child. Such paid leave will be deducted from the teacher's accumulation of unused sick leave.
- B. All provisions of the long-term parental leave policy shall be applicable to adopting parents.

25.04 Reduction in Force:

All employees granted a parental leave will be subject to all provisions of the Reduction-In-Force Policy contained in Article V of this agreement.

ARTICLE XXVI - SABBATICAL LEAVE

26.01 Long Term:

The Board of Education will approve leave for non-compensated professional study or improvement for one or two semesters within the regulations as set forth by the Ohio Revised Code (Section 3319.131) and the State Teachers Retirement System and under the following Board regulations:

- A. The proposed programs for leave must be approved in advance. Application including an outline of the study program or the proposals for professional improvement, must be submitted by June 1 for consideration of leave for the following year or first semester and by January 1 for the second semester. Needed extension of these deadlines will be left to the discretion of the Superintendent. A statement of achievement must be submitted at the conclusion of the leave.
- B. Approval will be given to those otherwise qualified who have at least five years of expected service before retirement.

- C. In determining the salary after return from leave, the teacher shall be granted increments and any other salary adjustments as though service had not been interrupted, providing the program of professional leave is satisfactorily completed.
- D. The teacher must return to the same or mutually agreeable position within the school system for at least one year immediately following satisfactory completion of the program.
- E. The employee will be eligible for all insurance benefits paid by the Board of Education to a full-time certificated/licensed employee. However, no sick leave benefits will accrue during the period of professional leave.
- F. The number of such leaves granted per year shall be at the discretion of the Superintendent, except that no more than five percent of the professional staff may be on leave for study or professional improvement at any one time, and only when satisfactory substitutes are available.
- G. All certificated/licensed staff are to be considered eligible if they meet the following requirements:
  - 1. The applicant must hold standard certification/licensure.
  - 2. The applicant must have served in the Parma City School District for a minimum of five years immediately preceding application for leave.
  - 3. Consideration would not be given more often than once for each five years of service, no leave granted a second time when other members of the staff have filed application.

26.02 Professional Days:

- A. Certificated/licensed staff, excluding administrators and supervisors, will be permitted to request professional improvement leave of up to three days per individual per year. No expenses beyond salary and substitute costs will be paid.
- B. The number of days allocated for this purpose shall not exceed 800 days within the school year.
- C. The appropriateness of all requests for leave under the terms of this agreement will be determined by the Superintendent or designee. The Superintendent shall approve requests to attend curriculum workshops and seminars sponsored or supported by either the NEA, OEA, NEOEA, or its affiliates which relate directly to the teacher's area or areas of certification/licensure unless an emergency exists, or such leave would be detrimental to the educational program. A maximum of 30 teachers may attend anyone conference or seminar, subject to an assessment of the impact of such absence on the instructional program.
- D. The Board shall pay expenses (including fees, meals, lodging, and transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the principal and Director of Human Resources or designee for the particular purposes of professional improvement to the school system and/or to the individual participating. The participant shall receive salary for those days absent for such leave for regularly scheduled school days.

ARTICLE XXVII - PERSONAL LEAVE

27.01 All certificated personnel shall be granted up to three days of non-cumulative leave each year without loss of salary to transact necessary personal business which cannot be conducted outside the regular school day. The number of personal leave days available to certificated staff will be based on the following:

Those teachers beginning active pay status in Parma between August 15 and November 30, may be granted up to three days of personal leave. Those teachers beginning active pay status between December 1 and

February 28, may be granted up to two days; and those teachers beginning active pay status after March 1 of any year, may be granted one day.

- 27.02 A. Personal leave is paid leave from duty for the purpose of attending to essential business matters that cannot be handled on non-working days. Personal leave is not earned time-off or vacation. Personal leave may not be used to extend school holidays or recesses, nor to be gainfully employed. Requests to use personal leave to attend conferences and conventions may be subject to approval of the Principal/Supervisor and/or the Director of Human Resources. The number of days granted will be subject to the approval of the Director of Human Resources when requesting consecutive days.
- 27.03 A. The teacher shall electronically submit requests for personal leave via the Board's online teacher attendance software, fax machine, or email at least three (3) days in advance of the date of the leave if reasonably practical. Alternatively, the teacher may submit the completed form directly to the building principal/supervisor at least three (3) days in advance of the date of the leave if reasonably practical.
- B. Where an emergency exists, a request may be submitted to the building principal/supervisor with less than the above-mentioned time schedule if the reason for such leave is stipulated. Such leave request form should normally be delivered to the substitute services by noon of the day prior to the date of leave.
- However, it is understood that certain circumstances may prevent submission of a request form prior to the emergency leave. In such instances, the teacher shall submit the leave request form the day following return from such leave. Any teacher requesting emergency leave shall notify substitute services as much in advance as possible prior to said leave.
- C. Request for two or three consecutive days of personal leave must state the reason for leave and must be submitted through the building principal/supervisor at least three (3) days in advance of the date of the leave if reasonably practical. Such information shall be personal and confidential in nature, and the teacher is only required to provide an explanation sufficient to qualify the leave as personal leave under the terms of this section. Written reasons for denial of said leave days shall be provided to the bargaining unit member, with a copy to the Association.
- D. A teacher may use one (1) accrued personal leave day after May 1st without specifying a reason. Any other requests for personal leave on or after May 1 of the school year must stipulate the reason for the leave. Any request for personal leave immediately prior to or following a school holiday or vacation must stipulate the reason for the leave. Such information shall be personal and confidential in nature, and the teacher is only required to provide an explanation sufficient to qualify the leave as personal leave under the terms of this section. Written reasons for denial of said leave days shall be provided to the bargaining unit member, with a copy to the Association.
- 27.04 The following options selected by May 1 of each year may be implemented for unused personal leave days:
- A. Transfer unused personal leave days to the teacher's accumulated sick leave days at the end of each school year; Option "A" will be automatically implemented if the teacher does not select "B" below.
- B. Unused personal leave will be automatically transferred to sick leave at the end of each school year, unless the teacher elects to be compensated at a rate of \$100.00 per accrued day up to 3 days.
- 27.05 Abuse of personal leave shall constitute just cause for disciplinary action.

ARTICLE XXVIII - VOLUNTARY LEAVE

28.01 Extended Leave - Non-compensated:

A leave of absence without pay for up to two years may, upon approval of the Superintendent, be granted to any teacher for reasons of a personal nature, of personal or family health or family obligation. Upon return from such a leave, a teacher will be placed on the salary schedule at the level achieved, with the same contract status, and in a position comparable to that held at the time the leave was granted.

The Superintendent's decision to grant or not grant such a leave is not grievable.

28.02 Jury Duty:

Any teacher summoned to jury duty shall be paid the difference between full salary and the expenses associated with the jury duty (parking, mileage, lunch, etc.) and compensation received for jury duty for each working day of absence.

28.03 Compulsory Leave:

In all cases where teachers are summoned to appear before the court or a grand jury and in cases in which they are neither the petitioner nor the defendant, they shall be paid the difference between their witness fees and the normal salary and the expenses associated with the appearance as a witness (parking, mileage, lunch, etc.) for the period of absence.

28.04 Military Leave:

Teachers shall be entitled to military leave consistent with federal and state law. Requests for military leave shall be submitted to the Director of Human Resources.

28.05 Assault Leave:

A teacher will be eligible for assault leave when it is clearly established that such absence has directly resulted from a physical assault occurring during the course of Board employment on school grounds, during school hours, or at school sponsored functions at which attendance is required. Full pay status under Assault Leave can be granted up to a maximum of 30 days.

A teacher may be eligible for up to three (3) days of assault leave as a result of verbal threat of physical harm to the teacher or the teacher's family, where the teacher reports the verbal threat to police and where the police initiate an investigation of the complaint and provide confirmation of such investigation.

- A. Before assault leave compensation will be provided, an assault report with the appropriate law enforcement agency must be filed within seventy-two (72) hours of the alleged assault. This period may be extended if the extent of the teacher's injuries preclude filing a timely report.
- B. Such eligibility shall be determined by the Superintendent or designee and will be based on a signed statement on the appropriate form which shall include, but not be limited to, the following:
  - 1. Nature of the injury.
  - 2. Date and time of occurrence.
  - 3. Identification of the individual or individuals causing the assault, if known.
  - 4. Facts and circumstances surrounding the assault.

5. A certificate from a licensed physician or licensed psychologist describing the nature of the injury or condition sustained causing absence.
  6. A statement indicating a willingness to participate and cooperate with the Board of Education if the Board decides to pursue legal action against the assaulter(s).
- C. Such payment under Assault Leave is to be in lieu of any per diem income from Workers' Compensation. Following such leave, the employee shall be returned to duty provided they are physically fit to assume normal responsibilities and provided their contracts have not expired, they have not resigned, or that they have not become eligible for disability retirement. Such determination shall be made by the Superintendent or designee, based on the opinion of the teacher's licensed physician. Falsification of the signed statement to determine eligibility for assault leave benefits or the physician's certificate is grounds for suspension or termination of employment.

28.06 Personal Leave - Non-compensated:

The Superintendent or designee may grant certificated/licensed employees a maximum of five (5) days non-compensated leave each year upon an employee's written request. However, any teacher who is granted this option may be asked to forfeit his/her remaining professional leave for that school year.

A teacher who submits a request for non-compensated leave may be approved for such leave and be paid her/his per diem less the cost of the substitute subject to the following conditions:

1. The teacher has been employed by the District for seven (7) or more years.
2. The teacher has used less than five (5) days of sick leave or essential personal business leave in the preceding twelve (12) months.
3. The teacher is requesting non-compensated leave for a reason which does not fall within approved reasons for essential personal business leave and where the reason represents a "once in a lifetime" opportunity, for example, a cruise for a wedding anniversary, a special anniversary of parents (50th, 60, etc.).
4. Where the request is approved, the teacher shall not be eligible to use any essential personal business leave for the remainder of the school year.
5. Teachers may apply for such leave with partial compensation every third year.

The denial of such requests, whether with or without partial compensation, shall not be subject to the grievance procedure.

28.07 Family and Medical Leave of Absence Policy:

A. Eligibility:

1. An eligible employee may take up to twelve (12) work weeks of unpaid leave ("FMLA Leave") in any school year (July 1 to June 30) for one or more of the following circumstances:
  - the birth of an employee's child and to care for the child;
  - the placement of a child with an employee for adoption or foster care;
  - to care for the spouse, child, or parent of an employee when that family member has a serious health condition;

- the employee's inability to perform the functions of the position because of the employee's own serious health condition.
2. To be eligible for FMLA Leave, employees must:
    - have been working for the Board for at least 12 months before the leave request (these do not need to be consecutive months); and
    - have worked at least 1,250 hours during the last twelve (12) months. Full time certificated/licensed employees employed for at least 12 months are presumed to meet this requirement.
  3. In cases in which the Board employs both the husband and wife, the total amount of FMLA Leave for the couple for the birth or placement of a child is limited to a total of twelve (12) weeks.
  4. This policy does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under the negotiated agreement. However, if an employee is entitled to and takes paid sick leave for any circumstances set forth in Section 28.07(A)(1), the leave will be treated as and counted against FMLA Leave available under this article.
  5. When an employee has been on sick leave for five (5) or more days, if the teacher is notified by the Board that said sick leave days qualify as FMLA leave and if the teacher does not believe he/she meets the criteria of a serious health condition, the teacher must notify the Superintendent/designee within fifteen (15) days of receiving the notice and shall explain why his/her sick leave use does not meet the criteria of a serious health condition. Unless the teacher again hears from the Superintendent/designee on this specific situation, the Superintendent/designee will correct the personnel files to reflect that said sick leave use shall not also be considered to be FMLA leave. If the teacher does not notify the Superintendent/designee within fifteen (15) days, the correction will not be made.

B. Notice:

1. The employee shall provide the Superintendent/designee with no less than thirty (30) days prior written notice to take leave for the birth or placement of a child when the employee's need for leave is foreseeable. If the employee's need for leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to leave for the birth or placement of a child expires twelve (12) months after the date of birth or placement.
2. Whenever the leave is necessitated by the serious health condition of the employee or her/his family member and is foreseeable based upon planned medical treatment, the employee shall provide the Superintendent/designee with no less than thirty (30) days prior written certification (FMLA Form 1 or 2 - Exhibits C or D) issued by a health care provider to support her/his request for leave. If an employee requires intermittent leave as set forth below, the employee shall provide the Superintendent/designee with no less than thirty (30) days prior written certification (FMLA Form 3-Exhibit E). If there is insufficient time to provide such notice because of the need for treatment, the employee shall provide notice as early as possible.

C. Intermittent Leave and Reduced-Work Schedule:

1. When medically necessary, an employee may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health

condition, or if the employee has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.

2. However, where an employee is principally employed in an instructional capacity requests intermittent FMLA Leave or FMLA Leave on a reduced work schedule and where the employee would be on FMLA Leave for greater than 20% of the total number of working days in the period during which the FMLA Leave would extend, such employee must elect either:
  - a) To take FMLA Leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
  - b) To transfer temporarily to an available alternative position (if any) offered by the Board for which the employee is qualified, and which
    - has equivalent pay and benefits; and
    - the Board determines better accommodates recurring periods of leave than the regular employment position of the employee.
3. If any other employee requests intermittent leave or a reduced-work schedule to care for the serious health condition of a family member or for the employee's own serious health condition, and the need for leave is foreseeable based on planned medical treatment, the Board may, in its discretion, temporarily transfer the employee to an available alternate position with equivalent pay and benefits if:
  - a) The employee is qualified for the position and
  - b) The position better accommodates recurring periods of leave.

D. Leave Near End of Semester:

1. If an employee begins any FMLA Leave more than five weeks prior to the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if:
  - a) The leave is of at least three weeks duration, and
  - b) The return to employment would occur during the three week period before the end of the semester.
2. If an employee begins FMLA Leave for purposes of the birth or placement of a child in order to care for a spouse, child or parent during the period that commences five weeks prior to the end of the semester, the Board may require the employee to continue taking FMLA leave until the end of the semester, if:
  - a) The FMLA Leave is of greater than two weeks duration and
  - b) The return to employment would occur during the two-week period before the end of the semester.
3. If an employee begins FMLA Leave because of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences three weeks prior to the end of the semester and the duration of the FMLA Leave is greater than five

working days, the Board may require the employee to continue to take leave until the end of the semester.

E. Medical Opinion:

The Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated or approved by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the employee to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for an FMLA Leave.

F. Benefits:

The Board shall maintain coverage under the group health plan for the duration of the FMLA Leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium must be made by the first day of each month. The employee shall not accrue seniority, sick, vacation or personal leaves, or any other employment benefits during the leave period.

G. Return to Work:

1. When an employee is medically able to return to work after a serious health condition, she/he shall provide the Board with a statement from her/his health care provider (FMLA Form 4 -Exhibit F) that the employee is able to resume the job functions for her/his position.
2. At the end of an FMLA Leave, the Board shall restore an employee to the same or an equivalent position.
3. Should an employee not return to work at the end of the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave, for parental leave as identified in Article XXV, or for circumstances beyond the employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the FMLA Leave period. An employee shall be required to support her/his claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. (Certification {FMLA Form I} from the employee's health care provider shall be provided in a timely manner, and no later than thirty {30} days after the claimed inability to return.)

H. Construction:

Any ambiguities in this article shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms which are not defined in this article shall have the same meaning as those terms defined in the Family and Medical Leave Act.

ARTICLE XXIX - STUDENT DISCIPLINE

29.01 General Statement:

The atmosphere of the school shall be conducive to the learning process. The responsibility for the maintenance of proper discipline and order within each school building is recognized as being the shared responsibility of employees and administrative personnel. Therefore, each school through the Building Forum Team (BFT) or a separate student discipline committee consisting of teachers and administration established by the BFT, may develop a set of recommendations for the handling of student discipline

problems by the teacher and administration. These recommendations shall include, but not be limited to, the rules and regulations affecting student behavior, and the procedures for handling of disciplinary situations and shall be consistent with Board policy and this Agreement. Once a teacher involves the administration, the final disposition is the responsibility of the administrator. The tone of discipline in the school shall be positive and based upon the purposeful development of self-discipline as a function of the learning process. Most discipline problems should be solved within the framework of the classroom.

29.02 Procedures - Secondary:

- A. The basic responsibility for procedures for maintaining classroom discipline lies with the teacher.
  - 1. The teacher shall be prepared with several levels of disciplinary measures to remedy the situation.
  - 2. Corrective measures for behavioral problems shall relate to the severity or frequency of the problem.
  - 3. The teacher shall use the strongest consequences infrequently.
  - 4. Immediate attention to discipline problems is most effective; the teacher must follow through quickly with disciplinary action, which shall include documented attempts to contact parents/guardians when appropriate.
  - 5. The teacher should consult with other teachers, counselors, and principals on common behavioral problems.
  - 6. When the pupil has not responded satisfactorily to normal classroom disciplinary procedures, the pupil is to be referred to the proper administrator. When the teacher sends a student to the administrator with a written disciplinary referral, the administrator shall advise the teacher in writing of the disposition of the referral as soon as practical.
  - 7. The interruption of a student's education for a minor disciplinary reason, is not recommended. When the actions of a student are clearly disruptive to the educational process, exclusion from class may be necessary. Students excluded for such purposes would not normally be returned to the same class during the same period and this shall occur only after a personal contact is made with the teacher by the administrator involved.
  
- B. The involvement of counselors is a necessary procedure in working with behavioral problems.
  - 1. The counselor shall initiate conferences with the student when the student is referred to the counselor by the teacher.
  - 2. The counselor shall review the student's learning abilities and behavioral problems in cooperation with the teacher(s).
  - 3. It will be the counselor's responsibility to continue contact with the parents and solicit their cooperation in improving the student's performance in school.
  - 4. The counselor will coordinate teacher-student-parent conferences.
  - 5. When determined appropriate, the counselor shall refer the student to Student Services specialists, through the building administration.

6. The counselor shall follow up all referrals through a conference with the teacher, appraising him/her of all pertinent information obtained and a summary of the recommendations related to the case.
- C. When in the opinion of the teacher and/or the counselor, corrective measures available to them have been exhausted, the appropriate administrator shall be directly involved through a disciplinary referral. Referral shall consist of a complete report of all related incidents, as well as corrective measures taken.
1. The administrator shall investigate the case through student conferences and records, make a decision, and inform the involved parties of his/her decision.
  2. The teacher may request a conference with the administrator before disposition is given. The teacher will provide all case background that is known.
  3. The school guidance counselors shall provide continuing guidance throughout all the steps of the Discipline Procedures.
  4. Teachers may be requested and shall be available for disciplinary hearings at a prior cooperatively arranged time.

D. Disciplinary Hearing/Expulsion Hearings:

If a student is to be the subject of a disciplinary hearing/expulsion hearing, reasonable effort will be made to notify the teachers who have that student in class or who have provided disciplinary information related to the student situation. Those teachers will have the opportunity to provide input, with the understanding that the hearing will not be delayed.

29.03 Procedures - Elementary:

- A. The basic responsibility for procedures for maintaining classroom discipline lies with the teacher. It is recognized that problems will arise that require the assistance of others involved in the educational program.
1. The principal should be made aware of discipline problems as they may develop in the classroom.
  2. The principal's assistance should be solicited when the teacher's resources have been exhausted.
  3. The principal and teacher may then jointly decide on a course of action.
  4. Teachers may be requested and shall be available for disciplinary hearings at a prior cooperatively arranged time.

B. Disciplinary Hearing/Expulsion Hearings:

If a student is to be the subject of a disciplinary hearing/expulsion hearing, reasonable effort will be made to notify the teachers who have that student in class or who have provided disciplinary information related to the student situation. Those teachers will have the opportunity to provide input, with the understanding that the hearing will not be delayed.

29.04 Corporal punishment:

Corporal punishment may not be employed in the Parma City School District.

29.05 Procedure – Assault/Property Damage by Students:

All cases of assault and property damage by pupils against staff of the Parma City School District shall be considered for appropriate action.

- A. All serious cases of verbal or written threat of physical harm to the teacher, teacher's family member or teacher's property or physical assault against any Parma school employee shall be reported immediately to the principal. The assaulted person and the principal will discuss further action to be taken. Every case of intentional physical assault and/or verbal threat of any Parma School employee shall be referred through the Student Services Office to the Director of Human Resources.

Every effort shall be made by the administration to remove the student involved in the situation from the teacher's class or supervisory assignment and/or shall make every effort to expel/remove the student from the school for the maximum period permitted by law.

- B. All school personnel should feel secure in fulfilling the responsibilities of their positions without fear of physical harm from pupils or malicious damage to personal property. Pupils guilty of such, shall be subject to expulsion from school, or any action which is within the legal prerogative of the school and/or involved parties to initiate.

ARTICLE XXX - EMPLOYEE ASSISTANCE FOR CHEMICAL DEPENDENCY

- 30.01 Teachers who are diagnosed by a licensed physician as being dependent upon chemicals (including drugs or abuse of alcohol) shall receive the same consideration and opportunity for treatment that other teachers with illnesses receive. Teachers with the illness of chemical dependency shall qualify for the benefits under the present hospitalization program available through the group insurance plan.
- 30.02 For the purpose of this provision, chemical dependency shall be defined as an illness in which a teacher's consumption of mood-altering chemicals interferes with his/her job performance and adversely affects his/her health.
- 30.03 A chemically dependent teacher shall not have his/her job security or promotional opportunities affected by the diagnosis itself or by the teacher's request for treatment.
- 30.04 Teachers are encouraged to voluntarily seek assistance; however, if the chemical dependency interferes with his/her job performance or adversely affects health, a referral for diagnosis by a licensed physician may be requested by the Director of Human Resources, following a consultation with the Labor Relations Consultant.
- 30.05 If the teacher refuses to accept diagnosis and treatment, within four weeks following confirmation of the diagnosis, or fails to respond to such treatment, and the results of such refusal or failure are such that his/her job performance continues to be affected, then that teacher's illness will be handled in the same manner that a similar refusal or treatment failure would be handled for any other illness.

However, in such instances, a teacher whose chemical dependency interferes with his/her job performance may, in appropriate circumstances, be subject to a three-day suspension without pay. Prior to the imposition of any such suspension, the teacher will be afforded the opportunity to request a hearing before the Superintendent or, in his/her absence, the Deputy Superintendent. The teacher may be accompanied to such hearing by a representative of his/her choice.

- 30.06 The implementation of this article shall not require or result in any special regulations, privileges, or exemptions from the usual evaluative practice applicable to job performance.

- 30.07 The confidential nature of any medical information of teachers with chemical dependency shall be preserved and guarded in the same manner as are other medical records.
- 30.08 No employee shall unlawfully possess, use or distribute illicit drugs or alcohol on school premises or at any place where school activities are held. Disciplinary sanctions will be imposed on employees who violate this provision. Sanctions may include referral to and completion of an appropriate rehabilitation program, employment termination and referral for prosecution. Information about drug and alcohol counseling and rehabilitation and re-entry programs available to employees of the Parma City School District may be obtained through the Director of Human Resources or designee.

#### ARTICLE XXXI - KINDERGARTEN ORIENTATION/ASSESSMENT

- 31.01 Kindergarten teachers shall have two (2) days released time during the first two student days of the school year for the purpose of orienting students.
- 31.02 Teachers who conduct kindergarten assessments shall do so during the first eight (8) weeks of the school year and shall receive one release day per class with a substitute provided to facilitate completion of the assessments.

#### ARTICLE XXXII - CLASS SIZE

- 32.01 In non-lecture oriented classes, such as English Composition, lab oriented classes, vocational classes, and Level I classes, efforts will be made, where possible, to limit class size to thirty (30) students per section. This provision is not grievable.
- 32.02 Uniform Assignment of Aides:

When an elementary teacher believes his/her assignment/student load is excessive the teacher may submit a written request through the building principal to the Director of Human Resources for the services of an aide. The Director of Human Resources, in making the determination with respect to aide assignment, shall take into account the following factors among others: building and classroom capacity, class size, nature of students assigned to a particular class number, experience and qualifications of aides available, and the wishes of the individual teachers.

Any elementary teacher who believes that his/her request for an aide has been improperly rejected shall be entitled to a hearing with the Director of Human Resources. The teacher may request the presence of an Association representative at the hearing. The decisions of the Director of Human Resources shall be final.

- 32.03 Effective the first semester following ratification of this Agreement, regular classroom teachers and elementary specialists (Art, General Music and Physical Education) may be eligible for earmarking of professional development funds based upon class size as follows:
- A. This section applies only to teachers whose primary assignment is in the classroom and does not include those whose primary assignment is as psychologist, guidance counselor, media specialist, librarian, therapist, special education teacher or permanent substitute. This section also does not apply to teaching of physical education and music classes at the middle schools and high schools, nor does it apply to supervisory assignments such as cafeteria or study hall.
  - B. High School and Middle School regular classroom teachers whose average student teaching load (total students divided by classroom teaching assignments) exceeds thirty students will be approved for professional development funds beginning with an individual teacher average of thirty-one.
  - C. Elementary School regular classroom teachers whose average student teaching load (total students in a grade level within the elementary building divided by same grade level teachers within the

building) exceeds thirty students will be approved for professional development funds beginning with a grade level average of thirty-one.

- D. Elementary School specialists (Art, General Music and Physical Education) whose average student teaching load (total weekly elementary students divided by weekly elementary classroom teaching assignments) exceeds thirty students will be approved for professional development funds beginning with an assignment average of thirty-one.
- E. Any 1) advance placement classes with less than 25 students, 2) sheltered ESL classes, 3) classes with assigned aides, 4) classes with special education staff assigned all of the time, and 5) classes with multiple assigned teachers are excluded from the calculation.
- F. Average numbers of students will be calculated based on the third school day of ADM week in the first semester and the fifteenth school day of the second semester. The fall and spring numbers define who is approved for professional development funds for the fall and spring semesters, respectively, and will not be revised up or down based upon later student changes for purposes of this section.
- G. Teachers who qualify will be approved for \$75 in professional development funds per semester per student as averaged above. These amounts may be carried over to the next year if not used during the year.
- H. Teachers may use the approved funds for professional development opportunities approved by the building principal or the LPDC or the Superintendent's designee for staff development.
- I. Teachers with a life license/permanent certificate are responsible for using the approved funds for professional development opportunities which relate to an approved CIP plan.

#### ARTICLE XXXIII - SINGLE SALARY SCHEDULE

##### 33.01 Purposes of a Salary Schedule:

- A. To enable the Board of Education to secure and retain competent and well-trained teachers committed to continuous professional growth.
- B. To encourage and stimulate teachers to improve the quality of their teaching service by continuing their professional study in teacher-training institutions.
- C. To guide administrative officials in the selection, classification, and assignment of teachers and in determining the rate of compensation to be paid for their services.
- D. To provide the Board of Education with a means of determining salaries.

##### 33.02 Description of Schedule:

The schedule is a single salary schedule. It provides equal salaries for teachers of equivalent training and experience regardless of the level at which they are assigned to teach.

##### 33.03 Training Classification:

Certificated/licensed staff whose salaries are based on the single salary schedule will be classified as to levels of training as follows:

- CLASS II  
B.A. - Those teachers who possess a baccalaureate degree or its equivalent to meet the standards established by the Department of Education to be a certified/licensed teacher.
- CLASS IV  
M.A. - This class shall include:
1. Those teachers (1974-75) classified in Class IV.
  2. Those teachers receiving master's degrees no later than September 15, 1977.
  3. Those new or reclassified teachers holding master's degrees from universities or colleges approved by the Ohio Department of Education in the area of assignment or in teaching arts. (Effective with new hires for the 1975-76 school year and reclassifications processed in September, 1977.) This provision shall not impact adversely on any teacher employed by the Parma City School District who earned a Masters Degree prior to September 1, 1996.
- CLASS V - Doctor of Philosophy or Doctor of Education Degrees earned from a university or college approved by the Ohio Department of Education. This provision shall not impact adversely on any teacher employed by the Parma City School District who earned a Ph.D. or D. Ed. prior to September 1, 1996.
- Ph.D. - The salary for teachers earning these degrees will be greater than the master's degree (Class IV) at each step of the schedule by an amount equal to sixteen percent (16%).

33.04 Salary Schedules:

A. Compensation 2010-2011

Effective with the start of the 2010-2011 contract year, the Board shall freeze teachers' compensation for 2010-2011, i.e., no step, degrees, blocks of credit, longevity or any other associated compensation movement for 2010-2011. Teachers' compensation for 2010-2011 shall be equivalent to their respective salaries for 2009-2010.

B. Compensation 2011-2012

Effective with the start of the 2011-2012 contract year, the Board will grant eligible teachers their experience step, degree(s), block(s) of credit and longevity based upon the configuration of the 2009-2010 teacher salary schedule. Eligible teachers will advance one (1) experience step in 2011-2012 from their 2009-2010 experience placements on the teacher salary. With respect to step advancement, employees shall not skip steps or make a multiple step movement at the close of 2010-11 contract year to compensate for the freeze which was implemented for the 2010-11 contract year. In other words, if an employee was on step 3 for the 2009-10 and 2010-2011 contract years, the employee will move to Step 4, not Step 5 for the 2011-2012 contract year.

Effective with the start of the 2011-2012 contract year, teachers who earned degrees and blocks of credit and applied prior to September 15, 2010, will be paid a one (1) time stipend equivalent to the block(s) of credit compensation that would have been issued to the employee in the 2010-2011 contract year under this Agreement had the compensation freeze not been in effect. The Board will make this one (1) time stipend

payment to eligible teachers in the August supplement pay run for their approved degrees and blocks of credit completed prior to September 15, 2010, of the 2010-2011 contract year. Stipends paid to less than full-time teachers shall be prorated based upon percent of full-time employed by the Board.

C. Compensation 2012-2013

Effective with the start of the 2012-2013 contract year, eligible teachers shall be advanced **one (1)** experience step, degree(s), block(s) of credit and longevity. The 2012-2013 base salary (\$35,249) and schedule index shall remain that which was in effect for the teachers' salary schedule at the start of contract year 2011-2012.

D. Each bargaining member on active pay status shall receive an additional one day's pay (at their standard per diem rate) for academic achievement during November.

E. Except as set forth in Art. 33.07(E) (addition of any earned 2010-2011 block of credit to teacher's base salary) and Art. 33.17 (one-time 2.5% addition to the base salary), there shall be no increase to the base salary for the term of the Agreement. Any course hours used towards placement or reclassification on the Parma City School District single salary schedule must be from a college/university approved by the Ohio Department of Education or otherwise provided in this Agreement.

33.05 Longevity increments shall be: 1.5% at the 17th step, 3.0% at the 20th step, 4.5% at the 23rd step, 6.0% at the 26th step, 7.5% at the 29th step, 9.0% at the 32nd step, and 10.5% at the 35th step of the B.A. base salary.

33.06 Blocks of Credit:

A. Effective August 27, 1982, in addition to the base salary, an amount equal to 4% of the B.A. base salary will be paid each year for each block of 12 semester hours (18 quarter hours or combination thereof) of training acquired beyond the B.A. degree to a maximum of 2 blocks and for each block of 12 semester hours of training beyond the M.A. degree to a maximum of 3 blocks. Accumulated blocks of credit shall be adjusted on an annual basis to reflect the increase in the B.A. base salary. Effective January 1, 1994, a third block after the BA degree, a fourth block after the M.A. degree and one block after the Ph.D. degree shall be added for course work earned after January 1, 1994.

B. All career and technical education teachers who have been placed on the Class II-BA Degree column due to equivalency but do not have a bachelor's degree, and all tutors, shall be able to earn only one (1) block of credit for a group of twelve (12) semester hours or its equivalency in quarter hours earned after June 1, 1996 and one block of credit for any group of twelve (12) semester hours or its equivalency in quarter hours earned after September 1, 1999 to a maximum of two blocks of credit. Career and technical education teachers who have been placed on the Class II-BA Degree column due to equivalency but do not have a bachelor's degree shall be able to use course work from a two year college that will transfer to a four year college will be able to take all course work at the two year college and have it count towards the blocks of credit.

C. All credit hours acquired beyond the conferring of the bachelor's and/or master's degrees to be applied towards blocks of credit and/or placement on the salary schedule must have been acquired from a college/university approved by the Ohio Department of Education or as otherwise provided in this agreement. Teachers may be approved to take course work from a two-year college by the Superintendent or his/her designee. Should the Superintendent or designee decline to approve such course work, the decision will be final and no grievance may be filed. No more than four (4) semester hours (or equivalent quarter hours) of credit towards a block of credit may be from a two-year college except as provided for career and technical education teachers in section 33.07(B).

- D. Blocks of credit earned beyond the above maximum may be substituted for earlier blocks earned at a lower rate. College or university credits for salary purposes must articulate with the teacher's assignment or represent a purposeful pattern of training, leading to a recognized advanced education degree or a higher level of teacher certification. Upon the Superintendent's or his/her designee's prior approval, courses sponsored by the Association's TEPS Committee will be accepted for salary reclassification. Applications for blocks of credit must be filed with the Human Resources Office together with supporting transcripts on or before September 15 to be considered for that year.
- E. Effective with the start of the 2011-2012 contract year, teachers who earned degrees and blocks of credit and applied prior to September 15, 2010, will be paid a one (1) time stipend equivalent to the block(s) of credit compensation that would have been issued to the employee in the 2010-2011 contract year under this Agreement had the compensation freeze not been in effect. The Board will make this one (1) time stipend payment to eligible teachers in the August supplement pay run for their approved degrees and blocks of credit completed prior to September 15, 2010, of the 2010-2011 contract year. Stipends paid to less than full-time teachers shall be prorated based upon percent of full-time employment by the Board.

33.07 Additional Teaching/Student Supervision Assignments:

A. Secondary:

- 1. An extra class in addition to the teacher's regular assignments as identified in Article VII (i.e., a sixth assignment) will be compensated at the rate of one-sixth (1/6) of the BASE SALARY ON THE TEACHERS' SALARY SCHEDULE unless the extra class is the teacher's third preparation, in which case the teacher shall be compensated at the rate of one-fifth (1/5) of the teacher's base salary contract. Such assignments shall be made in an equitable, rotating fashion in accordance with procedures developed by the Association and administration. Further, if the Board exceeds the equivalent to a year-long average of thirty-seven (37) sixth (6th) assignments (excluding vocational/career-tech), all teachers currently teaching the 6th assignment shall be paid 1/5th of the base salary on the teachers' salary schedule and 1/4th of the base salary on the teachers' salary schedule if the extra class is the teacher's third (3rd) preparation. Effective with the start to the 2011-2012 school year, special education related service teachers, psychologists, media specialists and guidance counselors shall not be eligible for any supervision or 6th assignments. Effective with the start to the 2011-2012 school year, sixth (6th) assignment pay structure for vocational/career-tech teachers shall not change during the term of this agreement and no changes will occur to that structure as a result of this section.
- 2. Study halls, supervision and other period length supervisory assignments in addition to the teacher's regular class assignments and duties as identified in Article VII shall be compensated at the rate of .0008 of the BA base for the term of the assignment. Lunchroom supervision shall be compensated at the rate of .001 of the BA base for the term of the assignment. All assignments shall be made in an equitable, rotating fashion in accordance with a procedure developed by the Association and the administration.
- 3. The building principal may use either of the following methods in providing services of staff for after-school bus duty:
  - a) .0008 applied to the B.A. base per day compensation.
  - b) Assign this duty as a part of the teacher's normal load.

B. Elementary:

Traditional split assignments at the elementary level (grades 1 through 6) involving distinctly different classes at distinctly different grades, and excluding teaming assignments, ungraded classes involving continuous progress or other innovations shall be paid at the rate of 1/6 of the assigned teacher's basic contract salary.

33.08 Substitution:

- A. The administration will make every effort to replace absent teachers with outside substitutes. However, in the event regular substitutes are not available, teachers may volunteer to serve as period substitutes during their regular preparation periods.
- B. Requests for period substitutions shall be made as far ahead as possible.
- C. Substitution shall be made within the teacher's department when possible.
- D. Period substitutes shall be as equally distributed among teachers desiring substitutions as possible.
- E. In the event no voluntary period substitutes are available, the principal may require a teacher to serve as a period substitute so as to provide coverage of all classes.
- F. Compensation shall be at the rate of .0008 applied to the current bachelor's degree base.
- G. If an absent regular elementary teacher's class is split among up to four (4) teachers, the teachers receiving such students shall share the payment in paragraph (F) on a proportionate basis.
- H. When a teacher in an inclusion situation is not replaced by a substitute, the remaining teacher shall be provided period substitute pay.
- I. The period substitute rate will be split among remaining teachers assigned to group supervision of students in large study halls or lunchroom supervision where no substitute is provided for an absent supervisory teacher.

33.09 Use of Personal Automobile:

- A. A certificated/licensed staff member using a personal automobile for travel between buildings as part of his/her regular assignment shall be reimbursed by the Board at the IRS mileage rate applicable on the Board ratification date of this agreement and July 1st of each school year thereafter.
- B. Written documentation will be furnished by any certificated staff member using a personal automobile while carrying on school business. Said business must have prior approval by the Director of Human Resources or designee or the principal.

33.10 Student Services Staff:

Salaries for professional employees in the Student Services shall be determined on the basis of ratios applied to the salary the employee would be paid as a classroom teacher under the salary schedule in force. With exceptions of school counselors, ratios will be provided for three 2% experience factor steps.

RATIOS

<u>Positions</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>Max. Ratio</u>
Psychologist	1.14	1.16	1.18
Visiting Teacher	1.14	1.16	1.18
School Counselor	1.08	1.08	1.08

Counselors will be employed for five (5) days in addition to the regular teacher's work year. Scheduling of the additional five (5) days (7-3/4 hours per day) shall be mutually agreed to by the building principal and the counselor by the close of the previous school year but in no event, later than the start of the affected school year. Counselors, psychologists, and visiting teachers will report at the regular teacher reporting time and will work beyond the normal teacher work day to fulfill required responsibilities.

33.11 Tax-Sheltering of Employees' STRS Contributions:

The salaries of all teachers 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 the 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 Board of Education shall discontinue forwarding such contributions and adjust the salaries by the amount of such contributions.

33.12 Supplementals:

Supplemental positions to be established and filled, subject to provisions of this Agreement, when able to be funded. The payroll department shall provide each teacher performing under multiple supplemental contracts, a note or payroll stub which explains the specific supplemental assignment pay covered by a teacher's paycheck up to eight.

The supplemental salary schedule (Appendix B) reflects the full value of the seven (7) step schedule. However, no person holding a supplemental contract for the 2001-02 school year shall be paid less than he/she received for like services under a supplemental contract for the 2000-01 school year. Members of the bargaining unit appointed to supplemental positions for the 2001-02 school year shall reflect placement of one (1) year added to placement above that in effect for the 2000-01 school year. Initial appointments commencing with the 2001-02 school year and thereafter to head supplemental positions shall reflect experience from all positions held continuously prior to that appointment in the same sport or activity at the same building level. Should the District not offer the supplemental contract for some period of time, that determination by the District shall not disrupt continuous service in the sport or activity for such placement purposes.

33.13 A committee comprised of up to five (5) administrators appointed by the Superintendent and up to five (5) PEA representatives appointed by the PEA President will be established by the first Wednesday in October each year to review the current supplemental classifications and salary schedule. The committee will submit its recommendations to the Board and PEA no later than April 1. The Board and PEA will meet to discuss the recommendations and any action that will be taken based upon the committee's recommendations.

33.14 Teachers who voluntarily agree to serve as chaperones/supervisors of students who attend any school-sanctioned overnight trip, which has been approved by the Administrative Director of Elementary or Secondary Education, shall be provided a supplemental contract in an amount equal to seventy-five dollars

(forty dollars if ten students or less on the trip) for each night of such trip, in consideration for services rendered. Such contract shall be paid in a lump sum within thirty (30) days after the completion of the trip. Teachers shall not be allowed to bring family or friends except for approved chaperones on field trips.

- 33.15 Teachers who volunteer to write curriculum, which may include the writing of courses of study, and who are approved to write such curriculum by the administration, shall be offered a supplemental contract which will expressly stipulate the number of hours set forth by the administration for such writing along with the remuneration. Teachers who volunteer to write curriculum shall be compensated at the rate of .0006 applied to the BA base per hour of contracted time.
- A. In lieu of monetary remuneration, the administration and teacher may mutually agree in writing to utilize teacher release time for the purpose of writing curriculum, curriculum or program assessment, or preparing courses of study. Such release time shall be in proportion to the calculation of time estimated by the administration in order to complete the assignment.
  - B. It is understood that the parties (teacher and administrator) contemplating an agreement to write curriculum or prepare courses of study, will attempt to mutually agree as to whether the assignment will be in accordance with provisions above.
- 33.16 Effective July 31, 2011 the two and one-half percent (2.5%) Board paid STRS contribution payments to STRS on behalf of teachers shall cease. Said dollar amount shall be added to the base salary, as a one-time increase to the base, on the teachers' salary schedule. Therefore, effective with the start of the 2011-2012 contract year, the new base salary shall be  $\$34,389 \times 1.025 = \$35,249$ .

#### ARTICLE XXXIV - FAIR SHARE FEE

- 34.01 A. Each employee covered by this Agreement, who fails to voluntarily acquire or maintain membership in the Association, by October 1 of any school year or within a thirty (30) day period following his/her initial employment, shall be required to pay a service fee which shall not exceed the dues paid by members of the PEA, OEA, NEOEA, and NEA.
- B. The Chief Financial Officer of the Board shall automatically deduct such dues from the paychecks of the service fee payers (non-members) in accordance with the payroll deduction procedures as set forth in Section 22.03(B)(2) except as provided below. The Association Treasurer shall, during the month of September, notify the Chief Financial Officer of the Board of the amount of dues to be deducted for that school year. The Association shall be responsible for insuring that the Fair Share Fee arrangement provided for in this section fully complies with state and federal law. This provision shall not be interpreted to require any certificated/licensed employee to become a member of the Association.
- C. Payroll deductions for the Fair Share Fee shall commence on or after January 15th annually and be levied in installments ending with the last payroll deduction date of Association members.
- D. The first Fair Share Fee deduction shall be for 6/17ths of the total Fair Share Fee. All remaining deductions shall be for 1/17th of the total Fair Share Fee.
- E. The Association agrees to defend, indemnify, and hold harmless, the Board and/or its designees from all claims arising from the provisions as herein set forth. In the event the Board becomes a defendant in any proceeding arising from this Article, the Board shall promptly notify the Association which in turn shall immediately provide counsel selected by the Association.

#### ARTICLE XXXV - PRACTICE PROFICIENCY TESTS

- 35.01 Each teacher who is required to give practice proficiency tests shall determine how to grade and utilize this teaching tool in his/her class in a manner consistent with guidelines established by the curriculum department.

ARTICLE XXXVI - JOB SHARING

- 36.01 A. With the approval of the building principal and Superintendent or designee, which approval shall not be unreasonably withheld, two teachers may share a certificated/licensed teaching assignment.
- B. Teachers who wish to share an assignment shall submit a written plan for such arrangement to the building principal not later than April 1 of the year preceding the proposed job share. The plan must include the following elements:
1. That the plan will be in effect for a full school year.
  2. The area of teaching assignment, including grade level, buildings and courses to be shared.
  3. A full description of the teaching techniques and methods and grading practices employed by each teacher, with a full explanation of the steps the participants will employ to insure compatibility of such techniques and practices.
  4. A percentage of the regular full-time work day each participant proposes to teach.
- C. Teachers who wish to participate must locate their job sharing partner. No teacher will be required to job share.
- D. All negotiated benefits shall be split according to the percent of a regular full-time work day served by the participant.
- E. Participants shall acquire seniority credit for layoff and salary schedule placement purposes on a proportionate basis: e.g., one-half time service provides one-half year credit.
- F. Job-sharing teachers shall be considered for change in contract status, evaluation and layoff on the same basis as the teachers.
- G. Each participant must attend all meetings as set forth in Article VIII.
- H. Refusal of the administration to approve a job-sharing plan is not subject to the grievance procedure.
- I. Job sharing participants cannot be required to substitute for other job sharing participants. If they agree to substitute, they will be reimbursed at the substitute rate.

ARTICLE XXXVII - SALARY SCHEDULE - LEARNING DISABILITY TUTORS

- 37.01 A. Effective January 1, 2004, the salary schedule will be:

Job Code	Job Title	Class Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
LDT	LD Tutor	0	\$18.00	\$18.72	\$19.47	\$20.25	\$21.06	\$21.90	\$22.78	\$23.69	\$24.63	\$25.62
			<u>Longevity Increment:</u> After 10 years - \$127.00									

- B. LD Tutors shall receive holiday pay for the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. In order to qualify for holiday pay, an LD Tutor must be on active pay status on the last work day prior to the holiday and on the first work day after the holiday occurs. All work performed on a holiday will be compensated at time and one-half in addition to the employee's regular rate of pay.

ARTICLE XXXVIII - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

38.01 There will be a Core Local Professional Development Committee (hereinafter "LPDC") which shall set policy and review individual teachers' professional development goals and activities for certification and license renewal for the Parma City School District certified and/or licensed employees. The Core Local Professional Development Committee shall be the official licensing body for the Parma City School District as provided for in O.R.C. 3319.22(A) and O.A.C. 330.24-08. Decisions of the LPDC are not subject to the grievance procedure.

- A. Membership on the Core LPDC shall consist of nine (9) voting members. The PEA shall select five (5) of the members and the Superintendent or his/her designee shall select four (4) members of the committee. The Director of Human Resources and the PEA President shall be standing members of the Core LPDC. The members of the first Core LPDC shall serve staggered terms based on their appointments as designated by the PEA and the Superintendent. One PEA selection shall serve a one year term, two shall serve two year terms and the other two PEA selections shall serve three year terms. As designated by the Superintendent, two appointees shall serve one year terms, one appointee shall serve a two year term, and one appointee shall serve a three year term. After the initial terms beginning September of 1998, all LPDC members shall serve three year terms of office. Terms of office beginning after September, 1998 shall begin on July 1 and end on June 30. The composite group of PEA selections and Superintendent appointees shall represent the different levels in the district.
- B. Any vacancies which occur during a Core LPDC term of a PEA selection shall be filled by appointment of the PEA president for the balance of the term. Any vacancy which occurs during the term of a Superintendent appointee shall be filled by appointment of the Superintendent for the balance of the term.
- C. Removal of a Core LPDC member may occur by action of the PEA or the Superintendent. For decisions to be made by the Core LPDC, seven (7) members must be present, four of whom must be PEA selections.
- D. All decisions by the Core LPDC will be by a majority vote.
- E. All meetings of the Core LPDC shall occur during the school day and/or outside the school day. The Board shall provide substitutes for teachers who are LPDC members who shall meet during the school day.
- F. Trained Core LPDC alternates for Superintendent appointees and PEA selections shall be provided by the Superintendent and/or his/her designee and/or the PEA president when Core LPDC members are absent.
- G. All LPDC records and forms will be kept by the Human Resources Office, separate from the teacher's personnel file. A teacher will be provided immediate access to his/her LPDC file.
- H. All communications between a teacher and the LPDC shall be in writing.
- I. All Core LPDC members shall receive a supplemental contract equal to 3% of the BA base salary (step 1). Substitute members will be paid .0006 of the BA base per hour. Evaluation of the LPDC member's attendance and contribution to the committee will be completed jointly by the PEA President and the Director of Human Resources to determine if an additional year supplemental will be issued.

Regular attendance is expected. If absenteeism is due to an unforeseen reason, the Director of Human Resources or the PEA President is to be notified and a substitute needs to be secured.

- 38.02 All teachers with permanent certificates will not be required to complete any forms or work at the direction of the Core LPDC.
- 38.03 There shall be four Individual Professional Development Plan (hereinafter IPDP) Committees consisting of five (5), at least one of whom shall be a Core LPDC member. One committee shall be the initial evaluator of IPDP for certification and licensure for the Parma City School District for teachers at the elementary level, one for the middle school level, one for the high school level and one for administrators. On each of the IPDP committees that evaluate teacher IPDP's, three of the members shall be PEA selections and two shall be Superintendent or his/her designee appointments. On the administrators IPDP committee, two of the members shall be PEA selections and three shall be appointments of the Superintendent or his/her designee. The members of the committee shall serve staggered two year terms with PEA and the Superintendent making the determination of their selections or appointees have 1 or 2 year terms. After the first year, all terms will be two year terms. Terms shall run from July 1 through June 30.
- A. All decisions by the IPDP committees shall be by a majority vote.
- B. All meetings of the IPDP Committees shall occur during and/or outside the school day. The Board shall provide substitutes for teachers on the IPDP committees who shall meet during the school day.
- C. All IPDP Committee members shall receive a supplemental contract equal to 3% of the BA base salary (step 1). Substitute members will be paid .0006 of the BA base per hour. Evaluation of the IPDP member's attendance and contribution to the committee will be completed jointly by the PEA President and the Director of Human Resources to determine if an additional year supplemental will be issued. Regular attendance is expected. If absenteeism is due to an unforeseen reason, the Director of Human Resources or the PEA President is to be notified and a substitute needs to be secured.
- 38.04 Neither the IPDP nor the actions of the IPDP committee or the LPDC shall be a party of any teacher's evaluation process.

38.05 National Board Certification/Licensure:

The Core LPDC shall develop procedures by December 31, 2000 to encourage participation, develop training and to provide assistance to teachers to apply for National Board Certification/Licensure.

ARTICLE XXXIX - ENTRY YEAR/MENTOR PROGRAM

39.01 Effective Date

In accordance with the 1998 Teacher Education and Licensure Standards and the accompanying rules, the parties agree to the following entry year program to be in place no later than July 1, 2002. This program is subject to modification as required by Ohio law and regulations.

39.02 Purpose

The purpose of the entry year program is to provide a program of support and formative assistance for teachers new to the profession who hold a two (2) year provisional license. The program is designed to enhance the teacher's skills and keep the teacher in the district. The entry year program is exclusively for licensure determination and shall not replace the negotiated employee evaluation system or Cooperative Teacher Evaluation System.

39.03 Committee

- A. An entry year committee comprised of a majority of classroom teachers shall be appointed to develop the program and oversee its implementation. The committee shall be comprised of nine (9) members; five (5) appointed by the PEA and four (4) appointed by the Superintendent. The PEA appointees shall include representation from the elementary (K-5), middle school (6-8), and high school (9-12) levels.
- B. The committee members shall be afforded the opportunity to attend training on the purpose of the entry year program, the tools/instruments to be utilized and the necessary components for an effective program.
- C. Each member of the entry year committee shall receive a hourly stipend equal to .0006 of the BA base salary (step 1) for meetings outside the regular workday.

39.04 Mentors

- A. To serve as a mentor, a teacher shall have taught in the Parma City School District for at least three years with preference given to those with five or more years. Teachers wanting to serve as mentors shall submit letters of application to the committee.
- B. Recommendations for mentor appointment shall be made by the entry year committee to the Superintendent. Whenever possible, mentors shall be from the same building and grade level/subject matter as the entry year teacher (hereinafter EYT).

C. Training

Teachers selected to be mentors for the first time shall be provided training in mentoring, the components of "Pathwise", confidentiality and other areas identified by the committee. Mentors shall be provided release time for training or a stipend for training outside the school day. Refresher training shall be provided as determined by the committee.

D. Confidentiality

Mentors shall communicate directly with the EYT. No mentor teacher shall participate in any informal or formal evaluation of an EYT, nor make, nor be requested or directed to make any recommendation regarding the continued employment of an EYT.

All interaction, written or oral, between the mentor teacher and the EYT shall be regarded as confidential. However, the mentor teacher is obligated to advise administration if he/she reasonably suspects the EYT is engaged or contemplating actions that could be harmful to students, the EYT or others. Subject to the above, the school district shall not use any written or anecdotal communication regarding the EYT from the mentor or any testimony by the mentor in any adverse job action affecting the EYT.

E. Release Time

Each mentor shall be granted release time not to exceed the equivalent of five (5) days per year per EYT for direct mentoring activities. Said release time shall be separate from any other release time covered under this agreement. The mentor and the Director of Staff Development may jointly request approval from the Director of Human Resources for additional release time when appropriate.

F. Compensation

Each mentor shall be granted a supplemental contract at three percent (3%) of the BA base salary (step 1) per EYT.

39.05 Entry Year Teacher

- A. The EYT shall be provided release time not to exceed the equivalent of five (5) days per year for the purpose of observing classes, meetings with his/her mentor, recommended workshops, assessment preparation, etc. Said release time shall be separate from any other release time covered under this agreement. The mentor and the Director of Staff Development may jointly request approval from the Director of Human Resources for additional release time when appropriate.
- B. The EYT on a two year provisional license is not required to do an IPDP or to utilize the LPDC process during the time he/she is a part of the entry year program.
- C. Every effort will be made by the administration to assign an equitable workload/schedule to an EYT.

39.06 Praxis III

- A. The Board shall make all necessary provisions for participation in the "Praxis III" program.
- B. Under current standards, Praxis III comments and scores shall be divulged only to the EYT.
- C. In the event an EYT in the first year of a two-year provisional license is satisfactorily evaluated by the district but does not pass the Praxis III assessment, the teacher shall be required to participate in the entry year program a second time under the current standards.
- D. Any teacher who has been authorized by the Ohio Department of Education to conduct Praxis III evaluations of teachers in other school districts shall be provided the necessary released time without any diminution of employment benefits or compensation. Once there are ten Praxis III assessors in the District, individual teachers will be limited to performing no more than five Praxis III assessments per school year.

39.07 Protection

- A. With the approval of the Director of Human Resources, either the mentor or the EYT may exercise the option to have a new mentor assigned. In that the mentor and EYT must operate in a trusting and comfortable relationship, no reasons shall be given as to the exercise of this option and no prejudice or evaluation is to be given such change.
- B. The evaluation of the mentor as provided in Article XII shall not be affected in any aspect by the entry year program or its demands.

39.08 Program Review/Revisions

A. Committee

Mentor teachers and EYT shall meet as a group with the Entry Year Committee prior to the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the Association and the Superintendent not later than May 15.

B. Association/Board

Association and Board representatives shall meet to discuss the recommendations prior to the next school year.

C. Mentors

In addition to meeting for program evaluation purposes, mentor teachers shall meet on a periodic basis for coordination purposes.

ARTICLE XL - VIRTUAL INSTRUCTION

**Virtual Instruction**

Parma City School District Board of Education (Board)  
And  
Parma Education Association (PEA)

1. **Philosophy for Virtual Instruction:** The PEA and the Board agree that it is desirable to offer virtual instruction concepts within courses in order to provide an alternative method of teaching and learning within traditional classrooms. It is the intent of the Parma City School District's "Virtual Course Project" to address, at least in part, the retention and graduation of students within the District by effectively and efficiently employing technology in selected course offerings. Such courses are considered as enhanced course options available to the students, not a replacement of classroom-based courses or teachers.
2. **Joint Virtual Instruction Committee:** The PEA and the Board agree to establish a joint committee composed of up to five (5) members appointed by the Superintendent and up to five (5) members appointed by the PEA President unless mutually agreed otherwise. This Joint Virtual Instruction Committee (JVIC) shall be charged to submit its recommendations to the District's Curriculum Council regarding the following but not limited to:
  - a. Consideration of courses recommended for inclusion within a virtual instruction registration guide.
  - b. Assessment of the effectiveness and efficiency of courses taught via virtual instruction.
  - c. Assistance with student recruitment, retention and graduation strategies for courses taught via virtual instruction.
  - d. Course modifications and deletions.
  - e. Assistance with staff recruitment.
- 2.01. The JVIC will meet monthly (12) for half a day with at least four meetings being within the school day.
- 2.02. JVIC committee members will be compensated at 3% of the B.A. base per year.
3. **Development of Virtual Courses:** A teacher who wishes to develop a course taught via virtual instruction will send a request to the school principal. With approval of the JVIC and the school principal, a teacher volunteering to teach a course via virtual instruction shall be allowed 120 hours for course development for full year courses and 60 hours for course development for semester courses at the prevailing curriculum development rate. The teacher(s) will be required to participate in approved course development training appropriate to the courses to be taught in a virtual instruction format, unless the teacher has already received such training. The Board will provide approved training sessions or pay the cost of attending them. At least one approved training program will be available each year.
4. **Technology Support:** The Board will provide the teacher with the tools necessary for delivery, including hardware, software, high speed Internet/intranet connections, and peripherals. The Board

shall be responsible for maintenance of the technology and supplies required to implement approved virtual instruction concepts.

5. **Class Size:** The class size for courses taught via virtual instruction should not exceed twenty-five (25) students. If the enrollment exceeds thirty students the Board shall redistribute the students to other courses or provide another section.
6. **Teacher Rights and Responsibilities:** Effective January 22, 2007, the Board may seek volunteers to teach courses taught via virtual instruction. Effective August 1, 2007, the Board may assign newly hired teachers to courses scheduled to be taught via virtual instruction. All teachers employed prior to August 1, 2007, may not be required but may volunteer to teach courses taught via virtual instruction.
7. **Reduction in Force:** There will be no reduction in the number of teachers due to offering courses taught via virtual instruction. This provision does not supersede Article V of the BOE / PEA Agreement.
8. **Teacher Prepared Intellectual Materials:** The Board retains ownership of all material prepared for the virtual course prepared at Board expense. Regarding virtual instruction, the Board may transmit a teacher-created course and materials during the semester only in which the teacher has contracted to teach the course and only when a teacher is being compensated. When no Board compensation is received, a teacher may develop virtual instructional materials beyond the workday and retain copyrights to those materials.
9. **Flexible Workday:** The number of work day hours shall not exceed 7 ¼ hours. Each teacher shall keep his/her principal notified as required if reporting at other than the scheduled time. The teacher workday may include hours outside the normal teacher workdays (Monday-Friday). Teacher-selected face-to-face time will not be scheduled after 6 p.m. daily. The provisions of Article 7.04 (B), (C), (D) & (F) are applicable for teachers assigned to teach courses via virtual instruction. The virtual instruction teachers are responsible for being in compliance with Article VIII.

#### **Intent Statements**

- The intent of the virtual class program is not to reduce the number of teachers employed as a direct result of the program.
- The intent is to provide a hybrid model. The majority of instruction is provided virtually in addition to face-to-face time with the teacher in a classroom setting. Exceptions can only be made upon consensus of the JVIC.
- The intent of the compensation is to address the hours spent outside of the school day / school year.

#### ARTICLE XLI - STRUCTURED TEACHER ADJUSTED RETIREMENT (STAR)

##### 41.01 New Employment Application

If a teacher desires to participate in the STAR program, the teacher must submit an application to the Board by February 15th. The Board retains the right to exercise reasonable discretion to determine a teacher's eligibility to participate in the STAR program. A teacher may withdraw his/her written letter of intent to retire if the Board determines the teacher is not eligible to participate in the STAR program. The Board of Education shall guarantee participants up to three (3) years of employment. During the three (3) years, the Board may non-renew the teacher for cause. A teacher must commit to work the complete school year prior to participating in the STAR program unless mutually agreed by the parties.

##### 41.02 Health Insurance

The STAR teacher will be entitled to participate in insurance benefits in the same manner as other teachers.

41.03 Sick Leave

No sick leave carryover from previous employment shall be permitted. The teacher shall accrue sick leave in the same manner as a new teacher. No second severance will be paid.

41.04 Individual Employment Contract

Teachers employed in the STAR program will be granted a limited teaching contract. The STAR teacher will expressly waive continuing contract eligibility. At the discretion of the Board, the STAR program teacher may be subject to the teacher appraisal process/evaluation. The STAR teacher will retain her/his District seniority. The STAR teacher is not guaranteed any specific assignment, but will stay in the same job category. After the third year, contracts will automatically expire without further action of the Board. Any additional year(s) after the third must be mutually agreed upon by the parties.

41.05 Compensation

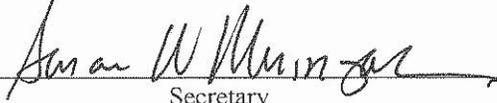
A teacher participating in the STAR Program will be placed at the fifth (5th) experience step, and current degree and blocks of credit on the teacher salary schedule. The STAR teacher shall be allowed to advance an experience step in the same manner as other teachers after the initial placement. Any supplemental contract(s) terminates at the end of the school year with acceptance in this program. The Star teacher may apply for the supplemental as would any new employee.

ARTICLE XLII - DURATION

42.01 Except as otherwise provided herein, the provisions of this Agreement are effective from July 31, 2010 - July 31, 2013 and shall be renewed automatically from year to year unless at least 60 calendar days before the expiration of this Agreement either party provides the other party with written notice of its intent to modify the provisions of this Agreement.

PARMA EDUCATION ASSOCIATION:

By:  \_\_\_\_\_  
President

By:  \_\_\_\_\_  
Secretary

PARMA BOARD OF EDUCATION:

By:  \_\_\_\_\_  
President

By:  \_\_\_\_\_  
Chief Financial Officer

WAIVER FORM

In accordance with your request to be assigned on a part -time basis for the school year, the Human Resources Office will make every effort to accommodate your request. We ask that you very carefully read and, if you agree with its provisions, sign and return the waiver form attached. To be considered for a part-time assignment, the waiver form must be received at the Human Resources Office by March 1, 20\_\_\_\_.

Once you have read and executed the form, the original will be retained in your personnel file, with a copy returned to you.

Should you have any questions about this matter, please call my office (885-8779 or 885-8780).

Sincerely,

Director of Human Resources

REQUEST FOR PART-TIME ASSIGNMENT  
AND WAIVER OF RIGHT TO CLAIM FULL-TIME ASSIGNMENT

My signature below indicates that I understand I am being extended a less than full-time teaching assignment for the \_\_\_\_\_ school year at my request, provided such a less than full-time assignment is available. I further understand that by accepting this less than full-time position, I waive any right I might have to exercise seniority to obtain a full-time position for the \_\_\_\_\_ (same) school year. Further, I understand that unless I advise the Human Resources Office to the contrary by March 1, 2\_\_\_\_ (succeeding school year), I will be assigned to a full-time assignment for the succeeding school year, subject to the provisions of Article V of the Agreement between the Parma Board of Education and the Parma Education Association.

I have read the foregoing, and understand and accept these terms.

Date: \_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

Original: Personnel File  
Copy: Teacher

**MEMORANDUM OF AGREEMENT – A**

**RE: 6th Assignments - Teaching**

When the administration determines that such sixth assignments are to be made, notice of an available assignment, including academic period (if known), course title and certification required will be posted to all teachers certified for the extra class in the building for a period of twenty-four (24) hours. Properly certificated faculty members interested in volunteering for the assignment will contact the Principal or Assistant Principal within twenty-four (24) hours of the initial posting.

The Administration shall determine, from among the applicants, who should receive the sixth assignment, taking into consideration the need to rotate such assignments among interested faculty members qualified as to certification and available during the period (per the building schedule) for such an assignment.

If no faculty member available during the period in question and appropriately certified for the vacancy, volunteers for the sixth assignment, then the administration may, if it elects, contact teachers within the affected area of certification in the building who have that assignment available as conference/planning time to ask if they would like to volunteer. If none of those individuals volunteer, then the sixth assignment shall be made among such teachers by lottery provided that the sixth assignment will not go via lottery to a first year teacher or to a teacher who has three or more different class preparations.

It is expressly understood and agreed that these posting and assignment procedures with respect to classroom assignments do not apply to career and technical education teachers.

Effective with the start to the 2011-2012 school year, special education related service teachers, psychologists, media specialists and guidance counselors shall not be eligible for any supervision or 6th assignments.

## MEMORANDUM OF UNDERSTANDING - B

### RE: Assignment of Secondary Supervisions

With respect to the assignment of such supervisory duties and the assignment of duties at the Middle and High Schools as set forth in Sections 7.03 and 7.04, the following procedures shall apply.

Effective with the start to the 2011-2012 school year, special education related service teachers, psychologists, media specialists and guidance counselors shall not be eligible for any supervision or 6th assignments.

1. For a teacher without five (5) teaching assignments for whom the Administration is trying to develop a full schedule, and who has that period unassigned on her/his schedule, the principal shall attempt to assign lunchroom to complete that teacher's "five assignments." Such a supervisory assignment cannot be made if, as a result, that teacher would have four consecutive assignments during the work day without the teacher's approval.
2. Annually at the high schools, Building Administration will ask teachers to submit, in writing, their preferences for duty assignments for the following year. Prior to scheduling for the succeeding school years the building administration shall identify in writing a generic list of the types of duty assignments the administration anticipates will be needed for the coming school year. Such duty assignments shall be made in an equitable manner, consistent with the principle that more difficult duties, like lunchroom supervision, should not be assigned to the same teachers (unless they volunteer) year after year. Effective with the 2001-02 school year, should the same teacher be involuntarily assigned to lunchroom supervision for three consecutive years or more, he/she shall be additionally compensated at .0008 of the BA base salary for the assignment beginning with the third and any subsequent consecutive year assignment. The administration shall ensure that the teacher receiving a duty assignment is in fact performing meaningful activity, e.g., supervising an area of the building which requires teacher oversight or is working on academic remediation activities with students who need such assistance, etc. At the beginning of each year a master list of the assigned supervisory assignments shall be posted in each school's faculty workroom. Examples of such duties include but are not limited to:

Study Hall	Senior Lounge	Remediation Assistance
Attendance table	Proficiency Review	Noon Recreation
In-School Suspension	Student Center	Computer Lab
Media Center Supervision	Hall duty	Faculty Manager
Lunchroom duties	Bus duty	

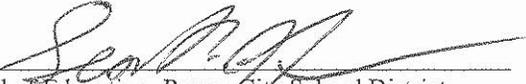
Special projects based upon building needs, shall be rotated among qualified teachers interested at the building in succeeding years.

3. The high school administration will meet with the head PEA building representative by September 10 each school year to discuss issues and concerns about the assigned duties. Every reasonable effort will be made to address concerns. In March each year, the Assistant Superintendent for Human Resources and the PEA President or his/her designee shall meet to discuss that year's duty assignments.
4. If a teacher believes that she or he has not been treated in an equitable manner with respect to duty assignments, i.e., that another teacher has been given preferred treatment, and if the teacher and building principal are not able to resolve the disagreement, the teacher may bring the matter to the attention of the Assistant Superintendent for Human Resources who will meet with the teacher and principal, along with PEA representation, and shall make a decision to bring the disagreement to final resolution.

5. When a teacher is absent from school, reasonable efforts will be made to provide a substitute for the teacher's duty assignment. Where a teacher has a 48 minute/one semester duty assignment, every reasonable effort shall be made to ensure that the teacher is not required to perform period substitution during that teacher's conference and planning period during that semester.

  
\_\_\_\_\_  
Parma Education Association

4-18-11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Board of Education, Parma City School District

2-8-12  
\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING - C

This Memorandum shall confirm our understandings on various items reached during negotiations.

- D-1 The Board has not engaged in discrimination against any member of the bargaining unit based on sexual orientation and confirms its commitment to avoid such activity in the future.
- D-2 The Board and administration commit to continue the current practice of accepting PEA appointment of teachers to District committees which address issues of student learning or which affect terms and conditions of teacher employment.
- D-3 The parties agree in connection with parent-teacher conferences, the administration will advise parents that conferences are available in the evenings. Parents further will be advised that conferences are available during the afternoons of the in-service/parent-teacher conference days at the end of the first and second marking periods and if such a time would be more convenient to the parent, the parent should contact the building office to schedule a conference during the afternoon. The office will contact the teacher about scheduling the parent/teacher conference. For parents who are better able to attend such conferences during that day, the teachers will schedule parent/teacher conferences during the in-service/parent-conference days at the end of the first and second marking periods. The notice to parents of the availability of such conferences will be standardized for each building and shown as Attachment A hereto.

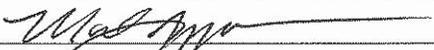
Attachment A

All parent conferences will be held during the afternoon and evening of (date). If that time is not convenient, parent-teacher conferences may be scheduled on (insert date) during the afternoon. Please call the building office (or complete and return the attached form to the building office) to schedule a conference.

- D-4 In the event of a questionable use of sick leave by an employee, the Assistant Superintendent for Human Resources may require the employee to supply a physician statement to support his/her use of sick leave or his/her use of sick leave in connection with family illness or injury. Further, the administration may require the employee, in the event of questionable use of sick leave, to be examined by a physician appointed by the Board of Education as provided in Ohio Revised Code.
- D-5 The Association and administration agree that as part of their professional responsibilities, teachers are expected to continue to work with individual students from their classes to provide remedial help or other forms of academic assistance. Teachers will continue to identify students in their classes who require or would benefit from such individual attention and work with such students. Teachers will continue to work with their students who are experiencing academic or school adjustment difficulties. If specifically requested by the administration, the teacher shall confirm in writing that she/he has met with the affected student or parent. It is expressly understood and agreed that the administration is not entitled under this memorandum provision, to hand the teacher her/his full class roster and expect the teacher, as a result of such blanket referral, to provide individualized assistance to each such student.

During the 2004 contract negotiations, the Association and Board bargaining team discussed the Middle School academic assistance period.

Students at risk of failure/high rate of noncompletion as determined by the student's teacher will be required to attend academic assistance. Teachers will track attendance at their individual academic assistance periods and report to building administration who will enforce student compliance.

  
Parma Education Association

4-18-11  
Date

  
Board of Education, Parma City School District

2-8-12  
Date

APPENDIX A

Effective 2010-11

PARMA CITY SCHOOL DISTRICT  
Parma, Ohio 44129

CERTIFICATED SALARY SCHEDULE  
2007-2008 School Year  
Effective 93rd Workday of 2007-2008 School Year

Base  
\$34,389

Step	Class II B.A. Degree	Class IV M.A. Degree	Class V Ph.D. Degree
1	1.000 \$34,389	1.100 \$37,828	\$43,880
2	1.061 \$36,487	1.171 \$40,270	\$46,713
3	1.122 \$38,584	1.242 \$42,711	\$49,545
4	1.183 \$40,682	1.313 \$45,153	\$52,377
5	1.254 \$43,124	1.404 \$48,282	\$56,007
6	1.305 \$44,878	1.465 \$50,380	\$58,441
7	1.356 \$46,631	1.526 \$52,478	\$60,874
8	1.407 \$48,385	1.587 \$54,575	\$63,307
9	1.458 \$50,139	1.648 \$56,673	\$65,741
10	1.509 \$51,893	1.709 \$58,771	\$68,174
11	1.560 \$53,647	1.770 \$60,869	\$70,607
12	1.611 \$55,401	1.831 \$62,966	\$73,041
13	1.662 \$57,155	1.892 \$65,064	\$75,474
14	1.733 \$59,596	2.033 \$69,913	\$81,099

APPENDIX B

Effective 2011-12  
 SINGLE SALARY SCHEDULE  
 BA Base

PARMA CITY SCHOOL DISTRICT  
 Parma, Ohio 44129

CERTIFICATED SALARY SCHEDULE  
 2011-2012 School Year

Base  
 \$35,249

Step	Class II B.A. Degree		Class IV M.A. Degree		Class V Ph.D. Degree
1	1.000	\$35,249	1.100	\$38,774	\$44,978
2	1.061	\$37,399	1.171	\$41,277	\$47,881
3	1.122	\$39,549	1.242	\$43,779	\$50,784
4	1.183	\$41,700	1.313	\$46,282	\$53,687
5	1.254	\$44,202	1.404	\$49,490	\$57,408
6	1.305	\$46,000	1.465	\$51,640	\$59,902
7	1.356	\$47,798	1.526	\$53,790	\$62,396
8	1.407	\$49,595	1.587	\$55,940	\$64,891
9	1.458	\$51,393	1.648	\$58,090	\$67,385
10	1.509	\$53,191	1.709	\$60,241	\$69,879
11	1.560	\$54,988	1.770	\$62,391	\$72,373
12	1.611	\$56,786	1.831	\$64,541	\$74,867
13	1.662	\$58,584	1.892	\$66,691	\$77,362
14	1.733	\$61,087	2.033	\$71,661	\$83,127

APPENDIX C

Effective 2011-12  
SUPPLEMENTAL SALARY SCHEDULE

SUPPLEMENTAL SALARY SCHEDULE - 2011-12 -- BASE: \$35,249

			1.00	1.04	1.08	1.12	1.16	1.20	1.24
	% of	***Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
POSITION	Base								
<b>HIGH SCHOOL</b>									
M01	FACULTY MGR.	20%	7,050	7,332	7,614	7,896	8,178	8,460	8,742
M02	ASST FACULTY MGR.	16%	5,640	5,865	6,091	6,317	6,542	6,768	6,993
FOOTBALL:									
A01	Var. Head	19%	6,697	6,965	7,233	7,501	7,769	8,037	8,305
A02	Var. Asst.	* .80	5,358	5,572	5,786	6,001	6,215	6,429	6,644
A03	J.V. Head	* .80	5,358	5,572	5,786	6,001	6,215	6,429	6,644
A04	J.V. Asst.	** .70	4,688	4,876	5,063	5,251	5,438	5,626	5,813
A05	Fresh. Head	* .80	5,358	5,572	5,786	6,001	6,215	6,429	6,644
A06	Fresh. Asst.	** .70	4,688	4,876	5,063	5,251	5,438	5,626	5,813
CROSS COUNTRY									
A43	Boys	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
A93	Girls	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
A51	GOLF	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
CHEERLEADER:									
D11	Head, Fall	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
D12	Asst., Fall	* .80	1,974	2,053	2,132	2,211	2,290	2,369	2,448
D13	Head, Winter	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
D14	Asst., Winter	* .80	1,974	2,053	2,132	2,211	2,290	2,369	2,448
BASKETBALL: Boys									
A21	Varsity	17%	5,992	6,232	6,472	6,711	6,951	7,191	7,430
A22	J.V.	* .80	4,794	4,986	5,177	5,369	5,561	5,753	5,944
A23	Freshman	* .80	4,794	4,986	5,177	5,369	5,561	5,753	5,944
VOLLEYBALL:									
A81	Varsity	10%	3,525	3,666	3,807	3,948	4,089	4,230	4,371
A82	J.V. Asst.	* .80	2,820	2,933	3,046	3,158	3,271	3,384	3,497
A94	Freshman	* .80	2,820	2,933	3,046	3,158	3,271	3,384	3,497
BASKETBALL: Girls									
A84	Varsity	17%	5,992	6,232	6,472	6,711	6,951	7,191	7,430
A85	J.V. Asst.	* .80	4,794	4,986	5,177	5,369	5,561	5,753	5,944
A92	Freshman	* .80	4,794	4,986	5,177	5,369	5,561	5,753	5,944
SOFTBALL:									
A86	Varsity	10%	3,525	3,666	3,807	3,948	4,089	4,230	4,371
A87	J.V., Asst.	* .80	2,820	2,933	3,046	3,158	3,271	3,384	3,497
WRESTLING									
A71	Varsity	17%	5,992	6,232	6,472	6,711	6,951	7,191	7,430
A72	J.V.	* .80	4,794	4,986	5,177	5,369	5,561	5,753	5,944
A75	Freshman	* .80	4,794	4,986	5,177	5,369	5,561	5,753	5,944
BASEBALL:									
A31	Varsity	10%	3,525	3,666	3,807	3,948	4,089	4,230	4,371

A32	J.V.	* .80	2,820	2,933	3,046	3,158	3,271	3,384	3,497
	TRACK, BOYS:								
A41	Varsity	10%	3,525	3,666	3,807	3,948	4,089	4,230	4,371
A42	Asst.	* .80	2,820	2,933	3,046	3,158	3,271	3,384	3,497
	TRACK, GIRLS:								
A47	Varsity	10%	3,525	3,666	3,807	3,948	4,089	4,230	4,371
A48	Asst.	* .80	2,820	2,933	3,046	3,158	3,271	3,384	3,497
A61	TENNIS, BOYS	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
A63	TENNIS, GIRLS	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
A62	HOCKEY	8%	2,820	2,933	3,046	3,158	3,271	3,384	3,497
	SWIMMING								
A64	Boys-Winter	8%	2,820	2,933	3,046	3,158	3,271	3,384	3,497
A65	Girls-Winter	8%	2,820	2,933	3,046	3,158	3,271	3,384	3,497
A67	DIVING COACH	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
A66	POOL MGR. H.S.	4%	1,410	1,466	1,523	1,579	1,636	1,692	1,748
	SOCCER, BOYS								
A97	Varsity	10%	3,525	3,666	3,807	3,948	4,089	4,230	4,371
A95	J.V.	* .80	2,820	2,933	3,046	3,158	3,271	3,384	3,497
	SOCCER, GIRLS								
A98	Varsity	10%	3,525	3,666	3,807	3,948	4,089	4,230	4,371
A99	J.V.	* .80	2,820	2,933	3,046	3,158	3,271	3,384	3,497
A100	POLE VAULT COACH	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
	<b>Cluster Dept. Head</b>								
C15	Art	10%	3,525	3,666	3,807	3,948	4,089	4,230	4,371
C16	Music	10%	3,525	3,666	3,807	3,948	4,089	4,230	4,371
C17	PE	10%	3,525	3,666	3,807	3,948	4,089	4,230	4,371
C18	Home Ec	10%	3,525	3,666	3,807	3,948	4,089	4,230	4,371
C31	Comp. Science	10%	3,525	3,666	3,807	3,948	4,089	4,230	4,371
C01	Special Ed.	12%	4,230	4,399	4,568	4,737	4,907	5,076	5,245
C32	Guidance	12%	4,230	4,399	4,568	4,737	4,907	5,076	5,245
C19	Career/Tech. Ed.	15%	5,287	5,499	5,710	5,922	6,133	6,345	6,556
C33	Foreign Language	10%	3,525	3,666	3,807	3,948	4,089	4,230	4,371
	<b>OTHER</b>								
C13	Media Spec.	12%	4,230	4,399	4,568	4,737	4,907	5,076	5,245
	<b>Dept. Head</b>								
C08	Mathematics	11%	3,877	4,032	4,188	4,343	4,498	4,653	4,808
C11	Science	11%	3,877	4,032	4,188	4,343	4,498	4,653	4,808
C12	Social Studies	11%	3,877	4,032	4,188	4,343	4,498	4,653	4,808
C04	English	11%	3,877	4,032	4,188	4,343	4,498	4,653	4,808
C02	Art	9%	3,172	3,299	3,426	3,553	3,680	3,807	3,934
C05	Foreign Lang.	9%	3,172	3,299	3,426	3,553	3,680	3,807	3,934
C14	Special Ed	11%	3,877	4,032	4,188	4,343	4,498	4,653	4,808
C09	Music	9%	3,172	3,299	3,426	3,553	3,680	3,807	3,934
C03	Business Ed	12%	4,230	4,399	4,568	4,737	4,907	5,076	5,245
C10	Phys. Ed.	9%	3,172	3,299	3,426	3,553	3,680	3,807	3,934
C06	Home Ec	9%	3,172	3,299	3,426	3,553	3,680	3,807	3,934
C07	Industrial Arts	12%	4,230	4,399	4,568	4,737	4,907	5,076	5,245
	<b>NON-ATHLETIC</b>								
D21	INTRAMURAL DIR.	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060

D41	Band Director-Head	12%	4,230	4,399	4,568	4,737	4,907	5,076	5,245
D42	" - Asst.	* .80	3,384	3,519	3,655	3,790	3,925	4,061	4,196
D43	Flag Corp	* .80	3,384	3,519	3,655	3,790	3,925	4,061	4,196
D47	Jazz Band Dir.	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
D51	Choral Dir.	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
D55	Pop Ensemble	9%	3,172	3,299	3,426	3,553	3,680	3,807	3,934
D61	Orch. Dir.	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
D71	Dramatics	9%	3,172	3,299	3,426	3,553	3,680	3,807	3,934
D81	Debate	9%	3,172	3,299	3,426	3,553	3,680	3,807	3,934
E13	Newspaper	9%	3,172	3,299	3,426	3,553	3,680	3,807	3,934
E17	Yearbook	14%	4,935	5,132	5,330	5,527	5,724	5,922	6,119
E20	Sr. Class Adv.	9%	3,172	3,299	3,426	3,553	3,680	3,807	3,934
E21	Nat'l Honor Soc.	5%	1,762	1,833	1,903	1,974	2,044	2,115	2,185
E30	Academic Team Adv.	5%	1,762	1,833	1,903	1,974	2,044	2,115	2,185
D31	Stage Director	11%	3,877	4,032	4,188	4,343	4,498	4,653	4,808
E33	Student Council Advisor	14%	4,935	5,132	5,330	5,527	5,724	5,922	6,119
E43	Building Webmaster	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
E44	Art Club/Nat'l. Art Honor Society	5%	1,762	1,833	1,903	1,974	2,044	2,115	2,185
E45	Key Club (HS)	5%	1,762	1,833	1,903	1,974	2,044	2,115	2,185
E46	Business Profs. Of America	3%	1,057	1,100	1,142	1,184	1,227	1,269	1,311
<b>MIDDLE SCHOOL</b>									
<b>ATHLETICS</b>									
M03	Faculty Manager	25%	8,812	9,165	9,517	9,870	10,222	10,575	10,927
A07	Football-Head - 8th grade	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
A08	" - Asst. - 8th grade	* .80	1,974	2,053	2,132	2,211	2,290	2,369	2,448
A07B	Football-Head - 7th grade	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
A08B	" - Asst. - 7th grade	* .80	1,974	2,053	2,132	2,211	2,290	2,369	2,448
A46	Cross Country	5%	1,762	1,833	1,903	1,974	2,044	2,115	2,185
D15	Cheerleader Adv.	5%	1,762	1,833	1,903	1,974	2,044	2,115	2,185
A24	Basketball-Head - 8th grade	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
A24B	Basketball-Head - 7th grade	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
A83	Volleyball-Head - 8th grade	6%	2,115	2,200	2,284	2,369	2,453	2,538	2,623
A83B	Volleyball-Head - 7th grade	6%	2,115	2,200	2,284	2,369	2,453	2,538	2,623
A90	Basketball-Girls Head - 8th grade	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
A90B	Basketball-Girls Head - 7th grade	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
A73	Wrestling-Head - 8th grade	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
A73B	Wrestling-Head - 7th grade	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
A44	Track-Boys Head - 8th grade	6%	2,115	2,200	2,284	2,369	2,453	2,538	2,623
A44B	Track-Boys Head - 7th grade	6%	2,115	2,200	2,284	2,369	2,453	2,538	2,623
A49	Track-Girls Head - 8th grade	6%	2,115	2,200	2,284	2,369	2,453	2,538	2,623
A49B	Track-Girls Head - 7th grade	6%	2,115	2,200	2,284	2,369	2,453	2,538	2,623
D22	Intramural Director	6%	2,115	2,200	2,284	2,369	2,453	2,538	2,623
<b>NON-ATHLETIC</b>									
D52	CHOIR DIRECTOR	4%	1,410	1,466	1,523	1,579	1,636	1,692	1,748
D54	POP ENSEMBLE	4%	1,410	1,466	1,523	1,579	1,636	1,692	1,748
D72	DRAMATICS	4%	1,410	1,466	1,523	1,579	1,636	1,692	1,748
D44	BAND DIRECTOR	5%	1,762	1,833	1,903	1,974	2,044	2,115	2,185

D62	ORCHESTRA	4%	1,410	1,466	1,523	1,579	1,636	1,692	1,748
D45	JAZZ BAND	4%	1,410	1,466	1,523	1,579	1,636	1,692	1,748
E12	STUDENT COUNCIL	4%	1,410	1,466	1,523	1,579	1,636	1,692	1,748
E14	NEWSPAPER ADV.	3%	1,057	1,100	1,142	1,184	1,227	1,269	1,311
E11	YEARBOOK	2%	705	733	761	790	818	846	874
E16	AUDIO VISUAL	5%	1,762	1,833	1,903	1,974	2,044	2,115	2,185
E28	Middle School House Leader	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
E32	Unified Arts	5%	1,762	1,833	1,903	1,974	2,044	2,115	2,185
E47	Building Computer Webmaster	5%	1,762	1,833	1,903	1,974	2,044	2,115	2,185
E48	Art Club	3%	1,057	1,100	1,142	1,184	1,227	1,269	1,311
E49	Power of the Pen 7th Grade	2%	705	733	761	790	818	846	874
E50	Power of the Pen 8th Grade	2%	705	733	761	790	818	846	874
	<b>DEPARTMENT HEAD:</b>								
C14	Special Ed.	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
C26	Mathematics	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
C29	Science	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
C21	English	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
C30	Soc. Studies	7%	2,467	2,566	2,665	2,764	2,862	2,961	3,060
C24	Home Ec.	5%	1,762	1,833	1,903	1,974	2,044	2,115	2,185
C28	Phys. Ed.	5%	1,762	1,833	1,903	1,974	2,044	2,115	2,185
C20	Art	5%	1,762	1,833	1,903	1,974	2,044	2,115	2,185
C22	Foreign Language	5%	1,762	1,833	1,903	1,974	2,044	2,115	2,185
C25	Industrial Arts	6%	2,115	2,200	2,284	2,369	2,453	2,538	2,623
C27	Music	6%	2,115	2,200	2,284	2,369	2,453	2,538	2,623
D90	Washington DC Coord.	6%	2,115	2,200	2,284	2,369	2,453	2,538	2,623
	<b>ELEMENTARY</b>								
D53	Choir	5%	1,762	1,833	1,903	1,974	2,044	2,115	2,185
D63	Orchestra	3%	1,057	1,100	1,142	1,184	1,227	1,269	1,311
D64	Band	3%	1,057	1,100	1,142	1,184	1,227	1,269	1,311
E15	Student Council	5%	1,762	1,833	1,903	1,974	2,044	2,115	2,185
E22	Safety Patrol	6%	2,115	2,200	2,284	2,369	2,453	2,538	2,623
E23	Bus Duty	5%	1,762	1,833	1,903	1,974	2,044	2,115	2,185
E35	Science Facilitator K-3	3%	1,057	1,100	1,142	1,184	1,227	1,269	1,311
E36	Science Facilitator 4-6	3%	1,057	1,100	1,142	1,184	1,227	1,269	1,311
E51	Building Computer Webmaster	3%	1,057	1,100	1,142	1,184	1,227	1,269	1,311
	<b>SYSTEM-WIDE</b>								
E37	LPDC Core Committee	3%	1,057	1,100	1,142	1,184	1,227	1,269	1,311
E38	IPDP Committee	3%	1,057	1,100	1,142	1,184	1,227	1,269	1,311
E39	Mentor Teacher	3%	1,057	1,100	1,142	1,184	1,227	1,269	1,311
E40	Elementary Art Facilitator	8%	2,820	2,933	3,046	3,158	3,271	3,384	3,497
E41	Elementary P.E. Facilitator	8%	2,820	2,933	3,046	3,158	3,271	3,384	3,497
E42	ESL Facilitator	9%	3,172	3,299	3,426	3,553	3,680	3,807	3,934
E52	Virtual Instruction Committee	3%	1,057	1,100	1,142	1,184	1,227	1,269	1,311