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**AGREEMENT BETWEEN
THE SOLON CITY SCHOOL DISTRICT
BOARD OF EDUCATION
AND
THE SOLON EDUCATION ASSOCIATION**

FOR THE SCHOOL YEARS

**2011-12
2012-13
2013-14**

BOARD OF EDUCATION

Julie Glavin, President
Dorothy Seibert, Vice President
Roger Goudy
Margo Morrow
Marilyn Thomas
Tim Pickana, Treasurer

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Deborah V. Siegel, Assistant Superintendent
Thomas W. Stupica, Assistant Superintendent

SOLON EDUCATION ASSOCIATION

David Sheppard, President of Solon Education Association

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**AGREEMENT BETWEEN
THE SOLON CITY SCHOOL DISTRICT
BOARD OF EDUCATION AND
THE SOLON EDUCATION ASSOCIATION**

ARTICLE I. RECOGNITION

This agreement is made and entered into by and between the Board of Education of the Solon City School District, Cuyahoga County, Ohio, hereinafter referred to as the “Board” and the Solon Education Association, hereinafter referred to as the “Association” or “S.E.A.”

A. The Board recognizes the Association as the sole and exclusive representative for a bargaining unit of all certificated/licensed employees employed, on leave or eligible for recall under Article XI Section J of this Agreement, and all certificated/licensed employees to be employed under regular (limited or continuing) certificated/licensed employee’s contract by the Board. Included within this unit are all full-time and part-time teachers, including all counselors, school psychologists, speech and hearing therapists, librarians, media specialists, art, music and physical education instructors, special education teachers, learning disability tutors, adult education coordinator, coordinator of gifted and talented, and ESL tutors. Excluded from this unit are all noncertificated employees, teachers assigned to nonpublic schools, the superintendent, assistant superintendents, assistants to the superintendent, athletic director, director of instructional and community television, director of information systems, coordinator of special education, principals, assistant principals, administrative interns, hourly community education instructors, substitute teachers, and all other confidential, supervisory and management level employees as defined in Section 4117.01 (F), (J), and (K) of the Ohio Revised Code.

The bargaining unit shall also include “leave replacement teachers” (60 consecutive days or more), teachers who are hired to replace a teacher on a long-term leave of absence. Such leave replacement teachers are entitled to placement on the regular

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teacher salary schedule and the benefits of other provisions of the Board-SEA Agreement for the school year of employment. Contracts issued to substitute leave replacement teachers shall be considered automatically non-renewed at the conclusion of each school year without the necessity of further action by the Board, completion of the evaluation procedure, or delivery of notice of non-renewal.

- B. Recognition is for the purpose of negotiating all matters pertaining to salary and wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.
- C. No Board-employed certificated/licensed personnel covered by the Agreement shall be denied membership in the Association, and Association membership shall not be required as a condition of employment or continued employment of such personnel by the Board. The Association shall admit into membership and shall represent persons within the unit without discrimination on the basis of age, race, color, sex, creed, religion, ancestry, national origin, handicap or physical disability as provided by law.

D. Association Rights

- 1. During the term of this Agreement, The Board shall deduct S.E.A. dues from the paychecks of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.
 - a. Total annual dues shall be deducted in ten installments beginning with the October 15 paycheck and continuing over nine more paychecks (the paycheck for the 15th of the next nine months).
 - b. The S.E.A. treasurer shall certify to the Board or its designee the amounts due and names of employees signing authorization forms by October 1.

- c. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the S.E.A. treasurer within fifteen (15) days from the date of making said deductions.
 - d. The Board shall withhold the balance of any S.E.A. dues from the final paycheck of anyone who resigns, retires, or who takes leave if all ten authorized dues payments have not been made. Personnel hired after October 15 of any school year may elect to have deducted in even installments from the remaining paychecks an amount that will coincide with the total dues deducted for other members. In the event that a deduction is missed because of an error or mistake, the Board shall be held harmless as to the payment of said dues.
 - e. Members of the S.E.A. may withdraw membership and terminate dues checkoff (authorized by payroll deduction) only after notifying the S.E.A. and the Board in writing of such intent to withdraw membership and terminate dues checkoff between May 1 and May 30 of any calendar year.
2. The Association also has the following rights:
- a. Use of space on school bulletin boards;
 - b. Occasional announcements in faculty meetings and/or insertions in bulletins to teachers;
 - c. Use of all forms of school communications as long as there is no interference with regular business conducted at each building or the school district;
 - d. Use of buildings for meetings not held on school time or in conflict with other school activities in accordance with district building use policy;

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- e. Designation of the first and third Wednesdays of each month as S.E.A. meeting nights and all S.E.A. members being free to attend such meetings as may be called on these dates at 4:00 P.M.;
- f. Use of school equipment when such equipment is not otherwise in use;
- g. Duly authorized representatives of the Association permitted reasonable access to school property in order to transact official Association business (Said Association business shall not be conducted during teacher classroom time or any teacher supervisory duties. Duly authorized representatives shall be responsible for checking in with the school office in accordance with the procedures for any school visitors.);
- h. The Association President shall be notified of all Board meetings as much in advance as possible, and shall receive a copy of the agenda for each Board meeting, copies of Board items on the agenda, copies of all material distributed at each Board of Education meeting, and a copy of the minutes for each official meeting;
- i. The Association shall be afforded an opportunity to address all employees prior to the first day of classes;
- j. Attendance at professional conferences, conventions, hearings, seminars, and legislative sessions are valid reasons for Professional Leave. Any days granted to Association leadership or designees shall be directed to the Superintendent and shall not be charged against Professional Leave days. Such requests shall be authorized and signed by the President of the Solon Education Association;
- k. The Association and the Administration shall schedule at least two (2) dialogue sessions to informally discuss concerns of either party. These sessions shall be in

October and February and shall be concerned with general working conditions. Those in attendance may be any members of the Central Administration, S.E.A. Executive Board and invited guests. Additional dialogue sessions may be scheduled as deemed necessary by either the Association or the Administration.

ARTICLE II. STATEMENT OF PRINCIPLES

The Board and the Association state that the purposes of the procedures established in this document are to promote harmonious and cooperative relationships between the Board and its certificated/licensed employees and to protect the public and the welfare of Solon school children by assuring orderly and uninterrupted operation of the Solon public school system.

ARTICLE III. DEFINITIONS

- A. "agreement" refers to items on which accord has been reached under the terms of negotiating procedures (as differentiated from the capitalized form of the word Agreement which indicates this entire document.)
- B. Management (Board) responsibility —The Board is a body corporate and politic. It has those management rights conferred under Ohio Revised Code Section 4117.08 (C) (1) through (9).
 - 1. Unless the Board agrees otherwise in this Agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the Board to:
 - a. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standard of services, its overall budget, utilization of technology, and organizational structure;
 - b. Direct, supervise, evaluate or hire employees;

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- c. Maintain and improve the efficiency and effectiveness of school operations;
 - d. Determine the overall methods, process, means, or personnel by which school operations are to be conducted;
 - e. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
 - f. Determine the adequacy of the work force;
 - g. Determine the overall mission of the school system;
 - h. Effectively manage the work force;
 - i. Take actions to carry out the mission of the Board as a governmental unit.
2. The Board is not required to bargain on subjects reserved to the management and direction of the school system except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement. Employee(s) or the Association may raise a legitimate complaint or file a grievance based on this Agreement.

ARTICLE IV. NEGOTIATIONS MEETINGS

- A. Negotiations for a new collective bargaining Agreement between parties shall commence with the sending of a notice to negotiate and the procedures set forth in Chapter 4117 of the Ohio Revised Code and the Ohio Administrative Code.
- B. Negotiation meetings shall be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.

- C. Meetings shall be scheduled at reasonable intervals, places and times to avoid, as nearly as is practicable, conflict and interference with school and employment schedules. If necessary, Association members of the team may be released to attend meetings. Such release would be in addition to other released time provisions in the Agreement.
- D. Negotiation meetings shall be closed to the press and the public.
- E. Either party may recess for caucuses of reasonable length at any time.
- F. Minutes of meetings shall be kept by each party only if it deems necessary, and only in such form and detail as it may determine advisable.
- G. Representation at negotiation meetings shall be limited to three representatives of the Board, chosen from the following group: Board members, the superintendent, the superintendent's full time assistants and the Business Manager; and three members of an Association standing committee who shall be full-time certificated/licensed employees of the school system. The exception would be that each party may also have in attendance a recorder, and a consultant, advisor, or observer. Only those so designated by the Board and the Association shall attend negotiation meetings. Participation by others can only be by mutual agreement of the Board and the Association.
- H. Proposals shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation which, if agreed to by the other party, shall express the whole agreement between the parties with respect thereto. Topical listings of items proposed for negotiation ("laundry lists") shall constitute a clear failure of compliance with this requirement and shall be disregarded.

RETIRE-REHIRE INCENTIVE COMMITMENT

In accordance with the negotiated agreement between the Solon Board of Education and the Solon Education Association (Article XLZ.2.), it is my intention to retire in accordance with this incentive. I fully understand the following:

1. This is only available to me with 30 or less years of service credit as defined in the negotiated agreement.
2. I must retire and be accepted into the State Teachers Retirement System and eligible to begin receiving benefits.
3. I will be re-employed by the Solon Board of Education for one year at full salary. The re-employment option at full salary is for the next school year only. No employment beyond that year will be offered. If there is future employment, Section X.3.e. would apply. Upon rehire, there is no guarantee of same grade level or schedule just completed.
4. My salary for the one-year employment would be equal to what I would have made had I not retired. In the case where an employee desires to be rehired into a part-time position, their salary will be commensurate with percentage of contract.
5. As a teacher retiring, I am eligible to receive the incentive defined in XLZ.1. (75% of final year's salary before full retirement into STRS) which would be paid one year following completion of my rehire year.
6. I also fully understand that I would not receive my severance pay until one year following completion of my rehire year. My severance will be determined by the daily rate in effect during the last year of employment. Once severance is paid, employee's unused sick leave balance is zero.
7. I also understand that during my rehire year I will not be offered medical, dental, or vision from the Board of Education. I must take the benefits from the State Teachers Retirement System. If STRS changes their policy and does not allow rehired employees to use their medical programs, the employee must purchase those benefits from the Solon Board of Education, if they desire to have them. Board of Education medical coverage will end August 31st of your retirement year. Fulltime employees do receive life insurance while re-employed.
8. I also understand that I am to have no contact with the school district for 60 days after the effective date of my retirement without forfeiting July and August retirement benefits per STRS. This means that I will not start my rehire year until September 1st. This will cause a slight reduction in my rehired annual salary.
9. When I am rehired, my seniority is zero. This means I am the least senior person in my department or grade level.
10. Upon retiring, if I want payment of severance and incentive benefits spread over a longer period of time, I should make an appointment with the Treasurer.

After fully understanding the above, I am officially retiring my current position effective June 30, 20____ from the Solon City Schools and entering the retire/rehire incentive program. I am also retiring from my rehired position effective June 30, 20_____.

Signature

Date

Appendix M

8. Commercial, profit-motivated or partisan political use.
9. Utilization requiring privacy of any kind for any purpose.

The Internet is an electronic highway connecting thousands of computers all over the world and millions of individual subscribers. With unrestricted access to the Internet comes the availability of material that may not be of educational value and is clearly not appropriate or authorized by this policy. To monitor compliance with this policy, communications and information accessed by the authorized user is subject to random monitoring by Solon City Schools. Consequently, as an authorized user, it is understood that any expectation or right of privacy in communications, data, programs or other personal information stored, displayed, accessed, communicated, published or transmitted is waived.

It is further understood that violation of this policy may result in revocation of utilization privileges and/or administrative discipline and could lead to criminal prosecution.

Student Acknowledgment:

I have carefully read, understand and agree to comply with the Solon City Schools' Acceptable Technology Use Policy. I understand that I am personally responsible for acts or omissions in connection with utilization in derogation of this policy. I further understand that violation of this policy may result in loss of user privileges, administrative discipline and may constitute a criminal offense.

Students Name (Please Print)

Date

Student Signature

Date

Parent or Guardian Consent:

As the parent or Guardian of this student, I have read Solon City Schools' Acceptable Technology Use policy and understand that, with my consent, my child will be given access to the Internet by Solon City Schools. I understand that permitted access to the Internet is for educational purposes. I recognize that while every reasonable attempt will be made to monitor and insure that my child complies with the Acceptable Technology Use Policy, it is impossible for the school to restrict access to all controversial material. I understand that the faculty and administrators of Solon City Schools are available to provide information and answer questions regarding the Internet and acceptable use so that I may make an informed decision to provide my consent.

I hereby consent and give Solon City Schools permission to grant my child unrestricted Internet access and agree that Solon City Schools is not responsible or liable for materials, some of which may be objectionable, that my child may access while using the Internet.

Parent or Guardian

Date

ARTICLE V. ASSISTANCE AND STUDY COMMITTEES

- A. Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion. Such consultants may be used during a negotiations meeting through caucuses and may (with the consent of both parties) make a presentation within a negotiations session.
- B. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

ARTICLE VI. INFORMATION

The parties agree to furnish to the negotiating teams upon written request and in a reasonable time, available information concerning the financial status of the district and such other available information (excluding confidential pupil and staff personnel records, as well as information related to land acquisition) as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this provision; neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

ARTICLE VII. RELEASE OF INFORMATION

- A. While negotiations are in progress and until provisions of this document are exhausted, no information concerning negotiations shall be given to news media or to the public except in the form of a written press release mutually approved by the parties.
- B. Factual progress reports may be made to the represented bodies by either negotiation team at its discretion.

ARTICLE VIII. AGREEMENT

- A. Tentative agreement on negotiation items shall be reduced to

writing and initialed on behalf of each party, but such initialing shall not be construed as final agreement.

B. Final agreement reached through negotiation shall be reduced to writing and submitted to the Association for approval. The Board will act upon the agreement as quickly as possible but no later than the next regularly scheduled Board meeting following the Association ratification.

C. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be entered with the official minutes of the Board.

ARTICLE IX. DISAGREEMENT

In place of the negotiations dispute resolution procedures set forth in Revised Code Section 4117.14, the SEA and the Board agree to the exclusive use of a commissioner appointed from the Federal Mediation and Conciliation Service. Mediation through FMCS shall constitute the exclusive negotiation dispute resolution procedure for the Board and Association.

ARTICLE X. REOPENING NEGOTIATIONS

A. On request of the Board or the Association, following a judicial decision declaring unlawful this Agreement or any part thereof, the parties shall enter into negotiations on any or all of those parts of the Agreement affected by such actions, but the remaining provisions hereof shall continue in effect. The Agreement itself shall remain in full force and effect for its duration; however, notice may be given by one of the parties within ten (10) days of the awareness of the conflict for the purpose of renegotiating only the provision or provisions held to be invalid. Said renegotiations shall begin within ten (10) days of the notice being given. (See also Article XII.)

B. If there are matters of important mutual concern that arise prior to the expiration of the agreement and are not covered elsewhere herein, the parties may agree to negotiate on these matters and topics.

SOLOM CITY SCHOOLS

ACCEPTABLE TECHNOLOGY USE POLICY

Technology is playing an increasingly important role in education, and when used appropriately, can significantly enhance educational opportunities for students, staff and the community. Unrestricted Internet access is now available to students and teachers of Solon City Schools. The Internet offers vast, diverse and unique resources to both students and teachers and proper use of the Internet is encouraged. This Acceptable Technology Use Policy applies to situations where any person or persons utilize the technology resources at Solon City Schools.

The following principles have been adopted to insure that users of the technology resources at Solon City Schools comply with the Acceptable Technology Use Policy.

Authorized uses of the technology resources include:

1. Learning activities to facilitate Solon City Schools' instructional objectives.
2. Research conducted in support of educational or research programs authorized by Solon City Schools.
3. Utilization by specifically authorized persons for the administration of Solon City Schools and its programs.
4. Communications between faculty, staff and students containing messages or information, the content of which is not in conflict with this policy.

Unauthorized uses include:

1. Any utilization infringing on the rights or liberties of another.
2. Illegal or criminal use of any kind.
3. Utilization involving communications, materials, information, data or images prohibited by legal authority as obscene, pornographic, threatening, abusive, harassing, discriminatory, anti-social or in violation of any other Solon City Schools' policies.
4. Accessing, viewing, printing, storing, transmitting, disseminating or selling any information protected by law or subject to privilege or an expectation of privacy.
5. Utilization that causes or permits materials protected by copyright, trademark, service mark, trade name, trade secret, confidential or proprietary data and information statutes, or communications of another, to be uploaded to a computer or information system, published, broadcasted or in any way disseminated without authorization of the owner.
6. Any attempts to access any resources, features, contents or controls of the technology resources that are restricted, confidential or privileged.
7. Utilization of resources causing damage to or altering the operation, functions or design of the technology resources or content. Granting access to persons not authorized to use the technology resources of Solon City Schools, either by intentional action such as disclosure of account information or unintentional action such as failure to log off.

Appendix L

Solon City Schools Technology Prerequisite

The Solon Schools have had a sustained initiative to integrate technology into the educational program. Students and teachers have access to technology at all levels. Current staff members have participated in extensive staff development activities to enable them to develop the skills to effectively use this technology. It is expected that staff members new to the district already possess these fundamental skills or will acquire them during their entry year by participating in district sponsored professional development activities.

Entry level skills are specified below:

Word Processing:

- 2 different font styles
- 2 different font sizes
- 2 different styles
- Centering of text
- Spell check
- Insert a graphic (clip art/drawing)

Spreadsheet: Create a simple Spreadsheet and include at least:

- 2 columns
- 2 rows
- 1 formula
- 1 function
- Use date to: Create a chart
- Copy chart into word processing document

Database: Create a simple database and include at least:

- 2 categories (fields)
- 3 to 5 records/items per category
- Sort data and print a report

Graphics: Create a simple illustration and include use of:

- Draw or paint tools
- Graphic object/clip art
- All new hires are required to attend two (four hour) sessions to review technology integration strategies and techniques.

Information Tool:

- Design a "simple" complex research activity using Boolean logic
- Identify the best Search Engine(s) for your research activity
- Identify 3 different electronic resources for the research activity
- Write each in appropriate bibliographic style

Networking:

- Login to a network
- Create an e-mail message
- Message should identify the design of your district network and network privileges.
- Send the message
- Subscribe to a listserv
- Print listserv messages/lessons

Media/Hypermedia:

- Identify 2-3 instructional objectives that students can achieve using an authoring tool
- Identify the project/task
- Create a storyboard using a minimum of 5 cards
- Create the slide presentation
- Digitize a minimum of 1 image in the slide presentation
- Incorporate one (1) button to link card/slide in a nonlinear path

ARTICLE XI. WAGES, HOURS, TERMS AND CONDITIONS OF EMPLOYMENT

A. Salary Checks

1. Certificated/licensed employees of the Board shall be paid their salary in twenty-four "equal" installments, receiving checks on the fifteenth and last days of each calendar month. Exceptions will be paychecks that fall on weekends or holidays during the school year; in such cases, checks will be received on the last school day immediately preceding the fifteenth or the last day of the month.
2. Deductions as required by law, or as designated by the employee will be made from checks. Such deductions shall include, but not be limited to:

| <u>Item</u> | <u>Paycheck</u> |
|---|-------------------|
| State Teachers Retirement | Each Pay |
| Federal Withholding Tax | Each Pay |
| State Withholding Tax | Each Pay |
| City Income Tax | Each Pay |
| Washington National Insurance | 15th of the month |
| Solon School Employees Federal Credit Union | As requested |
| Series "E" Government Bonds | As requested |
| S.E.A. Dues | As requested |
| Hospital Insurance | When required |
| Additional Life Insurance | As requested |
| Tax Sheltered Annuities | As requested |
| Other | As requested |

3. The Board's automatic pick-up of the employee's portion of the S.T.R.S. salary contribution through the salary reduction/restatement method will continue for the term of this Agreement. The Board will not deduct federal or state taxes on the amount of the employee's contribution to the S.T.R.S. with appropriate notation made on the W-2 forms. This procedure shall be applied uniformly to all teachers.

Severance pay, supplemental salaries and index, and other matters shall be based on the published salary schedule.

4. In the event of a resignation of a teacher effective during the school year, the teacher shall be paid on the next convenient regular pay period following the effective date of resignation. If a resignation is effective at the end of the school year, the balance of pay may be paid at the next convenient pay period following effective date, or may be paid during the regular pay periods in accordance with the original contract.
5. All supplementary contracts for which payment is made in one check, will be paid in a separate check from the regular salary at the employee's regular exemption rate (the same rate of deductions as the regular salary payment.) Full-year supplementals will receive half pay at the end of the first semester and the second payment at the end of the school year. Seasonal and intramural contracts will be paid at the completion of duty. Mentor teachers will receive one payment at the end of the school year.
6. SUMMER PAY - Consideration should be given to individual teacher requests for receiving summer pay earlier than per the adopted schedule. Approval will be granted only in rare instances and on the basis that evident hardship is involved. It is also assumed that notification will be early—except for emergencies—and that the money is available. It is difficult to set up guidelines on this item—what is hardship or emergency for one person might be something that others can plan in advance. Requests should go to the treasurer by June 1st.
7. Part-time contracts shall be calculated according to the following principles:
 - a. The percentage of the full-time contract for which the part-time certificated/licensed employee is paid will be determined by the class schedule or instructional contact

CONTINUING CONTRACT REQUEST

NAME _____

Each fall the administration needs to compile a list of all teachers that wish to be considered for tenure. All teachers on a one year limited contract need to complete this form. **Failure to complete this form disqualifies the staff member for consideration of tenure.** Our contract requires at least three evaluations prior to granting a continuing contract. Please review the following requirements and complete the form. Sign and return both copies of the form to your building principal by September 15. Your principal will sign both and return one copy to you. Please keep that copy with all other important papers.

REQUIREMENTS FOR A CONTINUING CONTRACT (tenure)

1. You must have a Professional Certificate on file by July 15 of next year. Example: If this is September of 1996, you must have your professional certificate on file by July 15, 1997.
2. Counting this school year, you must have three years teaching experience in Solon or have been granted a continuing contract in another district and been teaching in Solon for two years.

Please check one of the following responses.

- _____ 1. I will not be eligible for a continuing contract.
- _____ 2. I do not wish to be considered for a continuing contract.
- _____ 3. I may be eligible for a continuing contract. (Select this option if you are currently working on your Professional Certificate, but are not sure if you will complete the needed coursework in time to meet the July 15 deadline.)
- _____ 4. I will be eligible for a continuing contract.

If you selected option 3 or 4, please complete the following.

- _____ My Professional Certificate is on file with the Board Office.
- _____ I anticipate my Professional Certificate will be issued on _____
(Date)

Teacher Signature

(Date)

Principal Signature

(Date)

Appendix J

SABBATICAL LEAVE AGREEMENT

I, _____ am agreeing to a sabbatical leave for the _____ school year. In accordance with the negotiated agreement between S.E.A. and the Board of Education at the completion of my sabbatical leave I am obligated to return to my position for a period of not less than one school year unless causes beyond my control prevent my return to service. If I do not return to my position, I will be responsible for reimbursing to the school district all salary paid to me during my sabbatical leave. I understand that I may purchase, at cost, all fringe benefits in effect during this leave.

I further understand that I will be placed in my same or similar position upon my return to work and that I will accrue experience credit during that time. Furthermore, no tuition reimbursement will be paid by the Board of Education for courses taken while I am on sabbatical leave. I will at the end of my sabbatical leave submit a statement of achievement to the Superintendent.

I am signing this agreement with the understanding that it is in full compliance with the negotiated instrument between the Board of Education and S.E.A.

Signature

Date

time of full-time certificated/licensed employees in that building.

- b. The percentage contract established in 7a. above will be applied to the school day defined in Article XI Section V.1. for purposes of determining planning, duty, and lunch time. Planning and lunch time will be proportional to the part-time contract percentage. The remaining time will be assigned by the building principal as duty time.
 - c. Part-time employees shall have a schedule which is continuous whenever possible.
8. An individual/small group instruction teacher (i.e., learning disability tutor) as defined in the Ohio Department of Education Rules for the Education of Handicapped Children, 3301-51-03 c., pages 45 through 47, shall be recognized as a certificated/licensed employee and be represented by the certificated/licensed employee's Association. Thus, an individual/small group instruction teacher's hourly rate of compensation shall be determined by the schedule below and applied to the Bachelor's base with no experience. Benefits provided will be equivalent to that provided to other certificated staff.

| Years Experience | Index |
|------------------|----------|
| 0 | .0006261 |
| 1 | .0006512 |
| 2 | .0006772 |
| 3 | .0007043 |
| 4 | .0007325 |
| 5 | .0007618 |
| 6 | .0007923 |
| 7 | .0008240 |
| 8 | .0008570 |
| 9 | .0008913 |
| 10 | .0009270 |
| 11 | .0009641 |
| 12 | .0010027 |

- a. A full time learning disability (L.D.) tutor will work the same day as the teachers in the building where they are assigned (Art. XI, V.1). This day includes a 30-minute, unpaid and uninterrupted, lunch period between 11 a.m. and 1 p.m.
- b. Because of their hourly employment, and the different lengths of school days, daily compensation for a full time L.D. tutor will be as follows:

| | |
|----------------|------------------------|
| High School | 7 hours and 30 minutes |
| Middle School | 7 hours and 15 minutes |
| Orchard | 7 hours and 15 minutes |
| Elementary K-4 | 7 hours and 15 minutes |

- c. A full time LD tutor's duties/responsibilities will include, as part of their compensation, the following:
 - 1) Attendance at all building staff meetings, department meetings, the monthly system wide special education meeting, building Curriculum Night, Intervention Assistance Team (IAT) meetings, and parent/teacher conferences.
 - 2) Occasionally, there may be some activities that arise outside of the items mentioned in 1) above. These activities will need prior approval for compensation; L.D. tutors must request approval from the building principal, who will inform the coordinator of pupil services. Requests should be made as far in advance of the date as possible.
 - 3) There will be other activities that will also be asked of teacher, e.g. Cultural Awareness Training, where the L.D. tutor will be reimbursed at the curriculum rate, as teachers are, rather than the L.D. tutor's hourly rate.

EDUCATIONAL IMPROVEMENT APPLICATION FORM
(Form to be completed in cooperation with your principal)

1. Type of educational improvement requested (inservice, etc.)

2. Name _____ 3. Position _____
4. Building _____
5. Objectives of the Educational Improvement Program being requested: _____
6. Nature of the Program: Date: _____ To: _____
Location _____
Number of persons involved _____
Description of the program _____

and acceptable to the Department of Certification of the State of Ohio on or before September 15. If transcripts are delayed, a report card confirming the grade will be used until a transcript arrives. Official transcripts must arrive by October 15.

Official transcripts must be in the board office before October 15. Transcripts should reflect course work taken during the previous school year but not later than the summer session of the year prior to the September 15th deadline. Any course that is in progress at the beginning of any school year shall not be included in salary upgrades until the following school year. If they are not received by that time, salary will be refigured on the lower basis and any additional payments made during the first pay period will be deducted from the following paycheck.

11. CEU's for Salary Credit

- a. Use of CEU's on the salary schedule is limited to the equivalent of six semester hours (nine quarter hours) or 18 CEU's. The time line for submission of CEU's will be the same as XI.A.10.
- b. CEU's for salary credit movement may only be used for movement on the salary schedule after the Master's column.
- c. Any salary credit movement prior to the Master's must be by university approved coursework.
- d. Employee's taking CEU's for either salary schedule movement or license renewal or upgrades will be charged for the CEU. The cost of the CEU will be determined by taking the average of a graduate credit hour from Cleveland State, Akron and Kent State University and dividing by three (3 CEU's = 1 semester credit hour). The Board will then pay half of the CEU credit cost while the

PERSONAL LEAVE FORM

I, _____, hereby certify that I am using personal leave to take care of necessary personal affairs that cannot reasonably be taken care of at other times or by others. I have checked below the reason(s) that apply for this leave day which is to be taken on _____.

- 1. _____ For handling necessary personal affairs that cannot reasonably be taken care of at other times or by others. Examples would be real estate settlement procedures, religious holidays, accidents in the immediate family, graduation from high school or college by someone in the immediate family, and the like. Excluded would be routine dental appointments or other affairs that could just as well be handled outside of school hours, also trips to accompany spouse on business trips, vacations, conventions.
- 2. _____ Other (fits criteria, no explanation needed, limited to one (1) day per year).
- 3. _____ At the discretion of the superintendent, additional days of personal leave without loss of pay or deduction from sick leave may be granted for accidents or death in the immediate family, or accidents affecting family property, or marriages in which the professional staff member is to be the spouse, or under unusual and abnormal circumstances, or for other justifiable reasons. Immediate family could include grandparents, father, mother, sister, brother, husband, wife, child, and in-laws bearing these relationships, and any other persons who are members of the immediate household.

Requests for permission for such leave are to be submitted in writing (attached to this personal leave form) and sent to the Superintendent's office in advance of such date, if possible.

Substitute required: Yes _____ No _____

Employee's Signature Date

THIS FORM IS TO BE SUBMITTED IN TRIPLICATE TO BUILDING PRINCIPAL

Teacher's Copy

Superintendent's Copy

Principal's Copy

Building Principal's Signature

Approved Not Approved

Comments: _____

Superintendent Date

Rev. 7-18-05
White: Administration Yellow: Employee Pink: Principal

Appendix F

SOLOM CITY SCHOOL DISTRICT
Solon, Ohio

REQUEST FOR PROFESSIONAL LEAVE

Employee _____ Date of Request _____

Building/Department _____

Note: Request must be forwarded to Assistant Superintendent at least three weeks prior to the Board of Education meeting.

Meeting/Conference _____

Meeting Sponsored By _____

Date(s) _____ Location _____

Purpose/Objectives _____

Attendance Requested By: Teacher Administration Other: _____

Substitute Needed? _____ Full Day Partial Day

Recommended Approvals for Professional Leave

| | |
|-----------|--------------------------|
| Principal | Assistant Superintendent |
|-----------|--------------------------|

Expenses

| | Estimated | Prepaid Actual | To be reimbursed Actual | Approvals for Actual Expenses |
|---|-----------|----------------|-------------------------|-------------------------------|
| Registration | | | | |
| Lodging | | | | Employee |
| Transportation (Miles _____ x 50.5¢) | | | | |
| Meals | | | | Principal |
| Other (explain) | | | | |
| Total: | | | | Superintendent/Designee |

Expenditure Code: _____

For Treasurer's office use only:

Copies:
 White: Treasurer's Office Canary: Building Administrator Pink: Employee Gold: Asst. Supt.
 Rev. 6/4/08

employee will pay the other half. For example, if the average cost of a credit hour between the three universities is \$100, that amount will be divided by two with half the average cost being \$50. That \$50 is further divided by three which will make the cost \$16.66/CEU.

12. Upon the request of the Solon Education Association (SEA), the SEA recording secretary and Welfare and Finance Chair designated by the SEA shall be compensated to participate in negotiations, mediation, bargaining, grievances, arbitrations, or local, state and national meetings of the SEA. No loss of salary paid by the Board shall occur; the amounts paid to the SEA officers are in excess of the teaching contract. In addition, such employee shall be entitled to the amounts authorized by SEA:

| | |
|---------------------------|------------|
| Recording Secretary | \$2,000.00 |
| Welfare and Finance Chair | \$2,000.00 |

Permits retirement contributions by officials on amounts paid for SEA service up to the applicable annual maximum compensation.

B. Tuition Expense Reimbursement

1. A plan has been adopted which provides for salary adjustments in an amount equal to one half (1/2) of **uniform tuition rate** for administration-approved coursework and continuing education units (CEU's) in any given year (September 1 to August 31). This uniform tuition rate will be an average hourly tuition rate based on the tuition rates of the following colleges and universities agreed upon by both SEA and the Board of Education. This rate will be recalculated each year. (Cleveland State, Kent State, Akron University, John Carroll, Ashland and Baldwin-Wallace). The objective of this reimbursement is to encourage improvement of individual effectiveness and thus the quality of our educational program.

2. This program does not prohibit professional staff members from taking coursework of their choice. However, only programs which are considered to be beneficial to the school system and the staff member's job performance will be approved for tuition expense reimbursement.
3. Video Correspondence Courses - The Board will approve, for tuition reimbursement and placement on the salary schedule, only courses taken at a site with a university-approved site leader or courses taken as a part of a graduate program. (see XI.X.8)
4. On-line Courses - The Board of Education will also approve on-line courses for tuition expense reimbursement and salary credit. (see XI.X.8)
5. The procedure governing the plan is as follows:
 - a. An application must be submitted in duplicate for each course as soon as practicable and preferably before enrollment, but in no case later than four (4) weeks after completion of the course.
 - b. The application forms are to be submitted to the superintendent of schools. The superintendent may request a conference before rendering a decision. One signed copy will be returned to the applicant following formal action by the superintendent.
 - c. The applicant pays the tuition charge for the approved coursework.
 - d. Upon completion of the approved course(s), the final grade report along with the tuition receipt is to be presented to the superintendent for approval before reimbursement is authorized. The grade report will be returned to the applicant by the treasurer, but the tuition receipt will be returned only upon request.

SOLON CITY SCHOOL DISTRICT
33800 Inwood Road
Solon, Ohio 44139

Date _____
of application

TUITION EXPENSE REIMBURSEMENT

Teacher Name _____ Grade/Subject _____

School _____

Total years teaching experience _____ years. Degree(s) held _____

| COURSE NUMBER | SCHOOL | NAME OF COURSE | DATE |
|---------------|--------|----------------|------|
| | | | |
| | | | |
| | | | |

Above course(s) taken for: (please check)

- Advanced Degree
- Teaching Certificate
- Administrative/Supervisory Certificate
- Exposure to new concept, knowledge in my field/level
- Broadening my background in other fields/levels
- Refresher
- Other (please specify - use other side if necessary) _____

Submitted by _____

Not approved

Approved _____ Date _____
Superintendent's Signature

Reason if not approved _____

(SUBMIT IN DUPLICATE)

Appendix D

GRIEVANCE
Form B

1. Level _____ Meeting 2. Date _____
3. In Attendance _____

4. Date of occurrence _____ 5. Date Grievance filed _____
6. Nature of dispute, disagreement, or difference (please state all facts: where, when, who, why, and how): _____

7. Grievant's PR&R Committee's Position _____

8. Administration/Board Position _____

9. Disposition and Reasons Thereof: _____

10. Grievant and Association informed in writing of disposition on _____

Signature

e. Normally, the payment will be made part of the next or subsequent pay period following the superintendent's authorization as indicated in Article XI. Section A.5. above.

f. Part-Time Employees - A single payment of the portion of one-half tuition payment equal to fractional regular assignment. That is, a teacher working half time, or employed regularly half time, shall receive one-half of one-half of tuition cost. A teacher with 3/5 assignment shall receive 3/5 of one-half of tuition cost as approved, as a one time payment salary adjustment.

C. Severance Pay

1. The Solon Board of Education will pay severance pay to each employee upon retirement into the State Teachers Retirement System. The amount of severance pay shall be equal to the current daily rate of pay for the retiree for one hundred percent (100%) of the accumulated and unused sick leave, with a maximum payment of seventy-five (75) days. Daily rate used for calculating severance will be based on the salary schedule in effect on the date of retirement into the STRS system.
2. Retirement shall be defined to mean actual retirement from employment and eligibility for retirement benefits under the State Teachers Retirement System of Ohio. Should an employee return to employment from retirement, the employee would forego any claim to sick leave days which have been previously used to compute severance pay.
3. Severance pay shall be made in one payment and shall be made only once to any employee. Severance pay shall be exempt from deductions except as provided by law. Severance pay will be paid 75 days following retirement.
4. In addition, a certificated/licensed employee of the Solon Board of Education after five (5) years of continuous service will be compensated at the following rate upon leaving the

system due to reduction in force.

- 5 years - 15% of the established formula
 - 10 years - 30% of the established formula
 - 15 years - 50% of the established formula
 - 20 years - 80% of the established formula
 - 25 years - 100% of the established formula
- 100% into STRS

5. Should an employee die before retirement and have worked long enough for the employee's family to be eligible for S.T.R.S. "Survivor Benefits," that portion of severance pay the employee would be eligible for had the employee been released due to reduction in force will be paid to the employee's estate.

D. Tax Sheltered Annuities

- 1. The treasurer is authorized to make deductions from payroll if so requested by the employee for tax sheltered annuities.
- 2. The Solon Board of Education in no way sponsors, approves, suggests or recommends any one of the companies, and is in no position to confirm the financial responsibilities of any of the companies.

E. Health and Life Insurance

- 1. Single or full family hospitalization coverage for Medical Mutual Super Med Plus Comprehensive Plan with age 23 Rider on Family contracts will be provided at the expense of the Board of Education for all full-time professional employees.
- 2. The Board of Education provides the Medical Mutual Group Dental Plan, single or full family coverage, for all

GRIEVANCE
Form A

- 1. Name of Grievant _____
- 2. School where employed _____
- 3. Nature of grievance: (state exactly what happened, when, where, why and what adjustment is being sought) _____

- 4. Number of professional employees involved _____
- 5. Date of occurrence _____
- 6. Witnesses _____
- 7. Do you wish to be represented at hearings by the Solon Education Association?
Yes _____ No _____

Signature of the Aggrieved

Date

- Copies sent to:
- Original to Principal _____
 - Duplicate to Superintendent _____
 - Triplicate to S.E.A. PR&R Chairperson _____
 - Quadruplicate to Grievant _____

Appendix C

REQUEST FOR STUDENT REMOVAL

(copies for staff member and building principal)

Name of Student _____

Date _____

Relative to the collective bargaining agreement between the Solon Board of Education and the Solon Education Association, I am hereby requesting the removal of the above student from my class due to repeated student behavior violations. Article XI, Section P states: "Regardless of the cause of any pupil difficulty, no teacher or class is ever required to tolerate any acts of gross misconduct, including flagrant discourtesy, acts of violence, abusive and vile language, and/or deliberate insubordination. Such cases are referred to the principal or his/her designee for action. The teacher may request **in writing** to the principal a refusal of admission of a student to class who repeatedly commits such acts."

Attach explanation and rationale for request for removal of student: (include specific incident(s) and dates)

Teacher (print name) _____

Teacher Signature _____

Date _____

Administrative Decision and Rationale: (please return a copy of your decision to the staff member above)

Administrator Name (print) _____

Administrator Signature _____

Date _____

full-time professional staff members. The exact program is 100% Preventive Services, \$50 deductible with 80%-20% co-insurance for General Services and Prosthetic Services, and 60%-40% Orthodontic co-insurance benefits with a maximum benefit of \$1,200. Dependents are covered through age 23.

3. The Board of Education provides a vision care program for all full-time professional employees.
4. The prescription benefit for employees shall be 0% for generic, 10% for formulary, and 15% for non-formulary drugs. For mail order medications with a 90-day supply, the limits are \$0 for generic, 10% with a cap of \$20 for formulary, and 15% with a cap of \$46 for non-formulary. There is a generic incentive for both retail and mail order prescriptions in that the user must select the generic when available or pay the difference between the generic cost and the brand cost. Mandatory mail order will be required after the third fill within 180 days of the same medication (maintenance medication) at the retail level. If the employee chooses to purchase a maintenance medication from a retail pharmacy instead of mail order, they will be charged a co-payment each time. The co-payment for a generic drug is 20%, a formulary drug is 20% and a non-formulary drug is 30%.
5. The Board of Education shall provide a term life insurance policy equal to \$50,000 for each full-time employee.
 - a. Upon the death of a certified employee, the Board of Education shall provide up to \$500 to be applied to legal, financial, and/or accounting advice to the beneficiary of the life insurance policy.
 - b. By accepting the sum specified under subsection (a.) of this Article, under the conditions stated therein, the certificated employee agrees to hold the Board and the

S.E.A. harmless from any actual or potential liability arising as a consequence of the quality and character of the legal, financial, and/or accounting advice that said employee receives and obtains.

6. Part-time certified personnel teaching or employed half-time or more can receive Medical Mutual Super Med Plus Comprehensive hospitalization, single plan coverage, paid by the Board of Education as stated in Section E-1. If the family plan is desired, the difference in cost shall be paid by the employee by payroll deduction (see #7). No life insurance coverage will be offered to part-time employees. No dental or vision care coverage shall be supplied by the Board of Education to part-time employees. However, the Board of Education will allow part-time employees to purchase individual/family dental and vision coverage at the current group rate if acceptable to the insurance carrier. The employee monthly contribution for this contract shall be no higher than as follows:

| | 11-12 | 12-13 | 13-14 |
|------------------|--------|--------|--------|
| | 13.58% | 13.58% | 13.58% |
| Single | 71.89 | (TBD) | (TBD) |
| Family | 200.00 | (TBD) | (TBD) |
| Family (spousal) | 128.11 | (TBD) | (TBD) |

* Values are subject to rate decreases/increases

11-12 rates were determined September 1, 2010-13.58%

12-13 rates determined September 1, 2012-13.58%

13-14 rates determined September 1, 2013-13.58%

7. Spousal Insurance – all professional employees are subject to the following spousal limitations:

If an employee’s spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, the spouse must enroll in such employer sponsored group

Appendix B

Salary Schedule for New Hires
11-12, 12-13, 13-14

| \$ 41,238.00 | NON DEGREE | B | B+15 | M | M+15 | M+30 |
|--------------|---------------|-----------|-----------|-----------|-----------|-----------|
| a(0) | \$ 38,286 | \$ 41,238 | \$ 42,934 | \$ 44,793 | \$ 46,324 | \$ 48,012 |
| b(1) | \$ 39,772 | \$ 42,843 | \$ 44,604 | \$ 46,542 | \$ 48,130 | \$ 49,885 |
| c(2) | \$ 41,315 | \$ 44,511 | \$ 46,344 | \$ 48,356 | \$ 50,011 | \$ 51,837 |
| d(3) | \$ 42,924 | \$ 46,244 | \$ 48,154 | \$ 50,245 | \$ 51,968 | \$ 53,863 |
| e(4) | \$ 44,592 | \$ 48,050 | \$ 50,034 | \$ 52,208 | \$ 53,999 | \$ 55,975 |
| f(5) | \$ 46,334 | \$ 49,925 | \$ 51,990 | \$ 54,250 | \$ 56,115 | \$ 58,165 |
| g(6) | \$ 48,141 | \$ 51,877 | \$ 54,025 | \$ 56,377 | \$ 58,314 | \$ 60,449 |
| h(7) | \$ 50,021 | \$ 53,907 | \$ 56,140 | \$ 58,583 | \$ 60,602 | \$ 62,822 |
| i(8) | \$ 51,975 | \$ 56,017 | \$ 58,340 | \$ 60,883 | \$ 62,981 | \$ 65,287 |
| j(9) | \$ 54,013 | \$ 58,213 | \$ 60,630 | \$ 63,273 | \$ 65,452 | \$ 67,854 |
| k(10) | \$ 56,127 | \$ 60,498 | \$ 63,009 | \$ 65,760 | \$ 68,027 | \$ 70,528 |
| l(11) | \$ 58,325 | \$ 61,873 | \$ 65,486 | \$ 68,341 | \$ 70,701 | \$ 73,297 |
| m(12) | \$ 60,612 | \$ 65,342 | \$ 68,058 | \$ 71,035 | \$ 73,483 | \$ 76,189 |
| n(13) | \$ - | \$ - | \$ 71,860 | \$ 73,830 | \$ 76,377 | \$ 79,189 |
| o(14) | \$ - | \$ - | \$ - | \$ 76,740 | \$ 79,387 | \$ 82,312 |
| p(15) | \$ - | \$ - | \$ - | \$ - | \$ 83,741 | \$ 85,557 |
| q(20) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 88,933 |

insurance coverage(s). The spouse may enroll in single employer-sponsored group insurance coverage(s); the spouse is not required to enroll in family coverage.

Upon the spouse's enrollment in any such employer-sponsored group insurance coverage, that coverage will become the primary payer of the spouse's benefits and the coverage sponsored by the Board will become the secondary payer of the spouse's benefits if family coverage is selected.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, as required by this section, shall be ineligible for benefits under the group insurance coverage sponsored by the Board.

Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written declaration verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer.

If an employee submits false information or fails to timely advise the Board of a change in his/her spouse's eligibility for employer-sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Board providing benefits to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board.

- 1) Any amount to be reimbursed by the employee may be deducted from the benefits to which you would otherwise be entitled.
- 2) In addition, the employee's spouse will be terminated immediately from the Board's group health insurance and/or prescription drug insurance coverage. If an employee

submits false information, he/she may be subject to disciplinary action by the Board, up to and including termination of employment.

Employees hired prior to 2008 will pay a contribution reduced by the amount of the Solon single coverage contribution (See E.6). Although this item is negotiable, it is the intent of the administration to pursue the elimination of discounted family spousal contributions in subsequent contracts. Employees hired after 2008 subject to spousal waiver will not receive the discounted family spousal contribution.

For retired spouses:

- Retired is defined as a person receiving a regular (monthly or otherwise) payment from a retirement plan.
- Spousal waiver does not apply to retired spouses whose only other coverage is Medicare. Those employees whose only other coverage is Medicare will be allowed to be primary on the Board's coverage.
- If a spouse is retired and not on Medicare the employee must pay a monthly surcharge equal to the entire single premium COBRA rate and the employee will pay the employee family contribution rate.
- The monthly surcharge will be waived if the spouse is eligible for and elects single retiree health insurance, thereby making Solon Schools' coverage secondary. The retiree coverage must be such that Solon Schools can coordinate benefits. The employee will pay the employee contribution for family spousal coverage (discounted rate).

8. In the event that, during the term of this agreement, Federal health-care legislation is enacted which legislation directly impacts upon and, in addition, directly causes or mandates increased premium costs (above and beyond normal Solon experienced-based rate increases or inflationary increases) of the health care program for employees as set forth in this agreement, the S.E.A. and the Board of Education agree to

**SOLO CITY SCHOOL DISTRICT
CERTIFIED SALARIES
2011 - 2014**

| YEARS | NON DEGREE | B | B+6 (B+9) | B+12 (B+18) | B+18 (B+27) | B+24 (B+36) | M | M+6 (M+9) | M+12 (M+18) | M+18 (M+27) | M+24 (M+36) | M+30 (M+45) |
|-------|------------|--------|-----------|-------------|-------------|-------------|--------|-----------|-------------|-------------|-------------|-------------|
| 0 | 40,914 | 44,068 | 44,796 | 45,526 | 46,235 | 46,967 | 47,867 | 48,421 | 49,137 | 49,868 | 50,587 | 51,307 |
| 1 | 42,502 | 45,784 | 46,535 | 47,295 | 48,034 | 48,798 | 49,736 | 50,306 | 51,056 | 51,809 | 52,559 | 53,308 |
| 2 | 44,150 | 47,566 | 48,349 | 49,142 | 49,908 | 50,700 | 51,675 | 52,273 | 53,046 | 53,838 | 54,616 | 55,395 |
| 3 | 45,870 | 49,418 | 50,238 | 51,058 | 51,856 | 52,686 | 53,694 | 54,319 | 55,122 | 55,944 | 56,753 | 57,560 |
| 4 | 47,653 | 51,348 | 52,197 | 53,051 | 53,880 | 54,744 | 55,792 | 56,436 | 57,277 | 58,129 | 58,975 | 59,817 |
| 5 | 49,515 | 53,352 | 54,236 | 55,127 | 55,989 | 56,881 | 57,974 | 58,650 | 59,517 | 60,409 | 61,289 | 62,157 |
| 6 | 51,445 | 55,437 | 56,357 | 57,281 | 58,180 | 59,110 | 60,247 | 60,944 | 61,850 | 62,781 | 63,689 | 64,598 |
| 7 | 53,454 | 57,607 | 58,564 | 59,522 | 60,459 | 61,428 | 62,603 | 63,339 | 64,280 | 65,239 | 66,189 | 67,134 |
| 8 | 55,542 | 59,862 | 60,857 | 61,855 | 62,830 | 63,832 | 65,062 | 65,822 | 66,801 | 67,803 | 68,788 | 69,768 |
| 9 | 57,720 | 62,209 | 63,244 | 64,285 | 65,293 | 66,343 | 67,616 | 68,402 | 69,424 | 70,464 | 71,487 | 72,511 |
| 10 | 59,979 | 64,651 | 65,722 | 66,809 | 67,858 | 68,944 | 70,273 | 71,094 | 72,154 | 73,234 | 74,303 | 75,369 |
| 11 | 62,328 | 66,120 | 68,310 | 69,431 | 70,527 | 71,657 | 73,032 | 73,885 | 74,990 | 76,114 | 77,226 | 78,328 |
| 12 | 64,772 | 69,826 | 70,990 | 72,161 | 73,300 | 74,468 | 75,911 | 76,792 | 77,940 | 79,107 | 80,266 | 81,418 |
| 13 | | | | | 76,181 | 77,403 | 78,898 | 79,819 | 81,011 | 82,224 | 83,422 | 84,624 |
| 14 | | | | | | | 82,007 | 82,960 | 84,201 | 85,465 | 86,717 | 87,962 |
| 15 | | | | | | | | | | 88,837 | 90,139 | 91,429 |
| 20 | | | | | | | | | | | | 95,036 |

Appendix A

**SOLON CITY SCHOOLS
SUPPORT RECOMMENDATIONS**

During the evaluation process, the area listed below was identified as in need of improvement:

1. Area or skill needing improvement:
Evaluation form reference(s): _____
2. Action Plan (activities, resources, coursework, etc.)
3. Sources of assistance (inservice, administrative help, other teachers, etc.)
4. Means of measuring progress:
5. Time-line for evaluating process:

Administrator

Teacher

Date

re-open negotiations for the purposes of discussing the health-care program set forth in this agreement.

9. The Board will make available a Flex-Pro (flexible spending account) policy for all certificated/licensed employees.
10. The board of education will establish a health care committee which will include representation from SEA (no veto power).

F. Physical Examination

1. All new teachers to the Solon City School district before taking up their duties for the first time shall be required to file with the superintendent of schools a form signed by a reputable physician showing that they are in good health and physically able to perform the duties to which they are assigned. The expense of the examination shall be borne by the teacher.
2. The Board may require any employee to submit a report of the physical and/or mental examination at any time the occasion warrants. Arrangement and payment for the requested examination shall be borne by the Board and held during the employee's school day without loss of pay or sick leave.
3. All new personnel shall take an acceptable tuberculosis test. The arrangement of the initial patch or x-ray test, and any expense of this initial test, shall be borne by the Board. Any employee not taking the scheduled examination provided for will arrange for their own and shall bear the expense of such a test.

G. Leaves

1. **Personal Leave** (See Appendix G)
 - a. Regulation. Absence on account of necessary personal affairs will be approved, not to exceed two (2) days a year

and not to be cumulative from one year to another.
Written notice of the need for leave shall be submitted to the building principal on the form (Appendix G) as early as possible.

b. Explanation. This policy is established to permit absence without loss of pay or sacrifice of sick leave time for handling necessary personal affairs that cannot reasonably be taken care of at other times or by others. Examples would be real estate settlement procedures, religious holidays, accidents in the immediate family, graduation from high school or college by someone in the immediate family, and the like. Excluded would be routine dental appointments or other affairs that could just as well be handled outside of school hours, also trips to accompany spouse on business trips, vacations or conventions.

c. At the discretion of the superintendent, additional days of personal leave without loss of pay or deduction from sick leave may be granted for accidents or death in the immediate family, or accidents affecting family property, or marriages in which the professional staff member is to be the spouse, or under unusual and abnormal circumstances, or for other justifiable reasons. Immediate family could include grandparents, father, mother, sister, brother, husband, wife, child, and in-laws bearing these relationships, and any other persons who are members of the immediate household.

d. Requests for permission for such leave are to be submitted in writing to the Superintendent's office in advance of such date, if possible.

e. Conference or curriculum night - see reference H.7 page 38.

2. Child Care Leave

a. A professional staff member who becomes knowledge-

C. Interpersonal Relations

- 38. Promotes self-discipline and responsibility
- 39. Is continuously growing professionally through study, experimentation and participation in professional activities.

| (1) | (2) | (3) | (4) | (5) | (6) |
|-----|-----|-----|-----|-----|-----|
| | | | | | |
| | | | | | |

IV. SUMMARY COMMENTS (STRENGTHS, WEAKNESSES, RECOMMENDATIONS)

V. TEACHER'S COMMENTS

Revised: March, 1994

Appendix A

CODE FOR APPRAISAL

1. **Significantly Below Expected Level of Achievement** - This item clearly needs improvement. The teacher needs to work closely with an administrator to set specific goals, timelines for meeting goals and evaluation measures. The district considers a "1" to be a serious problem that must be corrected.
2. **Below Expected Level of Achievement** - On this item the teacher needs to think about ways to develop skills and techniques that would improve performance. The teacher is asked to clearly monitor and review his/her own work. Help may be provided by an administrator.
3. **Meets Expected Level of Achievement** - The teacher performs at a satisfactory level in this area.
4. **Above Expected Level of Achievement** - The teacher handles this item in a competent way with very little help and supervision. It is accomplished positively for almost all students and does not need improvement.
5. **Outstanding** - The teacher handles this item extraordinarily well to the benefit of all students. This is done with creativity and without help. An outstanding means this teacher is at the top of his/her profession, a model to others and a highly valued employee.
6. **Not observed at this time**

III. TEACHING PERFORMANCE

(1) (2) (3) (4) (5) (6)

A. Teaching Techniques

| | | | | | | |
|--|--|--|--|--|--|--|
| 22. Communicates effectively with students | | | | | | |
| 23. Organizes instruction around objectives | | | | | | |
| 24. Demonstrates ability to select appropriate learning content | | | | | | |
| 25. Provides instruction for different aptitudes and abilities | | | | | | |
| 26. Provides students with specific oral, evaluative feedback | | | | | | |
| 27. Uses questioning techniques effectively | | | | | | |
| 28. Provides opportunities for closure to lesson objectives | | | | | | |
| 29. Facilitates interesting, varied, and stimulating classes | | | | | | |
| 30. Plans each day carefully, but is flexible in utilizing immediate educational opportunities | | | | | | |

B. Classroom Environment

| | | | | | | |
|--|--|--|--|--|--|--|
| 31. Organizes the educational setting | | | | | | |
| 32. Demonstrates evidence of personal organization | | | | | | |
| 33. Demonstrates classroom control relevant to learning activities in which students are engaged | | | | | | |
| 34. Maintains attractive and healthful classroom | | | | | | |
| 35. Recognizes student's emotional and social needs | | | | | | |
| 36. Has genuine concern for all students regardless of gender, culture, race, intellect or economic status | | | | | | |
| 37. Is respected by pupils; secures voluntary cooperation; handles behavior problems appropriately | | | | | | |

able of the birth or anticipated birth of his/her child, or who has adopted a child is eligible and shall be granted an unpaid Child Care Leave.

b. No later than April 1st of any year, the staff member must submit written notice of the effective date of the leave to the superintendent or superintendent's designee. A request for alteration or cancellation of the effective date may be made to the superintendent or superintendent's designee.

c. Employees requesting child care leave will be granted such leave on the following basis.

1) Staff members who request child care leaves to begin during the year they are currently teaching will be granted such leave for the remainder of the school year only. Requests for leave must be made in accordance with 2-b above and is renewable for one additional year in accordance with 3 below.

2) If a teacher delivers a child, she must return to work within fourteen (14) weeks from delivery. If the staff member decides to take a child care leave, they must do so in accordance with the paragraph above. The first six weeks after delivery is considered sick leave. Any additional time would follow the sick leave policy. Child care leaves may be renewed subsequently for the following school year in accordance with 3 below.

3) Full year request. Staff members who request a leave of absence in a year other than when a child is born, or when the 14 weeks does not extend into a school year, will be granted a leave on a school year basis only. Therefore, any teacher requesting a leave of absence prior to the beginning of any school year shall be placed on a one school year child care leave. The request for that leave of absence should come by April 1st.

4) In the event of consecutive leaves of absence due to successive births or adoptions, only one of the consecutive birth/adoption leaves may be extended for a second year. All of the other consecutive leaves will be for a maximum of one year each.

5) All leave provisions prevail for the adoption of a child with the exception of the use of sick leave. Paid adoption leave may be granted upon request of the employee for a period of three weeks surrounding the date of the actual adoption.

d. If an employee fails to notify the office of the superintendent by April 1st and fails to return within twelve months from the date leave commences, she/he shall be deemed to have resigned and the obligation of the Board to provide her/him a position will cease.

e. Upon return from leave, the staff member shall be placed in the same or similar position for which the staff member is qualified. All benefits shall be reinstated upon return. No payment is made.

f. A staff member on Child Care Leave may purchase fringe benefits currently enrolled in prior to the leave through the Board at the current group rate so long as payments are made by the 15th of the month in which they are due. With regard to life insurance, an employee who elects not to purchase life insurance shall be deemed to relinquish his/her right to coverage during the time of the leave.

g. Upon a subsequent request, Child Care Leave may be renewed by the Board of Education.

3. **Sabbatical Leave** is defined as a Leave of Absence granted to any member of the certificated/licensed staff, for a period not to exceed one (1) year. The purpose of the sabbatical leave is for required Ph.D. residency programs. The program must be related to education.

CODE FOR APPRAISAL

1. Does not meet expected levels of performance.
2. Meets expected levels of performance.
3. Not observed at this time.

I. PERSONAL QUALITIES AND PERFORMANCE (1) (2) (3)

A. Staff and Community Relationships

1. Promotes friendly staff and community relationships
2. Adjusts easily to changes in procedure, does not consider one's own program all-important
3. Carries a fair share of out-of-class responsibilities
4. Accepts criticism or recognition gracefully
5. Accepts group decisions without necessarily agreeing
6. Cooperates with immediate administrators and supervisors
7. Works understandingly, cooperatively and courteously with parents

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B. Appearance and Manner

8. Dresses appropriately, is neat and poised
9. Speaks clearly, using proper English in a well modulated voice
10. Shows respect, concern and warmth for others
11. Attempts to correct personal habits and mannerisms which detract from effective teaching
12. Is physically able to perform one's duties; is not hampered by too frequent absences or illness
13. Maintains sound emotional adjustment; is calm and mature in one's reactions

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II. PROFESSIONAL QUALITIES

14. Uses discretion and consideration in speaking of one's school or colleagues
15. Displays the quality and objectivity expected of the professional person
16. Accepts personal responsibility for compliance with rules and for attention to administrative requests
17. Written reports are accurate, complete, and punctual
18. Does not abuse privileges
19. Is critical of, and constantly trying to improve one's own work
20. Participates fully in activities designed to meet the needs of one's particular school
21. Keeps current in subject matter

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Appendix A

SOLON CITY SCHOOL DISTRICT

AN EVALUATION OF TEACHING PERFORMANCE

Teacher _____ School _____

Grade _____ Subject _____ School Year 20 ____ to 20 ____

Principal's Recommendations

I recommend that this teacher is to be
(continued in) (changed to):

- _____ highly effective
- _____ effective
- _____ needs improvement
- _____ unsatisfactory

Principal's Signature

Teacher's Signature

(The teacher's signature does not necessarily indicate agreement with the comments of the evaluator.)

Date

- a. Eligibility:
 - 1) Any certificated/licensed employee who has completed five (5) consecutive years as a Solon employee may be granted a Sabbatical Leave for up to one (1) full school year.
 - 2) The number of employees on Sabbatical Leave during any one school year shall not exceed five (5) percent of the professional staff.
 - 3) Sabbatical Leave for professional improvement shall not be granted to any employee more often than once every five (5) consecutive years of service. Sabbatical Leave will not be granted a second time to the same individual when other members of the staff, in sufficient numbers to fill the quota for the period, have filed a request for and are awaiting such leave.
- b. Selection:
 - 1) All applications including an outline of the program for professional improvement shall be filed with the superintendent by March 15 of the school year prior to the intended leave. Applications shall be processed in chronological order of submission. Seniority in the system shall prevail in the event of ties in the order of submission.
 - 2) The Board will make a decision on Sabbatical Leave(s) by May 15.
- c. Any employee receiving Sabbatical Leave must sign a formal agreement (Appendix J) to return to service for a minimum period of one (1) school year following the return from Sabbatical Leave, unless causes beyond the control of the individual prevent such return to service.
- d. A statement of achievement shall be submitted by the employee at the conclusion of the Sabbatical Leave.

e. Compensation shall be limited to the difference between the salary of the employee on Sabbatical Leave as scheduled in the district that school year and the Bachelor's base with no experience salary. This amount shall be paid to the employee in twenty-four (24) equal installments bimonthly during his/her Sabbatical Leave. Compensation is reduced by compensation received during and as a result of the residency.

f. During Sabbatical Leave, the employee shall be deemed to be in the employ of the Solon School District and shall be able to purchase, at cost, all fringe benefits in effect during the leave. With regard to life insurance, an employee who elects not to purchase life insurance shall be deemed to relinquish his/her right to coverage during the time of the leave.

g. The employee on Sabbatical Leave will accrue experience credit. The employee on Sabbatical Leave, upon return, shall be assigned to the same or a similar position for which the employee is qualified. She/he shall be given the appropriate placement on the salary schedule had Sabbatical Leave not been taken.

h. The superintendent shall provide all necessary forms to those on Sabbatical Leave.

i. No Tuition Reimbursement will be paid by the Board for courses taken while an employee is on Sabbatical Leave.

j. Any certificated/licensed employee shall not accumulate sick leave during the term of the Sabbatical Leave.

4. Unpaid Leave of Absence

a. Illness or Disability of the Employee. The Board of Education is required by law (RC 3319.13), upon written request of an employee, to grant a leave of absence for a period of not more than two (2) years where illness or



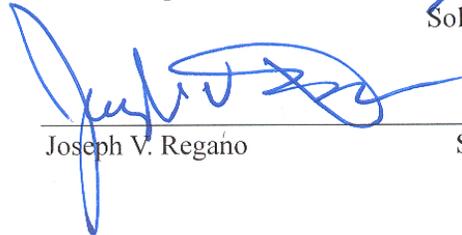
Julia S. Glavin President
Solon Board of Education



David Sheppard President
Solon Education Association



Dana Pumpa Chief Negotiator
Solon Education Association



Joseph V. Regano Superintendent of Schools

- a. The Board shall provide for the defense of an employee, in any state or federal court, in any civil action or proceeding to recover damages or injury, death, or loss to persons or property allegedly caused by an act or omission of the employee in connection with a governmental or proprietary function if the act or omission occurred or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of his/her employment or official responsibilities.
- b. The Board shall indemnify and hold harmless an employee in the amount of any judgement, other than a judgement for punitive or exemplary damages, that is obtained against the employee in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the employee was acting in good faith and within the scope of his/her employment or official responsibilities.

ARTICLE XII. Duration

The Agreement will remain in force for a period of three (3) years beginning June 17, 2011 and ending June 16, 2014. This agreement supersedes any previous agreements. Negotiations for a new collective bargaining agreement between the parties shall commence with the sending of a notice to negotiate and the procedures set forth in Chapter 4117 of the Ohio Revised Code and Ohio Administrative Code.

other disability of the employee is the reason for the request. If the employee wishes to extend the leave beyond two (2) years, it will be necessary to reapply.

- b. Family Illness and Other Leaves. In addition, the Board of Education is permitted at its discretion to grant a leave of absence for other purposes upon the written request of an employee. In exercising its discretion, however, the Board of Education will pursue the policy outlined below.
- c. Procedure for Unpaid Leaves. A leave of absence shall be granted upon the written request of an employee when illness or other disability of the employee is not the reason for the request. This leave shall be granted upon the following conditions.
 - 1) The employee shall have been in the service of the Board for a minimum of two (2) years immediately preceding the period of the proposed absence.
 - 2) The application shall have been received by the Superintendent of Schools thirty (30) days prior to the leave taking effect. If the leave is for an entire school year, application should be made on or before March 15 of the school year preceding the leave year if at all possible.
 - 3) Reasons for which leaves will be granted are illness or disability in the immediate family, military service, and such other reasons as the Superintendent deems fit.
 - 4) The employee shall be encouraged to return to the Solon School System following the leave of absence.

d. During the leave of absence, the employee may not teach in another school system. This restriction shall not apply if the leave is requested because of a temporary relocation of an employee's spouse outside of the state of Ohio,

requirements of the spouse's employment. A letter from the employer stating the nature of the transfer and the length of time required, may be requested by the Superintendent as evidence of the need for the requested leave. The employee may elect to purchase all fringe benefits through the Board at current group rates. With regard to life insurance, an employee who elects not to purchase life insurance shall be deemed to relinquish his/her right to coverage during the time of the leave.

- e. By March 15 of the school year, the employee shall notify the Superintendent of intent to return or not return for the year following the leave. Upon return from leave, the employee shall be entitled to restoration to his/her position.
- f. Unpaid Leave shall not be construed as breaking the continuity of service that applies to other provisions in this Agreement.

5. **Assault Leave** - A certificated/licensed employee who is absent due to physical, emotional, or psychological disfigurement from an assault which occurs in the course of Board employment and is job related shall be eligible for assault leave under the following provisions:

- a. On behalf of the employee who has been assaulted, a written statement must be presented to the Board of Education to justify the use of assault leave.
- b. If medical or psychological attention is required, a certificate from a licensed physician, psychologist, or counselor stating the nature of the disability and its estimated duration may be requested before assault leave can be approved for payment. If the assault leave is more than thirty (30) days, such a certificate shall be required.
- c. Assault leave shall be in effect for the period of disability or twelve (12) months duration commencing with the

that are intended to be tax qualified under IRC Section 403(b).

- 4. If the amount to be paid to the 403(b) Plan for any calendar year exceeds the maximum amount that may be paid into the 403(b) Plan for such year, the excess shall be carried over to up to two the subsequent year and then paid into the 403(b) Plan. If there is an excess amount remaining after two subsequent years, it shall be paid to the employee in cash upon last payment to the 403(b) Plan.

If a employee has retired, is entitled to have a contribution paid to the 403(b) Plan, and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall nevertheless be paid to the 403(b) Plan and then be paid to a Beneficiary of the employee in accordance with the terms of the 403(b) Plan.

The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of AIG VALIC. A Participant in the 403(b) Plan shall complete the AIG VALIC enrollment forms, and unless and until an employee does so, no contribution of Severance Pay shall be made to the 403(b) Plan on behalf of the teacher. A successor company or companies may be selected at any time by mutual agreement of the Board and the Association.

After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan Participants.

An employee who is entitled to Severance Pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all severance payments in accordance with under Paragraph C. and Paragraph Z. of this Article. The employee may elect to defer such payments to a TSA, as is permitted by law and Board policy.

All contributions to the 403(b) Plan, and any cash payments required hereunder, 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 Solon Education Association guarantee any tax or investment results associated with the 403(b) Plan.

CC. Defense and Indemnification of Employees.

after the date of this Agreement.

Participation in the 403(b) Plan shall be mandatory for any employee who meets all of the following requirements:

1. The employee retires and thereby becomes entitled to severance pay under Paragraph C,

or a retirement incentive under Paragraph Z of this Article.

2. The employee's date of separation from service is in or after the calendar year in which the employee is or will be age 55.

The terms of the 403(b) Plan shall, at a minimum, include the following:

1. If a retiring employee is a participant in the 403(b) Plan, in lieu of the employee receiving a cash payment under Paragraph C and/or Paragraph Z of this Article (collectively, "Severance Pay"), an employer contribution shall be made on his or her behalf under the 403(b) Plan in an amount equal to the lesser of:

a. The total amount of the Participant's Severance Pay, or

b. The maximum contribution amount allowable under the terms of the 403(b) Plan.

2. The required contribution to the 403(b) Plan shall be made within 30 days of the effective date of retirement, provided that the retiring employee has provided evidence of retirement under the State Teachers Retirement System (or, if applicable, another state retirement system).

3. In the calendar year of retirement, or in any other calendar year, the total amount of Severance Pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution

first day leave is taken, whichever is less. The Board may extend assault leave beyond twelve (12) months if it so desires.

d. If court action results, said employee shall be granted leave from his/her professional duties and a qualified substitute shall be hired. No loss of pay will occur for days in court or days requested by his/her legal counsel, the court officials, and/or the law enforcement officers.

e. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code.

f. An employee on assault leave shall receive all emoluments of employment and, upon return, shall be assigned to the same or a similar position for which the employee is qualified. She/he shall be given the appropriate placement on the salary schedule had assault leave not been taken.

g. In cases where legal action may ensue, the Principal shall attempt to obtain a list of witnesses to the assault. The Principal shall promptly attempt to obtain written reports from all the witnesses. These statements shall be signed, dated, and forwarded to the Superintendent's office where they shall be available to the employee and/or the employee's representative.

h. Any time a teacher is a victim of an alleged assault and/or battery by a pupil, the pupil will be immediately removed from school (or extra-curricular activity) until such time as a hearing for suspension or expulsion can be held. Nothing in this provision is to be construed as violating any other rights that the pupil(s) or teacher may have under state or federal laws.

6. Catastrophic Leave

A catastrophic leave is to be utilized for a major illness, and only after all sick leave has been exhausted and a maximum of five days per year has already been advanced. The catastrophic leave shall be paid up to a maximum of 25 days.

Request for a catastrophic leave shall be made in writing to the superintendent prior to the exhaustion of sick leave, if possible. The request shall include the reason for the request. Reasons for a catastrophic leave are a major illness to the employee or immediate family. Immediate family is defined under the sick leave section.

Approval for a catastrophic leave will be decided on an individual, case-by-case basis through a committee of the Superintendent, Asst. Superintendent and three SEA officers.

7. Other Leaves of Absence

- a. JURY DUTY - Payment made with no sick leave deduction. The amount paid for jury duty will be deducted from the regular pay of the employee or the employee may remit the jury duty compensation to the Board. Any teacher with a subpoena resulting in involuntary absence will be paid his/her full salary.
- b. CALAMITY DAYS (Acts of God) -Absence due to bad weather conditions. A person who does not report for duty, in order to obtain pay for the day or days lost, must present to the superintendent's office at once a statement to the fact satisfactory to the superintendent, which prevents his/her reaching school. Failure of transportation is not considered an "Act of God."
- c. PART-TIME LEAVE - Although we do not have a "job-sharing" program, many times teachers are willing or

provided by the Board in accordance with the eligibility provisions.

3. Eligibility:
 - a. The certificated/licensed employee who retires with 30 years of service and is immediately eligible to receive benefits from STRS will be paid the Retirement Incentive.
 - b. A certificated/licensed employee who retires with less than 30 years service is to be included under the above description (3.a.).
 - c. The certificated/licensed employee must declare his/her intention in writing to retire by March 1.
4. Provisions and Limitations:
 - a. The Retirement Incentive will not be available to any certificated/licensed employee who has more than 30 years service in STRS.

AA. Retirement Prohibition

No certificated/licensed employee shall retire effective June 1 of a school year without the permission and agreement of both the Superintendent and the Association President.

BB. Severance Pay Deferral Plan

Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have their "Severance Pay" (as defined below) mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). This arrangement is referred to as the "403(b) Plan." The provisions of this Agreement are effective for all employees whose retirement effective dates are

2011-2012. This payment will be made 12 months after retirement. Any employee retiring after the 2011-2012 school year shall not receive a retirement incentive.

- b. "30 years of service" will be defined as actual service time in public schools covered by the State Teacher Retirement System (STRS). Transferred or purchased credit is not counted when determining the "30 years of service" as it relates to this program.

2. Retire/Rehire Incentive

- a. If an employee elects, he/she may use the retire/rehire incentive in addition to #1 above. If a teacher chooses the retire/rehire incentive, they will be as follows:

- 1) They would retire in the year that they reach eligibility as defined in 3. Eligibility below.
- 2) The Board would guarantee re-employment for one year at full salary. The re-employ option at full salary is for the next school year only. No employment beyond that year will be offered. If there is future employment, Section X.3.e. would apply. The re-employed teacher would receive 75% of current salary incentive as described in #1 above. This incentive would be paid one year after the rehire year is completed.
- 3) The employee would receive severance pay one year after rehire year is completed. Employee should contact the Treasurer for individual payment options.
- 4) The teacher must also agree not to take the Board offered medical, dental or vision plans and take that offered by the State Teachers' Retirement System. Furthermore, if STRS requires employing school districts of rehired teachers to pay the medical, dental, or vision costs the employee will reimburse the Board for that cost. Life insurance coverage will be

desire to teach part time and stay home part time. From time-to-time, the Board of Education has opportunities to make these positions available to employees who wish this status. It is understood that the Board is under no obligation to provide these positions. Those teachers who are on an entire year leave of absence and wish to teach part time may do so if offered that assignment under this new language. The following shall apply:

1. The person who accepts a leave/teaching position offered by the Board does so with the understanding that they must return to their full-time position at the end of this leave.
2. Teachers who avail themselves of this option do so with the understanding that all benefits (health, life, etc.) received will be those that are associated with a full-time leave position. All insurance benefits received are those of an employee who is on an unpaid leave of absence.
3. When a teacher returns to full-time status, there will be no step movement as in all unpaid leaves.
4. The teacher does not have a right to the part-time leave position they are currently in when they return. If there is a part-time position available, they may bid it and their status will be changed to part-time.
5. The teacher entering this program would not lose or gain seniority status or full-time status during the part-time leave position.

H. Absences - Payment may be made with sick leave deduction:

1. Sick leave shall be granted at a rate of 1 1/4 days per month. Unused sick leave shall be cumulative. The Board reserves the right to extend the sick leave period upon the superintendent's recommendation if extenuating circumstances exist. In the application of this policy, the Board will follow state law (ORC 3319.141).
2. Sick leave shall be granted for personal illness, mental

illness, alcoholism rehabilitation, drug dependency rehabilitation, pregnancy, child birth, quarantine, or in case of serious illness or injury to the teacher's immediate family. Immediate family could include grandparents, father, mother, sister, brother, husband, wife, child, and in-laws bearing these relationships, and any other persons who are members of the immediate household.

3. Death in the immediate family shall entitle the employee up to a maximum of five (5) days of absence. In the case of death, the immediate family includes those listed above in #2.
4. In case of the death of an extended family member or a personal relation who is not immediate family, three (3) days will be granted.
5. Notification - Accumulated sick leave days will be reported to teachers at the same time they are notified of their salaries.
6. As provided in state law, the Board will grant an advance of 5 days of sick leave for employees that have exhausted their sick leave. Unearned sick leave advanced is charged against the sick leave the employee subsequently accumulates. (O.R.C. 3319.08 & O.A.G. 72-032)
7. When a staff member misses a conference evening due to an approved leave, he/she will be charged a half-day sick/ personal leave depending upon what is applicable. If the employee meets with the building principal and agrees and completes a night conference make up schedule, then no sick leave or personal leave will be charged.

If a staff member is out the entire day (the regular workday plus the evening schedule), the deduction will be for one

- c. Those mentoring an inexperienced teacher will receive 1.5% of the bachelor's base for the first entry year teacher.
- d. Those mentoring an experienced teacher will receive 1% of the bachelor's base for the first entry year teacher.
- e. Compensation for mentoring additional entry year teachers would be at 50% of the base stipend fee as defined in sections c and d.
- f. A mentor assigned both an experienced and an inexperienced teacher shall be paid the 1.5% for the inexperienced teacher. The experienced teacher will be figured as provided in section c.

17. Performance Salary Differential

Any year that the school district receives a rating of excellent from the state on its report card evaluation, all teachers (PK-12) shall receive \$550 performance payment. If the state of Ohio implements an additional performance payment, the amount they determine shall be in addition to any salary performance differentials in this contract.

In addition to the above, staff members will receive the following additional performance payments based on the strong performance of our staff:

September 2011: 1% of current salary
September 2012: 1% of current salary
September 2013: 2% of current salary

Z. Retirement Incentive (See Appendix N)

1. Definitions:

- a. "Retirement Incentive" is a one-time payment of 75% of the employee's current salary for retirees whose last year is

14. DEPARTMENT HEAD SCHEDULE FOR REMUNERATION (7-12)

| DEPARTMENT SIZE (Faculty) | INDEX* | SUMMER REMUNERATION |
|------------------------------|--------|---------------------|
| 1-4.9 | 6% | \$100.00 |
| 5-7 | 8% | \$200.00 |
| 7.1-9.9 | 10% | \$300.00 |
| 10-13 | 12% | \$400.00 |
| 13.1 or more | 14% | \$500.00 |

High School department chairs shall have one half period less assignment than other teachers in the same department for departmental duties.

*Index is applied to the Bachelor's base with no experience.

15. INTRAMURALS

a. The Solon Board of Education recognizes the value and need of an intramural program. The Board agrees to provide such a program and to fund the program. The development of the program annually will be the responsibility of each building principal.

16. Mentors will receive compensation according to his/her specific assignment within the entry year program. Compensation will be determined as follows:

- a. New mentors will be required to attend 7 hours of training. Compensation will be 7 hours times the negotiated rate of .07%.
- b. All mentors will be paid for the two half days of orientation (building and district). Compensation will be 6 hours at the negotiated rate.

and one-half days. Building principal must approve curriculum night absences.

I. Vacancies, Promotions, Transfers and Resignations

1. Resignations will be accepted or rejected and the resignee informed in writing of the Board's decision within three (3) days after the meeting of acceptance.
2. Vacancies are viewed as job openings for which all certificated/licensed personnel will be given the opportunity to apply. Such vacancies include openings due to promotions, transfers, resignations, retirement, severance, nonrenewal of contracts, death or disability of employees, expansion of programs, enrollment changes in buildings or programs, creation of new positions, and revision of current positions or programs.
3. Vacancies which are to be posted include the following: supplemental and extra duty contracts; full-time, part-time and split (two-or-more buildings) teaching and administrative positions or assignments; opportunities for transfer, re-assignment or promotion; and any new positions and/or contracts covered by this Agreement which are not renewed or continued by April 30 contract notification deadlines.
4. Vacancies for all professional personnel positions noted above or elsewhere covered by this Agreement shall be posted in every school as far in advance of the appointment as possible. During the summer, a tape recorded telephone message will be available to apprise staff of positions posted and as yet unfilled. All positions shall continue to be filled on the basis of qualifications. If two or more applicants are equal in qualifications, the applicant with the greatest seniority in the Solon School System shall be given preference.
5. Every effort will be made to notify staff of their assign-

ments for the following year by the close of the current school year.

6. All posted positions should include the date submitted to all buildings by the central office and the S.E.A. President shall be sent a copy of all postings. Positions will not be filled until they have been posted for five (5) working days.
7. When a death or incapacitation occurs in a supplemental contract position, that position will be posted and filled within 30 days.
8. Employees seeking a transfer to another teaching assignment shall submit a letter to the Superintendent that will be kept on file at the Board Office. Whenever an opening occurs, an employee with a request on file that matches the available opening, will be notified of the opening and will be considered for the position. The Board and the Superintendent will use their best efforts to comply with the notification provisions of this subsection. However, in the event that the notification contemplated by this subsection is not made, the S.E.A. agrees to hold the Board and the Superintendent harmless as a result thereof.
9. In the event of an administrative transfer of a certificated/ licensed employee, the employee shall have the right to meet with the superintendent to be given the reasons for the change. The employee shall have the right to S.E.A. representation at that meeting.

J. Reduction in Force and Restoration

When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, budgetary reasons or by reason of suspension of schools or territorial changes affecting the district, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendations of the superintendent of schools who shall, within each teaching field affected, give

| | |
|--|------------------|
| Senior Class Advisor | 3% |
| Show Choir Director | 15% |
| Show Choir Asst. Director | 12% |
| Show Choir Choreographer | 7.5% |
| Show Choir Compensation for Summer | \$500 |
| Ski Club | 5% |
| Sophomore Class Advisor | 3% |
| Speech and Language Extended School Year (Extended Pay) | |
| Starlette Advisor | 15% ⁷ |
| Summer Pay | \$200 |
| Summer School Teacher | 0.1%/hr |
| Team Curriculum Representative (5-6) | 10% |
| Test Coordinator | 5% |
| Tutor Rate | .085%/hr |
| Web Manager | 8% |
| Wellness Club Director | 3.5% |

- ¹ Index is applied to the Bachelor's base with no experience.
- ² Plus 1 released period.
- ³ The number represents payment of percentage indicated for two people. If assignment is handled by one person the payment will be the total of the two positions.
- ⁴ Divided between personnel as needed. Distribution to be approved by high school principal.
- ⁵ To be divided by High School Basketball Coach.
- ⁶ To be divided among personnel at each building.
- ⁷ May be divided into two contracts: 9% for football season; 6% for competition. Summer pay of \$200 to be applied to football contract.
- ⁸ Divided between Assistant Coaches by the Head Coach.
- ⁹ Number of contracts to match number of Middle School science teachers, prorated to be in accordance with the number of classes involved.

| | |
|---|-----------------|
| Junior Class Advisor | 5% |
| Junior State of America Advisor | 3% |
| Key Club Advisor | 7% |
| Lead Test Coordinator | 10% |
| Link / PreMed Advisor | 7% |
| LPDC Members will be compensated at the curriculum rate for all LPDC related work | |
| Math Challenge 24 (intramural rate) | |
| Math Club Advisor (20 hrs. at curriculum rate) | |
| Middle School Arthurian | 3.5% |
| Middle School Computer | 3% |
| Middle School Drama | 3% |
| Middle School Jazz Band | 5% |
| Middle School Newspaper | 3% |
| Middle School SADD | 5% |
| Middle School Science Fair | 3% ⁹ |
| Middle School Ski Club | 5% |
| Middle School Student Council Dir. | 5.5% |
| Middle School Trip Advisor | 5% |
| Middle School Writing Team | 3% |
| Middle School Yearbook Advisor | 6% |
| Mock Trial Advisor | 5% |
| Music in Motion Tech Dir. | 5% |
| Orchard Vocal Ensemble | 6% |
| Orchestra Director | 10% |
| Outdoor Education Director | 10% |
| Pathwise Mentor will be compensated at the curriculum rate | |
| Pathwise Trainer | 5% |
| Pep Band | 3% |
| Piano Accompanist (Spring Play) | 3% |
| Pool Director | 10% |
| Saturday School | \$20/hr |
| Science Olympiad Orchard | 7% ⁶ |
| Science Olympiad Middle School | 9% ⁶ |
| Asst. Science Olympiad (MS) | 5% |
| Science Olympiad High School | 9% ⁶ |
| Asst. Science Olympiad (HS) | 5% |

preference to teachers on continuing contracts and to teachers who have greater seniority. Teachers, whose contracts are suspended, shall have the rights of restoration to service status in the order of seniority of service (with those with continuing contracts being the first recalled) in the district if and when teaching positions become vacant or are created for which any such teachers have been or have become qualified.

1. ATTRITION: For any Reduction in Force (RIF) situation, every effort will be made to prevent utilizing RIF procedures hereinafter described or reduce the extent of RIF through attrition (that is, approved leaves of absence, or severing of employment through retirement, resignations, or death), or by possible reduction in class sizes.
2. NOTIFICATION: On or before March 30 of the school year prior to RIF, the Board shall give written notice to the Association, through its President, of its intent to effect a RIF. Such notice shall contain the reason(s) for the RIF and the positions affected in each building.
3. SENIORITY LIST: For the purposes of RIF, a system-wide list of employees shall be developed in terms of tenure, seniority, and certification in effect at the opening of the school of the current year. Each list shall be updated annually and posted in each building by October 15 of each year. The Administration will be advised of errors therein by November 1 of each year and a revised list (if necessary) will be posted by November 15 of each year.
 - a. In cases of seniority "tie" with tenured teachers, date of receiving tenure shall be the determining factor; further, if the date for tenure remains the same, years of service (experience) in other districts will be the determining factor. If a "tie" still remains, supplemental contracts held will be the determining factor. The following criteria must be met:
 1. A contract must be signed to be considered a "supplemental contract."

2. "Supplementals held" refers to the total dollar amount of supplemental contracts signed for the school year that begins with the end of the prior school year and concludes with the last day of the current school year.

If a "tie" still remains, the date of receipt of the initial application (or date of application renewal, whichever comes later) for a position in the Solon School District becomes the determining factor.

b. In cases of seniority "tie" with untenured teachers, if the date of employment remains the same, the level of certification/licensure held (i.e., provisional, professional, permanent) on file in board office or application in process, within the teaching field affected becomes the determining factor. If a "tie" still remains, years of service (experience) in other districts will become the determining factor. If a "tie" still remains, supplementary contracts held will be the determining factor. The following criteria must be met:

1. A contract must be signed to be considered a "supplemental contract."
2. "Supplementals held" refers to the total dollar amount of supplemental contracts signed for the school year that begins with the end of the prior school year and concludes with the last day of the current school year.

If a "tie" still remains, the date of receipt of the initial application (or date of application renewal, whichever comes later) for a position in the Solon School District becomes the determining factor.

c. Seniority shall be determined by the length of continuous service in the Solon School District. In cases where a leave of absence for a definite period of time has been granted by the Board and the employee has returned to work in the system, such leave of absence shall not be construed as breaking the continuous nature of the service; however, any time spent as an unpaid leave of

| | | |
|--|---------------------------------------|-------------------|
| Cheerleaders | High School Varsity | 10% |
| | High School Asst. | 7.5% |
| Cheerleaders | Middle School (2) | 7.5% |
| | Freshman Cheerleaders | 7.5% |
| Choreographer (Spring Play) | | 2.5% |
| Class Coverage (7-12) | | |
| A teacher who volunteers to cover a class during his/her conference period will be reimbursed at the curriculum rate for each class covered. | | |
| Computer Class | | 13.5% |
| Council for Exceptional Children | | |
| Advisor | | 5% |
| Assistant | | 3% |
| Debate | | 6.6% |
| Debate & Speech Assistant | | 3% |
| Director of Summer School | | 150 hr's x |
| | summer school teacher rate, 70 hrs. @ | |
| | curriculum rate | |
| Diversity Achievement Program | | 6% |
| Drama Advisor Fall Play | | 9% |
| Drama Advisor One Act Plays (3) | | 2.2% x 3 |
| Elementary Science Club | | 5% |
| Fashion Club Advisor | | 3.5% |
| Freshman Class Advisor | | 3% |
| Future Problem Solvers/Academic Challenge | | 5% each |
| Grade Curriculum Representative (K-4) | | 7% |
| | (summer remuneration \$100) | |
| High School Greenhouse Director | | 5% |
| High School Jazz Band | | 6% |
| High School Journalism Advisor | | 6% |
| High School Major Musical or Operetta Dir. | | 12% |
| Assts. to Major Musical or Operetta Dir. | | 12% ⁴ |
| High School Model United Nations | | 3% |
| High School National Honor Society | | 7% |
| High School SADD | | 7% |
| High School Student Council (PEP Club) | | 11% |
| High School Washington, D.C. Trip Advisor | | 5% |
| High School Yearbook | | 5.5% ² |
| Jazz Band High School | | 3% |

- 10. Each assistant coach's salary will include specific duties as stipulated or assigned by the head coach. Each head coach's salary will include specific duties as stipulated by the athletic director as a requisite to the final payment of contract for the current year.
- 11. Safe-Harmless Clause - Where a reduction in the percentage of the base has occurred for an assignment such as middle school assistant basketball coach, no person currently in the position will receive less money than he/she received last year. For example, if he/she received 9% (\$1658.52) in 1986/87 he/she would continue to be paid \$1658.52 in future seasons until the 7.5% of the base exceed \$1658.52 at which time he/she would be paid at the higher rate. A new person would be paid at the rate of 7.5% of the bachelor, no experience rate then applicable.
- 12. If a person handles two assignments simultaneously, the second assignment will be paid at 1/2 the second rate; that is, if cross country boys and cross country girls both practice at the same time, the pay would be 9% for one team and 4.5% for the other team.

| 13. EXTRA DUTY ASSIGNMENTS | INDEX ¹ |
|--|--------------------|
| Adult Education Director (per session) | 9% ² |
| Asst. Band Director (we will meet during the 2011-12 school year to determine compensation for the assistant band director.) | |
| Asst. Drama Advisor Fall Play | 7% ³ |
| Athletic Trainer - Fall Sports | 10% |
| Athletic Trainer - Winter Sports | 9% |
| Athletic Trainer - Spring Sports | 9% |
| Band Director - (10% of current grade and step with longevity) | |
| Basketball Intramurals | 7% |
| Building Assessment Coordinator (K-6) | 5% |

absence shall not be computed in the years of service. An employee shall not lose seniority when he/she changes assignments to a different position, department, grade level or building. Employees with multiple certification shall be given the full benefit of their areas of certification. (That is, if an employee is certified to teach both mathematics and science but is teaching mathematics exclusively and is the least senior person in that department at the time of RIF, the employee shall be reassigned to science if there is employed at the time of reduction a science teacher with lesser seniority.)

- d. No type measure of continuous service shall be used that would allow an employee to receive more than one year's credit in a single year. Years of professional employment service served on a part-time basis in Solon shall, for seniority purposes, be equated as a fraction of full-time service. (Example: a teacher serving four years at half-time in Solon will be considered to have accumulated two years of service.)
- e. As state law provides that tenure and seniority are the most important aspects to be considered in a RIF situation, no limited contracts in excess of one year shall exempt a teacher from the provisions of this document.

4. The administration, representatives from the Association's Professional Rights and Responsibilities Committee, and employees directly involved shall proceed to the most reasonable and direct method of removing and filling positions until an employee is determined by lack of tenure, seniority, and certification as being released through reduction in force. There will be written notice of release. The final decision regarding any reassignments necessary is the responsibility of the superintendent of schools.

- a. Reductions under this RIF procedure when unavoidable, will be effectuated at the beginning of the following school year and shall be accomplished through the sus-

pension of a teacher's contract. Notice will be given on or before April 30. No employee shall be removed from their employment as a non-renewal of contract as part of the RIF provisions.

b. A teacher who is hired as a temporary employee to fill in for a specific teacher on a leave of absence and who is subsequently laid off upon the return from leave of the regular teacher shall not be placed on the RIF list and shall have no recall rights under this article.

5. Separate recall lists shall be kept for continuing contract and limited contract employees released through RIF. Teachers with continuing contracts shall have unlimited recall rights. The recall list for limited contract employees who were released through RIF shall be kept for two years. Teachers on the continuing contract list will be given preference in recall. Teachers shall be returned to active employment to fill vacancies for which they have been and have become certificated/licensed. In order to qualify for recertification, the employee must notify the superintendent of his/her intention to become recertified by no later than June 1. Upon attaining new certification, the employee shall be offered a limited or continuing contract where applicable. Seniority on either list, limited or continuing, will be determined by the order listed in section J.3.a. and J.3.b. above.
6. Notice of recall shall be sent by registered mail to the last address provided by the employee. Once notification has been received, the employee has fourteen (14) calendar days in which to accept or reject the offer in writing; failure to respond within this time limit will result in the employee's name being removed from the recall list.
7. A teacher, who cannot accept a position because he/she is under contract in another school district, shall be offered another vacancy after expiration of his or her contract if he/she still otherwise qualifies under this procedure. Other-

| | | |
|----------|---------------------------------------|-------|
| | Asst. Coach - (hourly rate as needed) | |
| Tennis | Head Varsity Coach | 9% |
| | High School Asst. (2-JV/F) | 7.5% |
| Golf | Head Varsity Coach | 9% |
| | High School Asst. | 7.5% |
| Softball | Head Varsity Coach | 13% |
| | High School Asst. (3-V/JV/F) | 9% |
| | Middle School | 7.5% |
| Soccer | Head Varsity Coach | 12% |
| | High School Asst. (2-JV/F) | 9% |
| | Middle School (2) | 7.5% |
| | Summer Pay | \$200 |
| Bowling | Head Varsity Coach | 7.5% |

*This index is applied to the Bachelor's base with no experience.

9. An assistant coach in football, basketball, wrestling, and track will be hired as assistant coaches without regard to coaching level. A coach may then be placed at any level in the organization as the head coach so desires to take the fullest advantage of the coach's talents without hurting the coach financially. Often a head coach will prefer to have the best assistant at the freshman level.

When a coach who has been an assistant coach at Solon Schools for a period of eight years or more moves into a head coaching position in the same sport, that head coach will receive one-half of the longevity service earned during the tenure as the assistant coach toward their new head coaching position with subsequent longevity service added from that point.

| | | |
|----------|---------------------|------|
| Hockey | Head Varsity Coach | 12% |
| | Asst. Varsity Coach | 9% |
| Lacrosse | Head Varsity Coach | 12% |
| | Asst. Varsity Coach | 9% |
| Bowling | Head Varsity Coach | 7.5% |

*This index is applied to the Bachelor's base with no experience.

8. GIRLS INTERSCHOLASTIC ATHLETICS

| <u>Sport</u> | <u>Position</u> | <u>Index*</u> |
|---------------|----------------------------------|---------------|
| Basketball | Head Varsity Coach | 15% |
| | High School Asst. (3-V/JV/F) | 9% |
| | Middle School (2) | 7.5% |
| Gymnastics | Head Varsity Coach | 12% |
| | High School Asst. (2-JV/F) | 9% |
| | Middle School (2-Head, Asst.) | 7.5% |
| Volleyball | Head Varsity Coach | 12% |
| | High School Asst. (1) | 9% |
| | Middle School (2) | 7.5% |
| | Summer pay | \$200 |
| Track | Head Varsity Coach | 12% |
| | High School Asst. (3) | 9% |
| | Middle School (3 co-coaches) | 7.5% |
| Cross Country | Head Varsity Coach | 9% |
| | Middle School | 7.5% |

wise, certificated/licensed employees who are offered but who decline re-employment for a regular, full-time teaching position need not be offered re-employment again in openings which may occur after the certificated/licensed employee's declination of re-employment. The rights herein granted to a teacher shall be forfeited by the teacher should he/she (a) waive his or her recall rights in writing, (b) resign, (c) fail to accept recall as provided for herein, or (d) fail to report to work in a position that he/she has accepted within five (5) school days after written notice of acceptance, unless such recalled teacher is prohibited from doing so because of physical illness or injury.

8. Acceptance or rejection of a position other than regular, full-time teaching position shall not of itself constitute a waiver of these recall rights.
9. A teacher on the Reduction in Force list shall, upon return to active employment, receive the salary schedule placement, accumulation of sick leave, and seniority to which he/she is entitled had he/she not been suspended through Reduction in Force. The duration of suspension of the employee's contract shall in no way be construed as breaking the continuity of seniority.
10. A member of the bargaining unit shall be eligible to purchase group fringe benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) which provides for up to eighteen (18) months of coverage.

K. Reduction in Program and Change in Curriculum

When by reason of decreased enrollment in a program or change in curriculum, the Board may decide that it will be necessary to reduce the number of continuing contract teachers. This situation may be handled in one of two of the following ways:

1. ATTRITION: Every effort will be made to retain as many teachers as possible through attrition (that is, approved

leaves of absence, or severing of employment through retirement, resignations, or death), by transfer to another building, or by possible reduction in class sizes.

2. RETRAINING

- a. NOTIFICATION - The employee(s) of whom retraining is requested shall be notified by May 15.
- b. ELIGIBILITY - Any employee who has a continuing contract shall qualify for the Retraining Program.
- c. The employee and administration will mutually agree upon an educational plan leading to recertification in another area.
- d. The employee may be given release time during the regular school day to attend classes leading to recertification.
- e. The Board will reimburse the employee for the full cost of tuition due to retraining.
- f. During the two-year period allotted for retraining and recertification, the employee's continuing contract shall remain in full force and effect unless circumstances covered elsewhere in the Agreement lead to suspension or termination of his/her contract.
- g. If retraining is not completed within two (2) school years after notification, the teacher's continuing contract will be suspended with the recall rights that would exist as if the person were suspended due to a reduction in force. If there are unusual circumstances, the superintendent may waive the suspension.

| | | |
|---------------|--|-----------------|
| Track | Head Varsity Coach | 12% |
| | High School Asst. (3-2V & 1F) | 9% |
| | Middle School (3 co-coaches) | 7.5% |
| | Indoor Head Coach (Boys and Girls) | 2% |
| | Indoor Asst. Coaches (Boys and Girls) | 2% ⁸ |
| Baseball | Head Varsity Coach | 13% |
| | High School Asst. (3-V, 2/JV) | 9% |
| | Middle School | 7.5% |
| Soccer | Head Varsity Coach | 12% |
| | High School Asst. (2-JV/F) | 9% |
| | Middle School (2-7th & 8th) | 7.5% |
| | Summer pay | \$200 |
| Cross Country | Head Varsity Coach | 9% |
| | Middle School | 7.5% |
| | Asst. Coach - (hourly rate as needed) | |
| Tennis | Head Varsity Coach | 9% |
| | High School Asst. (1-JV) | 7.5% |
| Golf | Head Varsity Coach | 9% |
| | High School Asst. (1) | 7.5% |
| Swimming | Head Varsity Coach | 15% |
| | Asst. Varsity Coach (2) (Boys & Girls) | 9% |
| | Asst. Varsity Diving (Boys & Girls) | 9% |
| | JV (8th) | 9% |
| | | |

L. Appraisal of Teaching Performance (See Appendix A)

- 1. PHILOSOPHY: The Solon School System has the respon-

5. Supplemental experience index.

| | | |
|--------|---------------|--------------------|
| Step a | No Experience | Index for Position |
| Step b | 2 years | 1.05 times Step a |
| Step c | 4 years | 1.05 times Step b |

All supplemental salaries will be frozen at current levels.

6. Pre-season conditioning cap set at \$600.

7. BOYS INTERSCHOLASTIC ATHLETICS

| <u>Sport</u> | <u>Position</u> | <u>Index*</u> |
|----------------|---|-----------------|
| Administration | Faculty Manager (High School) | 10% |
| | Faculty Manager (Middle School) | 12% |
| Football | Head Varsity Coach (1) (start Aug. 1) | 16% |
| | Asst. Coach (13) (2-7th, 8th, 9th 2-JV, 5-V) (start Aug. 1) | 10% |
| | (7th, 8th, 9th, JV, Varsity) | 10% |
| | Summer pay | \$400 |
| Basketball | Head Varsity Coach | 15% |
| | High School Asst. (3-V/JV/F) | 9% |
| | Middle School (2-7th & 8th) | 7.5% |
| | High School Scout | 3% ⁵ |
| Wrestling | Head Varsity Coach | 15% |
| | High School Asst. (2-JV/F) | 9% |
| | Middle School (2-7th & 8th) | 7.5% |

sibility to create a favorable climate for the staff members as they enter the profession and as they continually increase their preparation and effectiveness. Each individual's needs, abilities, and desires as they relate to the school system must be considered. The Solon City Schools work toward this accomplishment through its program of appraisal.

2. OBJECTIVES:

- a. Help the appraisee gain a better understanding of the scope of one's duties and responsibilities.
- b. Provide an opportunity for each staff member to assess one's performance periodically in terms of one's expectations.
- c. Identify early and plan for the kinds of assistance which the appraisee most needs.
- d. Provide for a follow-up consultation with those whose specialized skills are appropriate to the particular needs of appraisee.
- e. Classify professional performances according to objective evaluation into the following categories:
 Highly effective;
 Effective;
 Needs improvement;
 Unsatisfactory.

A committee will be established to determine the criteria on the current evaluation document for assignment of each of the above categories.

A committee will be established to revise the current evaluation document by the end of this contract.

3. THE APPRAISAL: From the administrator's point of view:

- a. Quality of Performance - the school administrators are concerned that the services of all employees shall be of high quality. Appraisal is the process by which the status of performance may be more systematically assessed.
- b. Inadequate Performance - every effort should be made to correct causes of inadequate performance. If the teacher "can be saved," the teacher should be. Avoidable turnover is expensive as well as wasteful.
- c. Appraisal Judgments - from time to time, administrators are obliged to judge the effectiveness of employees. Appraisal facilitates this process. Uses to which appraisal may be put include:
 - 1) whether to renew the limited contract;
 - 2) whether to grant continuing contract;
 - 3) recommend for renewal or conversion of certificate;
 - 4) report to colleges and universities desiring an estimate of teacher's adjustment and performance;
 - 5) determine extent of unsatisfactory service and whether termination is necessary;
 - 6) establish basis for termination of services;
 - 7) determine qualifications for promotion;
 - 8) provide information for counseling when problems related to performance and/or adjustment arise.
- d. Stimulate Improvement - most improvement is not automatic. Some stimulation is necessary. A systematic process of appraisal usually results in more improvement than a sporadic effort to make evaluative judgment.
- e. Leadership Improvement - a good appraisal program requires leadership personnel to do a good job in administering and supervising the educational program especially from a personnel point of view. Systematic appraisal makes this more likely.

on the salary schedule.

9. Employees newly hired after the ratification of this contract shall be placed on the revised salary schedule as outlined in Appendix B (New Hire Salary Schedule). \$41,238 – Revised Schedule for new hires with reduced lanes (Frozen for 3 years).

Y. Extra Duty Positions and Remuneration

1. It is well known that it is a contractual obligation of all teachers to perform duties beyond their basic classroom duties (such as cafeteria duty, hall proctor, etc.), regardless of grade or subject. Efforts are made to divide these as fairly and equitable as possible among the staff members.
2. However, there are certain other duties requiring much time, special competence, etc. for which additional remuneration is provided. These duties will be covered through the issuance of supplemental contracts when filled. Such contracts will include a general job description. Several factors are considered in arriving at the following figures. They are time, responsibility, number of students involved, and what is provided in other communities.
3. It is understood by both the administration and S.E.A. that these are supplemental positions and consequently are non-renewed automatically each year after which all interested staff members will be given an equal opportunity, according to the negotiated job posting process, to pursue these positions for the following year.
4. In the event that the Board desires to add or change supplemental positions and/or compensation during the contract period, the Board and S.E.A. leadership will negotiate the compensation connected with the addition or change.

for the total cost of the benefits. Life insurance coverage will be provided by the Board in accordance with the eligibility provisions.

4. Any certificated/licensed employee given an extended time contract shall be compensated at his/her daily rate or monthly rate.
 - a. Employees who work extended time shall be compensated at the salary per diem paid for the school year for which the work was approved. Application for payment for extended time must be made by September 1. Payment for extended time worked will be received in the first September payroll.
5. This Agreement specifies salaries for the 2011-2012, 2012-2013 and 2013-2014 school years.
6. September 1, 2011 (no steps, no lanes)
September 1, 2012 (no steps, no lanes)
September 1, 2013 (no steps, no lanes)

Three year freeze on the salary index.

Step designations will be changed from their numerical designation to a letter designation.

7. A certificated/licensed employee in the Masters +30 column, who has completed 25 years of service, shall receive a longevity increase of $1.0395 \times \text{step } q$, now known as step r. A certificated/ licensed employee in the Masters +30 column, who has completed 29 years of service shall receive a longevity increase of $1.012 \times \text{step } r$, now known as steps.
8. No more than 15 semester hours of workshop or on-line credit will be accepted for movement on the salary schedule after the Masters Degree column. All coursework completed prior to September 1, 1996 will be accepted for movement

4. THE APPRAISAL: From the teacher's point of view:

- a. Performance status - the teacher is entitled to know where one stands in the opinion of the administrator. This means knowing whether one is doing well and is meeting his/her expectations as well as the teacher's.
- b. Self-Improvement - the best improvement is self-improvement. Appraisal is a means to that end. The identification of areas of performance needing improvement is the starting point for an effective program of self-improvement.
- c. Cooperative effort - improvement in performance is the result of the cooperative effort of the appraisee and appraiser. The latter has an obligation to counsel and work with the former in carrying out an effective program.
- d. Clarification of objectives - performance appraisal clarifies what is to be appraised and under what circumstances the evaluation will be accomplished. This reduces the tendency to make "crystal ball" judgments.
- e. Equal responsibility - performance appraisal, cooperatively conducted, involves the teacher in deciding what steps are necessary to bringing about improved teaching performance.
- f. Appraisal has relevancy - performance appraisal, being related to what the teacher does, has relevancy to the teacher's day-to-day work. It is not something separate and apart.
- g. Long range implications - appraisal should be a continuous process. Viewed from this perspective, the teacher can undertake a progressive improvement program which can continue as long as one teaches.

5. Teachers' Rights with Respect to Appraisal

- a. Appraisal of teaching performance (evaluation) will be used for the following purposes:
 - 1) Part of an on-going plan to improve the certificated/licensed employee's performance in her/his professional position.
 - 2) To recommend the renewal of a limited contract or the granting of a continuing contract.
 - 3) As reference material for recommendations or promotions.
 - 4) As evidence of certificated/licensed employee's job performance.

- b. A building administrator, annually, shall utilize the "An Evaluation of Teaching Performance" form in the conference with the teacher. Upon the completion of this conference, both parties shall receive signed copies of the evaluation. Signature by the teacher does not indicate agreement with the evaluation, but it does indicate the conference including evaluation has been held. Both the teacher and administrator may use space allowed for comment.

- c. When an administrator has a concern about a certificated/licensed employee's performance, the concern will be stated in writing and a plan for improvement will be identified. The plan should allow a reasonable amount of time to incorporate the desired change.

- d. Observations for evaluations will be a minimum of thirty (30) consecutive minutes.

- e. Limited contract teachers will have at least two (2) evaluations per year. Continuing contract teachers should have at least one (1) evaluation per year. At least one, thirty (30) minute observation is required for each evaluation. This replaces the language requiring two (2) observations for each evaluation in O.R.C. 3319.111. A conference regarding the evaluation should be held within

3. THE SCHEDULE:

- a. In placing a new teacher on the salary schedule, consideration shall be given to both previous experience and training. The number of years allowed a teacher entering the system is at the discretion of the Board of Education upon recommendation of the superintendent.

- b. As a reward for exceptional meritorious service, the Board upon recommendation of the administration, may grant up to a double increment increase to any teacher who merits such recognition.

- c. All teaching assignments are regarded as carrying an appropriate amount of extra classroom service without regard to grade or subject taught.

- d. In cases where special services are assigned to a teacher by the Board, additional compensation may be granted. This does not refer to the usual extra-class assignments but to such assignments as dean of boys, dean of girls, athletic coaches, etc. This additional compensation is payable in one lump sum at the completion of the assignment. This could be two (2) payments if so desired.

- e. A teacher who has retired into the State Teacher's Retirement System (STRS), but subsequently is reemployed by the Board, shall be placed on the salary schedule with full recognition of previous years of teaching experience and training. That teacher's salary will then be multiplied by a minimum of 70%, which shall provide his/her compensation. Any medical, dental or vision benefits received by the employee shall be taken through the State Teachers' Retirement System and will not be offered by the Board of Education. If during the life of this contract the State Teachers' Retirement System enacts a policy that does not permit the retired/rehired employee from accessing those benefits, that employee may access the Board's benefits by reimbursing the Board

f. Nothing in the above paragraphs shall preclude the Board or administration from assigning certificated/licensed employees to curriculum and other special work during the hours of the day when release time from the employee's normal daily schedule is provided.

W. Printing of Agreement and Board Policies

1. Upon ratification and signing of this Agreement by the Board and S.E.A., the Board will print and deliver a copy to each member of the bargaining unit by September 1 of the new contract year or within sixty (60) days of ratification and signing, whichever is last. The Board will also provide the Association President with 50 additional copies within the same time frame.
2. A copy of any collective bargaining agreement entered into by the Association and the Board shall be jointly filed with the State Employment Relations Board within thirty (30) days of the ratification and signing of the agreement.
3. A copy of the Solon School District Board Policies will be available for review at the central office, each principal's office, the teachers' reference area in the media center, and with the S.E.A. president.
4. Each teacher will also receive a handbook consisting of the rules and regulations for the operation of their respective buildings from the building principal.

X. Teacher Salary Schedule (See Appendix B)

1. PURPOSE: The purpose of this salary schedule is to attract and maintain a superior quality of teaching personnel, to promote professional growth and to encourage longer tenure for successful teachers.
2. DESCRIPTION: This schedule shall be a "single salary schedule" for all certificated/licensed personnel.

ten (10) days of the observation. The form "An Evaluation of Teaching Performance" shall be used during each evaluation conference.

1) Each limited contract teacher shall be evaluated twice during the year prior to April 1 of the school year. One evaluation shall occur prior to December 15 and the second shall occur between January 15 and April 1 with at least thirty (30) days between evaluations. This language specifically replaces the time line under O.R.C. 3319.11. This language in no way abridges the right to due process established in O.R.C. 3319.11.

2) Each limited contract teacher that is being considered for tenure will be evaluated no fewer than three (3) times and no more than four (4) times during the school year.

f. Evaluation must recognize academic freedom and individual teaching style.

g. Personnel Files

1) All material contained in any personnel file must be job related.

2) Any certificated/licensed employee, or representative (upon presentation of proper written authorization by the certificated/licensed employee), shall have the right to examine all material in that employee's personnel file. The administration will comply with such a request within a reasonable amount of time. In a file, complaints that are more than three (3) years old and (in the administrator's judgment) no longer have a bearing on teaching performance shall be discarded upon the employee's request.

3) A certificated/licensed employee or designated representative may be accompanied by an Association

representative during the examination of that employee's personnel file.

- 4) The certificated/licensed employee has the right to respond to any derogatory materials contained in her/his file by attaching a rebuttal to the filed statements. No anonymous statements shall be retained in a file.
- 5) A certificated/licensed employee shall be informed of any complaint directed towards him/her by a parent or student which has become a matter of written record and given the opportunity to include a written rebuttal in his/her personnel file.
6. If a new teacher has not completed the technology prerequisite skills as noted in Appendix L by the end of their first 18 months of employment, such teacher shall be non-renewed. Personnel office will be responsible for verifying completion.

M. Awarding Contracts

1. It shall be the duty of the superintendent of schools to see that persons nominated for employment shall meet all qualifications established by law and by the Board for the type of position for which nomination is made. All teachers with four through nine certification must become certified as a generalist within two years. The ability to educate students successfully must be the prime consideration in retaining teachers and in awarding continuing contracts. In addition to administrative and supervisory expertise, this may be on peer group opinion and reaction, and student reaction and rapport. Any reports of unsatisfactory performance should be made before March 1st and the teacher will receive a written summary. Failure to award a limited contract, a continuing contract (when applicable), or a supplementary contract, requires notification before April 30th or 30 days before the close of the school, whichever comes first, in the form of a written report. After the teacher has been given an

8. Meetings and Committee Work

- a. An SEA committee will meet with the administration to discuss the meeting schedule for the coming school year. Every effort will be made to minimize November meetings in deference to parent conferences. Once the schedule is set, committee members must understand that changes, additions, and deletions of meetings may occur during the life of the committee. Every effort will be made to include staff in those changes.
- b. After School Meetings. The certificated/licensed employee schedule anticipates that certified/licensed employees will remain after school without additional compensation to attend up to 20 hours of meetings per year for faculty, study groups, building, department or grade level needs. These meetings will not be scheduled during the last two days of a grading period, the first full week of a new grading period and the last five (5) days of the school year. Grade level, team, or department meetings for the purpose of implementing district work will be no more than two additional after school meetings per year.
- c. During School Meetings. Grade level, team, or department meetings for purpose of implementing district work will be no more than two full or four half days of release time.
- d. Development Meetings - Compensated. Curriculum revision work will be compensated at the rate of .07% of the Bachelor's base with no experience salary per hour.
- e. Building administrators will review each staff member's commitment to ensure that the teacher has not over extended his/her self in committee work. Building administrators will make a reasonable effort to equitably distribute committee assignments.

student day begins and twenty (20) minutes after the student day has ended. The student day shall be defined as the period of time the students begin in an assigned class or homeroom period in the morning until dismissal time at the close of the normal school day.

3. If the administration finds it necessary to increase the instructional day, the amount of increase shall be limited to no more than ten (10) minutes and shall not extend the amount of time in the teacher day as listed in section V.1. above.
4. The certificated/licensed employee work day will include at least a thirty (30) minute duty-free, uninterrupted lunch between 11:00 A.M. and 1:00 P.M. The exceptions to this are (a) if the teacher agrees in writing to his/her schedule, or (b) when no other scheduling alternative exists and the teacher will not be assigned to a similar schedule two (2) years in a row. Each certificated/licensed employee shall be free to leave the building during that period after notifying the building office.
5. Duties shall be equalized, but equalization does not require that duties be equal on any given day, week or month. Duties of a teacher shall be of a professional nature.
6. Certificated/Licensed employees who are required to travel from one building to another shall not have such travel time considered part of their planning time or lunch time.
7. All high school certificated/licensed employees shall have fifty (50) minutes of uninterrupted planning time during each student day. High school teachers will be assigned no more than five (5) fifty (50) minute teaching periods each student day. Middle school and elementary certificated/licensed employees shall have a minimum of two hundred (200) minutes planning time per week during the student day.

opportunity to sign and date it, it will be filed in the school's personnel file.

2. It is the professional duty of teachers to return a completed notification of intent within prescribed time limits. (Appendix K)
3. Continuing Contracts
 - a. Teachers who will complete the requirements for a professional certificate during the school year, but whose documentation is delayed until after April 30, may request the board to vote a continuing contract during the month of April. If the professional certificate is not on file at the Board of Education by July 15 or is not shown on the State website as issued by July 15, the continuing contract will revert to a 1 year limited contract.

With regard to licensure, a teacher must have a valid license as of July 15, and have completed the required 30 semester hours in order to be granted a continuing contract. If the license is not on file at the Board of Education or is not shown on the State website as issued by July 15, and/or the teacher does not have proper documentation of the required hours, the continuing contract will revert to a 1 year limited contract.

- b. The superintendent may recommend reemployment of a teacher, otherwise eligible for a continuing contract, under one limited contract of not more than two years for reasons directed at the teacher's personal improvement, without first requiring a three-fourths vote of the Board of Education's full membership to non-renew. This provision specifically removes the requirement specified in 3319.11 that resulted from H.B. 330 effective July 1, 1989.

N. Grievance Procedure (See appendix D)

1. **PURPOSE.** The purpose of this procedure is to secure, at the lowest possible administrative level, in the shortest possible time, equitable solutions to grievances of all certificated employees.

2. **DEFINITIONS**

a. A “grievance” shall mean a complaint by a certificated/ licensed employee, a group of certificated/licensed employees, or the S.E.A. that there has been a violation, misinterpretation, or inequitable application of the personnel policy, regulations, work rules, or practices governing or affecting them.

b. The “grievant” is an employee covered by the terms of this Agreement, a group of employees, or the S.E.A.

c. The term “days” when used in this document shall refer to school days.

d. An “Association representative” or a “representative of the Association” is a member of the Solon Education Association.

e. The “Board” shall refer to the Solon Board of Education.

3. **INFORMAL PROCEDURE:** The grievant shall initially discuss the grievance directly with the building principal or immediate superior. The grievant may be accompanied and represented by an Association representative. The objective of both parties should be to resolve the problem as quickly as possible in an informal manner.

4. **FORMAL PROCEDURE:**

a. **Level One** - If the grievant is not satisfied with the outcome of the informal procedures, a claim as a formal grievance in writing (using Form A) to the principal and to the S.E.A. Professional Rights and Responsibilities

U. School Year

1. The exact school year shall be a negotiable item. The school calendar shall consist of one hundred eighty-six (186) days as follows:

One hundred eighty-two (182) instructional days

One (1) Teacher Day (immediately preceding opening day of the first semester)

One (1) Professional or In-Service Day

One (1) Records Day (corresponding with the end of the first semester)

One (1) Records Day (following the last student day)

Two (2) Parent Conference Days (K-8, with student release time) will be scheduled within the school year.

2. No teacher will be required to attend any meeting or accept any assignment other than during the regular school year.

3. School calendars will be created by a committee consisting of a central office administrator and two (2) members of the S.E.A. Welfare and Finance Committee.

V. School Day

1. The length of the certificated/licensed employee work day is as follows:

High School 7 hours and 45 minutes

Solon Middle 7 hours and 25 minutes

Orchard 7 hours and 25 minutes

Elementary K-4 7 hours and 25 minutes

Staff members who are involved in after school intervention programs may be requested to start their workday earlier or later than the above. When this happens, the day shall be no longer than the hours and minutes listed above.

2. The length of the certificated/licensed employee day includes periods of twenty (20) minutes before the official

assistance given to students apart from the teacher's regular duties) is not to be given by a teacher to any of one's own students.

S. Solon Education Association Participation in Preparations of School Appropriations

1. Utilization of the expertise of the professional staff towards providing an excellent educational environment for the students should continue. This includes meetings and discussions between the administration and S.E.A. Welfare and Finance Committee in December with respect to the July budget and in May with respect to the appropriations. Included would be topics and concepts relating to creation of new professional positions, professional staff and salaries, purchase of new and replacement educational equipment and other items relating to teacher needs and teacher used facilities.
2. The S.E.A. recognizes that the Board of Education has the legal responsibility for making final decisions on budgets and appropriations. And, there is, of course, nothing in the above to preclude consultation with other individuals or groups in regard to any of the above.

T. Staff Participation in School Design

Prior to the design of a school building, major remodeling or school building addition, the superintendent and administration will meet with members of the school faculty who shall be representative of the grade levels or disciplines to be housed in such building to discuss educational requisites for the structure. The same group shall review the preliminary drawings and provide written suggestions prior to the preparation of working drawings. Should the superintendent and administration determine not to pursue recommendations of the teachers' committee, an oral and written explanation shall be provided the Board of Education and members of the teachers' committee.

Committee (PR&R), chairperson. If the grievance is not filed within 30 days of its occurrence, it will no longer exist.

- 1) Not later than three (3) days after a grievance is filed, the principal will notify the grievant and the S.E.A. PR&R committee chairperson of the time and location of the meeting, which date shall not be later than five (5) days after the date of notification. At that meeting, which shall be before the principal and designee, the grievant shall be present and an Association representative may be present if the grievant so requests.
 - 2) Not later than three (3) days after the conclusion of the meeting, the principal shall submit a disposition in writing (using Form B) to the grievant and a copy shall be given to the chairperson of the S.E.A. PR&R committee.
- b. **Level Two** - If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may file a written grievance (using Form A) with the chairperson of the S.E.A. PR&R committee within five (5) days. The S.E.A. PR&R committee shall within five (5) days after receipt, review the grievance and the administrator's reply and if it desires, refer the matter in writing (using Form B) to the superintendent or his/her authorized representative.
- 1) Not later than three (3) days after receipt of such a request, the grievant and PR&R committee chairperson will be notified of the time and place of the meeting, which date shall not be later than five (5) days after the notification. The meeting shall include the superintendent and/or two (2) others as the superintendent shall designate, the grievant, and three (3) representatives of the S.E.A. PR&R committee.
 - 2) The superintendent and designees shall within three (3)

days after the hearing render their decision and the reasons therefore in writing (using Form B) to the grievant with copies to the principal and the PR&R committee chairperson.

c. **Level Three** - If the grievant is not satisfied with the disposition of the grievance Level Two, the grievant may within five (5) days request in writing (using Form A) to the chairperson of the S.E.A. PR&R committee that the grievance be submitted to the Solon Board of Education.

1) The PR&R committee shall within five (5) days after receipt, review the grievance and the superintendent's response, and if it desires, refer the matter in writing (using Form B) to the President of the Board of Education with copies to all parties in interest.

2) Not later than three (3) days after receipt of such a request, the grievant and the S.E.A. PR&R chairperson will be notified of the time and location of the meeting, which date shall not be later than ten (10) days after the date of notification. The meeting shall include the Solon Board or a committee of the Board consisting of at least three (3) members, the grievant, and three (3) representatives of the S.E.A. PR&R committee. The administration or designees may be included.

3) The Board shall within three (3) days following the above meeting render its decision and the reasons therefore in writing (using Form B) to all parties in interest.

d. **Level Four** - In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is

6. Testing Program - Teachers are encouraged to make optimum use of the standardized testing program administered to each student annually, grades K-12. This testing program is established cooperatively between teachers and administrators. A standing committee will be appointed by the superintendent of schools for purposes of implementing and upgrading the aforementioned testing program. The committee will consist of the following:

- a. One administrator or guidance person from each level (H.S., M.S., Elem.);
- b. One teacher from each building;
- c. One administrator from the central office.

7. Performance Contracts - Performance contracts may be issued by the superintendent for the completion of curricular work or other work of a specific task which will benefit the district. Performance contracts will be issued in writing specifying duties and compensation.

R. Tutoring

1. The Solon Board of Education assumes that it is the obligation of the school and teachers to give extra time and help to students who have been absent on account of personal illness in the home. This should be given only when the building principal has full knowledge of what is taking place.
2. Where a great amount of make-up work is needed on account of absence due to personal illness or illness in the home, the teachers shall be compensated by the Board of Education for authorized home instruction (see Article XI, Section Y). Before make-up work is started, there must be an understanding between parents, teachers, and all concerned on the need for the work, the amount, and the fee.
3. Private tutoring for a fee (as distinguished from 1 and 2 above, and as distinguished from the normal amount of

clinics and purposeful visitations outside Solon. Application should be made through the principal and forwarded to the superintendent of schools. A professional staff member is generally limited to five (5) or less professional meeting days a year being reimbursed for expenses to cover lodging, food, and transportation, and fees connected with the professional meeting. The reimbursement for these expenses shall follow the State requirements as outlined by the state auditor and by the clerk of the Solon Board of Education. (see Appendix F)

3. Innovations - An innovation is defined as experimentation in method, content, additional courses, and/or other educational, especially in the classroom, experience for students. The project may be conducted by one or more staff members. Cost and feasibility are strong factors for the approval of the project. One desiring to make such an expenditure will make application through principals which will be forwarded to the superintendent of schools.
4. Professional Visiting Days - Two (2) visiting days each school year may be allowed to teachers at the discretion of the principal. Requests for permission to attend special meetings (other than regularly scheduled meetings) are to be submitted to the superintendent's office in writing well in advance of such dates. (see Appendix F)
5. Special Duty Assignment - Professional personnel of the Solon School system may be given a special duty assignment for one or two semesters of released regular duty assignment to serve in a special capacity for the school district. The teacher may be assigned the task of visiting school systems to analyze a new innovation in education, a curriculum development, new materials, or doing action research. The teacher may be asked to take special coursework to provide one with a special expertise in education. Application may be made through the principal and forwarded to the Superintendent of schools for the request to be given consideration and approval by the Board of Education. (see Appendix F)

not reached, the parties will promptly request the American Arbitration Association to submit a panel of arbitrators and will choose one by the alternative strike method.

- 1) The following sections of this Agreement are not grievable at Level Four:
 - a) M. Awarding Contracts
 - b) P. Student Discipline
 - c) Q. Educational Improvement
 - d) R. Tutoring
 - e) S. S.E.A. Participation in School Appropriations
 - f) T. Staff Participation in School Design
- 2) The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any terms and conditions of this Agreement.
- 3) The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.
- 4) The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
- 5) An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall not suffer any loss for any of the time during which his/her attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith.
- 6) The arbitrator's decision and award will be in writing

and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

5. PROFESSIONAL RIGHTS PROVISIONS:

- a. This grievance procedure governs all professional employees in the Solon School District.
- b. The Filing of a grievance in no way relieves the grievant of assigned responsibilities.
- c. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation. In the event a grievance is filed or being processed on or after the end of the school year, the time limits set forth herein shall be reduced, by mutual consent, so that the grievance may be exhausted as soon thereafter as is practicable. By written mutual agreement, time limitations and/or representatives may be changed.
- d. If S.E.A. PR&R Committee decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the grievant, it may withdraw its support and elect not to proceed to arbitration.
- e. If, in the judgement of the S.E.A. PR&R committee, a grievance affects a group or class of professional employees in more than one building, the PR&R committee may submit such grievance in writing (using Form A) to the appropriate administrator or administrators for commencing of formal grievance procedure.
- f. Every effort will be made to avoid interruption of the classroom activities and to avoid involvement of students in all phases of the grievance procedure. Only authorized forms for filing grievances, made available

sent to the level at which the decision was made and the next higher level.

Q. Educational Improvement (See Appendices F or I)

The Solon Board of Education, in pursuance of educational improvement in the Solon system, invites the cooperation from all personnel in the Solon School System in such an effort. Professional personnel requesting educational improvement programs should first discuss thoroughly with the principal, co-workers, supervisors, or other people involved in such an improvement plan before filing an application with the superintendent for final approval.

1. Local In-service Training

- a. A workshop would be a typical activity. It could be a half day, a full day, several days, or on a shared-time basis after school, in the evening, in summer, etc. It might focus on a subject area, a grade level, an interest area, method area, etc. A guest lecturer may be the center of the in-service program.
- b. Requests for local in-service training will be considered for discussion with the principal of that particular building or principals and forwarded to the superintendent of schools for approval. (See Appendices F or I)
- c. Certificated/Licensed personnel who are required to attend workshops, training sessions, and in-services which begin after 4:30 P.M. on a school day, occur on Saturdays, or occur during the summer will be compensated at the rate of .07% of the Bachelor's base with no experience salary per hour. An attendee may not receive the rate if he/she is receiving college credits or Continuing Education Units.

2. Out-of-Town Professional Meetings and Reimbursement - A professional meeting is defined in the broad terminology to include conferences, workshops, conventions, coaching

knowledge of the conduct for which the employee is being disciplined. The employee shall be advised of the right to confer with a representative of the S.E.A.

3. Any disciplinary action taken by the Board shall only be for gross inefficiency and immorality, for willful and persistent violation of reasonable regulations of the Board, or for good and just cause.
4. Any disciplinary action against an employee may be processed in accordance with the grievance procedure in Article XI, Section N of this agreement.
5. All certified employees of the Solon Board of Education are required by condition of employment to agree to the terms and conditions set forth in the Technology Acceptable Use Policy as noted in Appendix M. Those in violation risk loss of computer privileges or discipline per the negotiated agreement.

P. Student Discipline

1. It is the teacher's responsibility to maintain discipline at all times. Regardless of the cause of any pupil difficulty, no teacher or class is ever required to tolerate any acts of gross misconduct, including flagrant discourtesy, acts of violence, abusive and vile language, and/or deliberate insubordination. Such cases are referred to the principal or his/her designee for action. The teacher may request in writing to the principal a refusal of admission of a student to class who repeatedly commits such acts. (Appendix C)
2. In the event that a teacher is dissatisfied with a disciplinary outcome involving a student, a hearing shall be granted at the level at which the decision was made. The teacher may have a representative from the S.E.A. present.
3. If, after the hearing, the teacher is still dissatisfied, his/her concerns should be put in writing. A copy of this will be

by the building principals and the superintendent's office, shall be used by the parties in interest. Sample copies of authorized forms are attached to the grievance procedure instrument. (see appendix D)

- g. The Association shall furnish to each building principal and the superintendent before October 1 of each year, the names of the S.E.A. PR&R committee members. The personnel of this committee may be changed at any time by the Association.
6. DIRECTIONS FOR PREPARATION AND USE OF FORMS A AND B:
- a. There are 4 levels of formal grievance procedures:
 - Level One - Principal's Level
 - Level Two - Superintendent's Level
 - Level Three - Board of Education Level
 - Level Four - Arbitration Level
 - b. THE ORIGINAL GRIEVANCE AS WRITTEN BY THE GRIEVANT IN LEVEL ONE IS TO BE THE SAME THROUGHOUT ALL LEVELS, AND NOT TO BE REWRITTEN OR ALTERED.
 - c. FORM A:
 - 1) Level One - 4 copies by grievant
 - (1) - building principal
 - (1) - to PR&R committee chairperson
 - (1) - to be retained by grievant
 - (1) - to superintendent
 - 2) Level Two - 1 copy by grievant
 - (1) - to chairperson PR&R committee
 - 3) Level Three - 1 copy by grievant
 - (1) - to chairperson of PR&R committee
 - 4) FORM A is used only by the grievant. By use of this

form one initiates formal grievance procedures and also may continue through Level Three.

d. FORM B

- 1) Level One - 4 copies by principal
 - (1) - to grievant
 - (1) - to PR&R committee chairperson
 - (1) - to be retained by principal
 - (1) - to superintendent
- 2) Level Two - 1 copy by PR&R committee chairperson
 - (1) - to superintendent or authorized representative
- 3) Level Three - 3 copies by PR&R committee
 - (1) - to president of Board of Education
 - (1) - to superintendent
 - (1) - to principal

4 copies by Board of Education

 - (1) to grievant
 - (1) to principal
 - (1) to PR&R committee
 - (1) to superintendent
- 4) Level Four - 1 copy by S.E.A. PR&R Chairperson
 - (1) - to superintendent
- 5) FORM B is the form used to answer the grievant at all three (3) levels plus being used to inform the superintendent of Level Two (2), the Board of Education of Level Three (3), and superintendent of Level Four (4).

e. Time periods involved in the Grievance Procedures

- 1) Thirty (30) days- Grievance not filed after occurrence will no longer exist.
- 2) Level One
 - a)3 days - principal's period of time to notify of meeting time and location

- b)5 days - for meeting to occur after notification
- c)3 days - for principal to give a disposition

3) Level Two

- a) 5 days - grievant to carry grievance further
- b) 5 days - PR&R committee to review the matter and inform superintendent
- c) 3 days - superintendent's period of time to notify of meeting time and place
- d) 5 days - for meeting to occur after notification
- e)3 days - superintendent to give a decision

4) Level Three

- a) 5 days - grievant to carry the grievance further
- b) 5 days - PR&R committee to review matter and inform president of Board of Education
- c) 3 days - Board of Education period of time to notify of meeting time and place
- d) 10 days - for meeting to occur after notification
- e)3 days - Board of Education to give its decision

5) Level Four

- a) 5 days - grievant and PR&R Chairperson to carry grievance further
- b) 10 days - grievant and superintendent to select arbitrator

O. Teacher Discipline

1. Any employee who is to be suspended shall be given written notice regarding the reason(s) for the disciplinary action within ten (10) days after the Board has knowledge of the conduct for which an employee is being disciplined. The employee shall be advised of the right to confer with a representative of the S.E.A.
2. Any continuing contract employee who is to be discharged shall be given written notice regarding the reason(s) for the disciplinary action within ten (10) days after the Board has