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AGREEMENT
BETWEEN THE
OLMSTED FALLS EDUCATION ASSOCIATION
AND THE
OLMSTED FALLS BOARD OF EDUCATION
CUYAHOGA COUNTY

EFFECTIVE
June 30, 2011 THROUGH JUNE 30, 2014

126

**OLMSTED FALLS EDUCATION ASSOCIATION
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PREAMBLE

This Agreement is entered into between the Olmsted Falls Board of Education, hereinafter referred to as the "Board," and the Olmsted Falls Education Association, an affiliate of the Northeast Ohio Education Association, the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association."

ARTICLE I - RECOGNITION

- A. The Board recognizes the Olmsted Falls Education Association ("Association") as the sole and exclusive representative of the bargaining unit defined below and agrees to negotiate exclusively with the Association through those who are officially designated by the Association as its negotiating team with respect to all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of the collective bargaining agreement.
- B. The bargaining unit is defined as all professional certificated/licensed teaching employees of the Board, certificated/licensed employees on authorized leaves of absence and all tutors as defined in Section C of this Article and Article XXVI employed by the Board, but excluding psychologists, persons employed only on supplemental contracts, teacher aides, central office personnel, Athletic Director and those employees excluded under Chapter 4117 of the Ohio Revised Code. Except as otherwise provided under Article XXVI, members of the bargaining unit shall be referred to in this Agreement as teachers.
- C. For the purpose of this Agreement, persons employed as certificated/licensed tutors are part of the bargaining unit. All articles of this Agreement, except Article XXVI, shall apply to all other members of the bargaining unit.
- D. A teacher hired as a Long Term Substitute shall become a member of the bargaining unit after sixty (60) days of employment in the same assignment. An approved leave does not interrupt consecutive days of employment.
 - 1. The provisions of Articles IX, X, XI, XVIII, XX, XXIV, XXVI, and XXX shall not apply to Long Term Substitutes.
 - 2. Neither the provisions of ORC 3319.111 nor the provisions of ORC 3319.11 shall apply to Long Term Substitutes.
 - 3. A Long Term Substitute teacher's employment shall expire at the end of the Long Term Substitute assignment without action by the Board or further notice to the Long Term Substitute.
 - 4. A Long Term Substitute teacher will be paid at BA-0 upon the 61st day of employment.

- E. Regularly Contracted Building Substitute teachers, as described in Article XXXIV (Regularly Contracted Building Substitute Teachers) will be included in the bargaining unit beginning with their first day of employment.
- F. The Association recognizes the Board as the duly-elected representative of the people and agrees to negotiate exclusively with the Board through those that are officially designated by the Board to act in its behalf.

ARTICLE II - NEGOTIATION PROCEDURE

A. Negotiations

The Board and Association hereby agree to establish, under mutually agreeable terms, a schedule of meetings wherein representatives of the parties will negotiate in good faith in an effort to reach agreement on a successor collective bargaining agreement. Upon written request of either party to begin negotiations, the other party will have five (5) work days to reply to the request in writing. Within five (5) work days of receipt of the reply, the parties will establish a mutually agreeable time and date to begin negotiations. Such written request to begin negotiations shall be made no earlier than ninety (90) nor later than seventy-five (75) days prior to the expiration of this Agreement unless the parties mutually agree otherwise.

1. Traditional Negotiations

a. Negotiating Teams

The Board and the Association negotiating teams shall be composed of no more than five (5) members each. In addition, either or both teams may each have in attendance up to two (2) consultants. The party who desires to have a consultant or consultants in attendance shall advise the spokesperson for the other team of such intent, including the identity of the consultant(s), at least twenty-four hours in advance of the meeting.

b. Submission of Issues

At the first scheduled negotiations meeting, the parties shall exchange complete and detailed written proposals on all items they wish to negotiate.

c. Procedures

- 1) Negotiations meetings shall be in executive session.
- 2) All formal proposals and counterproposals shall be in writing, dated and labeled.

- 3) During the course of negotiations, items agreed to shall be reduced to writing and initialed by the designated representative of each negotiation team and set aside, and considered tentative, subject to final agreement.
- 4) Negotiation meetings shall not extend beyond two (2) hours in duration unless extended by mutual agreement.
- 5) Upon request of either negotiating team, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy. Caucuses shall not be longer than thirty (30) minutes unless extended by mutual agreement.
- 6) Upon request in writing from the spokesperson of the Association negotiating team, the Treasurer and/or Superintendent shall make available all pertinent public records, the release of which is not prohibited by state or federal law, and the salary grid of all bargaining unit members in the bargaining unit. With the exception of the salary grid, access to records in such form as they exist constitutes compliance with this provision, and the Superintendent and/or Treasurer are not required to generate new data or compile existing data in new forms. The Association, upon request in writing by the spokesperson of the Board negotiating team, shall make available documentation which is relevant to any proposal which the Association advances in negotiations.
- 7) Until all negotiations are completed, each meeting should include a decision on an agreed time and place for the next meeting.
- 8) Progress reports may be made to the represented bodies by either negotiating team at the discretion of the team.
- 9) Until impasse is declared by either party, neither party shall issue any news release to the news media. Once impasse is declared, either party may issue news releases to the media. The fact that such releases are issued and the content thereof shall not form the basis of an unfair labor practice charge by the other party.

- 10) Negotiations shall be in "good faith." "Good faith" involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. "Good faith" requires that the two negotiating teams be willing to react to each other's proposals. If a proposal is unacceptable to one of the negotiating teams, that negotiating team is obligated to give reasons and offer counterproposals. "Good faith" requires both negotiating teams to recognize negotiations as a shared process. Neither negotiating team is sent to the bargaining table with a "take it or leave it" ultimatum. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

2. Alternative Style

On or before ninety (90) days of the year of the contract expiration, representatives of the Board of Education and the OFEA shall determine whether an alternate style of bargaining will be employed. If an alternate style is selected, the parties shall determine the need for training and establish the ground rules for such alternate bargaining style.

B. Agreement

1. When an agreement is reached on all items, the Agreement shall be reduced to writing and reviewed by the designated representative of each team to determine the accuracy of the transcripts.
2. Upon reaching final agreement on all issues, the tentative agreement shall be submitted to the Association for approval and the Association negotiations team shall recommend and urge approval. Upon ratification by the Association, the tentative agreement shall be submitted to the Board of Education for approval, and the Board negotiations team shall urge and recommend approval.
3. Upon ratification by both parties, the completed document will be signed by members of both bargaining teams, the President and Secretary of the Association, and the President and Treasurer of the Board. The entire agreement will then be printed by the Board and distributed to every bargaining unit member. The Association will receive a minimum of twenty-five (25) copies of the printed agreement.

C. Mediation

1. At any time, not earlier than forty-five (45) calendar days prior to the expiration date of this Agreement, either party may declare an impasse on all issues on which tentative agreement has not been reached by the parties.
2. Upon declaring impasse, either party may submit a request to the Federal Mediation and Conciliation Service to appoint a mediator. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The mediation period shall not exceed thirty (30) calendar days from the date of declaration of impasse unless extended by agreement of both parties.
3. The parties agree that the mediation procedure contained in this provision is the sole and exclusive dispute settlement procedure desired by the parties and no other dispute settlement procedure as set forth in Ohio Revised Code Chapter 4117 shall apply.

ARTICLE III - CONTRARY TO LAW

Any provision(s) of the Agreement found contrary to applicable state or federal law shall be void, but the remainder of the Agreement shall continue in full force and effect. Furthermore, all items in this Agreement which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10(A) shall not be affected by this section.

ARTICLE IV - RIGHTS AND RESPONSIBILITIES

No reprisal of any kind shall be taken by or against any participant in negotiations by reason of such participation. The parties agree to use the methods herein provided for the resolution of issues and not to interrupt or interfere with the normal operation of the schools for the duration of this Agreement.

ARTICLE V - GRIEVANCE PROCEDURE

The objective of this grievance procedure is to secure, at the lowest possible administrative level, in the shortest period of time, equitable solutions to grievances. Proceedings shall be kept as informal as possible and confidential.

A. Definitions

1. A "grievance" means a complaint that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement except item A 4 of Article XXV, G 4 of Article XXVIII, and J. of Article XXXII of this Agreement.

2. The term "aggrieved" shall include a bargaining unit member, all bargaining unit members or any group of bargaining unit members, or the Association.
3. During the period beginning with the first day of student instruction and ending with the last day of student instruction in any school year, "days" means weekdays on which school is in session. Beginning with the first day next succeeding the last day of student instruction in any school year and ending with the day preceding the first day of student instruction of the following school year, "days" means weekdays exclusive of Independence Day, and if applicable, Labor Day.

B. Right to Assistance and Counsel

The aggrieved shall have the right to be accompanied by a representative of his/her choice at all stages of the grievance procedure.

C. Informal Procedure

The aggrieved shall initially discuss the grievance with his/her principal with the objective of resolving the matter informally. In the event that the principal does not have the authority to grant the relief requested, he/she shall involve in the process at this stage the appropriate administrator with the authority to make a decision resolving the grievance. The informal step shall be recorded on the Informal Step form provided. (See Appendix E.) Informal procedures must be initiated within twenty (20) days after the occurrence of the alleged grievance. Informal discussions with the appropriate administrator shall take place within five (5) days of the initiation of this stage.

D. Formal Procedure

1. Level One

If the aggrieved is not satisfied with the outcome of the informal procedure, he/she may present a formal grievance in writing (using Appendix F of this Agreement or its equivalent) to his/her principal within five (5) days after the informal discussion. The principal shall, within five (5) days after the receipt of the written grievance, render his/her decision and his/her reasons therefor in writing (using Appendix G of this Agreement or its equivalent). If the aggrieved is not satisfied with the response of the principal, or if no response is received within five (5) days after the submission of the grievance, the grievant may appeal in writing to the next level within ten (10) days of the date of the initial presentation to the principal by the bargaining unit member of the written grievance.

2. Level Two

The Superintendent or his designee shall, within five (5) days after receipt of the written appeal, meet with the aggrieved and his/her representative for the purpose of resolving the grievance. The Superintendent or his designee shall, within ten (10) days after the meeting, render his decision and the reasons therefore in writing (using Appendix G of this Agreement or its equivalent).

3. Level Three

If the aggrieved is not satisfied with the Superintendent's or his designee's disposition of the grievance, or if the Superintendent or his designee fails to submit a written disposition within ten (10) days of the Level Two meeting, the aggrieved may request the Association to file a written request for binding arbitration with the Superintendent within twenty (20) days of the Level Two meeting. The Association only shall have the right to appeal any grievance to binding arbitration.

4. Within five (5) days of the Superintendent's receipt of such document, the parties shall send a joint letter to either the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) requesting a list of seven (7) names from its list of arbitrators.

5. The arbitrator will be selected by each party alternately striking names until only one (1) remains. The Association shall strike first.

6. Once the FMCS or AAA has been informed of the selection, the parties agree to abide by the rules and time limits established by the FMCS or AAA.

7. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this agreement, or Board policy, or applicable state or federal law. The arbitrator shall confine himself/herself to the issue(s) submitted for binding arbitration. The decision of the arbitrator shall be final and binding upon the Board, the Association and the grievant.

8. Each party shall bear its own costs of representation and witnesses at the arbitration hearing, including the cost of any stenographic transcript ordered by that party. The costs of the AAA and arbitrator shall be borne as follows: (1) if the grievance is denied, the Association or the aggrieved shall pay all such costs; (2) if the grievance is sustained, the Board shall pay all such costs; and (3) if the grievance is sustained in part and denied in part, the parties shall bear such costs equally.

E. General Provisions

1. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
2. All bargaining unit members identically affected by an alleged violation of a specific, expressed term of this Agreement may join in a group grievance. Such a grievance shall be processed pursuant to the procedures of this article, except that it may be filed with the Superintendent rather than the principal, and in such event Level One shall be omitted.
3. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in procedures described in this Article. If retained, they shall be filed separately from the personnel files and shall be treated as confidential material.
4. A copy of each written grievance and written appeal filed by a bargaining unit member, and each written disposition submitted by an administrator or the Board, shall promptly be sent by the appropriate administrator or by the Treasurer, in the case of Board action, to the Association President.
5. In the event the bargaining unit member(s) choose(s) to have a grievance processed through Level Two without the participation of the Association, such bargaining unit member(s) shall be liable for any expense incurred in such proceeding.
6. In the event the Association at any level of the grievance procedure determines that a grievance is without merit or that an equitable answer has been given to aggrieved, it may withdraw its support; however, the aggrieved may continue the procedure only through Level Two and shall be liable for any expenses incurred in such proceeding.
7. *The grievant shall exhaust all steps of the grievance procedure before seeking redress before a court of law. The failure to follow the time lines and steps of the grievance procedure will result in a dismissal of the grievance, with prejudice.*
8. The aggrieved shall not be denied the right to legal advice or counsel in any of the levels listed above.

9. The President of the Association or his/her designee shall be invited to every meeting regarding the grievance or its resolution after the informal step of the grievance procedure. Any such meetings shall be scheduled outside the grievant(s) and representative's workday. The President shall be provided a written copy of any documents provided the grievant or any interested parties (administrators and bargaining unit members affected by the outcome of the grievance) in relation to the grievance.
10. If a teacher affected by a "grievance" does not wish to pursue the matter through the grievance procedure, the Association's acquiescence will not be deemed a waiver of future grievances or acceptance of a past practice.

ARTICLE VI - ASSOCIATION RIGHTS

- A. The Association may use the school buildings for meetings outside of the teacher work day at times when a custodian is normally on duty, providing that prior written notice is given to the building principal and that Association meetings do not interfere with instructional programs or extracurricular activities.
- B. Space on one bulletin board in each building will be designated for the Association's use.
- C. The Association may use bargaining unit member mailboxes, interoffice mail service, and email for communication to bargaining unit members. Any use of email will be in accordance with the LEECA and Board's Acceptable Use Policy.
- D. The Association may make reasonable use, during normal school hours and when not otherwise in use, of school telephones, school duplicating machines, and school computers for the conduct of Association business, provided that the Association promptly pays for all long distance calls, duplicating costs and materials, and further provided that such use does not interfere with curricular or extracurricular school activities.
- E. The Association shall be given advance notice of regular and special meetings of the Board. The OFEA will be provided with copies of minutes of official meetings of the Board following approval by the Board. A copy of the official agenda and agenda attachments will be made available to the OFEA President when released to the Board.
- F. The Board shall grant bargaining unit members up to ten (10) paid Association Leave days each school year to attend to Association business as approved by the OFEA President/designee. An additional three (3) days shall be granted as needed for any OFEA member who serves in an elected capacity for the state or national organizations, for a total number of Association Leave days not to exceed thirteen (13). The substitute costs of any days in excess of ten (10) shall be paid by the Association. No more than five (5) bargaining unit members shall

be approved for such leave on any day, with three (3) or fewer released from any one building, inclusive of a member who serves in an elected capacity for the state or national organizations. Additionally, the total number of Association Leave days available to an individual member in any given school year is five (5). Upon request, the Superintendent may give special consideration should the Association require additional days or individuals.

- G. A representative of the Association or its respective affiliates shall be permitted to transact official Association business on school property so long as such business does not interfere with normal school day operations or the performance of instructional or other assigned duties by any bargaining unit member. The representative must comply with the normal sign-in procedure upon her/his arrival at a school facility. Conferences with individual bargaining unit members by the Association representative shall only be conducted during the bargaining unit member's duty-free lunch period, conference time, or before or after the student day.
- H. The Association shall be afforded an opportunity to welcome new bargaining unit members during the orientation days prior to the opening of school. This opportunity includes participation in a general meeting, if scheduled, or in meetings in the individual schools. Welcoming comments shall be limited to five (5) minutes.
- I. The Association and each bargaining unit member shall be provided the school directory, which shall include the name, address, home phone number, LEECA email address(es) (or other email addresses provided by the teacher), and school voice mail address. Additionally, the Board will provide a copy of the Master Agreement to each new bargaining unit member.
- J. The Board and the OFEA shall create a labor/management committee. The committee shall not deal with grievances or negotiation issues. The labor representatives of the committee shall be appointed by the President of the OFEA and the Board representatives to the committee shall be appointed by the Superintendent. Meetings will be held on a regularly scheduled basis.
- K. The Association shall be allocated thirty (30) minutes of the Opening Day Meeting for the purposes of holding a General Membership Meeting. Additionally, on days when there are staff meetings at the building level, the Association shall be provided time adjacent to the beginning or end of the staff meeting in order to conduct Association business.

- L. The Association President and his/her building principal shall meet to carve out time within the teacher workday that is mutually agreeable and that will provide the President with a period of released time that is cost neutral and comparable in length to one high school period per day. Although it is preferable to do so, the time does not have to be scheduled in one contiguous block or occur on a daily basis. (See Consensus Statement for additional clarification.)
- M. In order to improve communication and to solve problems, the President and the Superintendent shall meet weekly at a time mutually agreed. Additionally, the building principal will meet with the Association President when requested on an as needed basis. Period substitution for the President will be provided in such situations.
- N. In order to improve communication and to solve problems, the Association building chair will meet with the building principal throughout the year no fewer than once per month.
- O. The Board and Administration agree that there will be no reprisals of any kind taken against the employees for action taken relative to negotiations, and/or membership representation, and/or holding office in the OFEA, and/or for the formal filing of a grievance.

P. Payroll Deduction of Fair Share Fee

1. Authorization

The Treasurer of the Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the OFEA, a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the United Education Profession (UEP), shall be transmitted by the OFEA to the Treasurer of the Board on or about October 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

Payroll deduction of such annual fair share fee shall commence on the first pay date a dues deduction is scheduled which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date, a dues deduction is scheduled, on or after the later of:

- a. Sixty (60) days employment in a Bargaining Unit position; or
- b. January 15th.

4. Transmittal of Deductions

The Treasurer of the Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The OFEA represents to the Board that an Internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the OFEA, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the OFEA for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the OFEA.

7. Exclusivity

The above fair share fee provision shall be an exclusive right of the OFEA and it will not be granted to any other employee organization seeking to represent employees in the bargaining unit represented by the OFEA.

8. Indemnification of Employer

The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board (including each of its officers, members, employees and agents) for any costs or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the employee;
- c. The Board agrees to 1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, 2) permit the Association or its affiliates to intervene as a party if it or they so desire, and/or 3) not oppose the Association or its affiliate(s) application to file briefs amicus curiae in the action; and
- d. The Board acted in good faith compliance with the fair share provision of the Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee.

ARTICLE VII - SCHOOL CALENDAR AND HOURS OF WORK

A. School Calendar

1. Annually during January, the President of the Association may make written suggestions to the Superintendent regarding the school calendar for the next two school years.
2. The school calendar shall not exceed one hundred eighty-four (184) teacher days and one hundred eighty-one (181) student days.
3. The District may require up to two (2) hours in-service per school year outside of the work day for state or federally mandated subjects, via electronic means (e.g., video, internet, or other available technology).

B. Hours of Work

1. Primary (Pre-K-3)

- a. A teacher's normal workday shall be seven (7) hours and forty (40) minutes, including a thirty (30) minute duty-free lunch period. It is the obligation of the teacher to notify the principal if lunch is interrupted.
- b. Each building principal shall make every attempt to schedule a forty (40) minute contiguous block of time for each teacher, regardless of his/her teaching assignment. Minimally, each teacher shall be provided an average of forty (40) minutes daily of duty-free preparation time within the student day. Specialists who are otherwise assigned a class during building-wide activities will supervise the class, enabling the affected classroom teacher to have his/her planning period.
- c. Each classroom and "specials" teacher shall be provided an average of no less than forty (40) minutes outside the student day for purposes such as, but not limited to, staff meetings, individual or group planning, and professional development. The development of staff meeting agendas and professional development activities will be cooperatively developed by the staff and the building administration. Meetings that are similar in content, such as but not limited to, "Kid Talk" and "IAT" meetings, shall be combined and/or scheduled during the same time period whenever possible.
- d. Classroom and "specials" teachers shall not be assigned to any mid-day/noontime duties (i.e., recess, cafeteria, study hall). Effective with the 2012-2013 school year, classroom and special teachers may be assigned to supervise indoor recess. Indoor recess assignments will be shared on a rotational basis. The principal and building leadership team (BLT) will establish the criteria for when indoor recess will occur and how the rotation will be assigned.
- e. Kindergarten teachers shall be provided specialist instruction for their classes on a rotational basis.

2. Intermediate (4-5)

- a. A teacher's normal workday shall be seven (7) hours and forty (40) minutes including a thirty (30) minute duty-free lunch period. It is the obligation of the teacher to notify the principal if lunch is interrupted.
- b. Each building principal shall make every attempt to schedule a forty (40) minute contiguous block of time for each teacher, regardless of

his/her teaching assignment. Minimally, each teacher shall be provided an average of forty (40) minutes daily of duty-free preparation time within the student day. Specialists who are otherwise assigned a class during building-wide activities will supervise the class, enabling the affected classroom teacher to have his/her planning period.

- c. Each classroom and "specials" teacher shall be provided an average of no less than forty (40) minutes outside the student day for purposes such as, but not limited to, staff meetings, individual or group planning, and professional development. The development of staff meeting agendas and professional development activities will be cooperatively developed by the staff and the building administration. Meetings that are similar in content, such as but not limited to, "Kid Talk" and "IAT" meetings, shall be combined and/or scheduled during the same time period whenever possible.
- d. Classroom and "specials" teachers shall not be assigned any mid-day/noontime duties (i.e., recess, cafeteria, study hall). Effective with the 2012-2013 school year, classroom and special teachers may be assigned to supervise indoor recess. Indoor recess assignments will be shared on a rotational basis. The principal and building leadership team (BLT) will establish the criteria for when indoor recess will occur and how the rotation will be assigned.

3. Middle School

- a. A teacher's normal workday shall be seven (7) hours and forty (40) minutes including a thirty (30) minute duty-free lunch period. It is the obligation of the teacher to notify the principal if lunch is interrupted.
- b. Each teacher shall be provided an average of fifty (50) minutes (inclusive of passing time) of duty-free preparation time within the pupil day.
- c. Each teacher shall be provided an average of fifty (50) minutes (inclusive of passing time) within the student day for purposes such as grade level meetings, team meetings, and professional development. In an attempt to make efficient use of this block of time, whenever possible:
 - i. meetings that are similar in content, such as but not limited to, "Kid Talk" and "IAT" meetings, shall be combined and/or scheduled during the same time period whenever possible;

- ii. the "Big Team" and "Small Team" meetings will be scheduled on the same day and will be combined and/or share time;
 - iii. the building principal will utilize written building communication to "Big Team" and "Small Team" members in order to share common information; and
 - iv. parent meetings will be scheduled during this block of time rather than during the teacher's duty-free preparation time (Section b., above).
- d. No Middle School teacher shall have more than six assignments (inclusive of duties and home base) each school day and homeroom. No Middle School teacher shall be reduced in force due to the assignment of six (6) assignments to Middle School teachers. Nothing in this provision restricts the Board or Association's rights under Article XI, F.
 - e. Each teacher shall be provided an average of fifteen (15) minutes outside of the student day for purposes such as, but not limited to, grade level meetings, individual and group planning, team meetings, and professional development. The development of staff meeting agendas and professional development activities will be cooperatively developed by the staff and the building administration.
 - f. No teacher shall have more than one hundred fifty-six (156) students per day in academic disciplines.
 - g. Teachers at the Middle School will not be required to attend full staff meetings outside the teacher's regular workday more than one (1) time each month, except where exigent circumstances exist concerning the health, safety, or welfare of students or staff.
4. High School
- a. A teacher's normal workday shall be seven (7) hours and forty (40) minutes, including a thirty minute (30) duty-free lunch period. It is the obligation of the teacher to notify the principal if lunch is interrupted.
 - b. Each teacher shall be provided an average of fifty (50) minutes daily of duty-free preparation time within the pupil day.
 - c. Depending upon the needs of the curriculum and student enrollment, the principal will make reasonable efforts to limit High School teachers to no more than five (5) classes and one (1) duty period each school day. High School teachers may be assigned a sixth

teaching assignment in place of a duty. While it is not the intention of the Administration to routinely assign six teaching assignments as a matter of course, the sixth assignment may be needed to (i) respond to students' educational needs, (ii) maintain lower student to staff ratios, and (iii) more efficiently and effectively utilize the professional skills of the teaching staff. No High School teacher will lose his/her job because of the Administration's decision to assign six teaching assignments.

- d. The normal daily enrollment will not exceed 156 students for the core academic classroom teachers' teaching assignments. If it is necessary for a teacher's normal daily enrollment in teaching assignments to exceed these limitations, the teacher will receive \$15 per day, per student, for each student in excess of the applicable limitation.
- e. There will be no more than one (1) prep per class period for core academic courses unless the teacher otherwise agrees. The maximum number of preps per day for core academic teachers (with the exception of Foreign Language teachers) will not exceed three (3), unless the teacher, with the approval of the Department Chair, initiates a request for additional preps.
- f. Duty periods may include study hall supervision, hall/restroom supervision, lunch supervision, and academic assistance. Where appropriate, educational aides may be utilized in lieu of teachers to non-instructional duty supervision, taking into consideration the need to maintain student discipline.
- g. Teaching assignments or duties which fall outside of the normal student day (i.e., "Early Bird," detention monitor, etc.) shall be done on a voluntary basis. Those bargaining unit members who have volunteered shall be permitted to appropriately flex their starting or ending times.
- h. Teachers at the High School will not be required to attend full staff meetings outside the teacher's regular workday more than one (1) time each month except in emergency situations. The development of staff meeting agendas and professional development activities will be cooperatively developed by the staff and the building administration.
- i. Beginning with the 2012-2013 school year, teachers may be assigned bus duty supervision on a rotating basis.

C. Lunch/ Recess Duty

At the primary and intermediate levels, the Board will provide complete coverage of mid-day/noontime duties (excluding indoor recess). Such duty may be first assigned to a tutor, who will be compensated at his/her hourly rate of pay. The Board agrees that this assigned duty will not negatively impact the tutor/student ratio throughout the rest of the tutor workday, and that, as a result, additional time may be added to the tutor's schedule. Otherwise, these duties will be handled through Noontime Duty Contracts. Each contract will reflect approximately fifteen (15) minutes of supplemental duty time to be performed on a daily basis. Noontime Duty Contracts will be offered first to bargaining unit members before being offered to individuals outside of the bargaining unit.

D. Traveling Teachers

The Board will make every effort to limit the number of bargaining unit members whose assignments require them to travel between buildings. Each bargaining unit member who must travel between buildings shall be provided the same lunch time as all bargaining unit members without being required to travel during that lunch time.

Bargaining unit members will not be required to travel during planning time. When possible, planning time will be scheduled in the building where the teacher has the most number of assignments. In any case, those building principals who share a traveling teacher will confer with each other and with the teacher prior to scheduling a mutually agreeable planning time and location. In order to provide coverage on TAP days and/or Late Start Days, the building principal(s) will adjust schedules, if necessary, in order to provide the appropriate lunch, planning and travel time to the traveling teacher.

The Board will provide appropriate storage space for items such as teacher textbooks, lesson plans, and student papers at each building. If applicable, duty assignments shall be scheduled at only one building site.

There shall be no fewer than twelve (12) minutes allotted for travel between buildings.

E. Full-Time Teachers

Full-time teachers shall be defined as those bargaining unit members who work eighty percent (80%) of the teacher workday, inclusive of a thirty (30) minute duty-free lunch and a planning period consistent with the building assignment. Hours for less than full-time teachers, currently employed by the District, shall normally be contiguous. However, wages shall be based upon the pro-rata portion of the school day worked.

Teachers employed less than full-time shall have their hours contiguously assigned, shall be provided a thirty (30) minute duty-free lunch, and shall be compensated for salary, benefits, and planning time on a pro-rated basis.

ARTICLE VIII - POSTINGS

- A. All bargaining unit members shall have the opportunity to be considered for newly-created or vacated regular teaching positions which the Board has determined to fill. All qualified bargaining unit members will have the opportunity to be considered for newly-created or vacated supplemental positions. Factors that will be taken into consideration include, but are not limited to, certification/licensure, areas of coursework, grade level or subject area experience, seniority, and strengths/weaknesses identified in the appraisal process. Supplemental positions filled by non-bargaining unit employees will be non-renewed (considered vacant) and posted annually. All supplemental postings will contain a notification that the job description for the supplemental is available by contacting the building principal.
- B. 1. As used in Articles VIII and IX: (a) "summer vacation" means that period of time beginning on the day following the last day of scheduled regular student attendance in any school year and ending on the day preceding the first day of scheduled regular student attendance in the next succeeding school year; (b) "annual school term" means that period of time beginning on the first day of scheduled regular student attendance in any school year and ending on the last day of scheduled regular student attendance in that school year; (c) "day(s)" mean weekdays, excluding Saturdays, Sundays, and holidays; and, (d) "vacancy" means any vacated or newly created position that the Board determines to fill and that is anticipated to extend beyond one school year.
2. Postings of vacancies shall indicate whether the position is newly created or a vacated position and the qualifications, including grade level (if known), area of concentration, certification/licensure. Written notice of vacancies, including positions filled during the school term by substitute teachers, shall be posted for a minimum of ten (10) days (1) in the Board office, (2) in all school buildings, (3) on the Board's website, and (4) via District email. Bargaining unit members interested in such positions shall submit a written letter of interest. During summer vacation, notice will also be given via the District voicemail and will be mailed to employees who have specifically requested notice by regular first class mail.
- A bargaining unit member who submits letters of interest for vacancies in the District is entitled to at least two (2) interviews in any three (3) year period but shall be considered and may be interviewed for each vacancy the bargaining unit member applies for. Where vacancies arise after August 1, such positions may be filled within five (5) days of the posting.

3. In the event a current bargaining unit member applies for but is not selected for a particular vacancy, the bargaining unit member may request and will be granted a conference with the Superintendent or designee to discuss the basis of the decision.

C. Notwithstanding the above, in the event a supplemental position that was previously filled becomes vacant within fifteen (15) working days prior to the start of the season or activity or during the season or activity, the Board may fill that supplemental position without first posting the vacancy, provided that the following occurs:

1. The Superintendent and President of the Association shall confer and mutually agree that the vacancy should be treated as an emergency situation, and
2. The Superintendent/designee contacts those teachers who have, in writing, indicated an interest in the supplemental position.

Where practicable, the vacancy will be posted on the District's website; however, no posting deadlines will apply.

ARTICLE IX - TRANSFERS

A. Voluntary Transfers

1. A bargaining unit member desiring a transfer shall notify the Superintendent in writing of the position(s) to which he/she desires a transfer should an opening occur.
2. It is understood that submission of a transfer request does not guarantee that the bargaining unit member will be selected for a newly created or vacated bargaining unit position.

B. Assignment

Each bargaining unit member will receive in writing no later than two weeks after the final teacher day of each year his/her tentative assignment for the next school year. Any notice not received by the final teacher day, shall be mailed by regular U.S. mail to the home address of the bargaining unit member. The notice will include building assignment, subjects to be taught if at the secondary level, or grade level if at the elementary level. Any changes in assignment after the initial notification will be made in writing to the bargaining unit member as soon as the Superintendent determines there is a need for the change. Upon request, the bargaining unit member will be afforded an opportunity to meet with the principal to discuss the reasons for the assignment change. Any change in assignment that

constitutes an "Involuntary Transfer" will be subject to the procedures set forth in paragraph C below.

Additionally, no later than August 1st, each teacher shall receive by email class lists containing the names of students who have been tentatively assigned to his/her class or grade level team.

C. Involuntary Transfer

An involuntary transfer (defined as an involuntary change in grade level assignment K-8 or change in departments 9-12) will be made only after the bargaining unit member's seniority and experience are considered. Prior to any final changes in assignment that constitute an Involuntary Transfer, the OFEA President/designee and bargaining unit member will be notified in writing. The bargaining unit member and OFEA President/designee may request a meeting with the Superintendent/designee to discuss the reasons for the Involuntary Transfer. Upon finalization of an Involuntary Transfer, the teacher may request a meeting with the OFEA President/designee and the principal (in the case of a change in building, the newly-assigned principal) to collaborate on a mutually agreed upon transition plan, which might encompass release time to confer with other staff and/or professional development. Mutually agreed upon transition activities that occur during summer break will be compensated at \$100 per day. If the transition requires a move to another building, the affected teacher will receive up to two (2) days release time or, if the move takes place over the summer break, will be paid up to two (2) days at \$100 per day.

ARTICLE X – APPRAISAL

A. Purpose

1. To assess a teacher's work performance.
2. To help the teacher to achieve greater effectiveness in performance of the assignment.

B. Procedures

1. Evaluator

The building principal shall be considered the bargaining unit member's immediate supervisor for evaluation purposes unless the member is notified otherwise on or before September 30. For a member who works in multiple buildings, the default evaluator shall be the principal of the building in which the member ends the workday unless otherwise notified on or before September 30. A bargaining unit member who has completed fifteen (15) years of service within the Olmsted Falls School District and who already

has tenure may request, in writing, a particular evaluating supervisor where a building has multiple administrators. The request shall be submitted by September 30 and will contain a statement explaining the reason(s) for the request. The request will be given serious consideration by the principal. The evaluator shall not be a bargaining unit member and shall be employed under an administrator license.

2. Orientation

A teacher newly employed shall be notified by the evaluator of the evaluation procedures in effect.

3. Schedule for Evaluation

a. Limited (First Year) and Potential Non-renewed Contracts

All teachers on limited contract in their first year of employment in the District and any teacher who is in danger of being non-renewed shall be formally evaluated two times during that school year.

b. Limited (After First Year) and Continuing Contract

Limited contract teachers employed more than three years and continuing contract teachers may be formally evaluated once every three years. This evaluation must be completed by March 25th and the report given no later than April 1st of the last year of the three year cycle. (No teacher shall be formally evaluated more than twice annually unless deficiencies are identified in the teacher's performance.)

c. Timelines

- 1) Where two formal evaluations are required, including limited contract teachers, the first evaluation will be completed by January 15th, with a report provided no later than January 25th. The second evaluation will be completed by March 25th with a report provided no later than April 1st.
- 2) Teachers on continuing contract whose performance has been found deficient to the extent that a recommendation of adverse personnel action is a strong possibility will be subject to a second evaluation. The evaluations and reports must follow the timelines as established above, unless modified by mutual agreement.

4. Criteria for Evaluation

- a. A new teacher shall be evaluated on criteria set forth in the New Teacher Appraisal Instrument. Teachers who have completed one year in the District will be evaluated on criteria set forth in the Experienced Teacher Appraisal Instrument.
- b. A teacher shall be evaluated on his or her work performance, including fair and reasonable observations of the work performance of the teacher.
- c. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- d. No misleading or inaccurate information may become part of a teacher's performance evaluation report. No hearsay shall be included in the evaluation report.

C. Observations

1. Schedule of Observations

a. Formal Observation

A minimum of two (2) separate formal observations shall be conducted to support each performance evaluation. A formal observation shall last a minimum of thirty (30) minutes. Each observation must be scheduled at least a week in advance of the actual observation unless another date is agreed to by both the evaluator and evaluatee. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

b. Informal Observation

Any informal observations will be followed within three (3) working days with oral and/or written feedback. Every informal observation after the second informal observation, per semester, shall be followed within three (3) working days by a written report of the observation to the teacher.

- c. A teacher may request a formal observation at any time in addition to those required by this procedure.

2. Limitations

- a. To the extent there are deficiencies identified in the informal observation, those deficiencies will be recorded in writing and may be reason to initiate a formal evaluation. Notification to the bargaining unit member must be made within three (3) working days that a formal evaluation process is to be initiated. The first evaluation must be completed by January 15th with the report given by January 25th and the second evaluation must be completed by March 25th with the report given by April 1st.
- b. If deficiencies are identified on any observation, they must be recorded in writing with suggestions for improvement, and given to the teacher at the conference.

3. Observation Conferences

a. Pre-Observation Conference

The teacher and administrator shall meet one time prior to each evaluation in order for the teacher to explain plans and objectives for the situation(s) to be observed during the formal observations. The teacher may request additional Pre-Observation Conferences prior to each formal observation. The Pre-observation Conferences shall be scheduled at a time that is mutually agreed to by the evaluator and the bargaining unit member.

b. Post-Observation Conference

An informal Post-Observation Conference, with feedback, shall be held between the evaluator and the bargaining unit member no later than five (5) workdays following each formal observation. The teacher and the evaluator may agree to hold this conference after the formal observation period if several observations are going to be done in a short period of time.

D. Correction of Deficiencies

The supervisor involved in the particular area of the teacher's work shall assist the teacher in correcting identified deficiencies. The evaluator shall submit a written plan via the appraisal instrument for correcting the deficiencies which shall include ways in which the supervisor shall assist the teacher to correct the deficiencies. The plan shall include a reasonable time between evaluations to allow time for improvement in the area of performance deficiency.

Deficiencies regarding the teacher's failure to adhere to reasonable work rules or any other deficiencies as observed by the administration, or investigated by the administration and found to have merit, must be put in writing and provided to the teacher within five (5) workdays after the deficient performance is observed or verified. The deficiencies must be included in any plan for correction of deficiencies and shall include a reasonable time period for correction.

E. Finalization of Evaluation

The performance evaluation of a teacher shall be based upon the teacher's performance and shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. Hearsay shall not be a part of the evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The final evaluation report shall be sent to the Superintendent. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy signed by both parties shall be retained by the teacher.

F. Due Process

1. Any alleged violation of the procedural aspects related to the non-renewal or evaluation of limited contract teachers shall be subject to binding arbitration. The evaluation provisions of this Agreement shall supersede Ohio Revised Code, Section 3319.111.
2. A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

ARTICLE XI - TERMINATION, SUSPENSION, AND NON-RENEWAL
OF TEACHING CONTRACTS

A. Termination

Termination of an existing contract will be in accordance with Sections 3319.16, 3319.161, and any other related provisions of the Ohio Revised Code.

B. Procedure for Termination for Gross Inefficiency

Before a recommendation is made to the Board for termination of a bargaining unit member's contract for gross inefficiency under R.C. 3319.16, the following procedure shall be followed:

1. Ninety (90) days before termination may be initiated, the bargaining unit member will be notified that his/her continuing contract may be considered for termination due to gross inefficiency. The reasons for such consideration will be provided in writing. In addition, specific recommendations regarding *necessary improvements and suggested means by which the bargaining unit member may obtain assistance in making such improvements* will be provided.
2. At least seventy-five (75) days before such termination is presented to the Board, a committee will be formed which will consist of the Building Principal or Assistant Principal, the bargaining unit member whose contract may be considered for termination, two (2) bargaining unit members named by the affected bargaining unit member, and another administrator.

This committee will meet to review the reasons which may lead to *consideration of termination for gross inefficiency and provide to the bargaining unit member recommendations regarding necessary improvements, including recommendations of means to obtain necessary assistance to make such improvements.* The committee will develop a plan of improvement for the bargaining unit member. The bargaining unit member and administrator/evaluator shall agree in writing to participate in the plan. Failure of either party to agree to participate in the plan shall end the obligations of either party to exhaust this process.

3. At least forty-five (45) days prior to any termination action, the bargaining unit member will be evaluated. The evaluation will consist of one (1) or more classroom observations of thirty (30) minutes or more, with a written report provided the bargaining unit member within five (5) days of completion of the evaluation. The bargaining unit member and a representative shall meet with the administrator-evaluator(s) within five (5) days of receipt of the report.
4. Bargaining unit members who participate as members of a committee shall not be called to testify in any subsequent termination proceeding.
5. Should the bargaining unit member and administrator-evaluator fail to agree upon a plan or should the bargaining unit member elect not to attend committee or other meetings under this process, this process shall be deemed completed.
6. Any termination proceedings shall be governed by R.C. §§3319.16 and 3319.161.

C. Non-renewal of a Limited Teaching Contract

1. Any bargaining unit member to be non-renewed shall be provided with the notice of non-renewal and clearly stated written reasons why the bargaining unit member is to be non-renewed. The notice of non-renewal shall be provided to the bargaining unit member no later than April 30.
2. The bargaining unit member will be granted, upon request, a conference with the Superintendent, at which time the bargaining unit member shall show cause as to why his/her contract should be renewed. The bargaining unit member will be notified by the Superintendent of his decision.
3. Non-renewals of limited teaching contracts shall be governed by the grievance procedure, Article V for review of procedural violations. This provision supersedes 3319.11 and 3319.111.

D. Tenure Eligibility

Teachers who receive a professional certificate/license after March 31 will not be eligible for consideration for a continuing contract until April of the succeeding school year.

Teachers who notify the Superintendent of the intent to be eligible to be considered for a continuing contract in writing on or before September 15 of any school year, will be considered in April of that school year. Teachers who do not notify the Superintendent on or before September 15 will not be eligible for consideration until April of the following school year.

E. Seniority

1. Seniority shall mean the length of continuous employment in a bargaining unit position, except for tutors, as follows:
 - a. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
 - b. Seniority shall accrue for all time a teacher is on active pay status.
 - c. Time spent on inactive pay status (unpaid leave or RIF) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
 - d. Full-time bargaining unit members shall accrue one (1) year of seniority for each year (at least 120 days or more) worked.

- e. As of January 1, 1993, part-time employees shall accrue seniority pro-rated against the minimal full-time standard.
- f. No employee shall accrue more than one (1) year of seniority in any work year.

2. Equal Seniority

- a. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
- b. Ties in seniority shall be broken by the following method to determine the most senior employee:
 - 1) The employee with the first day worked; then
 - 2) The employee with the earliest date of employment (date of hire); then
 - 3) By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

3. For reduction in force purposes only, bargaining unit members employed under continuing contracts shall have greater seniority than bargaining unit members employed under limited contracts.

4. Loss of Seniority

Seniority shall be lost when a bargaining unit member retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Board.

5. Posting of Seniority List

The seniority list shall be posted annually, by February 1 of each work year. The Board shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating by area of certification, licensure, or entry-level requirement, the first day worked, the date of Board resolution to hire, and the contract status (limited or continuing) of each bargaining unit member. Said list shall be provided to the Association President on or before the date of posting.

- a. The names of teachers on the seniority list shall appear in seniority rank order within areas of certification, licensure, or entry-level requirement, with the name of the most senior teacher appearing at the top of the listing and the name of the least senior teacher appearing at the end of this listing. The names of tutors shall appear in seniority rank order within areas of certification/licensure or entry-level requirements for all tutor-positions with the name of the most senior tutor appearing at the top of the listing and the name of the least senior tutor appearing at the end of the listing.
- b. The names of teachers who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, licensure, or entry-level requirement.
- c. The names of part-time teachers shall appear on the seniority list but shall be listed separately from the names of full-time teachers.

6. Correction of Inaccuracies

Each bargaining unit member shall have a period of thirty (30) days after a posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protection shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.

F. Reduction in Force

1. Reductions governed by O.R.C. 3319.17

Reductions in force shall be for the reasons enumerated in Section 3319.17 of the Ohio Revised Code. Preference will be given to staff members on continuing contracts and to seniority. Any dispute regarding alleged noncompliance with the provisions of the statute or the procedures set forth in this Article shall not be subject to the grievance procedure in Article V, but rather shall be resolved through the judicial process. Staff members (except tutors) whose contracts may be suspended would have recall rights to a position for which they are certified/licensed until such a position were offered. Tutors shall only have recall rights to tutor positions. Suspension of contracts provides the Board of Education with an option for reducing staff other than through the non-renewal of contracts.

2. Definition of RIF:

A reduction in force (RIF) shall have occurred when (a) the Board reduces or eliminates a position resulting in the need to suspend a teaching contract or, (b) determines not to post or fill a vacant position, where that determination results in a loss of a bargaining unit position district-wide.

3. Notification of Anticipated RIF

If the Board determines a RIF may occur for the succeeding school year, the Board shall notify the Association in writing on or before the regularly scheduled April board meeting. Where the RIF occurs during the school year due to the return of a teacher from a long term leave of absence, the Board shall notify the Association in writing as soon as practicable prior to the Board's action implementing the RIF. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the name(s) of the bargaining unit members to be affected, the date of Board action to implement the RIF; and the effective date of the RIF.

4. Implementation

- a. In determining the position(s) to be reduced, eliminated, or not filled, position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.
- b. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior bargaining unit member to be laid off before a less senior bargaining unit member. If a part-time teacher has greater seniority per Article XXVII, the teacher may be required to accept a full-time assignment.
- c. Layoff shall occur by suspension of contract. The limited contract of an affected bargaining unit member that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff. This does not preclude the non-renewal of a limited contract bargaining unit member for reasons other than those enumerated in sections E.1. and E.2.
- d. A bargaining unit member to be laid off due to RIF shall be given ten (10) days advance written notification prior to the implementation of the RIF. The Association shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the Board's action to implement the RIF.

5. Limitations

- a. No new hire shall be employed in a bargaining unit position until all eligible, laid-off bargaining unit members have been offered such position.
- b. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of a bargaining unit member on layoff status.
- c. No current, non-bargaining unit member shall be assigned to fill a bargaining unit position while an eligible bargaining unit member remains on layoff status.
- d. Work previously performed by laid-off bargaining unit member shall not be subcontracted.

6. Layoff Rights

A bargaining unit member on layoff status shall have the following rights:

- a. The right to continue receipt of group insurance coverage at the bargaining unit member's expense.
- b. Credit for salary placement, upon recall, for a teaching position held in chartered school while on layoff status.
- c. The right to be notified by mail of all postings for bargaining unit positions.
- d. The unchallenged right to unemployment compensation benefits when that bargaining unit member has not been offered an equivalent bargaining unit position during layoff.
- e. Additional certification/licensure, license or entry-level requirements earned or reported while on layoff status shall be recognized for recall purposes, provided such information is filed with the Board prior to recall.

7. Recall Rights

- a. Laid-off teachers shall be recalled in reverse order of layoff in keeping with contract status, certification, licensure, or other entry-level requirements for the bargaining unit position, i.e. most senior laid-off teacher, first recalled. Consistent with Article XXVI.A. and

B., laid off tutors shall be recalled in reverse order of layoff in keeping with certification/licensure or other entry level requirements for tutor positions, i.e., most senior laid-off tutor, first recalled.

- b. The bargaining unit member shall be given seven (7) calendar days to accept such offer. If the bargaining unit member declines an offer of recall, the bargaining unit member will be deemed to have voluntarily resigned his/her teaching position.
- c. This procedure shall continue until all bargaining unit members on layoff status have been recalled, have retired under an Ohio state retirement system, or have voluntarily resigned. In any event, recall rights will expire four (4) years from the effective date of the layoff. Bargaining unit members on layoff who wish to retain recall rights must provide written notice on or before June 1 of each school year for the duration of the RIF of their interest in recall and a current address.

8. Termination of RIF

The RIF shall terminate within four (4) years from the effective date of layoff or when no bargaining unit member remains on layoff status and when the number of positions in the bargaining unit equals or exceeds the number of positions existing in the bargaining unit at the time of the initial reduction, whichever occurs first.

ARTICLE XII - LEAVES OF ABSENCE

A. General

The Board may grant an unpaid leave of absence, for up to two (2) school years, upon a bargaining unit member's written request. If such a leave is granted, the bargaining unit member, at his/her own expense, may continue to participate in group health insurance programs available through the Board by reimbursing the Board, in advance and on a monthly basis, the applicable premium rates.

B. Personal Leave

- 1. All teachers shall be granted three (3) days of non-cumulative paid leave each school year to transact personal business which cannot be attended to outside school hours. One (1) day will be designated as an unrestricted paid leave day. This day will not be subject to the limitations described in number 4 below. Two (2) days will be designated as restricted paid leave days, and shall be subject to the limitations described therein. Teachers who are regularly employed after the start of the school year will have their personal leave prorated as follows:

Hired:	Sept./Oct./Nov.	3 days
	Dec./Jan./Feb.	2 days
	Mar./Apr./May	1 day

2. Personal leave must be taken in increments of not less than one-half (1/2) day.
3. Except for emergencies beyond the employee's control, notice of absence for personal reasons shall be given to the building principal or immediate supervisor at least five (5) days in advance by submission of the Personal Leave Form. In the event of such emergencies, the teacher shall file the personal leave form as soon as possible following the date(s) of absence. The administration may request an explanation for any personal leave request submitted with less than 5 days notice.
4. Each teacher making application for personal leave shall submit the Personal Leave Form, Appendix H. The form will indicate that restricted personal leave days will not be used for the purpose of extending holidays, for recreation or vacations, or to seek employment elsewhere. Holidays are defined as spring break, Easter break, Thanksgiving break, winter break, and federal holidays. Further clarification will be required of the teacher in situations in which facts come to the attention of the administration indicating possible abuse of restricted personal leave days. Upon request by the teacher, the Superintendent/designee may waive the restricted personal day limitations.
5. At the teacher's option, unused personal leave days shall either be paid to the teacher or transferred to the teacher's accumulated sick leave not later than July 30 of each year. Those days to be paid shall be based upon the BA-0 salary divided by 184. Any teacher who does not use any personal leave will receive one (1) additional sick leave day at the end of the school year.
6. In-service trainings will be provided to teachers and administrators in an effort to promote consistent decision making regarding the use of personal leave days.

C. Sick Leave

1. All bargaining unit members shall be granted fifteen (15) days of sick leave per year accumulated at the rate of one and one-quarter (1-1/4) days for each month of service. Accumulation of sick days shall be unlimited. Sick leave must be taken in increments of not less than one-half (1/2) day.

2. Bargaining unit members may use sick leave for absence due to personal illness, illness or disability associated with pregnancy or delivery of a child, injury, exposure to contagious disease which could be communicated to others and for illness, injury, or death in the bargaining unit member's immediate family. Any teacher requiring the use of sick leave must directly notify the designated building administrator as soon as the teacher is aware of the need for the leave. Home numbers will be provided for notification after work hours, with the understanding the teacher is expected to call at anytime, regardless of the hour. Any use of sick leave in excess of (or anticipated to be in excess of) ten (10) consecutive workdays will require a physician's statement describing the reasons for and estimated length of the leave. "Immediate family" means spouse, son (in-law), daughter (in-law), mother (in-law), father (in-law), grandparent (in-law), brother (in-law), sister (in-law), legal guardian or other person who stands in place of a parent (loco parentis) or others who are related to the bargaining unit member by blood or through marriage.
3. All bargaining unit members new to the system (first year teachers) shall be advanced five (5) days of sick leave. Additionally, any bargaining unit member may be advanced five (5) days of sick leave in a given school year where the member has exhausted accrued sick leave. First year teachers who use their advanced/accrued sick leave in the first year will also be eligible for this additional five (5) day advancement of sick leave. Should any bargaining unit member leave the system prior to accumulating total sick leave used, such bargaining unit member shall reimburse the school District at his/her per diem rate for the total number of days absent beyond the amount of sick leave earned. Wherever possible, such reconciliation shall take place by appropriately adjusting the bargaining unit member's final pay.
4. The birth father may use up to seven (7) days of available sick leave during the first two (2) weeks following the birth of his child. Any use of sick leave beyond this period must be for the reasons specifically set forth in paragraph 2, above.

D. Military Service/Active Duty Reserves

Teachers on military leaves, including reservists called to active duty, have the right to re-employment upon completion of military service granted upon terms and conditions and to the extent specified by Ohio Revised Code Section(s) 3319.14, 5923.05, or other applicable state or federal law. Each bargaining unit member on military leave may receive a salary equal to the difference between his/her expected salary and that of his/her replacement. Teaching credit shall be given the same as if the bargaining unit member on military leave was working in the system. A bargaining unit member on military leave may continue at his/her expense all fringe benefits at the group rate.

E. Sabbatical Leave

1. Sabbatical leave for study and research may be granted by the Board to bargaining unit members who have completed at least five (5) years of service in Olmsted Falls.
2. The Board shall grant sabbatical leave to no more than five percent (5%) of the bargaining unit members at one time.
3. Leave may not be granted to a bargaining unit member more often than once every five (5) years of service, nor any such leave be granted a second time to the same bargaining unit member when other bargaining unit members have filed a request for such leave.
4. A bargaining unit member who is granted a sabbatical leave will be required to return to the Olmsted Falls City Schools for at least one (1) year. This restriction shall not apply to bargaining unit members with twenty-five (25) years or more of teaching in Ohio. Upon return from such leave a teacher shall be entitled to reinstatement to a teaching position for which he or she holds a valid and unexpired certificate/license. Tutors shall be entitled to reinstatement to a tutoring position for which he/she holds a valid certificate/license.
5. A sabbatical leave may be granted for one (1) semester, one (1) full school year, or the last semester of one school year and the first semester of the following school year.
6. Each bargaining unit member on leave may receive a salary equal to the difference between his/her expected salary and that of his/her replacement. Teaching credit shall be given the same as if the bargaining unit member on sabbatical leave was working in the system. A bargaining unit member on sabbatical leave may continue at his/her expense all fringe benefits at the group rate.
7. Application for sabbatical leave shall be made to the Superintendent and shall include a plan for spending the leave which will contribute to the professional effectiveness of the applicant and the best interests of the school system. Upon return from such leave, the bargaining unit member will provide evidence that the plan was followed.

F. Parenting Leave

1. Any bargaining unit member who is a parent shall be, at her/his request and on the conditions set forth below, granted a leave of absence without pay.

2. How long a pregnant bargaining unit member may continue in her assignment is a matter best left up to the bargaining unit member and her doctor. It is expected that as long as she shall work the pregnant bargaining unit member shall perform all her duties adequately, maintain normal attendance, and fulfill all duties.
3. If a bargaining unit member or the spouse of a bargaining unit member is pregnant, the leave shall begin at any time after confirmation of the pregnancy. The bargaining unit member shall notify the Superintendent in writing as soon as he/she determines the date for the beginning of the leave and the anticipated date for return to service (see Appendix D). Insofar as possible, the application for parenting leave shall be made twenty (20) days prior to the beginning of the leave.
4. A bargaining unit member will be granted an unpaid parental leave of absence for up to the balance of a school year. Accordingly, such leave will end on the first June 30th after it begins. If the teacher and Superintendent agree, the teacher may return to service earlier. The teacher may request and shall be granted up to two (2) opportunities during the teacher's employment with the Board to extend each of the parental leaves an additional year. That extended leave will end on June 30th of the next school year unless an earlier return date is agreed to by the Superintendent. Upon expiration of the first parenting leave, the teacher must return to service for at least one (1) full school year (e.g., one hundred eighty-four (184) days) before being entitled to any subsequent parenting and/or general leave. In a case where a general leave is needed by the teacher due to a situation other than the care of the child for whom a parenting leave was taken, a successive general leave may be approved by the Superintendent.
5. If the bargaining unit member's condition and/or the condition of the child or mother requires, the employee may use accumulated sick leave, provided the employee has submitted a physician's statement describing the medical reasons for and estimated length of the sick leave for any leave in excess of ten (10) days. When the mother's condition and/or the condition of the child no longer requires, the bargaining unit member must either return to service or apply for parental leave.
6. Upon return from an approved parental leave, the bargaining unit member will be entitled to reinstatement in the same position he/she held prior to the leave provided that the bargaining unit member returns to service during the same school year as the parental leave began. No later than March 1, the bargaining unit member must notify the Superintendent in writing of his/her desire to return to work and the date of return. If that position is no longer in existence, the teacher shall be assigned to a

substantially equivalent position for which he/she holds a valid, unexpired certificate/license. If the teacher takes a parental leave and returns to service after the end of the school year in which the parental leave began, he/she shall be entitled to reinstatement to a position for which he/she holds a valid, unexpired certificate/license. Consistent with Article XXVI, A. and B., a tutor shall be entitled to reinstatement to a tutor position for which he/she holds a valid, unexpired certificate/license.

7. No bargaining unit member shall use sick leave while on parental leave.
8. Except as otherwise provided in Section I - Family Medical Leave, bargaining unit members on parental leave may continue to participate in group health insurance programs available through the Board by reimbursing the Board, in advance and on a monthly basis, the applicable premium rates.
9. All provisions of this parental leave section apply to adopting parents, except the notification requirements will be reduced to match whatever days of advance notice the adopting parents receive in advance of receipt of custody of the adopted child.

G. Adoption Leave

1. A teacher is eligible for up to ten (10) days of available personal and/or sick leave during the first two (2) calendar weeks after custody is received (the "Adoption Leave Period"). Custody is considered "received" when the teacher departs to receive the child (if travel is required) or when the teacher obtains physical custody of the child (if travel is not required). If travel is required, the teacher must use available personal leave for travel time before using available sick leave. For example, if the teacher departs on Friday morning to receive the child, the teacher will be eligible for up to ten (10) paid workdays (if personal/sick days are available) during the two (2) calendar weeks commencing Friday. If the teacher departs Friday after the workday, the teacher will be eligible for up to ten (10) paid workdays (if personal/sick days are available) during the two (2) calendar weeks commencing Saturday. Should any portion of the two (2) calendar week Adoption Leave fall during a break period, the teacher will only use paid leave for the actual workdays (if any) that fall during that two (2) calendar week period, up to ten (10) workdays. If both adoptive parents are teachers employed by the Board, either or both are eligible for and may utilize Adoption Leave during the two (2) calendar week Adoption Leave Period.
2. Upon completion of the Adoption Leave Period, the teacher may be eligible for Parenting Leave and/or Family Medical Leave consistent with Sections F and J of this Article.

3. If any teacher who is eligible for Adoption Leave requests the use of paid sick leave anytime during the four (4) calendar weeks following the Adoption Leave Period, the administration may require a physician's note explaining the specific reasons why the teacher is unable to attend work. If the administration questions the validity of the employee or child's physician's explanation, it may seek a second opinion from a physician of the Board's choosing, at the Board's cost. The second opinion may be based on review of medical records, communications with the employee or child's physician, and/or a medical examination. Any abuse of sick leave will result in disciplinary action, up to and including termination of employment.
4. Any request for paid sick leave after completion of the four (4) calendar week period referenced in paragraph three (3) above will be governed by Section C of this Article.

H. Jury Duty and Court Appearances

1. A bargaining unit member who serves as a juror shall be entitled to retain the remuneration for said service in addition to receiving his/her regular pay as a bargaining unit member. Any bargaining unit member who is called to jury duty during the school year will notify his/her building principal as soon as he/she receives a jury summons or other notice, and will work with the building principal to obtain a deferral until summer break unless a postponement until summer would alter any of the following conditions:
 - a. child care arrangements or an extra cost associated with child care
 - b. responsibilities associated with caring for sick or aging relatives
 - c. summer coursework in sequence required in an approved Master's Degree program
 - d. previously planned or paid for vacation(s).
2. A bargaining unit member who is subpoenaed to appear in court in a criminal or civil matter in which he/she is not financially interested and in which he/she is not a litigant shall receive pay for such court appearance without the use of personal leave provided that the Superintendent approves. The Superintendent's disapproval shall not be arbitrary and capricious.
3. A bargaining unit member who is directed by the Board or its administrative agent(s) to appear in court on behalf of the Board shall

receive his/her regular pay as a bargaining unit member and will not forfeit his/her personal leave.

I. Assault Leave

1. A bargaining unit member who is required to be absent due to physical injury resulting from an assault to the bargaining unit member which occurs in the course of a school-related activity, on school grounds, during school hours or at a school sponsored function, shall be eligible to receive assault leave.
2. The bargaining unit member shall supply a certificate from a licensed physician stating the nature of the disability and its duration if medical attention is required. The Board shall grant assault leave for the duration of the disability and any recuperation period, not to exceed a total of ninety (90) days, to begin with the bargaining unit member's delivering to the Treasurer a signed Assault Leave Statement (Appendix H). The Assault Leave Statement will include the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault (if known), the facts surrounding the assault, the willingness of the bargaining unit member to cooperate fully with the Board in any legal action arising from the assault.
3. While on assault leave, the bargaining unit member shall be maintained on full pay status, including all insurance fringe benefit coverage, less any payments derived from Worker's Relief benefits.
4. Assault leave shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code, or leave granted under rules adopted by the Board pursuant to Section 3319.08 of the Ohio Revised Code.
5. Bargaining unit members shall not be permitted to accrue assault leave.
6. If legal action results, said bargaining unit member shall be granted leave of his/her professional duties with no loss of pay for necessary time spent in court.
7. A bargaining unit member who is injured as a result of his/her unjustified assault shall not be eligible for assault leave.

J. Family Medical Leave

1. Eligibility

- a. 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:
 - 1) the birth of an employee's child and to care for the child;
 - 2) the placement of a child with an employee for adoption or foster care;
 - 3) to care for the spouse, child, or parent of an employee when that family member has a serious health condition;
 - 4) the employee's inability to perform the functions of the position because of the employee's own serious health condition.
- b. To be eligible for FMLA Leave, employees must:
 - 1) have been working for the Board for at least 12 months before the leave request (these do not need to be consecutive months); and
 - 2) 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.
- c. In cases in which the Board employs both the husband and wife, the total amount of FMLA is twelve (12) weeks for the couple for the birth or placement of a child.
- d. 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, consistent with paragraph e., if an employee is entitled to and takes paid sick leave for any circumstances set forth in (a)(1)-(4) above, the leave will be treated as and counted against FMLA Leave available under this Article and the employee must comply with the requirements of this Article.
- e. 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.

2. Notice

- a. The employee shall provide the Superintendent 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.
- b. 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 with no less than thirty (30) days prior written certification 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 with no less than thirty (30) days prior written certification. If there is insufficient time to provide such notice because of the need for treatment, the employee shall provide notice as early as possible.

3. Intermittent Leave and Reduced-Work Schedule

- a. 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.
- b. However, where any employee employed principally in an instructional capacity requests intermittent leave or leave on a reduced work schedule for purposes of a spouse, child, parent or the employee's own serious health condition, and where the employee would be on leave for greater than 20% of the total

number of working days in the period during which the leave would extend, such employee must elect either:

- 1) to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
 - 2) to transfer temporarily to an available alternative position (if any) offered by the Board for which the employee is qualified, and that
 - a) has equivalent pay and benefits; and
 - b) the Board determines better accommodates recurring periods of leave than the regular employment position of the employee.
- c. 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:
- 1) the employee is qualified for the position and
 - 2) the position better accommodates recurring periods of leave.

4. Leave Near End of Semester

- a. 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:
 - 1) the leave is of at least three weeks duration, and
 - 2) the return to employment would occur during the three week period before the end of the semester.
- b. If an employee begins FMLA Leave for purposes of the birth or placement of a child or 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:
 - 1) the FMLA Leave is of greater than two weeks duration and

2) the return to employment would occur during the two-week period before the end of the semester.

c. 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.

5. 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 require, at the Board's expense, that the employee obtain the opinion of a third health care provider who shall be mutually agreed upon by the employee and the Board. The third health care provider's opinion shall be final and binding regarding eligibility for an FMLA Leave.

6. 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.

7. Return to Work

a. 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 that the employee is able to resume the job functions for her/his position.

b. At the end of an FMLA Leave, the Board shall restore an employee to the same or an equivalent position within a reasonable time according to the conditions set forth in Section 4. No employee shall be entitled to any greater rights, benefits or employment beyond that to which the employee would have been entitled had the employee not taken FMLA Leave.

- c. 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 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 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.

8. 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.

K. Catastrophic Sick Leave Bank

1. Preamble

The program will be monitored closely by the Catastrophic Sick Leave Bank Committee (hereafter, the "Committee") and evaluated annually. Any decision with regard to the continuation of the program or changes to the program will be made on a consensus basis.

The Catastrophic Sick Leave Bank is funded "by the employees for employees" and is administered by the Committee, which is made up of the President of the Association, the Superintendent or designee, and the Treasurer or designee.

An application for the use of sick leave from the bank for the purpose of extending sick leave to an employee who has exhausted his/her own sick leave, personal leave, or vacation and who requires additional sick leave due to the employee's own catastrophic medical condition will be submitted to the Committee for consideration. The Committee's decision to approve or deny the application will be final, non-grievable, and the Committee will be held harmless. The participation in the Catastrophic Sick Leave Bank as either a donor or participant is voluntary.

2. Definitions

a. "Catastrophic Medical Condition"

An extraordinary debilitating or life-threatening illness or injury resulting in the employee's inability to work for a period of at least 30 continuous work days, with an anticipated need for a continued leave of 30 or more continuous work days. The employee must provide the Committee with certification from the attending physician verifying (1) the existence of such an illness or injury, (2) that the employee's inability to work for the previous 30 continuous work days was directly related to that illness or injury, and (3) the employee will be unable to return to work for 30 or more continuous work days because of that illness or injury.

b. "Participant"

Any certified or licensed employee of the District (teacher or administrator), who is approved for use of sick days donated to the Catastrophic Sick Leave Bank.

c. "Catastrophic Sick Leave Bank" (CSLB)

An escrow account of donated sick leave, reflecting 2 days "banked" for every 3 days donated.

3. Catastrophic Sick Leave Bank Guidelines

- a. The participant may not be receiving any other form of pay (e.g., worker's compensation benefits or disability benefits).
- b. The participant must have exhausted all other available paid leaves.
- c. The participant will only be eligible to withdraw from the CSLB one time during any 12 month period.
- d. The participant must complete a "Catastrophic Sick Leave Bank Request Form." At that point, the employees will be notified of the need for contributions to the CSLB.
- e. Donors will complete a "Catastrophic Sick Leave Bank Contribution Form." The donor will be notified of the number of sick leave days deducted from the donor's accrued total.

- f. Sick day contribution will not affect the perfect attendance of the contributing employee.
- g. Participants may donate sick leave days only if they have a minimum of 90 days of accumulated sick leave and may donate only days in excess of those 90 days to a maximum of 15 days per school year in increments of 3. For part-time employees, contributions must be received in increments of 6.
- h. Days shall be contributed to the CSLB and granted from the CSLB without regard to the daily rate of pay of the CSLB recipient.
- i. A participant who receives credit pursuant to this section, shall continue to receive and accrue standard sick leave and health insurance.
- j. The maximum amount of donated sick leave days that may be used by a participant shall be 60 days for any 12 month period.
- k. If a participant is incapacitated, requests for sick leave credits may be submitted by the participant's agent or a member of the participant's family.
- l. The District and the Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.
- m. Awarded/donated days will be posted to the employee by pay periods. Only those days needed will be donated, up to the amount awarded by the CSLB Committee.

4. Termination from using the Catastrophic Sick Leave Bank

- a. Termination of employment with the District
- b. Being on suspension without pay status
- c. Any abuse or misuse of the rules of this Understanding
- d. Being on any other paid leave of absence

ARTICLE XIII - PROFESSIONAL REIMBURSEMENTS

The Board shall pay necessary and reasonable expenses, including fees, meals, lodging, tolls, and transportation incurred by a bargaining unit member who attends workshops, seminars, meetings, or conferences at the request of and with the permission of the bargaining unit member's principal, the Assistant Superintendent, and the Superintendent. In order to be reimbursed for such expenses, except mileage, receipts must be presented. The Board and the Association recognize that occasionally

it is impractical to obtain a receipt; such undocumented expenses will be honored provided that they do not exceed two (2) dollars and further provided that the Superintendent approves a signed and dated statement from the bargaining unit member explaining why it was impractical to obtain a receipt.

ARTICLE XIV - SUMMER SCHOOL

An OFEA member who is interested in teaching summer school classes should so notify the Superintendent, in writing, on or before March 1st. Certified employees outside of the bargaining unit may be contracted to teach summer school if there is an insufficient number of teachers who have expressed an interest. The Board retains the right to determine the specific summer school offerings and the assignment of summer school staff. The hourly rate for summer school teachers shall be paid at a per diem rate based on the BA column, step 0 of the salary schedule.

ARTICLE XV - IN-SERVICE DAY

During the first full month of the semester preceding any scheduled in-service day, there shall be formed in each building an in-service day committee consisting of both bargaining unit members and administrators to plan the content and format of the buildings and District in-service day activities subject to review and modification by the Assistant Superintendent and the Superintendent.

ARTICLE XVI - INSURANCE

A. Health Insurance

1. The Board will provide (Single and Family) health coverage comparable to or better than the MMO Super Med Select coverage in effect as of January 1, 2003 (include dependents through age 25), for participating bargaining unit members. The Board shall pay eighty-five percent (85%) of the cost of such coverage. Changes in the insurance coverage, to take effect July 1, 2009 include:

- 30-day mental nervous/drug and alcohol benefit
- No Gatekeeper/Primary Care Physician
- 100% coverage in-network for all covered services with \$5.00 office co-pay and an in-network deductible of \$200/\$400
- Out-of-network benefits subject to a calendar year deductible of \$400/\$800, then 80/20 of the next \$5,000 and 100% thereafter.

Regularly Contracted Building Substitutes and tutors will be eligible for coverage under the same terms as classroom teachers.

2. The Board shall purchase for each bargaining unit member a 10-20-30 drug program (\$10.00 deductible – generic; \$20 deductible – formulary; \$30 deductible – legend), with a \$20-\$40-\$60 deductible for maintenance

via mail order (90-day supply – generic, formulary or non-formulary), with the Board paying 85% of the program.

B. Dental Insurance

The Board shall provide dental insurance coverage for each teacher and his/her eligible dependents which meets or exceeds the specifications below and is equal to the plan in effect for members of the bargaining unit on January 1, 2003. The Board shall pay eighty-five percent (85%) of the cost of such coverage.

Dental Specifications (16-0)

Maximum Benefits per covered person	\$3,000
Deductible - Individual	\$0 per year
Deductible - Family	\$0 per year

Co-Insurance Amounts – Out-of-Network

Diagnostic and Preventive Services	100% UCR*
Routine Dental Services	80% UCR*
Major Dental Services	50% UCR*
Orthodontic Services	50% UCR*
	(\$1,500 out-of-network lifetime maximum)

Co-Insurance Amounts – In-Network

Diagnostic and Preventive Services	100%
Routine Dental Services	90%
Major Dental Services	60%
Orthodontic Services	60%
	(\$2,000 in-network lifetime maximum)*

* UCR for out-of-network dental/orthodontia services is 90%

C. Optical Insurance

The Board shall provide optical insurance coverage for each bargaining unit member and his/her eligible dependents which provides for an annual benefit of \$400 for frames and lenses for each eligible family member, in addition to an annual eye exam and all of the benefits in effect as of January 1, 2003. The Board shall pay eighty-five percent (85%) of the cost of such coverage.

D. Life Insurance

The Board shall purchase from a carrier licensed by the State of Ohio group term life insurance for each bargaining unit member in the amount of either {1} two (2) times the teacher's salary, rounded to the nearest thousand, or {2} \$50,000, at the teacher's option. The Board shall purchase from a carrier licensed by the State of Ohio group term life insurance for each tutor working twenty (20) or more hours per week in the amount of \$22,000 or twice the eligible employee's salary, whichever is greater. The full cost of this program, and any increases, shall be paid by the Board.

E. Professional Liability

The Board shall purchase for bargaining unit members, from Nationwide Insurance Company or another carrier licensed by the State of Ohio, group professional liability insurance with the maximum limit of liability equal to the least of the following: (1) the statutory maximum purchasable for school employees by boards of education; (2) one million dollars (\$1,000,000) or (3) the maximum amount underwritten in a standard school district liability insurance policy by the Nationwide Insurance Company. The full cost of this program, and any increases, shall be paid by the Board.

F. Insurance New Bargaining Unit Members

Any newly-employed bargaining unit member shall receive all the insurance benefits to which he/she is entitled under this Agreement as of his/her first active day of employment.

G. Waiver of Insurance Coverage

Regular full-time bargaining unit members who are currently enrolled in or otherwise eligible for group health coverage under section A of this article who waive, in writing on or before October 1 of each year, the right to such insurance will receive a lump sum payment of \$1,000, which payment will be made on the first pay period following completion of that benefit year. In the event 30 full-time employees waive coverage as of October 1, the incentive will increase to \$1,500 for that school year. In the event more than 35 full-time employees waive coverage as of October 1, the incentive will increase to \$2,000 for that school year. In the event more than 40 full-time employees waive coverage as of October 1, the incentive will increase to \$2,500 for that school year. In no event will the incentive be less than \$1,000 per school year for full-time employees. Part-time bargaining unit members who similarly waive coverage will receive a pro-rata sum determined by the percentage equivalent to a full-time position. Any bargaining unit member who rescinds this waiver during the benefit year will receive no payment for the period of time in which the waiver was in effect. A

bargaining unit member who rescinds the waiver due to a change in status during the year will have the ability to be reinstated under the Board's plan. A change in status is defined as a change in marital status, death of a spouse, or loss of insurance benefits of the spouse. The Board will make the Waiver of Insurance forms available to the Association before the end of each school year. The Association will be responsible for distributing the form to eligible members. The signed form must be returned to the Personnel Office by October 1.

H. Insurance Committee

1. A long-range Insurance Committee will be established consisting of an equal number of representatives from the Association (appointed by the OFEA President), the administration, and the non-teaching employees. The Superintendent will appoint a facilitator of the committee. The committee's responsibilities include reviewing insurance costs, exploring program additions/modifications and providing timely information for the negotiations process. The committee will meet at least quarterly with individual committee members having the authority to submit agenda items. No change in the program shall occur except through the negotiations procedure as provided for in Article II or under ORC 4117.
2. During the 2011-2012 school year, the Insurance Committee will explore solutions which would result in a reduction of insurance benefits by at least \$200,000. The OFEA and OAPSE executive committees will jointly determine which solution would be presented to the Board of Education for consideration. Recommendations by the executive committees to the Board of Education will be made by March 1, 2012 for implementation by July 1, 2012.

I. Change in Insurance Carrier

The Board retains the right to unilaterally change insurance carriers on the condition that (1) any change of carrier is first discussed with the Association, (2) the change in carrier will not affect the level of existing coverage and benefits, and (3) no member of the bargaining unit shall be subject to a decrease in insurance benefits as provided by the current carrier.

J. Insurance for Part-Time Teachers

The Board will pay a pro-rata share of the health insurance coverage for each regular part-time teacher who is hired after the effective date of this Agreement for a position of at least twenty-five percent (25%) and who elects to enroll. The pro-rata share will be determined by the percentage equivalent to a full-time position specified in the teacher's contract. This provision will apply to all part-time teachers hired after December 31, 1992.

K. Coverage for Couples Employed by the Board

If a bargaining unit member's spouse is also employed by the Board of Education, the employee and spouse will only be eligible for family coverage under one of the health insurance plans offered by the Board. This in no way prohibits a spouse's ability to participate in the waiver per Section G for employees employed by the District as of July 1, 2000.

L. Voluntary Long-Term Care

Employees and their parents are eligible to purchase one of three levels of individual long-term care policies at a contractual permanent group discount of 15%.

M. Interim Income Protection

The Board shall purchase, from a carrier licensed by the state of Ohio, long-term disability insurance for any bargaining unit member with less than five (5) years of STRS service credit. The benefit will terminate when STRS service credit equals five (5) years. The full cost of this program, and any increases, shall be paid by the Board.

ARTICLE XVII - SALARY

A. The salary schedule consists of three (3) columns: B (Bachelor's Degree), V (150 semester hours, graduate or undergraduate), and M (Master's Degree).

1. Bargaining unit members shall be paid according to their training and experience as determined on the salary index (Appendix A) of this Agreement. Bargaining unit members hired on or after January 1, 1996 will require the earning of at least eighteen (18) semester hours beyond the date the BA degree was conferred for placement on Column V of the salary schedule.
2. Notwithstanding Paragraph A.1., above, teachers will not move vertically on the salary schedule for the 2011-2012 school year. (This freeze does not impact horizontal movement based on educational credits). Beginning with the 2012-2013 school year, teachers will resume movement on the salary schedule (i.e., a teacher at Step 10 with a Masters at the end of the 2010-2011 school year will remain at Step 10 for the 2011-2012 school year. Effective with the 2012-2013 school year, that teacher will move to Step 11).
3. The base salary will be \$36,677 for the duration of this agreement. (Appendix B).

4. For the 2011-2012 school year, all full time OFEA members (including tutors) will receive a one-time \$1,000 stipend, payable in two \$500 installments. The first \$500 payment will be made September 15, 2011. The second \$500 payment will be made January 15, 2012. Part-time teachers will receive a pro-rated stipend.

B. Except in special situations, credit must be earned at a "recognized school," which means a college or university which (1) is approved by the North Central Association Colleges and Schools or by one of the other regional accreditation associations and (2) is approved for the training of teachers by the State Board of Education, the State Department of Education, or the Division of Teacher Education and Certification of the State in which the college or university is located.

If credit is sought for web-based/internet and/or video/correspondence courses, the bargaining unit member must seek approval from the Superintendent or his/her designee.

Additionally, in those special situations where a bargaining unit member, because of the nature of his/her course of study and the limited course offerings available, believes a particular course offering will enhance his/her effectiveness, the teacher may submit a request for credit earned at a two (2) or four (4) year institution approved by the NCACS. The Superintendent may, at his/her discretion, approve such a request.

1. As used herein, "hours" or "hours of credit" means semester hours. One semester hour equals one and one-half (1-1/2) quarter hours.
2. Credit will be recognized only if a passing grade has been earned in a course. Failing grades, grades of unsatisfactory or non-pass, and incompletes will not be recognized.
3. Bargaining unit members who are regularly scheduled to teach on a part-time basis and who do not qualify for annual increments pursuant to Division (A) of Section 3317.13, Ohio Revised Code, will be eligible for an incremental adjustment, if the Superintendent determines that the teacher is entitled to an incremental adjustment. The Board shall grant such an adjustment upon the Superintendent's recommendation pursuant to Section 3317.14, Ohio Revised Code.
4. In cases where courses are not approved, the Superintendent/designee will provide to the bargaining unit member written reasons for the denial. The bargaining unit member may appeal the decision of the Superintendent/designee to the OFPDC for a final and binding re-consideration.

C. Blocks of Credit

1. Bargaining unit members shall be granted compensation beyond a salary level for blocks for programs related to elementary or secondary education or for approved degree programs related to the teacher's content area or areas that relate to instructional delivery or that enhance the educational process as follows:
 - a. Bachelor's Degree - \$200.00 per 5 semester (7.5 quarter) hour block to a maximum of six (6) such blocks.
 - b. V Level on Salary Schedule - \$300.00 per 5 semester (7.5 quarter) hour block of graduate credit to a maximum of six (6) such blocks, provided that these block(s) were earned concurrent with or after the teacher attained the 150 semester (225 quarter) hour level (the V level) on the salary schedule.
 - c. Master's Degree - \$450.00 per 5 semester (7.5 quarter) hour block of graduate credit to a maximum of thirteen (13) such blocks
2. An application for approval of college course(s) must be completed by the teacher and approved by the Superintendent/designee prior to college registration. Effective July 1, 2003, video/correspondence and internet/web-based courses may be approved for blocks of credit. In cases where courses are not approved, the Superintendent/designee will provide to the bargaining unit member written reasons for the denial. The bargaining unit member may appeal the decision of the Superintendent/designee to the OFPDC for a final and binding re-consideration.
3. College transcripts or other evidence of completion of all hours earned must be in the Treasurer's office by the 15th day of September, and/or the 15th day of February of any school year for compensation to be given.

ARTICLE XVIII - EXTENDED SERVICE CONTRACTS

- A. Bargaining unit members who work in their regular assignments beyond the required 184 days in the school calendar, exclusive of summer school teachers,

shall receive a supplemental contract. Extended service contract days shall be compensated at the bargaining unit member's per diem rate.

- B. Extended service contracts shall be issued for a term of not more than one (1) year, and must be renewed annually.

ARTICLE XIX – PERIOD SUBSTITUTION

- A. Bargaining unit members who substitute for absent bargaining unit members during the school day shall be compensated in either of the following manners:
 - 1. Twenty dollars (\$20) for a substitution during the bargaining unit member's planning period.
 - 2. Fifteen dollars (\$15) for a substitution (a) during the bargaining unit member's duty assignment, (b) to both bargaining unit members where one bargaining unit member is removed from a two-bargaining unit member supervised study hall, and/or (c) where an additional group of students is added without additional supervision to a study hall.
- B. Bargaining unit members who volunteer will be the first to be asked to substitute.
- C. The principal may assign substitutes if no volunteers are available. The assigning of substitutes shall be on a rotational basis among available teachers.

ARTICLE XX - SEVERANCE PAY

- A. A bargaining unit member employed by the Board who has completed a total of at least ten (10) years of service with the Olmsted Falls City School District, the State of Ohio, or any other political subdivision of the State, may elect at the time of retirement from active service to be paid for one-fourth (1/4) of the value of his/her accrued but unused sick leave credit to a maximum of ninety (90) days effective July 1, 1999. The word "retirement" shall mean service retirement under the State Teachers Retirement System of Ohio. The rate paid shall be the per diem rate of the bargaining unit member's contract in effect at the time of retirement excluding supplementals under Article XXV. Payment on this basis shall be considered to eliminate all accrued sick leave credit and such payment shall be made only once to any bargaining unit member.
- B. In addition, any teacher who, at the time of retirement as defined in Section A, has accumulated more than three hundred sixty (360) days of unused sick leave, will be paid an additional lump-sum at the rate of forty (\$40) dollars per day for each unused sick leave day accumulated beyond three hundred sixty (360) days, as certified by the Treasurer.

- C. The bargaining unit member must present satisfactory evidence to the Treasurer that he/she has been accepted for retirement benefits by the State Teachers Retirement System. After approval of this evidence, the Treasurer will cause a lump payment to be deposited into the 403(b) Special Pay Plan within a period of thirty (30) days. If any severance pay remains after the total maximum amount allowable has been deposited into the 403(b) Special Pay Plan, that excess shall be deposited into the 403(b) Special Pay Plan no later than January 31st of the year following the initial severance payment deposit.
- D. Any bargaining unit member who dies prior to severing employment, who would otherwise have been entitled to a severance payment, shall be deemed to have severed employment the day preceding his/her death. Said severance payment shall then be paid to his/her surviving spouse or, if there is no spouse, to his/her estate in the manner as prescribed by law. Such payment shall be deposited into the 403(b) Special Pay Plan within a period of thirty (30) days. If any severance pay remains after the total maximum amount allowable has been deposited into the 403(b) Special Pay Plan, that excess shall be deposited into the 403(b) Special Pay Plan no later than January 31st of the year following the initial severance payment deposit.

E. Retirement Incentive

Any teacher who has not been eligible to retire prior to July 1, 2003 under the State Teachers Retirement System (STRS) pursuant to Ohio Revised Code Section 3307.38 and any applicable STRS regulations and who becomes eligible during the life of this Agreement will be eligible for a retirement incentive of One Thousand Two Hundred Dollars (\$1,200) for each year of STRS service up to a maximum of thirty (30) years, if the teacher retires at the end of the school year in which the teacher first becomes eligible. If an eligible teacher has not yet completed thirty (30) years of service and does not retire at the end of the school year in which the teacher first becomes eligible, [e.g., at age 55 with twenty-five (25) years of service or age 60 with five (5) years of service], the teacher will have one more opportunity to take advantage of this incentive by retiring at the end of the school year in which the teacher completes thirty (30) years of service. This incentive, combined with any severance pay entitlement calculated in accordance with Sections A and B above will be paid in three (3) installments over a period of three (3) years, with any lump sum severance pay to be issued within thirty (30) days of the effective date of the teacher's retirement; fifty percent (50%) of the retirement incentive to be payable one (1) year following the teacher's effective retirement date, with the remaining fifty percent (50%) to be paid two (2) years after the effective date of retirement. To be eligible for this incentive, the teacher must submit a resignation on or before March 1 of the school year in which the teacher first becomes eligible to retire and must retire no later than June 30 of that school year. The teacher seeking this retirement incentive is responsible for insuring the Board has accurate information regarding the teacher's service credit. The Board will provide a courtesy reminder of a

teacher's eligibility for this incentive by December 15 of the school year in which the teacher is first eligible for retirement. This courtesy does not impact the teacher's notice requirements.

If any provision of this Section is held unlawful by a court of competent jurisdiction, then this entire Section shall automatically be null and void from that date forth, and no teacher who retires after the date of the court's judgment shall be eligible for any retirement supplement.

F. 403(b) Special Pay Plan

Retiring members of the bargaining unit will have the total amount that otherwise would be payable to them as severance pay and/or retirement incentive under Article XX, Severance Pay, mandatorily paid into an annuity contract referred to as the "403(b) Special Pay Plan." The terms of the 403(b) Special Pay Plan include the following:

1. Participation in the 403(b) Special Pay Plan (collectively the AIG VALIC Special Pay Plan) shall be mandatory for any bargaining unit member actively employed on or after January 1, 2006, who would be entitled to severance pay and/or a retirement incentive (if applicable) under Article XX, Severance Pay.
2. An employer contribution shall be made on the behalf of the retiring teacher under the 403(b) Special Pay Plan in an amount equal to the lesser of:
 - a. The total amount of the Participant's severance pay and/or retirement incentive (if applicable) in accordance with Article XX.
 - b. The maximum contribution amount allowable under the terms of the 403(b) Special Pay Plan.
3. The required retirement incentive contribution (if applicable) to the 403(b) Special Pay Plan shall be made within the timeframe described in Article XX, Sections C or D, whichever is applicable.
4. If after the timelines for severance and retirement incentive (if applicable) disbursements are exhausted, there is a remaining excess, it shall be paid in cash to the retiring bargaining unit member.
5. A bargaining unit member who is a participant in the 403(b) Special Pay Plan shall complete the AIG VALIC enrollment forms; and unless and until a bargaining unit member does so, no contribution of severance pay shall be made to the 403(b) Special Pay Plan on behalf of the bargaining unit member.

6. If a bargaining unit member is entitled to have a contribution paid to the 403(b) Special Pay Plan and dies prior to such contribution being paid to the 403(b) Special Pay Plan, the contribution shall nevertheless be paid to the 403(b) Special Pay Plan and then be paid to a Beneficiary of the bargaining unit member in accordance with the terms of the 403(b) Special Pay Plan.
7. The Plan year of the 403(b) Special Pay Plan shall be from January 1st through and including December 31st, with the first Plan year beginning January 1, 2006.
8. After adoption of the 403(b) Special Pay Plan, any administrative fees shall be borne by the 403(b) Special Pay Plan Participants.

All contributions to the 403(b) Special Pay Plan, all deferrals to a TSA, and all check payments to bargaining unit members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with the 403(b) Special Pay Plan, deferrals to a TSA, or check payments made to a teacher.

If for any reason the statute and/or rules and regulations pertaining to 403(b) plans should change so as to cause potential harm to members of the Association, the Board and Association agree to immediately bargain the effects of such changes.

ARTICLE XXI - MILEAGE REIMBURSEMENT

Bargaining unit members whose assignments require the use of their personal vehicles for travel will be compensated at the maximum IRS rate that does not require reporting such reimbursement as income for federal tax purposes. Adjustments to this rate shall be made as communicated by IRS. In no case shall adjustments be made retroactive.

ARTICLE XXII - PAY PERIODS

A. Pay Procedure

Salary payments for employees hired prior to January 1, 1999 shall be made in either 24 equal installments or 20 equal installments beginning on or about September 15 of each school year and ending, for those on the 24-payment plan, on or about August 30 of the next succeeding school year. Any employee hired on or after January 1, 1999 will be paid in 24 equal installments.

Staff members who were employed prior to January 1, 1999 shall elect their option for salary payments in writing to the office of the Treasurer not later than

August 10 to commence with the next succeeding payroll year and, once having made the election, the election cannot be changed for the balance of that school year.

B. Direct Deposit

Bargaining unit members hired prior to January 1, 1999 shall have the option of having their pay deposited in the Berea School Employees Credit Union or any financial institution which is a member of the ACH (Automatic Clearing House) and can accept wire transfers. Direct deposit will be initiated upon notification to the Treasurer through submission of a direct deposit form and a voided check or copy of a cancelled check, blank deposit tickets with proper coding, routing, transit and account numbers. Such elections must be made to the office of the Treasurer not later than August 10 to be effective for the succeeding payroll year and, once having made the election, cannot be changed for the balance of that year. Any employee hired on or after January 1, 1999 shall have his/her pay deposited directly in accordance with this section. The Treasurer will make such direct deposit on the same day that payroll checks are issued to other members of the bargaining unit.

ARTICLE XXIII - PAYROLL DEDUCTIONS

A. Mandatory Salary Reduction Pick-Up Plan

1. For the purpose of establishing an employee's federal and state taxable income, the Treasurer will report a reduction in salary to the Internal Revenue Service in the amount equivalent to the employee's annual contribution paid to the State Teachers Retirement System.
2. The Board's contribution to the State Teacher's Retirement System, and hence the employee's salary for retirement purposes, shall be based on each employee's total wages prior to the reduction described in item 1 above.
3. By state law, the employee's taxable income for local income taxes must be based on total wages prior to the reduction described in item 1 above.

B. Payroll Deduction

A bargaining unit member may request payroll deductions for OFEA, NEOEA, OEA, and NEA dues, the Berea Schools Employees Credit union, United Way, tax-sheltered annuities ("TSA's") as governed by Board of Education policy, the Ohio Deferred Compensation Plan (457 Plan), OEA-FCPE, and other deductions mutually agreed upon by the Association and Board. These deductions shall be provided in accordance with established procedures. In the event any employee's contributions to a 403(b) or 457 Plan or TSA exceed the IRS

Maximums, the employee will hold the Board harmless and will reimburse the Board through payroll deductions for any liability or penalty imposed upon the Board by the IRS.

C. Association Dues Deductions

Dues of the associations listed in Section B shall be deducted in ten (10) equal monthly payments beginning in October. This applies to both teachers and tutors. Tutors shall be deducted in nine (9) equal monthly payments beginning in October. These dues shall be transmitted to the appropriate association treasurer each month.

Dues deduction authorization shall continue until such time as the individual gives written notice to the Association to discontinue such deductions or until employment with the Board terminates.

Each teacher who leaves employment or takes a Board-approved unpaid leave will have his/her remaining dues deducted from his/her last paycheck.

The list of continuing members and authorization forms for yearly members shall be forwarded by the Association to the Board Treasurer's office by October 1 of each year. Additional names shall be forwarded as soon as possible for members who join after October 1 of each year. Notification requesting the discontinuance of continuing membership and/or dues deductions must be presented in writing to the Board Treasurer between September 1 and September 15.

Dues deductions shall be made in accordance with Board policy and procedure. The Association President and the Association Treasurer shall be notified immediately in writing when any Association dues deduction is discontinued.

D. Hold Harmless

If for any reason the Board fails to make a deduction for any employee as provided above, it shall make that deduction from the employee's next pay in which such deduction is normally made after the error has been called to the Treasurer's attention in writing by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure and out of or by reason of action taken in reliance upon authorization forms submitted for Association dues deductions. The Association agrees to assume full responsibility for correcting any and all errors arising out of the dues deduction process.

All payroll deductions shall be at no cost to the bargaining unit member or any association.

E. Section 125 Plan

1. Employees will be offered the opportunity to receive information about this option. It is understood that each individual's unique circumstances may make this Section 125 Plan more or less attractive as an option.
2. Start-Up - There will be no on-going or direct start-up costs to the BOE.
3. Third-Party Administrators - The parties agree that the BOE shall have the sole authority to select and contract with a Third-Party Administrator to manage and administrate the Section 125 Plan.
4. Administrative Charges - The parties agree that for the initial contract period, the monthly administrative charges would be \$1.00 per employee per month for the Premium Pass-Through Option only and \$3.50 per employee per month for the Medical Reimbursement Account and/or the Dependent Care Account. For the initial contract period, the maximum cost per employee for any combination of options would total \$3.50 per month.
5. Employee Paid Charges - The parties agree that those employees who enroll in the Section 125 Plan will be charged for administrative fees through payroll deduction.
6. Enrollment - To enroll, an eligible employee shall also be required to execute a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the employee's effective date of participation.
7. Termination of Participation - A participant shall no longer participate in this Plan upon the occurrence of any of the following events:
 - a. His termination of employment;
 - b. His death;
 - c. The termination of this Plan.
8. Termination of Employment - If a participant terminates employment with the employer for any reason other than death, his participation in the Plan shall be governed in accordance with the following:
 - a. With regard to the Dependent Care Assistance Program, the participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such participant may submit claims for employment related Dependent

Care Expense reimbursements for the remainder of the Plan Year in which such termination occurs, based on the level of his Dependent Care Assistance Account as of his date of termination.

- b. With regard to the Health Care Reimbursement Plan, the participant's participation in the Plan shall continue for the remainder of the Plan Year in which such termination occurs. The participant may continue to seek reimbursement from the Health Care Reimbursement Fund and shall be required to make contributions to the fund based on the elections made prior to the beginning of the Plan Year. However, such contributions after termination of employment shall be payroll deducted in a lump sum from the participant's final pay. If termination from the Plan is due to non-renewal of the employee's contract, death or involuntary termination, the employer will fund the participant's account based on the elections made prior to the beginning of the Plan Year.
9. Death - If a participant dies, his participation in the Plan shall cease. However, such participant's beneficiaries, or the representative of his estate, may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. A participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the administrator may designate the participant's spouse, one of his dependents or a representative of the estate.
 10. Salary Redirection - Benefits under the Plan shall be financed by Salary Redirection sufficient to support benefits that a participant has elected hereunder and to pay the participant's premium expenses. The salary administration program of the employer shall be revised to allow each participant to agree to reduce his pay during the Plan Year by an amount determined necessary to purchase the elected benefit. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the participant's elections made.

ARTICLE XXIV - INCENTIVE FOR PERFECT ATTENDANCE

The Board will pay any bargaining unit member who has not been absent for any sick leave and/or personal leave and/or any unpaid leaves for the entire quarter of a school year, a bonus of one-half (1/2) day's pay (B-0 salary times index factor divided by 184); the

bonus of qualifying part-time bargaining unit members will be adjusted in accord with the fraction of full-time service for which the part-time bargaining unit member is employed. This bonus will be paid by the Treasurer no later than July 30th following the school year in which the perfect attendance was achieved.

ARTICLE XXV – SUPPLEMENTALS/STIPENDS

A. Curriculum Writing/Instructional Projects

For purposes of this article, curriculum writing is the initial development or major revision of courses of study. Instructional projects are one (1) time activities of a limited duration with a specific outcome relating to the teaching/learning process. Special instruction projects must have the approval of the Superintendent.

1. Bargaining unit members who function as members of curriculum writing committees and other bargaining unit members whose task is the revision or development of courses of study shall be compensated in accordance with the following schedule:

Levels

- a. \$ 60
- b. \$150
- c. \$240
- d. \$330
- e. \$420
- f. \$480

2. Placement on this schedule shall be made by the Assistant Superintendent in accordance with the scope of the project.
3. Completed curriculum work must meet the approval of the Assistant Superintendent and the resulting courses of study must be completed to satisfy the standards of the Ohio Department of Education. Upon satisfactorily achieving special instructional targets, the Assistant Superintendent will approve compensation.
4. Placement on the above schedule is not subject to the grievance procedure included herein.

B. Adjustments

The Superintendent and the OFEA President will mutually agree in writing through a memorandum of understanding to the creation of any new supplemental/stipend and to any minor additions, modifications, and deletions to the schedule of stipends or supplemental salary offerings and/or categories.

Distribution of any memorandum of understanding to the OFEA membership will be the responsibility of the OFEA. Any disputes arising under this Article will be addressed by the Superintendent and will not be subject to the grievance procedure.

C. Unpaid Pilot Programs/New Supplementals or Stipends

Bargaining unit members who have an interest in creating a new supplemental or stipend opportunity may indicate such interest by applying in writing to the building principal. The written application shall describe in detail the new supplemental/stipend concept. Upon receipt of the written application, the building principal will review and offer suggestions to the bargaining unit member. If agreement is reached by the principal and teacher, they will present the final proposal to the Superintendent/designee for his/her consideration.

The Superintendent/designee will confer with the OFEA President regarding the submitted written application and the parties shall agree to one of the following:

- acceptance and implementation of the new supplemental/stipend;
- rejection of the new supplemental/stipend; or
- creation of an unpaid pilot program

Subject to favorable annual review and by written mutual agreement of the Superintendent and the OFEA President, a pilot program may become a supplemental or stipend listed in Sections G or H of this Article.

D. Pre-employment Commitments

Effective May 31, 1999, any new bargaining unit member who agrees to accept one or more supplemental contracts will sign a pre-employment commitment of no more than three (3) years.

In the event of a mutual agreement to resign from the commitment or if circumstances occur which would alter the member's ability to continue the commitment during the term of the pre-employment agreement, the agreement shall be set aside. Examples of such circumstances include, but are not limited to: Illness or disability of the employee or of the employee's immediate family; an approved leave of absence; the reduction in force of the employee; a change in building assignments; a personal tragedy in the immediate family; or documented deficiencies. The bargaining unit member will meet with the Superintendent or designee to discuss the specific reasons for being released from the commitment.

The OFEA, through its President or designee may, upon request, review and examine the terms of the pre-employment commitment.

No adverse action will be taken should the member need to set aside the commitment or opt not to continue in the supplemental position after the initial three (3) year commitment.

- E. Annually, the Board of Education shall denote any changes to and shall publish the "Supplemental Salary/Stipend Categories" found in this Article (Sections G & H). Nothing in this Article shall be construed to require the Board to create or to fill any supplemental contract position.
- F. For the 2011-2012 school year, compensation on the supplemental index and salary schedule (Appendix M) will be frozen. Teachers who are eligible to move on the supplemental index beginning with the 2012-2013 school year will not be "caught up" for the period in which the teacher was frozen (i.e. a supplemental contract holder in Group A with two years experience will remain at Step 2 for the 2011-2012 school year. That same supplemental contract holder will move to Step 3 on the supplemental index effective with the 2012-2013 school year.)

G. SUPPLEMENTAL SALARY/STIPEND CATEGORIES AS OF JULY 1, 2011

<p>GROUP A Band Director (Marching Band & Summer Band) Head Boys Basketball Coach Head Football Coach Head Girls Basketball Coach Head Wrestling Coach</p> <p>Group B Head Baseball Coach Head Softball Coach Head Track Coach (Boys & Girls) Head Volleyball Coach Trainer</p> <p>Group C Assistant Athletic Director Assistant Boys Basketball Coach Assistant Football Coach Assistant Girls Basketball Coach Assistant Wrestling Coach Athletic Events Supervisor Head Soccer Coach (Boys & Girls) Head Swim Coach Newsletter Editor</p> <p>Group D 9th Grade Boys Basketball Coach 9th Grade Football Coach 9th Grade Girls Basketball Coach 9th Grade Wrestling Coach Assistant Band Director (Marching Band & Summer Band) Head Cross Country Coach (Boys & Girls) Yearbook Advisor</p> <p>Group E 9th Grade Baseball Coach 9th Grade Softball Coach 9th Grade Volleyball Coach Assistant Baseball Coach Assistant Soccer Coach (Boys & Girls) Assistant Softball Coach Assistant Swim Coach Assistant Track Coach (Boys & Girls) Assistant Volleyball Coach Department Head Proficiency Dramatics/Stagecraft Advisor Forensics Advisor Head Cheerleading Advisor Head Gymnastics Coach Head Golf Coach Head Hockey Coach Head Tennis Coach (Boys & Girls) Middle School Events Coordinator Middle School Student Activities Coordinator News Magazine Club Advisor Lead Mentor</p>	<p>GROUP F 7th-8th Grade Basketball Coach 7th-8th Grade Football Coach 7th-8th Grade Softball Coach 7th-8th Volleyball Coach 7th-8th Wrestling Coach Assistant Cheerleading Advisor (HS) Assistant Cross Country Coach Assistant Hockey Coach Assistant Tennis Coach Department Head Drama Club Director (MS) Early Intervention Testing</p> <p>GROUP G 7th-8th Grade Asst. Softball Coach 7th-8th Grade Cross Country Coach 7th-8th Grade Track Coach 6th-7th-8th Grade Instructional Leaders (4) 7th-8th Grade Homework Club Activity Sponsor Art Club Advisor Assistant Golf Coach (Boys & Girls) Builder's Club Advisor Cheerleading Advisor (MS) Computer Coordinator (HS/MS) Elementary Instrumental Director Elementary Media/Computer Facilitator K-5 Elementary Grade Level Leaders Ensemble and Additional Music Group Director (MS) Fitness Coach Intramural Director (MS Boys & Girls) Key Club Advisor Literary Club Advisor Student Council Advisor (HS) Traffic Control A Vocal Director Wood Shop Club Advisor</p> <p>GROUP H Academic Club Advisor Assistant Dramatics/Stagecraft Advisor District Football Coordinator District Basketball Coordinator District Volleyball Coordinator District Wrestling Coordinator Drill Team Advisor Intramural Director (HS) K-Kids Club Advisor Photography Club Advisor (MS) Solo and Music Ensemble (HS/MS) Student Council Advisor (Fitch) Student Council Advisor (MS) Traffic Control B</p>	<p>GROUP I Assistant Intramural Director (MS Boys/Girls) Bowling Coach Counselor for IAT (if on more than 1 team) Director of Private Music Instruction Education Specialists for IAT (if on more than 1 team) Faculty Manager – Fall, Winter, Spring High School Weight Room Supervisor (Fall, Winter, Spring) Industrial Arts Club Advisor Jazz Band Director (HS & MS) Junior Class Advisor Newspaper Advisor Pep Band Percussion Ensemble Director (MS) Senior Class Advisor Ski Club Advisor (HS) (MS) Writing Club Advisor Youth Program Activities Coordinator (1-8) After School Activities Director Enrichment (1-8) Basketball (1-8) Flag Football (1-8) Volleyball (1-8) Wrestling (1-8)</p> <p>GROUP J Chess Club Advisor (MS) Elementary Music Director Future Teachers of America Advisor Grade 4-5 Elementary Newspaper Advisor National Honor Society Advisor Speech Therapist for IAT (if on more than 1 team)</p> <p>GROUP K Exam Coordinator International and Multicultural Club Secondary Teacher member for IAT Teacher, Speech Therapists, Counselor, Education Specialist for IAT</p> <p>K-5 Homework Club - \$300 (for 12 weeks, 2x per week) K-5 Noontime Duty - \$500</p>
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H. Student-related Stipends – 2011-2014 School Years

Art Show	400.00
Athletic Event Game Day – Level II	20.00
Athletic Event Game Day – Level II	25.00
Athletic Event Game Day – Level III	30.00
Athletic Event Game Day – Level IV	35.00
Athletic Event Game Day – Level V	40.00
Athletic Event Game Day – Level VI	45.00
Athletic Event Game Day – Level VII	50.00
Assistant Academic Coach - (HS)	1,000.00
Assistant Academic Coach - (MS)	500.00
Assistant Cheerleading Coach \$125 (.50 of \$250 – not to exceed 6 competitions)	750.00
Assistant Forensics Advisor	1,000.00
Assistant Publications Supervisor	1,500.00
Bus Duty	
Falls Lenox (4) (before and after school)	1,833.00 (per)
Intermediate School (1) (before and after school)	500.00 (per)
Middle School (2+) (before or after school)	500.00 (per)
Business Director – Fall Play	750.00
Business Director – Spring Play	1,500.00
Choreographer – Spring Play	500.00
District I.D. Coordinator	1,500.00
District LPDC/Web Facilitator	1,500.00
Drug Free Grant Coordinator	1,000.00
Family Literacy/Math/Science Night	4,000.00
French Club Advisor	500.00
Gifted Coordinator (.2)	2,500.00
Jump Rope Club	350.00
Math Club Advisor	450.00
Music Director – Spring Play	1,500.00
North Central Building Chairperson	1,000.00
North Central Target Chairperson	400.00
Northeast Ohio Academic League Advisor	1,000.00
OFPDC Committee (BA-0 times .06)	2074.32
On-line Creative Writing Instructor, \$1,000 per semester, 2 semesters	2,000.00
Primary Art Show	500.00
Professional Development (Summer)	100.00 per day
SADD	2,000.00
Science Olympiad Advisor	450.00
Stage Technician – Spring Play	1,500.00

Step Program & Professional Development	BA-0 per hour
Student of the Month	500.00
Technical Director – Fall Play	1,000.00
Washington D.C. (18 total)	90.00 per day
Youth Basketball Coordinator	1,200.00

ARTICLE - XXVI TUTORS

- A. Tutors, as identified under Article I, subsection C, are certificated/licensed hourly employees hired on an as-needed basis. Tutors who have been employed five or fewer years will be employed under one year limited contracts. Beginning in year six, tutors will receive two year limited contracts. Tutors work with small groups of students and/or individuals and their positions are primarily funded by sources other than the general fund.
- B. Tutors are employed by the Board of Education are not eligible for consideration or receipt of continuing teaching contracts. Tutors whose limited contracts are not renewed for the coming school year for reasons other than performance and who hold the appropriate certificates/licenses will be reemployed for positions which become available on the basis of seniority among all such tutors. Tutors will receive in writing no later than two weeks after the final work day of each year their tentative assignment for the next school year. Tutors' seniority will be maintained in the same manner as in Article XI, E, but shall only apply among tutors.
- C. Tutors shall report to their building principal who is the immediate supervisor and responsible for scheduling and evaluating tutors. All tutors will be evaluated in the same fashion as limited contract teachers employed more than three (3) years.
- D. Tutors shall be granted fifteen (15) paid sick days per year, for personal illness or illness or death in the immediate family accumulated at the rate of one and one-quarter (1-1/4) days for each month of service. Accumulation of sick days shall be unlimited.
- E. Consistent with the personal leave procedures set forth in Article XII. B., tutors who are scheduled for twenty-five (25) hours or more per week are eligible for three (3) days of non-cumulative paid personal leave each school year as defined in Article XII. Tutors who are scheduled less than twenty-five (25) hours per week are eligible for two (2) days of non-cumulative paid personal leave each school year. Except for emergencies beyond the tutor's control, a request for personal leave must be made at least five (5) days in advance. Any unused personal leave days at the end of the school year shall be converted to unused accumulated sick leave at the rate of one-half (1/2) sick leave day per unused personal leave day by the end of July of each year. Alternatively, the employee

may elect a cash sum for each unused personal leave day calculated at the tutor's daily rate.

- F. Tutors shall receive five (5) minutes of duty-free preparation time for each hour worked.
- G. Tutors will be treated in the same fashion as other teaching employees in the event of a calamity day.
- H. Tutors will be considered for teaching vacancies in the same manner as other certificated/licensed employees. Written notice of bargaining unit positions which are newly created or become vacant, including positions filled during the school term by substitute teachers, shall be posted for a minimum of ten (10) days (1) in the Board office, (2) in all school buildings, (3) on the Board's website, and (4) via District email. Bargaining unit members interested in such positions may submit a written letter of interest. During summer vacation, notice of teaching vacancies will also be given via the District voicemail and will be mailed to employees who have specifically requested notice by regular first class mail. Such positions may be filled within five (5) days of the posting of the vacancy in the Board office.

I. Compensation

Tutors will be paid at an hourly rate on the following schedule:

1. First year of employment: .00055 of the teachers' base salary (BA column, step 0).
2. Second year of employment: .0006 of the teachers' base salary (BA column, step 0).
3. Third year of employment: .00065 of the teachers' base salary (BA column, step 0).
4. Fourth year of employment: .0007 of the teachers' base salary (BA column, step 0).
5. Fifth year of employment and beyond: .00075 of the teachers' base salary (BA column, step 0).
6. Tutors shall be compensated for all time between their report to work time and the time they leave work at the end of the workday. Any time worked beyond the regular work day must be pre-approved by the building principal and will be compensated at the tutor's prorated per diem rate of pay. Tutors will not be eligible for compensatory time.

7. Tutors shall be granted compensation beyond a salary level for blocks for programs related to elementary or secondary education or for approved degree programs related to the tutor's content area or areas that relate to instructional delivery or that enhance the educational process as follows:
 - \$200 per 5 semester (7.5 quarter) hour block to a maximum of ten (10) such blocks
 8. Upon completion of fifteen years in the district, a tutor will receive an annual longevity stipend of \$500. Upon completion of twenty years in the district, a tutor will receive an annual longevity stipend of \$750. Upon completion of twenty-five years in the district, a tutor will receive an annual longevity stipend of \$1,000.
- J. Tutors who work at least six (6) hours per day will be considered to be full-time employees and shall be provided full participation in the Board's health insurance programs and waiver option, consistent with Article XVI. Tutors employed less than full-time shall be eligible for participation in the health insurance provisions on a pro-rata basis.

ARTICLE XXVII - MANAGEMENT RIGHTS

The Board retains and reserves those rights of management as set forth in R.C.4117.08(C)(1)-(9), except where modified by this Agreement.

ARTICLE XXVIII - WORKING CONDITIONS

A. Complaints

1. If an administrator receives a complaint about a teacher, the administrator shall advise the complainant to discuss the matter with the teacher and give the teacher the opportunity to correct any possible error or misunderstanding. Either the teacher or the complainant may request the administrator be present. If the complainant refuses to discuss the matter with the teacher, then the administrator may set up a meeting involving the complainant and/or the teacher as well as the administrator to attempt to resolve the issue. If the complainant refuses to give his/her name or refuses to attend the aforementioned meeting, then the complaint will not be placed in the bargaining unit member's official personnel file. Nor will disciplinary action be taken based on an anonymous complaint that has not been substantiated through an investigation.
2. Any complaint shall be brought to the teacher's attention if it is of major importance, or which may become part of the personnel file. An anonymous complaint may lead to an investigation, but the anonymous complaint cannot become part of the official personnel file. If a complaint

becomes a part of the official personnel file of the teacher, the teacher shall have the opportunity to rebut the complaint in writing.

B. Mentoring and Entry-Year Committee

1. Philosophy

The Entry-Year Program for new teachers has been established to promote a sharing of information and expertise between a Mentor and those new to the District or those who have had a substantive change of assignment. The Mentor Program will help teachers grow professionally and receive needed professional and personal support.

Except as specified herein, the Entry-Year Mentoring Program Handbook (Handbook) will serve as the framework for the implementation of the Mentoring Program. In the event that changes to the Handbook become necessary, a Mentoring and Entry-Year Committee will be re-established. The Association will appoint one bargaining unit member from each building to work with the Superintendent and his/her designee(s).

The Superintendent or his/her designee(s) will provide copies of the Entry-Year Mentoring Program handbook to be kept in each building's media center and principal's office. Each appointed Mentor will be provided with a copy of the Handbook.

2. Definitions

a. Lead Mentor

A teacher responsible for coordinating and organizing the Mentoring Program

b. Tier I Definitions

1) Entry-Year Teacher (EYT/Mentee)

Any individual who:

- is employed full-time in the same assignment under a provisional license in his/her area of licensure
- holds a vocational license under the twenty-four (24) hour semester pre-service preparation program
- taught out of state less than three (3) years in their area of preparation

2) Mentor

An experienced bargaining unit member trained in Pathwise and Mentoring who volunteers or where no volunteer is available, is assigned to provide professional support to an EYT.

c. Tier II Definitions

1) New-to-the-District Teacher (NDT/Mentee)

Any individual who has taught in another district(s) but is new to the Olmsted Falls District.

2) New-to-Assignment Teacher (NAT/Mentee)

Any individual who has had a substantive change in his/her teaching assignment

3) Mentor

Any experienced bargaining unit member trained in Mentoring who is selected to provide professional support to an NDT or an NAT

3. Guidelines

a. Training and Release Time

- 1) Tier I Mentors will receive Pathwise and Mentoring training at the expense of the District. Refresher courses will be provided as necessary.
- 2) Tier II Mentors will receive Mentoring training at the expense of the District.
- 3) Tier I Mentors shall be granted release time as stated in the Entry-Year Mentoring Program Handbook.

b. Confidentiality

- 1) Mentors shall communicate directly with the Mentee and shall hold all information in strict confidence. All documentation and interaction, written and verbal, between

the Mentor teacher and the Mentee shall be confidential information.

- 2) The Lead Mentor shall communicate directly with the Mentor and/or Mentee and shall hold all information in strict confidence. All documentation and interaction, written and verbal, between the Lead Mentor and the Mentor and/or Mentee shall be confidential information.

c. Evaluation/Employment

- 1) No Mentor/Lead Mentor shall participate in a formal/informal contractual evaluation of a Mentee and vice versa.
- 2) No Mentor/Lead Mentor shall be directed, required, or requested to make any recommendation regarding the employment of a Mentee and vice versa.
- 3) The regular evaluation for the Mentor/Lead Mentor or Mentee shall not in any way be affected by involvement in the Entry-Year Program.
- 4) Results of the Praxis III Assessment shall not affect re-employment of an EYT. Evaluations of EYTs shall be conducted in accordance with the provisions in the collective bargaining agreement. However, any EYT who does not successfully complete the Entry-Year Program within two (2) school years will no longer be employed by the Board. In that event, the EYT will not be entitled to any rights or procedures under this Agreement or applicable state law, including rights or procedures governing non-renewal or termination of contract. This provision expressly supersedes ORC 3319.11, 3319.111, or 3319.16.
- 5) The Mentor shall not be held personally liable for the EYT's failure to pass the Praxis III Assessment.

d. Selection Process

All candidates for Mentor/Lead Mentor positions shall meet the eligibility criteria as stated in the Entry-Year Mentoring Program Handbook.

1) Mentor

- a) A bargaining unit member willing to serve as a Mentor for the forthcoming academic year will submit his/her name in writing to the building principal(s) on or before May 1st.
- b) The Superintendent or his/her designee shall create a District-wide list of volunteers by building by May 15th.
- c) Building principal(s) will create an appropriate match of Mentor and Mentee. If no qualified volunteer is available from the building list, a trained Mentor shall be appointed by the principal with input from the Lead Mentor.
- d) Efforts shall be made to house Mentors in the same building, grade level and/or subject area.
- e) Except in extenuating circumstances, a Mentor shall only be assigned one EYT per year and the Lead Mentor will not be assigned a Mentee.
- f) All qualifications being equal, OFEA members will be given first priority to become Mentors.
- g) The Assistant Superintendent will compile a current list of Mentors and Mentees and forward it to the Lead Mentor as soon as the assignments are completed. This list shall be updated as necessary throughout the school year.
- h) The Lead Mentor will provide a list to the OFEA President.
- i) In the event of irreconcilable differences, the Mentor and Mentee shall meet with the Lead Mentor for dispute resolution. If the conflict cannot be resolved, the Assistant Superintendent will assign a new Mentor. Compensation will be pro-rated.
- j) If at the conclusion of the first year, the EYT does not pass the Praxis III Assessment, he/she will continue in the Mentoring Program with a new Mentor.

2) Lead Mentor

- a) The Lead Mentor position shall be posted no later than April 1st each year.
- b) A bargaining unit member willing to serve as Lead Mentor for the forthcoming academic year will submit a letter of interest to the Assistant Superintendent on or before April 15th. The Assistant Superintendent shall select a Lead Mentor from the list of candidates by May 1st.
- c) The Assistant Superintendent may select additional Lead Mentors from the list of candidates as needed. Each Lead Mentor shall receive full compensation.

4. Compensation

- a. The Lead Mentor shall be compensated at Group E of the Supplemental Salary Schedule on the appropriate step.
- b. Tier I Mentors shall be compensated with a \$2,500 stipend.
- c. Tier II Mentors shall be compensated with a \$650 stipend.

C. Teacher Safety

- 1. The Board, Administration, and bargaining unit members recognize the need for safety in the schools. Therefore, they agree that in order to ensure a safe environment in which to work, there will be a Zero Tolerance Policy for teacher assault, consistent with the applicable Student Code of Conduct, Board policy and federal and state laws governing the education, placement, and discipline of students (e.g., ORC 3313.66; 3323.01, et seq., IDEA, 20 USC Section 1401, et seq., and Section 504).
- 2. Measures will be taken to maintain a safe building which is secure and adequately monitored. Visitors to the building will be required to sign in. Representatives of the OFEA are invited to participate on building safety committees to review current safety procedures and make recommendations. Minutes of the building safety discussions will be available.

D. Class Size

The administration will strive to not exceed an academic class size of 24-27 students in grades 9-12, 27-30 students in grades 6-8; 24-27 students in grades 4-5; and, 23-25 students in grades K-3. If the academic classes (inclusive of health, technology, home arts, art, and general music, but exclusive of team teaching/inclusion classes and band, choir, or physical education classes), exceed 27 students at the high school or 30 students in grades K-8 for a period of five (5) school days, the teacher will be paid fifteen dollars (\$15.00) per day per student on a prorated basis. In the event the academic classes (inclusive of health, technology, home arts, art, and general music) exceed the ranges above, the teachers may meet with the OFEA representative, the building principal, and the guidance counselor to explore possible remedies. This right to initiate a meeting also applies where the ranges are exceeded due to inclusion of special needs students. If band, choir, or physical education classes are in excess of 30 students, the administration will explore ways to address the problem.

Additionally, in the event a teacher believes there are a disproportionate number of students with special needs in any class period, the teacher may initiate a meeting with the building principal. The purpose of the meeting will be to evaluate the class composition and attempt to better balance the class make-up.

E. Certification/Licensure

No teacher will be assigned to teach in a subject matter outside of the area of certification/licensure except on a temporary basis as required by exigent circumstances. Any teacher hired after January 1, 2000 must maintain all teaching certifications/licensures held at the time of hire. It shall be the responsibility of the individual teacher to ensure that copies of all certificates/licenses held are on file with the District. Failure to do so may result in loss of an assignment for which the teacher is otherwise qualified.

No teacher shall be required to obtain a temporary certification/licensure as a condition of continued employment except when a teacher may be RIF'd, non-renewed, where such was a condition of hiring, or where certification requirements have changed. The Association President shall be notified of this situation.

F. Schedule

The activities of the home base period at the middle school shall be cooperatively developed by teachers at the middle school and the administration. The Board will make reasonable efforts to minimize any disruption to the end of the workday at the respective buildings in making schedule adjustments.

G. Provision of a Free Appropriate Public Education for Disabled Students Under the Individuals with Disabilities Education Act and Section 504

1. The Board and OFEA 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 statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not handicapped by providing 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 educational plan will be developed in accordance with their individual special needs.

Recognizing these statutory obligations and the potential impact of these obligations in the regular education classroom setting, the following factors will be considered:

- a. The educational benefits, both academic and nonacademic, available to a disabled student in the regular classroom setting;
 - b. The effects of the disabled student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative; and
 - c. The cost of necessary supplementary services.
2. The regular education classroom teacher will be given the opportunity to participate in the development of the student's initial IEP and to provide input into the student's annual review.
 3. 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 proactive in:
 - a. Exploring outside resources that will support and assist the affected teachers in providing education in a least restrictive environment;
 - b. Providing in-service training to teachers to assist in addressing the legal and educational needs of disabled students in a regular education classroom environment;

- c. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and
 - d. 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.
4. Any disputes as to the application, interpretation or with regard to any other matter arising under Section G. shall not be the subject of a grievance or arbitration, but shall be referred to the Labor-Management Committee for resolution, pursuant to Article VI, Section J, prior to referral to a special referee from the Ohio Department of Education.
5. In the event a teacher is required to participate in meetings for individual education plans (IEP), multi-factored evaluations, 504 plans, and/or ELL plans for forty-five (45) minutes or greater after the end of the teacher's work day, the teacher may choose to either receive one (1) period (up to forty-five (45) minutes) of compensatory time or period substitution pay (\$20). The compensatory time will be scheduled in advance in collaboration with the building administrator.

ARTICLE XXIX - DISCIPLINARY PROCEDURES

Teachers may be disciplined for just cause, which discipline will be progressive in nature. The Superintendent or designee may initiate action on any step in the procedure, depending upon the number of incidents, the teacher's past and present performance, and the seriousness of the offense.

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|----------|---|
| Step 1 - | Oral Reprimand |
| Step 2 - | Written Reprimand |
| Step 3 - | Suspension Without Pay or Temporary Reassignment With Pay |
| Step 4 - | Termination for Just Cause consistent with ORC 3319.16 |

With respect to oral reprimands, the following applies:

1. When an oral reprimand is issued, the administrator will prepare a written summary specifying the details giving rise to the oral reprimand and will provide a copy of those details to the teacher and Association President.
2. The teacher may submit a specific written rebuttal which will be attached to the written summary of the oral reprimand.
3. The oral reprimand summary and any rebuttal will remain in the administrator's working file for a period of one year.

Any such discipline, other than termination, will be subject to the grievance procedure. Should such discipline result in a recommended termination of employment, the procedures set forth in Ohio Revised Code Section 3319.16 shall govern.

ARTICLE XXX - TUITION WAIVER

A bargaining unit member who wishes to enroll their child in the Olmsted Falls Schools, on a tuition-free basis, may annually submit a written request to the Superintendent. The Superintendent reserves the discretion to approve or disapprove such a request, depending upon the anticipated or actual enrollment of the particular grade, building, or educational program affected for the particular school year. The bargaining unit member will be responsible for the transportation needs of the student. Once the child of a bargaining unit member has entered high school, the bargaining unit member shall be permitted to continue that child's tuition-free status not-with-standing said bargaining unit member's retirement from the District.

ARTICLE XXXI - OCCUPATIONAL SAFETY AND HEALTH

A. Report Internally First

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

B. District's Right to Reassign

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

C. Discrimination to be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Revised Code may only use the grievance procedure in this Agreement as the means for asserting such a claim.

ARTICLE XXXII - POSITION SHARING

- A. Position sharing shall refer to a voluntary option available for teachers subject to the approval of the Superintendent or his/her designee. Approval shall not be unreasonably withheld. Cost, academic efficiency, or instructional process shall not be a basis for a claim that the Superintendent "unreasonably withheld" approval of a position sharing plan. Two teachers may share a full-time equivalent (1.0 FTE) certificated/licensed teaching assignment.

- B. Teachers who wish to share a position shall submit a written plan for such arrangement to the building principal no later than April 1 (excluding 1999) of the school year preceding the proposed position share. The plan must include the following elements:
 - 1. The plan will be in effect for a full school year with an annual review.
 - 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 that participants will employ to insure compatibility of such techniques and practices.
 - 4. The percentage of the regular full-time workday each participant proposes to teach, including meetings scheduled beyond the student day.
 - 5. A description outlining what will happen if one of the participants is unable or unwilling to complete the full school year under the position-sharing plan.

- C. Teachers who wish to participate must locate their job-sharing partner. No teacher will be required to job share.

- D. All negotiated salary and benefits, as contained in the master agreement, shall be split according to the percentage of a regular full-time workday served by the participant. In no event shall the Board incur more than 100% of the cost of one full-time teacher with the exception of parent conferences and in-service days which shall be paid at a prorated per diem rate.

- E. Teachers shall acquire one (1) year seniority in each year of position sharing worked provided the teacher is assigned at least fifty percent of the workday under the position-sharing plan. Otherwise, seniority shall be calculated according to Article XI, E, Seniority.

- F. Position sharing teachers will be considered for change in contract status, evaluation and layoff on the same basis as other teachers.

- G. A position sharing partnership shall last one (1) full school year and must be applied for on a yearly basis.
- H. Upon dissolution of the position sharing partnership, each position sharing teacher shall be guaranteed a full-time position in the school from which he/she left if a position is available in that school. If a position is not available in his/her previous school, he/she shall be given a full-time position for which he/she is certificated/licensed within the school District.
- I. Certificated/licensed substitutes will be provided for absent position sharing teachers. However, position sharing teachers may substitute for each other, with advance notice, at the prorated per diem rate before outside substitutes are secured.
- J. Neither the decision to approve/reject a request nor the position-sharing plan is grievable.

ARTICLE XXXIII - PERSONNEL FILES

A. Official Personnel File

1. Personnel File Inspection and Rebuttal Material

Each bargaining unit member will be accorded the right to examine his/her personnel file in the presence of the Superintendent or his/her designee, to make additions of pertinent rebuttal material in accordance with Section 1347 Revised Code, and to request copies of items contained therein. There shall be no more than one (1) official personnel file maintained for each employee and such file shall be maintained in the Superintendent's Office.

2. Restrictions

The right to review letters of recommendation is excluded from the above provision. No item from any anonymous source may be placed in the official personnel file. This does not preclude retention of anonymous letters maintained by an administrator in furtherance of an investigation.

3. Expunging Material from File

Except for 1) evaluations, 2) letters of recommendation and 3) information that may be relevant to potential disciplinary action, including information that may be grounds for termination, materials will be expunged from the personnel file after a period of three (3) years. For those materials which remain in question, the bargaining unit member and Superintendent or designee shall meet to discuss the removal of these at the bargaining unit member's request.

4. Employee Knowledge of Items

Negative items may not be placed in an employee's personnel file unless the item has been made known to the employee, the employee has had an opportunity to read the item, and the employee has been given the opportunity to sign the item. The employee's signature shall indicate only that the employee has read the item and shall not indicate necessarily agreement with its contents.

5. Access by Others

Should there be a request by someone other than Olmsted Falls Administration to review a personnel file, a request shall be submitted to the Superintendent. The bargaining unit member affected shall be contacted as soon as possible after receipt of the request by the Superintendent/designee. The individual making the request will be asked to sign a log sheet, indicating full name, address, date and time of review. Confidential information, such as social security number, insurance claims, dependent information, bank account numbers, etc., shall not be shared.

B. Unofficial Building File

In addition to the one official personnel file, located at the Board of Education office building, a building administrator may maintain a working file that contains documentation relevant to a teacher's performance. At the end of each school year in which the teacher is formally evaluated, the information contained in the working file will either be placed in the official personnel file (through incorporation into the teacher appraisal document) or expunged. For convenient access, the building administrator may maintain in a teacher's working file an exact duplicate of the last two completed evaluation documents, formally maintained in his/her official personnel file. The term file, under this Section, includes both electronic files as well as hard copy files.

ARTICLE XXXIV – REGULARLY CONTRACTED BUILDING SUBSTITUTE TEACHERS

- A. Regularly Contracted Building Substitute teachers will be included in the bargaining unit and will be employed under a 184-day limited substitute teaching contract.
- B. The employment of Regularly Contracted Building Substitute teachers shall be for a period of one school year as specified in the limited substitute teaching contract, which contract will automatically expire at the end of that school year by action of the Board of Education. The provisions of Article IX - Transfer, Article X - Appraisal, Article XI - Termination, Suspension, and Non-Renewal of Teaching Contracts, Article XVII - Salary, Article XXX - Tuition Waiver, and Sections 3319.11

and/or 3319.111 of the Ohio Revised Code do not apply to Regularly Contracted Building Substitute teachers.

- C. If a Regularly Contracted Building Substitute teacher subsequently is hired into a regular classroom teaching position, that individual will be credited with a full year of service for each full year of teaching up to a maximum of ten years, in accordance with state law. For purposes of seniority, the teacher would accrue seniority as of the date the teacher is hired into a regular classroom teaching position.
- D. Neither the provisions of Article XI, Section F, Reduction in Force, nor the provisions of Section 3319.17 of the Ohio Revised Code shall apply to Regularly Contracted Building Substitute teachers. If the Board determines there is no longer a need for a Regularly Contracted Building Substitute teacher, the teacher's limited substitute teaching contract will be suspended for the balance of the contract year. A regular classroom teacher whose contract is suspended under Article XI of the Master Agreement will have the option to bump into any existing Regularly Contracted Building Substitute teaching position at the Regularly Contracted Building Substitute teacher's rate of pay.
- E. A Regularly Contracted Building Substitute teacher will be paid at the .75 BA-0 step of the salary schedule.
- F. *Regularly Contracted Building Substitute teachers will be evaluated at least one time annually.* The evaluation process will be determined by the administration and will include observations by the administration along with informal input from the regular classroom teachers. The regular classroom teachers will not formally observe or evaluate the Regularly Contracted Building Substitute teacher.
- G. Regularly Contracted Building Substitute teachers will be eligible for all coverages under the various insurance programs as set forth in Article XVI - Insurance, of the Agreement.
- H. Regularly Contracted Building Substitute teachers will be eligible for the following leaves as found in Article XII: Military Service, Jury Duty and Court Appearances, Assault Leave, and FMLA. Sick leave will accumulate to twelve (12) days per year. Personal leave will be available at two (2) days per year.
- I. Article VII - School Calendar and Hours of Work, does not apply to Regularly Contracted Building Substitute teachers. The Regularly Contracted Building Substitute teacher will receive a paid 30-minute lunch and, where practical, a planning period. Actual work hours will be reflected in the limited teaching contract.
- J. Except as provided above, all other provisions of the Collective Bargaining Agreement shall apply to Regularly Contracted Building Substitute teachers.

ARTICLE XXXV – OLMSTED FALLS PROFESSIONAL DEVELOPMENT COMMITTEE

- A. Pursuant to ORC 3319.22(A) and OAC 3301-24-08 (Teacher Licensure Law and Regulations), the Olmsted Falls Professional Development Committee (OFPDC) shall review professional development plans comprised of course work, continuing education units, and other equivalent activities, and to approve District programs for CEU credit. Additionally, the OFPDC will serve as the last level of appeal for bargaining unit members who are challenging the decision of the Superintendent/designee denying course credit and/or blocks of credit. As referenced in Article XVII, Salary, this decision of the OFPDC will be final and binding. Under no circumstances is the involvement in the activities of the OFPDC process to be used for employment decisions by the Board. Nothing in the OFPDC process shall have an adverse impact on the educator's performance evaluation as established in the Agreement. OFPDC and its individual members shall be responsible for complying with state law and regulations.
- B. The term of office for the OFPDC members shall be three (3) years, with initial terms staggered (two years and three years for teachers and two and three years for administrators) to provide continuity. OFPDC members may be reappointed to additional terms.
- C. The OFPDC shall have four (4) teacher members appointed by the OFEA President and three (3) administrator members appointed by the Superintendent or the Superintendent's designee. Vacancies shall be filled in the same manner. Should an administrator member of the OFPDC request an administrative majority to review an administrative IPDP, two teacher members will abstain from voting on the aforesaid IPDP. Otherwise, decisions will be made by majority vote of those members attending that particular meeting.
- D. The OFPDC members shall be compensated at the rate of .06 times BA-0 per year. This compensation shall be paid in a separate check no later than June 15 of each year. Release time may be used without additional compensation when feasible upon prior approval by the Superintendent. If during each school year the OFPDC believes more funds are needed, the OFPDC shall so advise the Superintendent or the Superintendent's designee and seek approval for added funds. The OFPDC shall be allocated funds for supplies, equipment, professional development, and release time expenses for the same period.
- E. The OFPDC will be responsible for developing and implementing in-service programs at staff meetings for professional staff to explain the professional development plan process and the function of the OFPDC.
- F. The Board will provide the OFPDC with meeting space and secretarial support.
- G. The first level of appeal process will be reconsideration by the OFPDC. The second level of appeal will be a third party review composed of certified/licensed

educators, with one member selected by the employee, one member selected by the OFPDC, and the third member jointly selected by the member and the OFPDC. The third level will be a state level appeal, if and when one is established.

- H. The OFPDC shall establish its rules and operating procedures to at least include:
- scheduling of meetings
 - defining a quorum
 - determining OFPDC member training
 - all other items required by the law
- I. OFPDC members shall be granted release time to attend regional or state training programs not available outside the school day.
- J. Decisions of the OFPDC, or any decisions reached through the appeals process, are not grievable under the terms of this Agreement.
- K. *The Association and its member representatives shall be held harmless in any suit, claim, or administrative proceedings arising out of or connected to actions taken by the OFPDC.*
- L. Other than a notation to the effect that a teacher served as a member of the OFPDC, the teacher's activities as a member shall not be part of his/her evaluation period, nor shall it be used for employment reasons by the Board of Education.
- M. By the close of each school year, the OFPDC, through its chairperson, may submit a report of its activities and plans to the Superintendent of Schools and the President of the Olmsted Falls Education Association.

ARTICLE XXXVI – EMPLOYMENT OF RETIRED TEACHERS

Notwithstanding anything to the contrary in this Agreement, the Board may employ previously retired teachers/tutors under the following conditions:

- A. For purposes of salary schedule placement, a teacher who has previously been employed by this or another District and taken service retirement under the State Teachers Retirement System (referred to as a "previously retired teacher" or "PRT") shall be granted five (5) years' service credit. A previously retired tutor shall be granted one (1) year of service credit. The PRT shall remain at Step 5 (teacher) or Step 1 (tutor) for the remainder of his or her employment in the District at the applicable educational column held at the time of retirement.
- B. PRTs shall be awarded one-year limited contracts of employment that shall automatically expire at the end of each school year without the requirement of any performance evaluation, notice (written or otherwise) of non-renewal or Board action.

- C. PRTs may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.
- D. For purposes of Reduction in Force, PRTs shall not accrue seniority and shall have no right of recall.
- E. PRTs shall not carry over any accumulated and unused sick leave from any prior public employment.
- F. Teachers who qualify for a retirement incentive payment under Article XX, Section E ("Retirement Incentive") prior to their re-employment as a PRT shall receive such payment in accordance with that provision and shall not forfeit such incentive payment by reason of their subsequent employment as a PRT. (Article XX does not apply to tutors).

Once employed as a PRT, a member shall have no further eligibility for any applicable retirement incentive, severance pay, or sick leave buyout pay upon their final separation from employment as a PRT.

- G. PRTs shall not be eligible to participate in the Board's insurance program offered to professional staff members under Article XVI unless they are ineligible to participate in the STRS health plan. If however, a PRT is eligible for coverage under a health plan provided by their spouse's employer (either with or without premium contributions), they shall remain ineligible under the District plan. PRTs who are ineligible for District coverage under this paragraph may participate in the District plan at their own expense. PRTs are not eligible for waiver of insurance payments.
- H. With the exception of "first eligible" retirees, described below in paragraph I, prior employment by the Board shall be no guarantee of post-retirement employment or a particular assignment if rehired.

Re-employment of previously retired teachers/tutors is solely at the discretion of the Board and shall be done on a case-by-case basis. The decision of the Board to hire or not hire any particular employee as a PRT shall not be subject to the grievance or arbitration provisions of this Agreement.

- I. Effective July 1, 2012, teachers/tutors who elect to retire at the end of the school year in which they are first eligible for retirement under STRS laws and regulations shall be entitled to one year of automatic re-employment under this Article. Members must submit a resignation to retire on or before March 1 of the school year which the teacher/tutor is first eligible to retire. Members must agree to return to active service on the first work day of the next academic year. Re-employment is subject to, and conditioned upon, compliance with the procedures set forth in law for the re-employment of retired persons in the same position. This opportunity for

one year of automatic re-employment does not apply to teachers who were eligible to retire on or before June 30, 2011.

Members employed at the start of the 2011-2012 school year and who were eligible to retire prior to July 1, 2011, will also qualify for this automatic re-employment opportunity for one year if they submit a resignation to retire on or before March 1, 2012 for purposes of retiring at the end of the 2011-2012 school year. Re-employment is subject to, and conditioned upon, compliance with the procedures set forth in law for the re-employment of retired persons in the same position.

- J. PRTs shall not be entitled to blocks of credit under the provisions of this Agreement relating to salary.
- K. The employment of PRTs shall not be subject to the provisions of Article VIII of this Agreement relating to job postings.
- L. PRTs shall be subject to the Pre-employment Commitments provision set forth in Article XXV of this Agreement.
- M. Except as otherwise modified or limited by the provisions of this Article (either expressly or impliedly), PRTs shall have the same rights and responsibilities of other bargaining unit members.
- N. All employment of PRTs shall be subject to, and conditioned upon, compliance with the procedures set forth in law for the re-employment of retired persons in the same position.
- O. The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the Ohio Revised Code that may be in conflict with this section. These include, but are not limited to, ORC Sections 124.39, 3317.13, 3317.14, 3319.11, 3319.111, and 3319.17.

ARTICLE XXXVIII - DURATION, EFFECT, AND FORM

- A. Unless otherwise specified herein, this Agreement shall be effective from June 30, 2011 and remain in full force and effect through June 30, 2014.
- B. This Agreement resulted from a process of negotiations in which both the Board and the Association had the opportunity to and exercised the opportunity to negotiate all issues either party wished to negotiate, and therefore this Agreement constitutes the full and complete negotiated Agreement between the parties. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement and shall be controlling on both parties collectively and individually. Without negotiations, either party to this Agreement may exceed its obligations to the other party of this Agreement.

C. This Agreement shall be a part of the individual contract of each teacher.

OLMSTED FALLS
EDUCATION ASSOCIATION

OLMSTED FALLS
BOARD OF EDUCATION

Association President Date

Board President Date

Association Secretary Date

Board Treasurer Date

OFEA Negotiations Team

Board Negotiations Team

Board Negotiations Team

APPENDIX A

OLMSTED FALLS CITY SCHOOLS
TEACHER SALARY SCHEDULE INDEX

<u>STEP</u>	<u>BACHELOR</u>	<u>V</u>	<u>MASTER</u>
0	1.00000	1.05129	1.10914
1	1.04475	1.10258	1.16699
2	1.08950	1.15387	1.22484
3	1.13425	1.20516	1.28269
4	1.17900	1.25645	1.34054
5	1.22375	1.30774	1.39839
6	1.26850	1.35903	1.45624
7	1.31325	1.41032	1.51409
8	1.35800	1.46161	1.57194
9	1.40275	1.51290	1.62979
10	1.44750	1.56419	1.68764
11	1.49225	1.61548	1.74549
12	1.53700	1.66677	1.80334
13	1.58175	1.71806	1.86119
14	1.62650	1.76935	1.91904
15	1.69125	1.84064	1.99689
16	1.73600	1.89193	2.05474
17	1.73600	1.89193	2.05474
18	1.78075	1.94322	2.11259
19	1.78075	1.94322	2.11259
20	1.78075	1.94322	2.11259
21	1.82550	1.99451	2.17044
22	1.82550	1.99451	2.17044
23	1.82550	1.99451	2.17044
24	1.87025	2.04580	2.22829
25	1.87025	2.04580	2.22829
26	1.87025	2.04580	2.22829
27	1.91495	2.09710	2.28619

APPENDIX B

OLMSTED FALLS CITY SCHOOLS
 TEACHER SALARY SCHEDULE
 EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2014

BASE	36677		
<u>STEP</u>	<u>BACHELOR</u>	<u>V</u>	<u>MASTER</u>
0	36677	38558	40680
1	38318	40439	42802
2	39960	42320	44923
3	41601	44202	47045
4	43242	46083	49167
5	44883	47964	51289
6	46525	49845	53411
7	48166	51726	55532
8	49807	53607	57654
9	51449	55489	59776
10	53090	57370	61898
11	54731	59251	64019
12	56373	61132	66141
13	58014	63013	68263
14	59655	64894	70385
15	62030	67509	73240
16	63671	69390	75362
17	63671	69390	75362
18	65313	71271	77483
19	65313	71271	77483
20	65313	71271	77483
21	66954	73153	79605
22	66954	73153	79605
23	66954	73153	79605
24	68595	75034	81727
25	68595	75034	81727
26	68595	75034	81727
27	70235	76915	83851

APPENDIX C
OLMSTED FALLS CITY SCHOOL DISTRICT
UNPAID PARENTING LEAVE APPLICATION
FOR CERTIFICATED/LICENSED EMPLOYEES

Insofar as possible, this application shall be filed twenty (20) calendar days prior to commencement of the leave. Parenting leave without pay shall be granted subject to the terms and conditions of Article XII, Section F (Parenting Leave). A parenting leave may begin at any time (a) upon commencement of the pregnancy, (b) in the event of adoption, the receipt of custody, or (c) upon completion of the period of sick leave used for pregnancy disability. Only one leave per child shall be granted, which may be extended one (1) additional school year as per the Master Agreement.

NAME _____ DATE _____

PRESENT POSITION _____ BUILDING _____

Anticipated Date of Birth/Adoption _____

Do you anticipate using paid sick leave related to the pregnancy or birth of the child prior to the beginning of the unpaid parenting leave? _____

If yes, what is the anticipated last day of work _____

What is the date on which you are requesting to begin unpaid parenting leave? _____

What is the anticipated date of return to work? _____

Additional information, if needed: _____

While on unpaid leave, I wish/do not wish to continue my health benefits.

I understand if my parenting leave runs concurrently with available Family and Medical Leave Act (FMLA) leave, the Board will continue to assume its costs per Article XVI. If I have exhausted available FMLA leave, I will be responsible for all premium costs.

Signatures: _____
Signature of Parental Leave Applicant

Principal/Administrator Signature

Signature of Superintendent/Designee

APPENDIX D
OLMSTED FALLS EDUCATION ASSOCIATION
and
OLMSTED FALLS BOARD OF EDUCATION
INFORMAL GRIEVANCE FORM

Teacher _____ Date of Occurrence _____
School _____ Principal _____

STATEMENT OF CONCERN:

Copies to: Principal
Teacher
Association
Superintendent

Signature of Teacher Date

Signature of Principal/Administrator Date

APPENDIX E
OLMSTED FALLS EDUCATION ASSOCIATION
and
OLMSTED FALLS BOARD OF EDUCATION
GRIEVANCE FORM

Teacher _____ Date of Occurrence _____
School _____ Principal _____
Level _____

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

Copies to: Principal
Aggrieved
Association
Superintendent

Signature of Aggrieved _____

Signature of Principal _____

APPENDIX F
OLMSTED FALLS CITY SCHOOLS
GRIEVANCE REPORT

Level _____ Meeting

No. _____

Date of Meeting: _____

In Attendance:

Date of Occurrence: _____ Date Grievance Filed: _____

Disposition:

Signature _____

Date _____

APPENDIX G
OLMSTED FALLS CITY SCHOOLS
ASSAULT LEAVE

Name: _____ Date: _____

School: _____

Assault leave has been taken in accordance with ORC 3319.143 and Article XII, Section I of the Agreement between the Olmsted Falls Board of Education and the Olmsted Falls Education Association.

_____ day(s) of assault leave was/were taken beginning at _____ (time) on
____/____/20____ and ending at _____ (time) on ____/____/20____.

Medical attention _____ (was/was not) required.

If medical attention was obtained or if your leave was for more than five (5) days, the following information must be stated:

Name of Physician: _____

Office Address: _____

Teacher's Signature

Principal's Signature

Superintendent's Signature

APPENDIX H

PERSONAL LEAVE REQUEST FORM

OLMSTED FALLS SCHOOLS - Olmsted Falls, Ohio 44138

AUTHORIZED RELEASED TIME

NAME: _____ DATE: _____

BUILDING: _____

DATE(S) REQUESTED FOR RELEASED TIME: _____

Please file with building principal at least five (5) days prior to date requested. In case of emergencies beyond the employee's control, notification shall be made as soon as possible.

UNRESTRICTED PERSONAL LEAVE

NUMBER OF DAYS
(Maximum 1 day/school year)

RESTRICTED PERSONAL LEAVE*

NUMBER OF DAYS
(Maximum 2 days/school year)

** I verify that I will not be using restricted personal leave

1. For the purpose of extending a holiday
2. For recreation or vacation
3. To seek employment elsewhere

Holidays are defined as spring break, Easter break, Thanksgiving break, winter break, and federal holidays.

Employee _____ Circle One: Teacher/Tutor/Other

Principal _____ Superintendent/designee _____

* Upon request by the teacher, the Superintendent/designee may waive the restricted personal day limitations.

** Further clarification will be required of the teacher in situations in which facts come to the attention of the administration indicating possible abuse of restricted personal leave days.

APPENDIX I

OLMSTED FALLS EDUCATION ASSOCIATION and OLMSTED FALLS BOARD OF EDUCATION

TEACHER APPRAISAL TIMELINE/CHECKLIST

- 1. Please bring this form to your first pre-observation conference.
- 2. Purpose: Use this form in accordance with Article X in the OFEA Agreement.
- 3. Teacher/Principal will discuss: Procedures – Goals – time Schedule – Responsibilities

Evaluation #1 (to be completed by 1/15)

Pre-Observation Conferences Completed:

1. Date _____	Time _____	Signatures:	Teacher _____
			Principal _____
2. Date _____	Time _____	Signatures:	Teacher _____
			Principal _____
*3. Date _____	Time _____	Signatures:	Teacher _____
			Principal _____

Observations Completed:

1. Date _____	Time _____	Signatures:	Teacher _____
			Principal _____
2. Date _____	Time _____	Signatures:	Teacher _____
			Principal _____
*3. Date _____	Time _____	Signatures:	Teacher _____
			Principal _____

Informal Post-Conferences Completed:

1. Date _____	Time _____	Signatures:	Teacher _____
			Principal _____
2. Date _____	Time _____	Signatures:	Teacher _____
			Principal _____
*3. Date _____	Time _____	Signatures:	Teacher _____
			Principal _____

Evaluation conference (completed by 1/25):

Date _____ Teacher _____ Written Evaluation _____
 Principal _____ Rec'd by 1/25 _____

***TWO OBSERVATIONS REQUIRED (see Article 10) – Additional Observations Optional**

Appendix I, continued

Evaluation #2 (to be completed by 3/25)

Pre-Observation Conferences Completed:

1. Date _____ Time _____ Signatures: Teacher _____
Principal _____
2. Date _____ Time _____ Signatures: Teacher _____
Principal _____
- *3. Date _____ Time _____ Signatures: Teacher _____
Principal _____

Observations Completed:

1. Date _____ Time _____ Signatures: Teacher _____
Principal _____
2. Date _____ Time _____ Signatures: Teacher _____
Principal _____
- *3. Date _____ Time _____ Signatures: Teacher _____
Principal _____

Informal Post-Conferences Completed:

1. Date _____ Time _____ Signatures: Teacher _____
Principal _____
2. Date _____ Time _____ Signatures: Teacher _____
Principal _____
- *3. Date _____ Time _____ Signatures: Teacher _____
Principal _____

Evaluation conference (completed by 4/1):

Date _____ Teacher _____ Written Evaluation
Principal _____ Rec'd by 4/1

***TWO OBSERVATIONS REQUIRED (see Article 10) – Additional Observations Optional**

APPENDIX J
OLMSTED FALLS CITY SCHOOLS
INTERPRETATION OF SUPPLEMENT OF
NEW TEACHER APPRAISAL INSTRUMENT

1. Classroom instruction
 - A. Degree to which teacher is knowledgeable of subject matter
 1. Exhibits mastery of subject matter appropriate for grade/skill levels taught
 2. Knows and uses content appropriate to the subject area and to the students' interests and abilities
 3. Knows and uses suitable resource materials, procedures and models related to the instructional objectives
 - B. Evidence of planning and good organization
 1. Correlates lesson plans to adopted course of study and uses adopted materials
 2. Exhibits class control and management
 3. Uses good motivation techniques
 4. uses *correct language appropriate to the subject area and to the students' interests and abilities*
 5. uses resources as appropriate to enrich the educational program
 - C. Rapport with pupils
 1. Teacher is kind, consistent, fair, and respectful of pupils
 2. Students engaged in learning
 3. Teacher recognizes interest lag
 4. Students respond to teacher's directions
 - D. Recognition of differences in pupils' capabilities and interests
 1. Attempts a variety of techniques
 2. Varies teaching methods
 3. Is willing to attempt new methods or techniques
 4. Teaches at a level of subject matter suitable for students
 5. Uses correct language appropriate to the subject area and to the students' interests and abilities and is relevant to objectives

- continued -

Appendix J, continued

2. Relationships with pupils

A. Interaction with Pupils

1. Consistent, impartial, and respectful of students

B. Familiarity with background of pupils

1. has teacher checked records of children?
2. has teacher had teacher-student conference with problem children?
3. Has teacher had parent conference to help children?
4. Has teacher used available resources (other teachers, IAT, counselor, psychologist, assistant principal, principal, etc.) to help problem children?

C. Extra time for pupils

1. Has teacher tried to help children who are having difficulty?

3. Effective communication

A. Pupil and parent contacts

1. Has teacher contacted parents?
2. Has teacher consulted with principal, when necessary, in answering parents' questions?
3. Has teacher accepted the responsibility of teacher-parent conferences?

B. Public relations

1. Has teacher attempted to uphold the school and all of its policies?
2. Has the teacher tried to present a positive attitude toward the school?

C. Program interpretation

1. Has teacher interpreted the program in a positive way in parent contacts such as "open house" and conferences?

- continued -

Appendix J, continued

- D. Professional ethics
 - 1. Has the teacher acted professionally toward the administrative policies?
 - 2. Has the teacher accepted his/her own mistakes and not tried to blame others?
 - 3. Has the teacher upheld the school's image in all public contacts?
 - 4. Has the teacher worked cooperatively with colleagues?

- 4. Professional participation
 - A. Contributes to curriculum building
 - 1. Attends grade level, departmental, committee, and curriculum meetings
 - 2. Cooperative with administration and other members of staff in curriculum building
 - 3. Demonstrates an openness for new ideas

 - B. Preparation of instruction materials
 - 1. Has teacher attempted to gather and prepare his/her own instructional materials?
 - 2. Has the teacher attempted to use a variety of instructional material?

 - C. Educational problem-solving
 - 1. Has teacher worked to solve the problems inherent in such things as: grouping, learning, departmentalization, evaluation (grades, tests)?
 - 2. Has teacher consulted with appropriate personnel (other teachers, IAT, counselor, psychologist, assistant principal, principal, etc.) in attempts to solve educational problem?

APPENDIX K

OLMSTED FALLS SCHOOLS
NEW TEACHER APPRAISAL INSTRUMENT

TEACHER _____ CLASS _____ SCHOOL _____
EVALUATOR _____ DATES/TIMES OBSERVED _____

I. PERFORMANCE AREAS – Please check the rating which best describes the performance area. Space is provided below each performance area for comments by either the teacher or appraiser or both. Please label comments made using (T) for teacher and (A) for appraiser.

Legend: U Unsatisfactory
N Needs Improvement
M Meets Expectations
E Exceeds Expectations

1. Classroom instruction

A. Degree to which teacher is knowledgeable of subject

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

B. Evidence of planning and good organization

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

C. Rapport with pupils

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

APPENDIX K, continued

D. Recognition of differences in pupils' capabilities and interests

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

2. Relationships with pupils

A. Interaction with pupils

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

B. Familiarity with background of pupils

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

C. Extra time for pupils

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

3. Effective communication

A. Pupil and parent contacts

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

APPENDIX K, continued

B. Public relations

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

C. Program interpretation

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

D. Professional ethics

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

4. Professional participation

A. Contributes to curriculum building

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

B. Preparation of instruction materials

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

APPENDIX K, continued

C. Educational problem-solving

Comments:

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

5. Self-criticism and analysis

A. Sensitive to need of his/her program evaluation

Comments:

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

B. Willingness to try new Methods and procedures

Comments:

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

C. Self-evaluation of teaching results

Comments:

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

6. Professional/Personal qualities

A. Staff relationships

Comments:

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

APPENDIX K, continued

B. Appearance and manner

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

7. Instruction

A. Teaching performance techniques

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

B. Classroom environment

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

C. Pupil growth

TEACHER				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

APPENDIX K, continued

II. GENERAL COMMENTS OF APPRAISER

(List here a general evaluation of the teacher's work during the year including observed strengths.)

APPENDIX K, continued

III. SPECIFIC JOB TARGETS – SAMPLE FORMAT

TARGET NO. 1

Target: The teacher will . . .

Recommendations: Specific recommendations for assistance in achieving the target may include but are not limited to the following:

- 1.
- 2.
- 3.

Evaluation: The teacher will . . . by date.

SPECIFIC JOB TARGETS

APPENDIX K, continued

IV. REACTIONS OF TEACHER

(Indicate here your reactions to the evaluation in parts I, II, III.)

V. SIGNATURES

TEACHER _____

DATE _____

APPRAISER _____

DATE: _____

APPENDIX L

OLMSTED FALLS SCHOOLS
EXPERIENCED TEACHER APPRAISAL INSTRUMENT

TEACHER _____ SCHOOL _____

POSITION _____ APPRAISAL YEAR _____

I. GENERAL COMMENTS OF APPRAISER

(List here a general evaluation of the teacher's work during the year including observed strengths.)

- continued -

APPENDIX L, continued

II. Major Areas of Responsibility
(Rating of performance in major areas of responsibility.)

PERFORMANCE AREAS – Please check the rating which best describes the performance area. Space is provided below each performance area for comments by either the teacher or appraiser or both. Please label comments made using (T) for teacher and (A) for appraiser.

Legend: U Unsatisfactory
N Needs Improvement
M Meets Expectations
E Exceeds Expectations

1. Instructional effectiveness

APPRAISEE				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

2. Relationships with pupils

APPRAISEE				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

3. Staff relationships

APPRAISEE				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

4. Parent-community contacts

APPRAISEE				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

5. Professional growth

APPRAISEE				APPRAISER			
U	N	M	E	U	N	M	E

Comments:

APPENDIX L, continued

6. Professional participation

Comments:

APPRAISEE				APPRAISER			
U	N	M	E	U	N	M	E

7. Personal qualities and performance

Comments:

APPRAISEE				APPRAISER			
U	N	M	E	U	N	M	E

8. Other (specify)

APPRAISEE				APPRAISER			
U	N	M	E	U	N	M	E

III. Specific Job Targets – Sample Format

TARGET NO. 1

Target: The teacher will . . .

Recommendations: Specific recommendations for assistance in achieving the target may include but are not limited to the following:

- 1.
- 2.
- 3.

Evaluation: The teacher will . . . by date.

APPENDIX L, continued

SPECIFIC JOB TARGETS

APPENDIX L, continued

IV. REACTIONS OF APPRAISEE

(Indicate here your reactions to the evaluation in parts I, II, III)

V. SIGNATURES

APPRAISEE _____

DATE _____

APPRAISER _____

DATE _____

APPENDIX M – SUPPLEMENTAL INDEX AND SALARY SCHEDULES
EFFECTIVE FROM JULY 1, 2011 THROUGH JUNE 30, 2014

BASE SALARY: \$36,677

YEAR: GROUP	1	2	3	4	5	8	11	14
A	0.1400	0.1460	0.1540	0.1640	0.1760	0.1848	0.1940	0.2037
B	0.1200	0.1260	0.1340	0.1440	0.1560	0.1638	0.1720	0.1806
C	0.1000	0.1060	0.1140	0.1240	0.1360	0.1428	0.1499	0.1574
D	0.0800	0.0860	0.0940	0.1040	0.1160	0.1218	0.1279	0.1343
E	0.0700	0.0760	0.0840	0.0940	0.1060	0.1113	0.1169	0.1227
F	0.0600	0.0660	0.0740	0.0840	0.0960	0.1008	0.1058	0.1111
G	0.0500	0.0560	0.0640	0.0740	0.0860	0.0903	0.0948	0.0996
H	0.0400	0.0430	0.0480	0.0550	0.0640	0.0672	0.0706	0.0741
I	0.0300	0.0320	0.0360	0.0420	0.0500	0.0525	0.0551	0.0579
J	0.0150	0.0160	0.0190	0.0230	0.0280	0.0294	0.0309	0.0324
K	0.0100	0.0120	0.0150	0.0190	0.0240	0.0252	0.0265	0.0278

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YEAR: GROUP	1	2	3	4	5	8	11	14
A	\$5,134.78	\$5,354.84	\$5,648.26	\$6,015.03	\$6,455.15	\$6,777.91	\$7,115.34	\$7,471.10
B	\$4,401.24	\$4,621.30	\$4,914.72	\$5,281.49	\$5,721.61	\$6,007.69	\$6,308.44	\$6,623.87
C	\$3,667.70	\$3,887.76	\$4,181.18	\$4,547.95	\$4,988.07	\$5,237.48	\$5,497.88	\$5,772.96
D	\$2,934.16	\$3,154.22	\$3,447.64	\$3,814.41	\$4,254.53	\$4,467.26	\$4,690.99	\$4,925.72
E	\$2,567.39	\$2,787.45	\$3,080.87	\$3,447.64	\$3,887.76	\$4,082.15	\$4,287.54	\$4,500.27
F	\$2,200.62	\$2,420.68	\$2,714.10	\$3,080.87	\$3,520.99	\$3,697.04	\$3,880.43	\$4,074.81
G	\$1,833.85	\$2,053.91	\$2,347.33	\$2,714.10	\$3,154.22	\$3,311.93	\$3,476.98	\$3,653.03
H	\$1,467.08	\$1,577.11	\$1,760.50	\$2,017.24	\$2,347.33	\$2,464.69	\$2,589.40	\$2,717.77
I	\$1,100.31	\$1,173.66	\$1,320.37	\$1,540.43	\$1,833.85	\$1,925.54	\$2,020.90	\$2,123.60
J	\$550.16	\$586.83	\$696.86	\$843.57	\$1,026.96	\$1,078.30	\$1,133.32	\$1,188.33
K	\$366.77	\$440.12	\$550.16	\$696.86	\$880.25	\$924.26	\$971.94	\$1,019.62

2003 CONSENSUS STATEMENTS

A. Traveling Teachers

The following understandings were reached in an attempt to facilitate the education process and to provide options for teachers who are assigned to and must travel between two or more buildings:

- Cell phones and/or walkie-talkies will be available for those teachers who must travel to or from Fitch and another building
- Meetings will not be scheduled in rooms where student classes are being held
- The classrooms of "regular" teachers will be used to schedule activities of the traveling teacher when the "regular" teacher is assigned a duty away from his/her regularly assigned classroom
- Music teachers at Falls-Lenox will be assigned by the principal to the music room on a rotating basis, by quarters

B. Elementary Planning Time/Back-to-Back "Specials"

In order to address the concerns raised by elementary classroom teachers related to the planning time lost while escorting students to and from "specials" while attempting to maintain classroom instruction for the "specials," the following understandings were reached:

- The building principal may need to assign a rotating "delivery/pick-up" schedule for the regular classroom teacher and the "specials" teacher
- The "specials" teachers may voluntarily agree to escort students from class to class on a regular or rotating basis
- The regular classroom teacher and the "specials" teacher may agree to alternate "delivery/pick-up" duty
- The principal may utilize high school "Senior Services" and/or "CBE" to escort students between classrooms

C. Securing High-Quality Candidates

In order to address the concerns raised concerning the need for early planning as it relates to the procurement of high-quality teaching candidates, the following understanding was reached:

To assist in financial planning and securing high-quality teaching candidates, teachers are encouraged to advise the Treasurer's office of the years of service which could be purchased for retirement eligibility under STRS.

D. Summer School Physical Education

The Board and the OFEA had discussion regarding the desire to allow high school students to take full advantage of the educational opportunities available to them. The following understandings were reached:

The Board and the OFEA agree that summer school opportunities will continue to be made available in several areas, including physical education, and that this practice will not negatively impact staffing throughout the regular school year.

E. Revisions to Article VII-B.1.C and B.2.C

The Board and the OFEA agreed that the revisions to Article VII-B.1.C and B.2.C are intended to allow up to twenty (20) minutes of additional instruction time during the regular 7 hour and 40 minute normal work day. This additional instructional time is to be allotted to the core academic areas in grades K-5.

2007 CONSENSUS STATEMENTS

A. High School Workday

1. A committee will be established to determine whether the high school schedule can be modified to better accommodate academic assistance, departmental meetings, individual and group planning and collaboration, and professional development. In exploring options, the committee will take into consideration the following interests: (1) student educational needs, (2) efficient use of school time for students and staff, (3) coordination of class schedules, (4) impact on course offerings, (5) impact on class size, (6) equity, (7) staff morale, and other interests identified by the committee. Any solution recommended by the committee to the OFEA President, OEA Consultant and administration must be supported by at least 70% of the high school faculty (one vote per teacher regardless of FTE). The OFEA President, OEA Consultant and administration will determine whether the solution requires any changes to the collective bargaining agreement. The solution and any changes to the agreement will then be recommended to the Board for approval.
2. The High School Principal and OFEA President will confer to determine the number of participants on the committee. Teacher participants will be selected by the OFEA President. Other Department Directors may be asked to participate in the process. The committee will receive training from FMCS on the interest based bargaining process and will make decisions based on a consensus, consistent with that training. Where possible and appropriate, committee meetings will be scheduled to allow for a mediator to be present to facilitate the discussion. In order to complete the process in a timely manner, the solution and MOU reflecting any changes to the agreement must be recommended to the Board no later than the February Regular Board meeting in order for the changes to be approved and implemented in the next school year.

B. Class Size

1. During the negotiations process of 2007 the Olmsted Falls Education Association identified "class size" as a significant issue that was of extreme importance to its members. There was lengthy discussion surrounding this issue, which included examples of the increasing demands the Olmsted Falls teachers are experiencing because of the ever-growing requirements of NCLB and AYP, as well as the need to properly plan, to assess students, and to communicate with parents. The Olmsted Falls administration and the Board of Education affirmed its commitment to address the concerns expressed by the Olmsted Falls

Education Association. Although currently there are financial and building limitations, the Board of Education stated its commitment to hire faculty where needed when feasible and to lower class size in grades K to 5, contingent upon the availability of classroom and financial resources.

2. Additionally, the Board of Education intends to create an 11th teaching position in the 4th grade for the 2007-2008 school year, and an 11th teaching position in the 5th grade for the 2008-2009 school year. Finally, at the start of the 2007-2008 school year, the Board of Education will, while maintaining the present Choir staffing at the middle school, add or rearrange the teaching assignments in order to create a new half time band position and a new half time physical education position at the middle school.

C. Release Time for the OFEA President

Regarding release time for the OFEA President: At the high school, the mutually agreed to schedule will include release time in lieu of a 6th teaching assignment or duty period, unless the President's teaching area requires that a 6th class be assigned in order to provide programming. If that is the case, then other options will be explored. In grades K-8, the OFEA President and building principal will explore times available throughout the teacher day that will come as close as possible to a period of time that is comparable to one class period at the high school. This may include having no morning hall duty or homeroom, using the second or end-of-the-day conference/collaboration time, or, as a last resort, using the lunch period. Pending approval of the OFEA executive board on a case by case basis, this would involve the Board of Education and Association sharing the cost of ten dollars (\$10) total per lunch used in this manner.

D. Report Card/Grade Book Program

1. A task force will be established to explore electronic/web based report card/grade book programs, taking into consideration programs that can be used District-wide by all teachers and which offer a user-friendly format for teachers and consistency between grade levels with respect to symbols, legends, keys, etc. Staff will be involved in the research/selection process. The task force will be comprised of a minimum of one teacher from each building, not to exceed eight (8) teachers, to be determined by the OFEA President, and up to three (3) administrators.
2. The task force will develop an Implementation Action Plan setting forth the process, timelines, steps for gathering information including cost considerations, and steps for implementation including piloting potential programs and on-going training and staff development.

3. The goal of the task force will be to have a pilot program in place for the 2008-2009 school year. If the pilot is successful (workable and efficient for all grade levels), the program will be in place for all teachers to utilize for the 2009-2010 school year.

4. In the interim, beginning with the 2007-2008 school year, the District will schedule late start days around the end of each grading period to be used for grading and preparing of report cards. K-8 buildings may add up to 3 additional late start days to compensate for lost professional development time that is otherwise offered during late start days. Additionally, K-8 buildings will have three (3) school days and the High School two (2) school days after the end of the grading period to submit grades. This interim resolution will remain in place until such time as a workable and efficient District-wide electronic/web based report card/grade book program is implemented which facilitates submission of grades.

2011 CONSENSUS STATEMENTS

A. Full-Time Kindergarten Teacher

The Board agrees to hire a full-time kindergarten teacher for the 2011-2012 school year. Any determination as to whether the full-time kindergarten position will continue beyond the 2011-2012 school year will be made by the Board of Education consistent with Article XI, Section F.

B. High School Social Studies Position

The Board agrees to hire a full-time social studies teacher for the 2011-2012 school year. Any determination as to whether the full-time social studies position will continue beyond the 2011-2012 school year will be made by the Board of Education consistent with Article XI, Section F.

C. Indoor Recess

A good faith effort will be made to clear the playgrounds so as to minimize the need for indoor recess.

DURATION, EFFECT, AND FORM – AND SIGNATURE PAGE

- A. Unless otherwise specified herein, this Agreement shall be effective from June 30, 2011 and remain in full force and effect through June 30, 2014.
- B. This Agreement resulted from a process of negotiations in which both the Board and the Association had the opportunity to and exercised the opportunity to negotiate all issues either party wished to negotiate, and therefore this Agreement constitutes the full and complete negotiated or modified only through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement and shall be controlling on both parties collectively and individually. Without negotiations, either party to this Agreement may exceed its obligations to the other party of this Agreement.
- C. This Agreement shall be a part of the individual contract of each teacher.

OLMSTED FALLS EDUCATION ASSOCIATION

OLMSTED FALLS BOARD OF EDUCATION

Jeff Klea 6/22/11
Association President Date

Frank J. Pedicini
Board President 6/22/11

Edward J. Felby 6/22/11
Association Secretary Date

Mark S. Horn
Board Treasurer 6/22/11

Elizabeth Roberts 6/22/11
GEA Negotiations Team Date

Todd F. Hoadly
Superintendent 6/22/11