



09-06-13
13-MED-02-0097
1693-01
K29801

MASTER AGREEMENT
BETWEEN
THE OAKWOOD BOARD OF EDUCATION
AND
THE OAKWOOD TEACHERS' ASSOCIATION/OEA/NEA

JULY 1, 2013 – JUNE 30, 2016

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE I – RECOGNITION AND BARGAINING PROCESS.....	1
A. Recognition.....	1
B. Bargaining Process.....	1
ARTICLE II – ASSOCIATION/MANAGEMENT RIGHTS.....	2
A. Association Rights.....	2
B. Management Rights.....	4
ARTICLE III – GRIEVANCE PROCEDURE.....	5
A. Definitions.....	5
B. Purpose and General Provisions.....	5
C. Time Limits.....	6
D. Procedure.....	6
E. Administrative Appeal Procedure.....	9
ARTICLE IV – WORKING CONDITIONS.....	10
A. Workday.....	10
B. Work Year.....	10
C. Assignments, Transfers and Vacancies.....	11
D. School Year Calendar.....	12
E. Employee Discipline.....	12
F. Teacher Induction.....	12
G. Tenure.....	12
H. Staffing.....	13
ARTICLE V – EMPLOYEE RIGHTS.....	14
A. Individual Contracts.....	14
B. Contract, Renewal/Non-Renewal.....	14
C. Contract Termination.....	15
D. Reduction in Force.....	15
E. Evaluation Procedure.....	17
F. Personnel File.....	23
G. Complaints Against Unit Members.....	24
H. Part-Time Unit Member Contracts.....	24
ARTICLE VI – ABSENCE FROM DUTIES.....	24
A. Communication of Absences.....	24
B. Sick Leave.....	25
C. Personal Leave.....	26
D. Adoption Leave.....	27
E. Funeral Leave.....	27
F. Assault Leave.....	27
G. Unpaid Leaves of Absence.....	28
H. Court/Agency Duty.....	29
I. Military Leave.....	29
J. Voluntary Medical Leave.....	30

K. Involuntary Medical Leave	30
L. Sabbatical Leave	30
M. Family and Medical Leave Act.....	32
N. Sick Leave Bank.....	32
ARTICLE VII – COMPENSATION AND BENEFITS	35
A. Base Salary.....	35
B. Base Salary Advancement	36
C. Fixed Annual Incentive.....	37
D. Supplemental Compensation	37
E. STRS Pick-up	38
F. Full-/Part-Time Work	38
G. Severance Pay	39
H. Retirement Incentive.....	39
I. Mileage Reimbursement	40
J. Insurance Benefits.....	40
K. Payment for Non-Use of Board Provided Family Medical Insurance.....	42
L. Tuition-Free Attendance	42
M. Compensation, Payments and Deductions.....	42
N. Tax Sheltered Special Pay Plan	43
O. Deferred Compensation Plans.....	43
P. IRS Section 125 Flexible Benefit Plan.....	43
Q. Tuition Reimbursement.....	43
ARTICLE VIII – LABOR MANAGEMENT COMMITTEE.....	44
ARTICLE IX – LOCAL PROFESSIONAL LICENSURE COMMITTEE (LPLC).....	44
A. Purpose.....	44
B. Mission.....	44
C. Structure.....	45
ARTICLE X – PROFESSIONAL DEVELOPMENT COMMITTEE	46
ARTICLE XI – EMPLOYMENT OF RETIRED CERTIFIED PERSONNEL	46
ARTICLE XII – JOB SHARE PROGRAM.....	47
ARTICLE XIII – EXCEPTIONAL NEEDS STUDENTS.....	48
ARTICLE XIV – FORM, EFFECT AND DURATION	48
A. <u>Topic/Headings</u>	48
B. <u>Form</u>	49
C. <u>Effect</u>	49
D. <u>Duration</u>	49
APPENDIX A – 2013-2014 SUPPLEMENTAL ASSIGNMENTS	50
APPENDIX B – SUPPLEMENTAL SALARY SCHEDULE	51
APPENDIX C – OTHER COMPENSATION SALARY SCHEDULE FOR 2013-2016	52
APPENDIX D – SALARY RANGE PLACEMENT SCHEDULE	53
APPENDIX E – TEACHER INDUCTION PROGRAM.....	54

APPENDIX F – TEACHER EVALUATION FORMS	57
PROFESSIONAL GROWTH PLAN	58
PROFESSIONAL IMPROVEMENT PLAN NOTIFICATION	60
PROFESSIONAL IMPROVEMENT PLAN	61
POST-OBSERVATION CONFERENCE FORM	63
SUMMATIVE RATING FORM.....	65
APPENDIX G – APPLICATION FOR TUITION REIMBURSEMENT	66
APPENDIX H – APPLICATION FOR JOB-SHARING.....	67
APPENDIX I - COMPENSATION INFORMATION.....	68
APPENDIX J - HEALTH CARE INFORMATION	75
MEMORANDUM OF UNDERSTANDING – DEVELOPING AND TEACHING DISTANCE LEARNING AND ON-LINE COURSES.....	86
MEMORANDUM OF UNDERSTANDING – EXPANSION OF JOB SHARE PROGRAM STUDY.....	88

ARTICLE I – RECOGNITION AND BARGAINING PROCESS

A. Recognition

The Oakwood Board of Education [“Board”] recognizes the Oakwood Teachers' Association [“Association”] affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive collective bargaining representative of all certificated teaching personnel employed by the Board, including teachers, counselors, psychologists, tutors, speech and hearing specialists, school nurses and substitutes serving in excess of sixty (60) consecutive workdays in the same position in a given school year, he/she hereafter referred to as Unit Members, except as excluded by law.

Excluded from representation are the Superintendent, Principals, Directors, Assistant Principals, administrative assistants, supervisors, occasional substitutes, and managerial and confidential employees as defined in ORC 4117 and all other employees.

B. Bargaining Process

1. Negotiations for a successor contract shall begin with a Notice to Negotiate filed with the other party to the Agreement and with the State Employment Relations Board anytime between ninety (90) and sixty (60) days just prior to the expiration date of this Agreement and this bargaining period shall continue until the expiration date of this Agreement or until agreement is reached, whichever comes sooner.
 - a. Meeting dates shall be set by mutual agreement of the parties.
 - b. Each party may have a team of up to six (6) persons representing it at the bargaining table.
2. When either party determines that bargaining impasse exists, that party may call upon the mediation services of the Federal Mediation and Conciliatory Service (FMCS) to assist in resolving the impasse.
3. Provided at least ninety (90) days have passed since the Notice to Negotiate was delivered, provided this Agreement has expired, provided no successor Agreement has been ratified, and provided FMCS mediation has been utilized, the Association may serve notice and carry out a strike in accordance with ORC 4117. The parties agree that this shall serve as their mutually agreed dispute resolution procedure and shall supersede the dispute resolution procedure found in ORC 4117.14.
4. Agreement shall be considered reached only upon proper ratification by both the Board and the Association of the terms and conditions negotiated.
5. Offers made and not accepted may be withdrawn at any time without prejudice.

ARTICLE II – ASSOCIATION/MANAGEMENT RIGHTS

A. Association Rights

Exclusive recognition shall entitle the Association to the following:

1. Use of designated bulletin boards in teachers' lounges and other bulletin boards designated by the building Principal for Association business.
2. Payroll deduction of membership dues.
3. Brief announcement at faculty meetings of Association business.
4. Use of public address system at beginning or end of school day regarding Association meeting times and locations, and reminders of Association deadlines.
5. General distribution of printed bulletins via staff mail boxes. Distributions shall be made by the Association representative or designee. Mail boxes shall not be marked or labeled in any fashion. There shall be concurrent distribution of said bulletins to the building Principal and Superintendent.
6. Association spokesperson rights at Board meetings.
7. Use of school buildings without charge at times when a custodian is normally on duty; other times according to regulations promulgated by the Board.
8. Use of Board-owned copying machines, provided such machines shall be operated by Unit Members at times which do not interfere with their normal teaching duties and provided further that all costs of paper and materials used shall be paid by the Association unless waived by the Superintendent.
9. Fair Share Fee:
 - a. Payroll Deductions: The Board shall deduct from the pay of Unit Members who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the terms of this Agreement. The Association shall provide to the Treasurer a list of names of those Unit Members requiring fair share deductions on or before September 30 of each work year.
 - b. Notification: Notice of the amount of the annual fair share fee, not to exceed 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 30 of each year during the term of this Agreement for the purpose of determining the amount to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

- c. Schedule of Deductions:
 - (1) All Fair Share Fee Payers - payroll deductions of annual fees shall occur no later than the first payroll period on or after January 15th. The period prior to this shall be considered the waiting period prescribed in Ohio Revised Code (ORC) Section 4117.09. In case of Unit Members newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date after the latter of:
 - (a) sixty (60) days of employment in a bargaining unit position; or
 - (b) the first payroll period on or after January 15th.
 - (2) Upon Termination of Membership During the Year - The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five days from the termination of membership.
- d. Transmittal of Deductions: The Board shall transmit said fees along with the dues and in accordance with the procedures utilized for regular dues deductions.
- e. Procedure for Rebate: The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the ORC and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with applicable state and federal laws and the Constitution of the United States and the State of Ohio.
- f. Entitlement to Rebate: Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- g. The Association shall indemnify and hold harmless the Board and its agents from any liability arising from the implementation and execution of the terms and conditions of this fair share fee provision provided that:
 - (1) The Board shall give ten (10) day written notice of any claim made or action filed against it.

- (2) The Association reserves the right to designate counsel to defend the Board.
- (3) The Board agrees to give cooperation to the Association and its counsel in all proceedings; to permit the Association or its affiliates to intervene; and to not oppose the Association or its affiliate if it files and *amicus curiae* brief, and
- (4) The Board acted in good faith with regard to the fair share fee provision.

There shall be no indemnification, however, if the Board intentionally or willfully fails to apply or misapplies the fair share fee provision.

10. Association Leave: A Unit Member or members designated by the OTA president to attend to Association matters will be granted paid leave in accordance with past practice subject to at least three (3) working days advance written notice from the OTA president to the Superintendent. The above notwithstanding, the Superintendent may refuse to grant such leave. It is acknowledged by the parties to this Agreement that while a Unit Member is on Association Leave, said Unit Member is not within the course and scope of employment by the Board.

B. Management Rights

The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in this Agreement. The Board, on behalf of the electors of the District, retains and reserves unto itself the ultimate responsibilities for proper management of the School District conferred upon and vested in it by the Revised Code of Ohio and Constitution of the State of Ohio and the United States, and excepted to the extent specifically modified by this Agreement, shall include the responsibility for and the right:

1. To maintain executive management and administrative control of the school system and its properties and facilities, the efficiency of its operations, the professional activities of its employees as related to the conduct of school affairs, the direction and supervision of its employees and the determination of the course of study for its students.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal, discipline or demotion; and to promote and/or transfer all such employees; and to renew or non-renew their contracts.
3. To delegate authority through recognized administrative channels according to current Board policy.

4. To determine job schedules, the hours of employment, and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.
5. To determine the size and strength of the work force.
6. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms thereof are in conformance with or do not conflict with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

ARTICLE III – GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by a Unit Member or group of Unit Members or the Association on its own behalf that there has been a violation of, misapplication of, misinterpretation of, deviation from any of the provisions of the negotiated Agreement between the Association and the Board, and any Board policy.
2. The aggrieved is a Unit Member, a group of Unit Members, or the Association.
3. A class action is a grievance filed in behalf of a group of Unit Members by the Association. The involved Unit Members must be identified.
4. Days shall be counted as actual working days. The number of days in each step shall be considered to be a maximum. Every effort shall be made to complete the process in as little time as possible.
5. Party-In-Interest is person or persons charged by the grievant in the written grievance as the person or persons responsible for the grievance.
6. A formal grievance report shall include the name and assignment of the grievant; ~~the date of filing; a statement describing the alleged grievable act, including the date it occurred or became known to the grievant; and the applicable provisions of the Agreement.~~ It shall also include a request for relief and the signature of the grievant or the grievant's representative.

B. Purpose and General Provisions

1. The purpose of these procedures is to secure, at the lowest possible administrative level, acceptable solutions to grievances. All proceedings shall be confidential.
2. Nothing in this Agreement shall be construed as a limitation on the right of the grievant to discuss the matter informally with the Party-In-Interest or others and having the grievance resolved without following the procedures provided herein

as long as this resolution is not inconsistent with the items specified in the definitions of a grievance stated above.

3. This grievance process shall be followed prior to taking a grievable matter before a court or other government agency.

C. Time Limits

1. If the initial step as provided herein is not initiated within thirty (30) days after the aggrieved knew of the event or condition which brought about such grievance, the grievance shall be considered waived, except that a grievance involving wages and/or economic fringe benefits may be filed within the reasonable time not to exceed one (1) year after the aggrieved knew of the event or condition which brought about such grievance.
2. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be assumed settled on the basis of the disposition at the step. Further action shall be barred.
3. If there is a failure at Step I or Step II of the procedure to communicate the decision in the specified manner within the required time limited to the grievant, unless the grievant approved an extension of time, he/she may proceed to the next step.
4. In case a grievance is filed after May of the school year, the same time limits specified in the various steps should be shortened as much as possible to allow the grievance to be settled by the end of the school year.

D. Procedure

1. A grievant should first discuss the grievance with his/her immediate supervisor in an effort to resolve the problem informally.
2. Step I

If the grievance is not resolved during or as a result of the informal procedure, the aggrieved may file a Written Grievance Report with the immediate supervisor, with a copy to be served on the Party-In-Interest. Within five (5) days of receipt of the grievance, the immediate supervisor shall call a hearing concerning the grievance which will include the grievant and his/her representative(s), if any, and the Party-In-Interest and his/her representative(s), if any, and any other party who may be able to offer information pertaining to the grievance. At this hearing, the facts shall be brought out, and an effort shall be made to adjust the matter to the satisfaction of all concerned. The immediate supervisor shall make a decision and communicate it in writing to the grievant and the Party-In-Interest within three (3) days after completion of the hearing.

3. Step II

If the grievant is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within three (3) days after the presentation of said grievance at Step I, the grievant may, within ten (10) days after the hearing at Step I, refer the grievance, by means of the Written Grievance Report Form, to the Superintendent. Within ten (10) days of the receipt of the grievance, the Superintendent shall conduct a hearing concerning the grievance, which will include the grievant and his/her representative(s), if any, the Party-In-Interest and his/her representative(s), if any, and any other party who may be able to offer information pertaining to the grievance. Within five (5) days after the hearing, the Superintendent shall render a decision, by submitting the completed Written Grievance Report Form to the grievant and the Party-In-Interest.

4. Step III – Board Hearing

- a. If the grievant elects to appeal the Step II decision to the Board, or if no decision has been rendered within five (5) days after the hearing at Step II, the grievant or the Party-In-Interest may, within ten (10) days after the hearing at Step II, refer the grievance by means of the Written Grievance Report Form, to the Board. Within ten (10) days of the receipt of the grievance, the Board shall conduct a hearing concerning the grievance.
- b. The hearing shall include the grievant and his/her representative(s), if any, the Party-In-Interest and his/her representative(s), if any, and any other party who may be able to offer information pertaining to the grievance. Within ten (10) days after the hearing, the Board shall render its decision on the grievance only, with its reasons for such decision, by submitting the completed Written Grievance Report Form to the grievant and the Party-In-Interest. Three (3) members of the Board shall constitute a quorum, and three (3) concurring votes shall be necessary to render a decision.
- c. The failure of the Board to achieve a quorum or to hold a special meeting shall not prejudice the appeal but rather the hearing shall be held at such time as a quorum can be achieved but no later than immediately following the regular or special meeting of the Board next occurring after expiration of the period of time during which the hearing should have been scheduled. The failure of the Board to reach a decision shall be deemed acceptance and approval of the decision of the Superintendent at the Step II level.
- d. Disposition of the grievance at the Step III level shall conclude this grievance procedure. If the grievant remains dissatisfied, he/she shall then be free to pursue other remedies provided by law, including but not limited to contract enforcement via the courts or other appropriate government agency.

5. Miscellaneous Information

- a. A grievance, including a class action, may be filed at Step II if the Party-In-Interest is the Superintendent.
- b. A grievance may be withdrawn by the grievant at any step without prejudice or record.
- c. A grievant shall have the right to advice and representation by the Association, and a Party-In-Interest shall have the right to representation, including legal counsel throughout the grievance process.
- d. Nothing in this procedure shall be interpreted as to deny any individual the right to seek redress by law.
- e. Copies of all written decisions, dealing with a grievance shall be sent to the grievant, and his/her designated representatives. All written reports and records submitted in connection with a grievance shall, prior to final resolution of the grievance, be available for inspection and copy by the grievant or the Party-In-Interest or their respective representatives.
- f. The fact that an employee files a grievance shall not be recorded in his/her personnel file, or in any file used in the transfer, assignment, or promotion process, nor shall such fact be used in any recommendation for another employment; nor shall the grievant be placed in jeopardy or be the subject for reprisal or discrimination for having followed the grievance procedure.
- g. An official file of material pertaining to each grievance shall be established by the Treasurer upon final resolution of the grievance. This file is not to be opened unless: (a) there is mutual consent between the grievant and the Board, or (b) by a court order. After five (5) years, these materials shall be destroyed along with all other materials pertaining to that grievance.
- h. The hearings shall be closed to persons other than the grievant and his/her representative(s), the Party-In-Interest and his/her representative(s), and such other persons who may be necessary for the hearing to be conducted.
- i. Should the investigation and processing of any grievance require that Unit Members be released from regular assignments, they shall suffer no loss of pay or benefits. It is intended that the hearings not be held during school hours.

E. Administrative Appeal Procedure

1. Preamble

An administrative appeal is the procedure by which Unit Members, or the Association on behalf of its members, require consideration by the Administration and ultimately, if desired, by the Board, of a proposed change in any policy, procedure or practice of the District, or can express opposition to a change proposed by a Principal, the Superintendent, or the Board.

2. Preliminary Procedures

An appellant must first discuss the proposed appeal with the person directly in charge of the subject matter in an effort to resolve the matter informally. Matters may be considered and solved in this manner providing the resolution is consistent with the policies and rules of the Board.

3. Step I

If the appeal is not resolved during or as a result of the informal procedure, the appellant may appeal to the Principal. Within ten (10) days of receipt of the appeal, the Principal shall call a meeting which will include the appellant and any other party who may be able to offer information pertaining to the appeal. At this meeting, the facts, positions and opinions shall be brought out and stated, and an effort shall be made to adjust the matter to the satisfaction of all concerned.

The Principal shall dispose of the appeal as promptly as reasonably possible after the completion of the meeting.

4. Step II

If the appellant is not in agreement with the disposition of the appeal in Step I, or if no action has been taken after the presentation of said appeal in Step I, or if the Step I procedure is inapplicable, or if the resolution proposed by the Principal is contrary to Board policies or rules, the appeal may be referred to the Superintendent. ~~Within ten (10) days of the receipt of the appeal, the Superintendent shall call a meeting which shall include the appellant and any other party who may be able to offer information pertaining to the appeal.~~

Within a reasonable time after the hearing, the Superintendent shall dispose of the appeal.

5. Step III

If the appellant is not in agreement with the disposition of the appeal in Step II, or if no action has been taken within a reasonable time after the hearing by the Superintendent, or if the disposition of the Superintendent is contrary to Board policies or rules, the appeal may be referred to the Board. Within twenty (20)

days of the receipt of the appeal, the Board shall conduct a hearing in public or executive session when applicable concerning the appeal which shall include the appellant and any other parties deemed necessary to the hearing. Within a reasonable time immediately after the hearing, the Board shall render its decision on the appeal, along with its reasons for such decisions, by taking such official action at a regular meeting as the Board deemed appropriate. Disposition of the appeal at the Step III level shall exhaust the administrative appeal but the subject matter of the appeal may later be the subject of negotiations between the Association and the Board.

ARTICLE IV – WORKING CONDITIONS

A. Workday

The workday customarily shall not exceed seven (7) hours, thirty (30) minutes, including a duty-free lunch period of no less than thirty (30) minutes. Each Unit Member shall be provided no less than five (5) class periods or two hundred (200) minutes, whichever is longer, preparation time per week during the time students are in attendance, or as otherwise agreed to between the building staff and administrator. The Board shall endeavor to equitably distribute said time over the five (5) day period. In addition to the minimum workday, teachers are expected to devote additional time to participate in professional development, to counsel with parents and students, to participate in curriculum studies, in both reviews and in necessary preparation for subject areas, and to involve themselves in other activities inherent in their professional responsibilities to the school system, pupils, and community. Some inservice activities outside the normal workday are part of each Unit Member's basic responsibilities. The Superintendent will determine when inservice qualifies for pay. Adequate notice of four (4) weeks shall be given for inservice activities scheduled outside the workday. The administration will provide adequate notice for all other staff, grade-level, and department meetings. Exceptions to attendance at these meetings shall be at the discretion of the administration.

B. Work Year

The work year shall not exceed one hundred eighty-five (185) days. Student contact days shall not exceed one hundred eighty (180) days each work year. One (1) non-student contact day shall be the workday before the student year begins; one (1) such day shall be the workday following the student year; and the third day shall be the WOEIA inservice day which may be exchanged for the seven (7) hour inservice requirement as outlined in the Professional Development Handbook. The other two (2) days shall be scheduled immediately before, immediately after or during the student year at the discretion of the Superintendent. New hires may be required to provide the equivalent of four (4) extra days for orientation at no extra pay. One (1) day may be used as the WOEIA exchange day. Subject to advance approval from the Superintendent or designee, Unit Members may be released in part or in whole from the last workday. To be released from the last workday, the given Unit Member must complete year-end responsibilities outside the contract day and have his/her checkout procedures completed.

The administration may develop optional professional development days outside of the regular work year. Unit Member attendance at these professional development days will be voluntary. Unit Members participating on these days shall be compensated at the rate of \$100.00 per day.

The Board shall annually apply to the Ohio Department of Education for at least two (2) half-day waiver days to be used for teacher collaboration. Waiver requests will be submitted between January 1 and June 30 prior to the school year of implementation. A joint committee of the Board and Association shall plan the agenda for these days.

C. Assignments, Transfers and Vacancies

1. Assignments

Each Unit Member shall be assigned to a facility and to a position which in the judgment of the Superintendent are appropriate. A Unit Member's preference as to the facility, grade level to be taught and subject field will be given deference whenever feasible. The parties recognize, however, that the assignment of Unit Members is the sole and statutory prerogative of the Board and not subject to the grievance procedures.

Principals will provide Unit Members with a written notice of tentative grade level assignment or class schedule on or before June 15 with the expressed understanding that the assignment or schedule may be revised. Unit Members shall be advised as soon as reasonably possible when changes become necessary.

2. Transfers

Requests for transfers to a different facility, grade level or subject area shall be made to the Superintendent through the tendering of a Personal Intent Form with the reason(s) for said request stated thereon. The parties recognize that the transfer of Unit Members is the sole and statutory prerogative of the Board and not subject to the grievance procedure. In the event a transfer request is denied and the Unit Member requests the reason for the denial, the Superintendent or his/her designee will provide such.

3. Vacancies

Through April 30 of each school year, vacancies for all unit positions shall be posted for no less than eight consecutive calendar days prior to being permanently filled. Posting between May 1 and June 1 shall run for no less than five consecutive calendar days. Posting shall mean to communicate by email to the "All Users" address. When feasible, vacancies shall be announced at staff meetings and in staff bulletins during the school term. Vacancies arising after June 1 and before the new school year shall be filled without posting, publishing and/or announcing the position. Instead, the Board shall consult the Personal Intent Forms previously executed as an aid to filling the position.

D. School Year Calendar

The Association shall be given the opportunity to provide input as to the next school year's calendar prior to it being finalized.

E. Employee Discipline

Unit Members may be suspended from duty for acts of willful misconduct of a serious nature which do not, in the judgment of the Board, warrant termination of a contract. Such suspension shall be for just cause only and may be challenged through the grievance procedure. Prior to the imposition of any such suspension, the Unit Member will be notified of the conduct for which suspension is being considered and will be given an opportunity for a meeting with the Superintendent to respond to the allegations of misconduct. Both the Unit Member and the Superintendent may be represented at the meeting. Disciplinary suspensions may be without pay and, depending on the relative seriousness of the reason for the suspension, may be for a period of up to ten (10) workdays. The parties agree that the suspension without pay provided in this section shall supersede the provisions of ORC 3319.16 as they relate to disciplinary suspension.

F. Teacher Induction

The Teacher Induction Program shall provide mentoring to experienced as well as Resident Educator Unit Members. Experienced Unit Members, however, shall not be required to participate in this program. The Board shall set compensation for Mentor teachers. The Teacher Induction Program is found in Appendix E of this Agreement.

G. Tenure

1. It shall be the intention of the Board to grant tenure only to a Unit Member who consistently demonstrates overall proficiency in exhibiting the components of professional practice, who shows definite promise of continued professional growth and who meets the following requirements:
 - a. Possess a professional license, professional certificate, or permanent certificate and who, within the last five (5) years, has taught for at least three (3) years in the District, or, has previously attained continuing contract status elsewhere and has completed two (2) years of service in the District with said two-year requirement waivable by the Superintendent.
 - b. Has completed a Master degree.
 - c. Requests consideration for tenure in writing to the Superintendent and supervising administrator by September 30 of the school year in which tenure is to be considered with a supportive statement for the request.
 - d. Files or has on record with the Board by January 15th of the school year in which tenure is to be considered, transcripts showing the hours specified

in items a. and b. and a valid Ohio Certificate or License in the Unit Member's major teaching area.

- e. Submits satisfactorily completed peer, parent and student survey forms to the supervising administrator by January 15th of the school year in which tenure is to be considered. The survey forms shall be mutually agreed upon by the supervising administrator and Unit Member seeking tenure.
 - f. Obtains recommendations by the supervising administrator and the Superintendent. If either administrator considers that the Unit Member does not consistently demonstrate overall proficiency in exhibiting the components of professional practice, is without promise of professional growth or is of questionable conduct, the administrator may withhold a recommendation for tenure.
2. Unit Members who have requested consideration for tenure under paragraph 1(c) may withdraw that request in writing to the Superintendent on or before March 1st of the school year in which tenure is to be considered without prejudice or record.
3. In the event that tenure is not recommended, the Board may:
- a. Elect not to re-employ the Unit Member; or
 - b. Issue a limited contract, not to exceed two years, provided the Superintendent has given written notice to the Unit Member of the intention to make such recommendation to the Board, with reasons, on or before April 30. At the end of such contract, the Unit Member shall either be re-employed under a continuing contract or be terminated.
4. While a Unit Member may be eligible for tenure, such fact alone does not bind or obligate the Board to grant such. The issuance of a continuing contract rests in the sole discretion of the Board which shall grant such upon the recommendation of the Superintendent unless rejected by four members of the Board. Said recommendation shall be acted upon during the first or second Board meeting in April.
-
5. The provisions contained in this section are intended to supersede the tenure eligibility and extended limited contract provisions contained in ORC 3319.08 and 3319.11.
6. Details of the tenure process are outlined in the "Teacher Evaluation and Tenure Handbook."

H. Staffing

1. The Administration needs flexibility in scheduling and assigning Unit Members. English, foreign language, mathematics, science and social studies secondary Unit Members (7-12) normally will not be scheduled for more than five (5) teaching

classes per day and extra scheduling will occur only in isolated incidences. If it is necessary to schedule six (6) teaching classes per day for a Unit Member, this would only occur one (1) time (one (1) year) for this Unit Member during the life of this multiple year contract.

2. The Master Schedule will be developed under the assumption that each of the above content area Unit Member's schedules will have five (5) instructional periods. If the administration determines that there is a need to add an additional section of a course, making a sixth instructional period for a Unit Member necessary, the sixth period will not cause the number of preps to exceed three (3) in any given grading period for that Unit Member.
3. A Unit Member may volunteer to take a schedule with six (6) instructional periods. If a Unit Member volunteers and teaches a sixth instructional period, then the administration cannot assign another sixth instructional period to that Unit Member during the remainder of the contract, except at the Unit Member's discretion.
4. An equitable distribution of students will be taken into consideration for all sections. If two (2) or more sections of a course are offered during the same class period, all reasonable attempts will be made to assign the Unit Member with six (6) instructional periods the smaller class size during that period.
5. If a Unit Member is to be assigned a schedule with six (6) instructional periods the next school year, the principal will consult with the department staff. Any Unit Member assigned a sixth instructional period will be notified by the last teacher contract day of the current school year, except in the event of a late resignation or retirement.

ARTICLE V – EMPLOYEE RIGHTS

A. Individual Contracts

Annually, each affected Unit Member shall be informed in writing from the Board prior to June 1, as to any action on the part of the Board to renew his/her limited contract, or to grant continuing status for the coming year. Contracts shall be issued in accordance with all applicable Ohio law, unless otherwise provided for herein as permitted by ORC 4117.10(A). Salary notices shall be issued on or before July 1.

B. Contract, Renewal/Non-Renewal

Contracts shall be renewed and non-renewed in accordance with applicable Ohio law, and said renewals and non-renewals shall not be subject to this contract's grievance procedure.

C. Contract Termination

Contracts shall be terminated in accordance with applicable Ohio law, and said terminations shall not be subject to the contract grievance procedure.

D. Reduction in Force

When it becomes necessary in the judgment of the Board to reduce the size of the unit for the reasons stated below, the Board shall make such reduction in staff through non-renewal of limited contracts and/or suspension of limited or continuing contracts.

1. The reasons for reduction are:
 - a. Decreased pupil enrollment;
 - b. Return to duty of regular Unit Members after Leave of Absence;
 - c. Suspension of schools or territorial changes affecting the District;
 - d. Decline in course or grade sections and/or changes in curriculum/necessary to maintain programs as set forth in state minimum standards or by the Board;
 - e. Insufficient funds; and
 - f. Other reasons permitted by ORC Section 3319.17.
2. The procedures of reduction are:
 - a. For any Unit Member to be reduced within each teaching field affected preference shall be given to teachers on continuing contracts but shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.
 - b. Any time two or more teachers in a teaching field have comparable evaluations, determinations regarding which contract(s) to suspend shall be made according to seniority as defined below.
3. Seniority as defined herein shall exist only for the purpose of reduction in force procedures, unless otherwise expressly stated. Seniority shall be defined as continuous employment of the Unit Member in the District beginning with the first date the Unit Member reported for duty. Except for Military Leave, all Unpaid Leaves of Absence will not be counted toward seniority but will not be considered breaks in service. All paid leaves shall count toward seniority.
 - a. If two (2) or more Unit Members possess the same seniority, the Board shall determine which employee is reduced or recalled. The determination

will be based upon evaluations while employed in the District, previous teaching experience, college credits, in-service and service to the District.

- b. The Board may deviate from all seniority procedures based on the essential needs of the District with respect to extracurricular and coaching assignments.
4. Each Unit Member, at the time of suspension, and thereafter as circumstances required shall provide to the Treasurer of the Board a current address, the areas in which the Unit Member is certified to teach and any preferred teaching area.
5. Suspended Unit Members may purchase fringe benefits excluding retirement credit, during the two (2) year period not to exceed twenty-four (24) months after the month in which the suspension occurred, provided that said Unit Member remains substantially unemployed during the entire period and that the insurance carrier provides such coverage. Provided further that the Unit Member pays the full cost of the insurance premium monthly, in advance plus an additional two percent (2%) administrative fee.
6. If the Board intends to effectuate a reduction in force, the Superintendent shall notify the Association at least forty-five (45) calendar days before the proposed reduction, if feasible. The notice shall be in writing and include the specific positions affected, the proposed time schedule and the reasons for the action. Upon written request of the Association, its President and the Superintendent shall confer on the reasons for the reduction within fifteen (15) calendar days of the Superintendent's notice. Any Unit Member whose contract is suspended or non-renewed pursuant to this article shall be notified in writing at the earliest practicable time, but at least fourteen (14) calendar days before the effective date. The notice shall include the proposed time schedule and the reason for the proposed action.
7. At the time of the reduction, a list shall be prepared and kept updated first ranking all continuing contract Unit Members in the District by seniority, designating areas of certification and present teaching and building assignment. Thereafter, the list shall include all limited contract Unit Members in the District by seniority designating the same information. The Association and each Unit Member affected shall receive a copy of the list.
8. Supplemental contracts are not subject to this article.
9. The Board will approve resignations at any time from Unit Members under suspended contract.
10. Recall rights of Unit Members shall remain for twenty-four (24) consecutive months after the effective date of the Unit Member's layoff. The right to recall will cease automatically upon the conclusion of the twenty-fourth (24th) month without any notification or action by the Board. The recall period shall begin the

day following the last actual work day of the Unit Member being affected by the reduction. The procedure for recall is as follows:

- a. Continuing contract Unit Members will be recalled in the Unit Member's preferred area of certification and then by other areas of certification. Seniority shall not be the basis for recall except between Unit Members who have comparable evaluations.
 - b. Limited contract Unit Members will be recalled in the preferred area of certification, if possible, and then by other areas of certification, provided they have either taught in that area of certification for at least one (1) semester during the five (5) years preceding the reduction or have completed eight (8) quarter or six (6) semester hours work in the area of certification within the past five (5) years. Seniority shall not be the basis for recall except between Unit Members who have comparable evaluations.
11. Upon being recalled, the Unit Member shall return to that status with the same seniority, accumulation of Sick Leave and salary schedule placement as the Unit Member enjoyed at the time of reduction. However, Unit Members shall receive credit for outside employment and additional training in compliance with any current Board policy regarding acceptance of credit for new employees.
 12. No new Unit Members may be hired by the Board for any position as long as there is an eligible Unit Member on the recall list and licensed in the teaching area of the position.
 13. Notice of recall shall be given in writing and sent by certified mail, return receipt requested, to the last provided address. The Unit Member's address as it appears on the Board's records shall be conclusive. A copy of the notice of recall will be provided to the Association. If a Unit Member fails to respond within ten (10) calendar days after receipt of the recall notice or fails to report to work when requested, the Unit Member's employment with the Board shall be terminated automatically.

E. Evaluation Procedure

The Unit Member evaluation program is a differentiated system that consists of three plans designed to encourage professional growth and to identify professional competencies. This program is designed to:

- Integrate the evaluation and professional development functions.
- Enhance the professional development of both evaluators and evaluatees.
- Use a common professional language that promotes dialogue on teaching and learning.

- Be consistent with, and supportive of, relevant trends in the teaching profession.
- Acknowledge that accomplished practitioners should have the opportunity to assume greater influence over the evaluation process as it relates to their continued professional growth.
- Serve as both a formative and summative process that is respected by both evaluators and evaluatees.

Unit Members who are regular education teachers and special education teachers will participate in Oakwood's Evaluation System based on the *Ohio Teacher Evaluation System* (OTES). Unit Members who are employed as a Library/Media Specialist, School Nurse, School Counselor, School Psychologist, or Therapeutic Specialist will be evaluated according to the Danielson Frameworks for Specialists as articulated in *Enhancing Professional Practice: A Framework for Teaching* (Danielson).

The One Observation Plan includes the following:

1. Unit Members who have been evaluated as Accomplished in their most recent evaluation are eligible for this plan. These Unit Members may choose to have their evaluation conducted under the Two Observation Plan. The Unit Member's decision will be communicated to the Evaluator during the Professional Growth Planning (PGP) Conference.
2. All components of the One Observation Plan will be implemented between September 8 and May 10. The components include: Professional Growth Plan (PGP) Conference, classroom observation, walkthroughs, collection of performance evidence, PGP review conference, final evaluation review, and a project that has been approved by the Supervising Administrator that demonstrates the teacher's continued growth and practice at the Accomplished level. The classroom observation cycle that includes the pre- and post-conferences, walkthroughs and evidence collection must occur between September 8 and May 1. The PGP Review Conference must be completed by January 25. The Summative Review Conference must be completed by May 10.
3. The classroom observation must be conducted by a credentialed OTES evaluator and include a pre-observation and post-observation conference.
4. A Unit Member may request someone other than the Supervising Administrator as his/her evaluator. This request must be made in writing to the Director of Educational Services by September 8. Approval or denial of this request will be communicated in writing to the Unit Member within ten (10) school days. The evaluator must be a credentialed OTES evaluator approved by the district. The evaluator is responsible for all components of the evaluation process.
5. The evaluator must conduct at least two (2) Walkthroughs and provide written feedback to the Unit Member.

6. Prior to the first classroom observation, but no later than October 15, a Professional Growth Plan (PGP) Conference will be conducted between the Unit Member and the Evaluator. The Unit Member may complete, but is not required to complete, the OTES Self-Assessment Summary Tool prior to this PGP Conference. A PGP form must be completed at or after the conference and signed by both the Unit Member and the Evaluator.
7. The PGP includes a student achievement goal and a teacher performance goal. The PGP also includes the types of support, resources, and professional development needed to achieve the stated goals.
8. The pre-conference shall be held at least one (1) school day before the classroom observation.
9. Classroom observations will be a minimum of 30 minutes in length.
10. The post-observation conference shall be held within ten (10) school days after the observation and the Unit Member shall receive the Post-Observation Conference Form, a copy of the Evaluator's annotated rubric within ten (10) school days after the post-observation conference. The scripted notes, created during the observation by the Observer, shall be maintained by the Observer.
11. Any Unit Member may request a second formal observation if more than one-half of the performance indicators are rated below the proficient level after the first classroom observation.
12. A PGP Review Conference must be completed by January 25. At the conference the Unit Member and the Evaluator discuss walkthroughs and other evidence collected since the classroom observations. They also make realignments as appropriate to the PGP or create a Professional Improvement Plan (PIP) if corrective action is necessary. This requires completion of the PIP Notification Form prior to beginning work on the PIP.
13. The Summative Review Conference must be completed by May 10. The Unit Member and the Evaluator: 1) complete and sign the evaluation form for the PGP or the PIP, 2) ~~review and sign the Final Summative Rating of Teacher Effectiveness.~~
14. The Final Summative Rating of Teacher Effectiveness Form will include the number of Leave Days for the school year and may include written comments by either the Evaluator or the Unit Member.
15. The Final Summative Rating Form is filed in the Unit Member's official personnel file at 20 Rubicon Road.

The Two Observation Plan includes the following:

1. Unit Members who are not eligible for the One-Observation Plan nor required to participate in the Three-Observation Plan must participate in this plan.
2. All components of the Two Observation Plan will be implemented between September 8 and May 10. The components include: Professional Growth Plan (PGP) Conference, classroom observations, walkthroughs, collection of performance evidence, PGP review conference, and final evaluation review.

The first observation cycle must occur between September 8 and January 1. The second observation cycle must occur between January 1 and May 1. The PGP Review Conference must be completed by January 25. The Summative Review Conference must be completed by May 10. The classroom observation must be conducted by a credentialed OTES evaluator and include a pre-observation and post-observation conference.

3. A Unit Member may request someone other than the Supervising Administrator as his/her evaluator. This request must be made in writing to the Director of Educational Services by September 8. Approval or denial of this request will be communicated in writing to the Unit Member within ten (10) school days. The evaluator must be a credentialed OTES evaluator approved by the district. The evaluator is responsible for all components of the evaluation process.
4. If the District determines a need, due to Administrator workload, to utilize an Observer credentialed by OTES who may or may not currently be employed by the District, that Observer shall be responsible for exactly one of the classroom observation cycles. In extenuating circumstances, communicated to the Association President, the District may assign an Evaluator credentialed by OTES who may or may not currently be employed by the District to complete the responsibilities beyond one observation cycle.
5. The evaluator must conduct at least two (2) Walkthroughs and provide written feedback to the Unit Member. One Walkthrough must occur between September 8 and January 1 and the other must occur between January 1 and May 1.
6. Prior to the first classroom observation, but no later than October 15, a Professional Growth Plan (PGP) Conference will be conducted between the Unit Member and the Evaluator. The Unit Member may complete, but is not required to complete, the OTES Self-Assessment Summary Tool prior to this PGP Conference. A PGP form must be completed at or after the conference and signed by both the Unit Member and the Evaluator.
7. The PGP includes a student achievement goal and a teacher performance goal. The PGP also includes the types of support, resources, and professional development needed to achieve the stated goals.
8. The pre-conference shall be held at least one (1) school day before the classroom observation.

9. Classroom observations will be a minimum of 30 minutes in length.
10. The post-observation conference shall be held within ten (10) school days after the observation and the Unit Member shall receive the Post-Observation Conference Form, a copy of the Evaluator's annotated rubric within ten (10) school days after the post-observation conference. The scripted notes, created during the observation by the Observer, shall be maintained by the Observer.
11. Any Unit Member may request a third formal observation if more than one-half of the performance indicators are rated below the proficient level on both of the prior classroom observations.
12. A PGP Review Conference must be completed by January 25. At the conference the Unit Member and the Evaluator discuss walkthroughs and other evidence collected since the classroom observations. They also make realignments as appropriate to the PGP or create a Professional Improvement Plan (PIP) if corrective action is necessary. This requires completion of the PIP Notification Form prior to beginning work on the PIP.
13. The Summative Review Conference must be completed by May 10. The Unit Member and the Evaluator: 1) complete and sign the evaluation form for the PGP or the PIP, 2) review and sign the Final Summative Rating of Teacher Effectiveness.
14. The Final Summative Rating of Teacher Effectiveness Form will include the number of Leave Days for the school year and may include written comments by either the Supervising Administrator or the Unit Member.
15. The Final Summative Rating Form is filed in the Unit Member's official personnel file at 20 Rubicon Road.

The Three-Observation Plan includes the following:

1. Unit Members who are on a Professional Improvement Plan (PIP) or who are under consideration for non-renewal are required to participate in the Three-Observation Plan.
2. All components of the Three-Observation Plan will be implemented between September 8 and May 10. The components include: Professional Growth Plan (PGP) Conference, classroom observations, walkthroughs, collection of performance evidence, PGP review conference, and final evaluation review.

When the determination is made to place a Unit Member on the Three-Observation Plan at the beginning of the school year, the first observation cycle

must occur between September 8 and November 15. The second observation cycle must occur between November 15 and February 1. The third observation cycle must occur between February 1 and April. When it becomes necessary during the school year to place a Unit Member on a Three-Observation Plan, the Evaluator will detail the time line for completion.

The PGP Review Conference must be completed by January 25. The Summative Review Conference must be completed by May 10.

3. The classroom observation must be conducted by a credentialed OTES evaluator and include a pre-observation and post-observation conference.
4. A Unit Member may request someone other than the Supervising Administrator as his/her evaluator. This request must be made in writing to the Director of Educational Services by September 8. Approval or denial of this request will be communicated in writing to the Unit Member within ten (10) school days. The evaluator must be a credentialed OTES evaluator approved by the district. The evaluator is responsible for all components of the evaluation process.
5. If the District determines a need, due to Administrator workload, to utilize an Observer credentialed by OTES who may or may not currently be employed by the District, that Observer shall be responsible for only one of the classroom observation cycles. In extenuating circumstances, communicated to the Association President, the District may assign an Evaluator credentialed by OTES who may or may not currently be employed by the District to complete the responsibilities beyond one observation cycle.
6. The evaluator must conduct at least three (3) Walkthroughs and provide written feedback to the Unit Member. One Walkthrough must occur between September 8 and November 15, another must occur between November 15 and February 1, and the third must occur between February 1 and April 15.
7. Prior to the first classroom observation, but no later than October 15, a Professional Growth Plan (PGP) Conference will be conducted between the Unit Member and the Evaluator. The Unit Member may complete, but is not required to complete, the OTES Self-Assessment Summary Tool prior to this PGP Conference. A PGP form must be completed at or after the conference and signed by both the Unit Member and the Evaluator.
8. The PGP includes a student achievement goal and a teacher performance goal. The PGP also includes the types of support, resources, and professional development needed to achieve the stated goals.
9. The pre-conference shall be held at least one (1) school day before the classroom observation.
10. Classroom observations will be a minimum of 30 minutes in length.

11. The post-observation conference shall be held within ten (10) school days after the observation and the Unit Member shall receive the Post-Observation Conference Form, a copy of the Evaluator's annotated rubric within ten (10) school days after the post-observation conference. The scripted notes, created during the observation by the Observer, shall be maintained by the Observer.
12. A PGP or PIP Review Conference must be completed by January 25. At the conference the Unit Member and the Evaluator discuss walkthroughs and other evidence collected since the classroom observations. They also make realignments as appropriate to the PGP, or PIP, or create a Professional Improvement Plan (PIP) if corrective action is necessary. This requires completion of the PIP Notification Form prior to beginning work on the PIP.
13. The Summative Review Conference must be completed by May 10. The Unit Member and the Evaluator: 1) complete and sign the evaluation form for the PGP or the PIP, 2) review and sign the Final Summative Rating of Teacher Effectiveness.
14. The Final Summative Rating of Teacher Effectiveness Form will include the number of Leave Days for the school year and may include written comments by either the Supervising Administrator or the Unit Member.
15. The Final Summative Rating Form is filed in the Unit Member's official personnel file at 20 Rubicon Road.

Forms to structure the Observation Plans are based on those found in the Ohio Teacher Evaluation System (OTES) Training Workbook and have been modified in some cases by members of the district's Teacher Evaluation Committee. Forms can be found in Appendix F.

Teacher Testing: Effective with the 2015-2016 school year, the Board shall require each classroom teacher who is currently teaching in a core subject area and has received a rating of "ineffective" on the evaluations conducted for two of the three most recent school years to register for and take all written examinations of content knowledge selected by the Ohio Department of Education as appropriate to determine expertise to teach that core subject area and the grade level to which the teacher is assigned.

ORC 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226, 3319.26, 3319.58, 3333.0411, AC 3301-35-03 (A).

F. Personnel File

Any Unit Member may inspect the contents of his/her personnel file upon request during regular Board office hours with prior notice to the Superintendent and provided the Superintendent or his/her designee is available at time of inspection. A Unit Member shall, upon request, be allowed to attach his/her statement/response to any material within his/her personnel file. No material shall be added to nor removed from a Unit Member's personnel file without the Unit Member first being informed of the action. A Unit

Member shall, upon request, be provided a copy of any material in or intended to be placed in his/her personnel file. The Unit Member's entire personnel file shall be kept in one place, in one folder, with the location of the same made known to the Unit Member. Anecdotal files kept by and for the exclusive use of a given administrator are allowed under this provision, and are not subject to the provisions herein above.

G. Complaints Against Unit Members

The Board will endeavor to adhere to the present Board Policy 9130, "Public Complaints" and will not change said policy without consultation with the Association.

H. Part Time Unit Member Contracts

Unless notified of the District's intent to non-renew for performance and/or reduction in force, Unit Members employed on a less than 1.0 FTE contract will be renewed at .1 FTE for the next contract year during a May Board meeting. Adjustments to the FTE will be completed by July 10. If the Board has not informed the Unit Member of its action to adjust the FTE by July 10, the Unit Member may resign after July 10 without penalty. It is expressly understood that the offering of a part-time teaching position for one (1) academic year does not obligate the District to the same FTE for any succeeding year. Employment under a part-time contract does not negate the Unit Member's right to request a continuing contract.

Part time Unit Members are encouraged to attend a full day on all contractual professional development days. For any portion of these days that would not ordinarily be contractual time, the Unit Member will be paid his/her contractual daily/hourly rate. After attendance at each professional development day, the Unit Member will submit documentation of the time in attendance to the Educational Services office for payment.

ARTICLE VI – ABSENCE FROM DUTIES

A. Communication of Absences

1. Unit Members, with the exception of those who regularly call at different schools and at the homes of pupils, must not leave the school at any time during the school day without first notifying the Principal or designee.
2. Unit Members shall have a minimum of thirty (30) minutes lunch period during which time they shall not be required to perform any school activities. It will not be necessary to notify the Principal of absence during this time.
3. Arrangements for professional absence are made with the consent and at the discretion of the Principal. Prior approval must be given by the Superintendent.
4. Unit Members must notify their Principal or designee of their temporary absence from school and enter this information in the electronic leave system. Such notice must be given the preceding day, if possible, or by 7:30 a.m. on the day of the absence in case of emergencies.

5. Unit Members shall, when possible, notify their Principal or designee of their intention to return to duty not later than 3:00 p.m. of the day before the date of return.
6. In case of absence, the Unit Member shall provide lesson plans, class rolls and other such material as will guide the substitute in carrying on each program.
7. If any subsequent provision in this Article establishes different requirements than those set forth above, the more restrictive requirement shall prevail.
8. Falsification of the purpose for seeking any absence from duty under this article shall constitute grounds for disapproving the absence and shall constitute a basis for disciplinary action.
9. During extended leaves of absence (longer than five (5) consecutive school days) from their regular assignment, Unit Members will also be absent from their supplemental duties. The supplemental contract will be amended by the applicable percentage, in accordance with the period of the absence.

B. Sick Leave

The term "Sick Leave" is construed to mean the Leave of Absence granted to regular Unit Members whenever such absence is the result of personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death of a "qualifying family member".

1. Unit Members employed full-time, five (5) days a week, shall be entitled to fifteen (15) days of Sick Leave per school year at the rate of one and one-quarter (1-1/4) days per month. Unit Members regularly employed, but for less than full-time shall earn Sick Leave based at the rate of one and one-quarter (1-1/4) days per month pro-rated on a ratio of time contracted. Unit Members reassigned from part-time to full-time employment shall be vested with the pro-rated Sick Leave credit.
2. Sick Leave not used in any school year shall be accumulated from year to year. ~~The maximum accumulation shall be unlimited.~~
3. Absence on Saturday, Sunday, holidays or any non-work day shall not be charged against Sick Leave.
4. The Board interprets "qualifying family members" to include those listed below:

"Qualifying family members" include: spouse, children, parents, grandparents, grandchildren, brothers, sisters, sons-in-law, daughters-in-law, uncles, aunts, nieces, or nephews of the employee or employee's spouse, and others permanently residing in the employee's home.

5. Unit Members transferring from a proper Ohio public agency to the Oakwood School District shall be credited with the Sick Leave they have accumulated while in the service of that public agency.
6.
 - a. New Unit Members who have not accumulated Sick Leave or present Unit Members who have exhausted their Sick Leave shall be granted, at the beginning of the school year, an advance of five (5) days Sick Leave. This advance of days may be used at any time during the school year.
 - b. If the Unit Member should subsequently resign, be placed on Leave of Absence or become deceased before the advancement of used Sick Leave has been earned, such unearned leave may be deducted from the adjusted final pay or claim shall be made to the estate of the deceased Unit Member.
7. Each Unit Member shall furnish a written, signed statement on the form prescribed by the Board to justify the use of Sick Leave. If medical attention is required, the Unit Member's statement shall list the name, address and telephone number of the attending physician and the dates when the physician was consulted. Falsification of this statement shall constitute grounds for termination pursuant to law.
8. After Sick Leave has been taken for ten (10) consecutive workdays, the Board may request an additional statement by the Unit Member and by the attending physician of the Unit Member or of the family member justifying the continuation of the leave in accordance with applicable provisions of the bargaining Agreement and policies.

C. Personal Leave

1. Unit Members shall be granted three (3) days annually for personal business or emergencies. These days shall be non-cumulative, with pay. Notice shall be given, in writing, to the supervising administrator at least twenty-four hours prior to the date upon which leave is to begin. Such leave is intended for business which cannot be transacted except during school hours.
2. The reasons for using Personal Leave cannot be of minor importance or mere convenience, but must be of a serious nature. Personal Leave may only be used as an extension of Sick Leave with approval of the Superintendent. Advanced written notice is not required in emergency situations. Upon the employee's return from Emergency Leave, he/she shall state, in writing, the nature of the emergency and the number of days involved.
3. Personal Leave may not be taken during the first or last day of school nor immediately before or after a holiday break except with the prior written approval of the Superintendent. Such approval shall be at the sole discretion of the Superintendent. Prior written approval of the Superintendent is not required in emergency situations. Upon the employee's return from Emergency Leave,

he/she shall state, in writing, the nature of the emergency and the number of days involved.

4. The Board shall credit to each Unit Member's accrued Sick Leave any Personal Leave days not used during the school year on a one-to-one basis. This shall occur upon the conclusion of the school year or upon the retirement of the Unit Member, whichever first occurs.
5. The use of what has become known as "dock days" is discouraged except for extenuating circumstances approved in advance by the Superintendent.

D. Adoption Leave

1. Unit Members shall be permitted to convert accrued sick leave to adoption leave to arrange and complete a child adoption process. Documentation of the expected number of days required to finalize the adoption process, not to exceed a maximum of twenty-five (25) days as authorized by the attorneys, court, or adoption agency, must be presented to the Superintendent prior to commencement of the leave.
2. Time needed to bond with the child would be considered as Family Medical Leave and/or an Unpaid Leave of Absence.

E. Funeral Leave

Unit Members shall be allowed a maximum of three (3) days, if needed, for the funeral of, the funeral arrangement for, and the travel to and from the funeral of any "qualifying family member."

1. The Board interprets "qualifying family member" for Funeral Leave to include: spouse, children, parents, grandparents, grandchildren, brothers, sisters, sons-in-law, daughters-in-law, uncles, aunts, nieces, or nephews of the employee or employee's spouse, and others permanently residing in the employee's home.
2. Absence may be authorized by the Superintendent for the funeral of persons not listed above, but will be converted from sick leave.
3. The Funeral Leave provided in this section shall be in addition to the Sick Leave provisions.
4. This provision should not be interpreted as an automatic granting of a three- (3) day leave solely because of the death of any "qualifying family member." It should be used only when it is absolutely necessary to be absent from school because of the funeral, funeral arrangements, or travel to and from the funeral. Consequently, funerals during vacation periods, holidays, and weekends would not qualify under this provision.

F. Assault Leave

A Unit Member who must be absent due to physical disability resulting from an unprovoked assault on such Unit Member which occurs in the course of Board employment, on school grounds, during school hours or where required to be in attendance at a school-sponsored function shall be eligible for Assault Leave up to sixty (60) days.

A Unit Member who is granted Assault Leave will be paid his/her full scheduled compensation for the period of such absence up to a maximum of sixty (60) days.

G. Unpaid Leaves of Absence

Leaves of Absence may be granted at the discretion of the Board, upon the recommendation of the Superintendent, and only as provided herein and within the provisions of the ORC governing such leaves. Such leaves are without pay or benefits, except as otherwise noted.

1. Unpaid Leaves of Absence may be granted for the purpose of obtaining additional education, for extended educational travel, or other reasons acceptable to the Board.
2. Application for an Unpaid Leave of Absence or an extension thereof must be made in writing to the Superintendent stating the purpose, the period of the leave or extension, and must be accompanied by certain specified, supporting statements concerning the need or desirability of said leave or extension.
3. Except where extenuating circumstances negate the basic need for the leave request, a request for Child Care Leave will be granted so long as the Unit Member has three (3) years continuous employment in the school system. Unit Members with less than three (3) years continuous employment in the school system may be granted Child Care Leave at the discretion of the Superintendent.
4. Scheduled increments, accumulation of additional Sick Leave, adjustments in salary, and retirement credit are not allowed during Leaves of Absence.
5. Unit Members who are on an Unpaid Leave must notify the Superintendent of their intent to return to work or request to extend their leave into a second academic school year prior to April 1.
6. If a Unit Member on Leave of Absence desires to be reinstated earlier than the originally designated return date or desires to extend said leave, a written request must be made to the Superintendent at least sixty (60) calendar days in advance of the event or such lesser period as is reasonable under the circumstances.
 - a. The right of reinstatement to duty shall be guaranteed only at the originally designated date of return.

- b. Reassignment of the Unit Member to duty following a Leave of Absence shall be upon termination of the leave. The specific position to which the Unit Member will be assigned shall be determined by the Superintendent.
7. Any substantial alteration of approved plans or purposes of the leave by the Unit Member, without the approval of the Board, may be considered as a termination of the contract of the Unit Member. Rights of the Unit Member under Ohio law shall prevail.
8. Upon return to service, the Unit Member will resume the contract status which he/she held prior to the Leave of Absence.

H. Court/Agency Duty

In the case of absence from duty in response to a subpoena issued by any competent federal or state agency, no deduction shall be made from the Unit Member's salary provided the Unit Member being subpoenaed is not the plaintiff, defendant, or real party in interest.

1. The term "subpoena" shall be construed to include any actual court or agency order to appear in court or before the agency for purposes of: cases in court, administrative hearing, physical examination, witness and jury duty.
2. Any Unit Member who is a plaintiff, defendant or real party in interest may utilize Personal Leave until he/she has exhausted his/her annual entitlement, and/or in the alternative shall be granted unpaid court/agency leave for the purpose of attending the court/agency proceedings.

I. Military Leave

Any certificated Unit Member may be granted a Leave of Absence to be included or otherwise enter military duty and may return to work in the District in accordance with provisions of law.

1. Requests for Military Leave should be made as far in advance as possible in order that competent replacement may be obtained.
2. Written application for reinstatement from Military Leave shall be made by the Unit Member as soon as possible after discharge or release from the military service for which leave was granted but in no event later than the time prescribed by law.
3. Upon evidence of honorable separation from military service and upon written application for reinstatement to duty, a Unit Member shall be reinstated from leave at the beginning of the next school semester if such application is made not less than thirty (30) days prior to the first day of such next school semester; otherwise, at the beginning of the next school year. If the best interest of the

school District warrants, the Board may reinstate the Unit Member from leave at an earlier date as requested by the Unit Member.

J. Voluntary Medical Leave

Upon request, any certificated Unit Member who is unable to perform satisfactorily the duties of his/her position because of personal illness or other disability shall be granted a Leave of Absence without pay for up to two (2) consecutive school years.

1. The application for such Leave of Absence or its renewal must be accompanied by a statement from the attending physician stating the nature of the illness or disability and definitely recommending that the Unit Member be placed on Medical Leave of Absence for a fixed period. The Board, at its expense, may seek verification of the recommendation by requiring the Unit Member to undergo any necessary examination in order to verify that the Unit Member is unable to perform the customary duties and responsibilities of his/her position and that the leave and its duration are necessary. In the event of inconsistent opinions, a third physician shall examine the Unit Member in order to resolve the conflict of opinions.
2. Application for reinstatement must be made at least sixty (60) days or such lesser period as is reasonable in the circumstances, before the expiration of a Leave of Absence for a personal illness or other disability. The Unit Member must submit a written statement from the attending physician certifying that the Unit Member has been examined and that he/she is or will be able to resume duties when the Leave of Absence expires. Upon return the Unit Member shall resume the contract status held prior to such leave.
3. Termination of a Leave of Absence before its expiration date, if requested in writing by the Unit Member and accompanied by a statement from the attending physician recommending return to duty, shall be accepted at the discretion of the Superintendent and in accord with the needs and interest of the school.

K. Involuntary Medical Leave

If any Unit Member is unable to perform satisfactorily the duties of his/her position because of personal illness or other disability, the Superintendent may recommend, without the request of the Unit Member, an Involuntary Leave of Absence for part of the school year or the remainder of the school year, and the Board may grant such leave in accordance with the provision of the law. The Unit Member may request a hearing on such leave in accordance with the law. Such leave may become effective at the expiration of any Sick Leave the Unit Member has accumulated.

L. Sabbatical Leave

Sabbatical Leave is intended to provide individual Unit Members opportunities to extend their professional competence and effectiveness. Such leave may be granted for study,

intellectual renewal, or scholarly research. The conditions for which Sabbatical Leave will be considered are:

1. The Unit Member should be employed by the Oakwood Schools for five (5) or more years.
 2. Sabbatical Leave will be granted for no more than one (1) school year.
 3. The Unit Member shall not be granted pay during the Sabbatical Leave. The Unit Member shall be granted benefits including health care, dental, drug and life insurance during the leave, if available from the carrier.
 4. The Unit Member shall not be granted an experience year of advancement for the year of the Sabbatical Leave.
 5. The leave must be deemed educational and, as such, would be pursued at a university or other credit-granting institution. Exceptions to this condition may be granted depending upon the subject area taught and the nature of the request.
 6. The Unit Member must be willing to enter into a written agreement promising to return to the District for at least one (1) year at the termination of the leave, and if he/she fails to do so, the Board shall be entitled to recover the costs of health benefits and the retirement costs, if any, incurred by the Board for the Unit Member during the sabbatical. This provision shall not apply when, for health reasons or other circumstances beyond his/her control, the Unit Member is incapable of further service. In such case, the Unit Member shall submit to the Superintendent a written statement from the attending physician.
 7. The Unit Member shall be granted the same or similar position within the District at the end of the leave.
 8. A Unit Member may purchase retirement credit by contacting the State Teachers Retirement System. The cost to the Unit Member shall be his/her STRS share of the salary which the Unit Member would have earned during the leave year, and the Board shall pay its STRS share of that salary.
-
9. Each Sabbatical Leave is subject to the approval of the Superintendent and the Board of Education.
 10. Application for Leave
 - a. Application for leave must be tendered to the Superintendent in writing no later than March 1 of the school year preceeding the requested leave year.
 - b. The application should indicate:
 - (1) The anticipated educational benefit of the Sabbatical Leave to the Unit Member.

(2) The place of matriculation and projected course work, or specified plans, to be pursued during the Sabbatical Leave.

(3) The understanding and acceptance of the conditions for such leave.

c. Notification of acceptance or rejection by the Superintendent and the Board shall be made by June 15.

11. Upon return to duty, the Unit Member may be required to provide evidence that the plan was followed.

12. All restrictions on leaves for professional improvement within the ORC shall remain applicable.

M. Family and Medical Leave Act

1. Unit Members who have been employed by the Board for at least twelve months and who have completed 1,250 hours of service during the immediately preceding twelve-month period are eligible for leave under the Family and Medical Leave Act of 1993 (FMLA) in accordance with its provisions. FMLA leave shall run concurrently with other designated time off benefits of this Agreement. The Board may require all certificates which it is permitted to require under the FMLA. The Board shall utilize a rolling twelve-month period to determine eligibility. The Board's written FMLA policy explaining the rights and obligations of the Unit Members and the Board will be made available to Unit Members upon request.

2. Special provisions under FMLA exist for the instructional employees with regard to intermittent leave, reduced leave schedules and leaves near the end of the school year. Except as has been modified herein, and, then, to the extent the FMLA allows, the Board reserves the right to exercise all of its options under the special provisions of the FMLA.

N. Sick Leave Bank

1. PURPOSE

The purpose of the Sick Leave Bank is to provide additional days of sick leave to employees who experience personal or immediate family member accidental injury, surgery, serious illness or complications arising from pregnancy or childbirth and have used all personal sick leave days as well as available sick leave day advances. These circumstances shall be of a prolonged nature.

2. PROVISIONS OF ELIGIBILITY

a. All Oakwood City School District employees shall be eligible to be members of the sick leave bank.

- b. After the start of each school year, all new employees will receive an intent form from the administration for the purpose of enrolling in the Sick Leave Bank. In addition, an open enrollment period will be made available to employees who are not members of the Sick Leave Bank. The open enrollment period will be November 1 to December 1. Initial membership will consist of one (1) non-refundable sick leave day to be designated by the employee to the Sick Leave Bank on such form between November 1 and December 1. At such time that the administration has received the employee's intent, it will be recorded and submitted to the Treasurer's Office. Each employee will receive a notice of receipt indicating his/her participation in the program. The donated sick leave day will be deducted the last pay of January.
- c. Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.
- d. If fifty (50) participants are not enrolled by the initial enrollment deadline of December 1, the bank will not be established for that school year.

3. GENERAL PROCEDURES

- a. Days contributed to Sick Leave Bank are non-refundable.
- b. The donation of sick leave shall not reflect upon the donor's attendance record.
- c. Sick leave bank allotments will be limited to participating employees for use only in cases of personal or immediate family member accidental injury, surgery, serious illness, or complications arising from pregnancy or childbirth as determined by the Sick Leave Bank Committee.
- d. Applications for allotments from the Sick Leave Bank must be made on the Application for Sick Leave Bank Form. A physician's statement form is required with each application in order to be considered for a loan.
- e. An allotment will be considered only after the employee has used all of his/her accumulated sick leave days, has used all possible advances of sick leave days and is not eligible for disability leave under the Ohio State Teacher Retirement System (STRS) or School Employees Retirement System of Ohio (SERS).

4. SICK LEAVE BANK COMMITTEE

- a. The Sick Leave Bank is to be regulated by a Committee consisting of three (3) teacher members to be selected by OTA, one of whom will be

co-chairperson and one (1) administrator selected by the Superintendent, who will be co-chairperson and one (1) classified employee selected by classified employees. Service on this committee is voluntary and without remuneration. The Sick Leave Bank Committee may ask an independent physician to volunteer as an advisor to the Sick Leave Bank Committee.

- b. The Sick Leave Bank Committee shall review and approve or deny all applications to the Sick Leave Bank. The Sick Leave Bank Committee shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.
- c. The Sick Leave Bank Committee shall be responsible for reporting data concerning the Sick Leave Bank to the District's Treasurer.
- d. Decisions of the Sick Leave Bank Committee are final.
- e. The Sick Leave Bank Committee shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the OTA President and Superintendent.

5. SICK LEAVE BANK PROCEDURES

- a. Days allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.
- b. Allotments from the Sick Leave Bank shall commence on the first day of absence for which a member has no accumulated sick days; or advanced days, and shall be renewed, upon request from the member and approval of the Sick Leave Bank Committee.
- c. Allotments from the Sick Leave Bank will be made only for absences under a member's normal contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.
- d. Days may not be received from the Sick Leave Bank for absences due to disabilities, which qualify the member for Workman's Compensations personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.
- e. A member may receive a maximum of thirty (30) days per contract year.

6. POLICY PROCEDURES

- a. In consideration of the benefits of participating in the Sick Leave Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows:

"I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be the sole discretion of the Sick Leave Bank Committee. All decisions of the Sick Leave Bank Committee will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Oakwood City School District, the Oakwood Teachers Association, the Sick Leave Bank Committee, and all other agents for any loss they may sustain as a result of any claim or legal proceeding I may bring against any of them with respect to a decision made by any of them concerning this application."
- b. Application for the Sick Leave Bank days must be made to the Sick Leave Bank Committee Chairperson.
- c. The Sick Leave Bank Committee shall meet and render a written decision within ten (10) work days of receipt of request.
- d. Unused requested days shall be returned to the Sick Leave Bank.
- e. The Sick Leave Bank will begin with one (1) day from each contributing Unit Member. When the fund is depleted below fifty (50) days, each participant will be assessed one (1) additional day. The Sick Leave Bank Committee shall be responsible for notifying employees of each assessment period.
- f. Extension of additional days may be applied for in the same manner as original application up to the thirty (30) days per contract year maximum.
- g. When an employee donates days to the Bank, he/she agrees to the above stated rules for administration of the Bank and agrees to abide by the stated rules.
- h. ~~All decisions of the Sick Leave Bank Committee shall be final and binding, and not subject to the grievance provisions of the existing collective bargaining agreement between the Association and the Board.~~

ARTICLE VII – COMPENSATION AND BENEFITS

A. Base Salary

1. New Unit Members Employed Beginning With The 2013-2014 School Year
 - a. The base salary (BA, 0 years), as applied to the salary schedule shall be \$45,000 effective July 1, 2013.

- b. For Unit Members who begin teaching in Oakwood Schools with the 2013-2014 school year, starting salaries shall be set in accordance with the new Unit Member's actual experience up to a maximum of ten (10) years and other relevant factors, including training record. Administration shall make the salary range placement and inform the OTA President of the factors considered as part of this decision. Initial compensation decisions by the Superintendent and Board are final and not subject to the Grievance Procedure.
- c. The Salary Range Placement Chart for Unit Members new to the Oakwood Schools is found in Appendix D.
- d. Any Unit Member erroneously placed at a higher salary other than warranted by his/her actual experience, training record, or other relevant factors shall be paid at this level until the error is rectified, and the Board will not seek recovery.

2. Current Unit Members

- a. All current, full-time equivalent teachers, including those designated as Resident Educators by the State of Ohio, shall be compensated at a minimum of \$45,000 effective July 1, 2013.
- b. The base salary of current Unit Members is defined as the salary earned in the previous school year.
- c. Base salary does not include one-time payments (Fixed Annual Incentives) as defined in Appendix I or compensation for supplemental contracts.
- d. Any Unit Member erroneously placed at a higher salary other than warranted by his/her performance evaluation, Master attainment, and/or critical self-reflection shall be paid at this level until the error is rectified, and the Board will not seek recovery.

B. Base Salary Advancement

This compensation is cumulative.

1. Performance Evaluation for Compensation

The components include: 1) the OTEs rubric rating, 2) the evaluator's assessment of the teacher's Professional Growth Plan, and 3) the Unit Member's assessment of his/her Professional Growth Plan. These components are rated according to an agreed upon scale with the cumulative score determining the percentage of increase. See Appendix I for the forms and the compensation matrix.

2. Critical Self-Reflection

This is a self-study conducted by the Unit Member in order to enhance his/her technical practice for the purpose of increasing student achievement. Unit members have two options for completing a Critical Self-Reflection:

- a. the Oakwood City School District Framework as presented in Appendix I.
 - b. a stand-alone option, one in which a separate institution determines the framework, deadlines, etc., as presented in Appendix I
3. Master or Doctorate Degree Attainment
- a. An official certified transcript shall be presented as evidence of satisfactory work promptly upon completion of a Master or Doctorate degree. If the Master or Doctorate degree is earned prior to September 15, the degree shall be evaluated for salary purposes effective the first day of the current school year. An official certified transcript must be presented by November 1 if such credit is to be applied beginning with the first work day of that school year.
 - b. A Master or Doctorate degree earned after September 15 but before January 15 of the current school year shall be considered for salary purposes effective January 1 of the current school year. An official certified transcript must be presented by March 1 if such credit is to be prorated and applied beginning with January 1 of that school year.
 - c. The Superintendent shall allow for late presentations provided that lateness is due to circumstances beyond the control of the Unit Member.

See Appendix I for the rate of compensation.

C. Fixed Annual Incentive

This possible compensation is a one-time annual payment and is noncumulative. It is based upon the collective efforts of all district employees that result in high levels of student achievement. See Appendix I.

D. Supplemental Compensation

1. Supplemental Assignments and Salary Schedule

- a. The Supplemental Assignments and Salary Schedule shall appear as Appendices A & B.
- b. When the need for new positions on Supplemental Assignments arises, the administrative staff shall consult with the Unit Members in the area involved to determine responsibilities and time involved in the position. After such consultation, the Superintendent shall place the position within the appropriate level.

- c. Unit Members transferring to the District shall not be credited with supplemental experience held in other school Districts. Unit Members changing duty positions, but remaining within the same area, shall not lose experience credit except when transferring to a head coach's position.
- d. The Board has the right to change job descriptions, fill or not fill positions, remove positions, add positions, and/or move positions from one level to another, all subject to outstanding contract right of incumbents, but not a subject to appeal per the grievance procedure herein.
- e. Changes to Supplemental Assignments (Appendix A) may be proposed to the Superintendent by Unit Members, administrators and the Association for periodic review.
- f. The Superintendent will announce to the Labor Management Committee all proposed changes prior to implementation to allow ample time for Unit Member input. Once changes have been finalized by the Superintendent they will be reported to the Labor Management Committee and updated copies of Appendix A will be distributed to all Unit Members.

2. Other Compensation Schedule (Appendix C)

Appendix C outlines area of additional supplemental compensation that are subject to negotiation with the Association.

E. STRS Pick-up

The STRS Pick-Up program that provides a tax deferral of Unit Member contributions to STRS shall remain in effect for the duration of this Agreement, or until the parties to this Agreement mutually change the program. The maximum Unit Member contribution under this program in any given school year shall be the applicable percentage reflected in ORC 3307.26.

F. Full-/Part-Time Work

- 1. Unit Members working six (6) hours or more per day (student contact time) (thirty (30) hours or more per week) shall be entitled to full pay and benefits in accordance with the regular salary schedule. Unit Members working less than this shall receive pro-rata pay based on a six (6) hour workday, but shall otherwise receive the full benefits of this Agreement.
- 2. It will be the responsibility of each Unit Member to limit the amount of income sheltered from Federal, State and Local taxation to no more than the maximum authorized by law. Such member will hold the Board harmless for any loss, costs, damages, or penalties which may result the Board's compliance with this Section.

G. Severance Pay

1. Unit Members retiring from the District shall be eligible for severance pay, effective the last day of employment, providing eligibility requirements are met, as follows:
2. Payment shall be made in one lump sum within eight (8) months after the last day of employment unless the Unit Member is participating in the 403(b) Special Pay Plan. Retiring Unit Member shall designate on application within which month payment is desired. In no case will severance pay be made while the Unit Member is still receiving regular paychecks.
3. The formula for payment shall be twenty-five percent (25%) of accrued Sick Leave days up through one hundred fifty (150) days; fifteen percent (15%) of additional accrued Sick Leave days up through three hundred forty (340) days; plus thirty-five percent (35%) of all additional accrued Sick Leave days. Such payment shall be calculated by multiplying the base daily rate, excluding supplemental pay, of the Unit Member's pay at retirement by the total number of days or fractional parts thereof as determined by the formula. Payment for Sick Leave on this basis shall be considered to eliminate all Sick Leave credit accrued by the Unit Member at that time.
4. If a Unit Member eligible for retirement and with five (5) years of service in this District is deceased before such retirement, severance pay will be made as though he/she retired, in accordance with the above formula. An application will be forwarded by the Treasurer to the estate of the deceased.

H. Retirement Incentive

Retiring Unit Member satisfying STRS requirements with at least the last five (5) years of consecutive employment with the Board and who have less than thirty-one (31) years STRS retirement credit may qualify, as an incentive, for additional severance pay upon the occurrence of one (1) of the following events:

1. Retirement Credit Based:

- A. The first time the Unit Member achieves five (5) years of retirement credit and is at least sixty (60) years of age.
- B. The first time the Unit Member achieves twenty-five (25) years of retirement credit and is at least fifty-five (55) years and has not yet reached his/her 60th birthday.
- C. The first time the Unit Member achieves thirty (30) years of retirement credit at any age.

2. Age Based:

- D. The first time the Unit Member achieves fifty-five (55) years of age, and has completed at least twenty-five (25) years but less than thirty (30) years of retirement credit.
- E. The first time the Unit Member achieves sixty (60) years of age, and has completed at least five (5) years but less than twenty-five (25) years of retirement credit.

A year is defined for this article as July 1st to June 30th.

If a Unit Member declines retirement under sections A, B, D, or E, but achieves C (thirty (30) years of retirement credit at any age) then he/she would be eligible for the incentive that year.

If a Unit Member achieves thirty (30) years of retirement credit during the term of this Agreement but declines retirement at that time, the Unit Member shall be foreclosed from any other additional severance pay incentive that may be available in accordance with this Article. The additional severance pay shall be equal to one-half of the Unit Members normal severance pay or \$8,000.00, whichever is more.

The Unit Member must formally submit notice of retirement/resignation in writing not later than March 1 of the year of retirement and must then retire by no later than June 30 of that school year. For retirement dates during the academic year, Unit Members must notify the Board of their intent to retire at least sixty (60) days prior to the retirement date. These provisions do not take away from a Unit Member's eligibility for normal severance pay.

I. Mileage Reimbursement

Unit Members, who by the nature of their service to the Board, are required to use their private automobiles as a part of this work, shall be reimbursed in a timely manner at the rate allowed by IRS per mile for each mile, or fraction thereof, so driven.

J. Insurance Benefits

1. A group health UHC point of service program will be made available to each Unit Member. This plan will be described in summary and detail which the Board shall provide to each Unit Member each October for all current Unit Members and within ten (10) work days of a new Unit Member's first day of work or as soon as is reasonably possible. Insurance plan specifications and applicable premium payments are incorporated in Appendix J.

- a. The Board shall contribute 85% of the premium for health insurance and the Unit Member shall contribute 15% of the premium for health insurance. If health insurance premium rates increase by 12% or less,

these contribution percentages shall remain the same as the previous year. If the rates increase by more than 12% annually, the parties agree to meet and determine methods to address the increase over 12% by implementing one or more of the following:

- (1) Change of benefit levels or co-pays
 - (2) Carrier changes
 - (3) Increase the percentage of the premium paid by the Unit Member
 - (4) Any other viable cost reduction method
2. A group dental plan will be made available for Unit Members. Ninety percent (90%) shall be paid by the Board. The plan specifications are incorporated in a Memorandum of Understanding included in this Agreement.
 3. A group income protection plan is available. The premium must be paid by the Unit Member, but payroll deductions may be made. Registration is open at times determined by the contract company.
 4. The Board shall provide Term Life Insurance in the amount of twenty-five thousand dollars (\$25,000) to each full-time and part-time Unit Member; the premium to be paid by the Board. The Board shall have ongoing choice of insurance carrier.
 5. Ohio school employees, including Unit Members, are covered by Ohio Workers' Compensation laws. Unit Members are insured at school or away from school when engaged in bona fide work for the Board. They may be compensated for medical bills and loss of salary resulting from injury, provided they file a claim with the Treasurer as soon as possible.
 6. Liability insurance coverage will be provided by the Board at no cost to the Unit Member in accordance with applicable Ohio law.
 7. Unit Members working less than six (6) hours (student contact time) per day, or its equivalent shall have the Board's group health and dental care costs for their coverage(s) pro-rated as follows:
 - a. 5 to 5.9 hours - .9 of full-time employee Board costs
 - b. 4 to 4.9 hours - .75 of full-time employee Board costs
 - c. 3 to 3.9 hours - .6 of full-time employee Board costs
 - d. 1.5 to 2.9 hours - .4 of full-time employee Board costs
 8. The Board may select any carrier and/or self-insure the insurance programs mentioned within this Section at any time, provided that the benefits accorded are substantially equivalent to the benefits outlined in the Memorandum of Understanding regarding health & dental insurance included in this Agreement.

9. The parties shall maintain a joint insurance study committee to evaluate existing insurance programs and explore alternatives.

K. Payment for Non-Use of Board Provided Family Health Insurance

The Board will provide monthly payments for non-use of Board Provided Family Health Insurance Coverage to employees who have the ability to be covered under their spouse's insurance elsewhere, per the following conditions:

1. Applicable only to full-time employees of the Oakwood City Schools who have the ability to enroll in their spouse's health insurance plan, which is not provided by the Oakwood City Schools.

One of the two following circumstances occurs:

- a. A minimum of eight (8) current employees, as of 7/1/2013, who have Family Health Insurance Coverage through the Oakwood Schools sign letters of intent to drop this coverage when able and actually do so. Payment will be \$125.00 per month; or
- b. A minimum of fifteen (15) current employees, as of 7/1/2013, who have Family Health Insurance Coverage through the Oakwood Schools sign letters of intent to drop this coverage when able and actually do so. Payment will be \$150.00 per month.

Payments will begin the first month after Board provided Family Health Insurance is terminated. Payments will be made monthly through payroll and are subject to applicable taxes, but not subject to retirement deductions nor calculated as salary for retirement purposes.

This benefit is not applicable to any other types of insurance, including dental and life. The Board has the right to cancel or modify this benefit at any time for any reason.

L. Tuition-Free Attendance

~~Children/dependents of Unit Members employed prior to the 2000-2001 school year (June 30, 2000) and living outside the District, may attend Oakwood Schools, by paying the appropriate rate of tuition.~~

M. Compensation, Payments and Deductions

1. Pay Period - Unit Members shall receive twenty-six (26) bi-weekly pays over a twelve- (12) month period.
2. Deduction - Deductions shall be made in accordance with existing payroll policies and practices and shall not be altered without first consulting the Association.

Deductions shall be permitted for tax sheltered annuity programs made available by the Board in accordance with its past practice.

3. Direct Deposit - A Unit Member may designate one (1) to five (5) depositories and direct automatic payroll deposits to banking and savings institutions and tax sheltered annuity programs. Direct deposit of paychecks must be for the full amount of the compensation and the institution(s) to which the deposit is made must be capable of electronic transfer of funds without cost to the Board. Said authorization for direct deposit may not be revoked during said year. Requests for direct deposits and revocation of authorization for direct deposits shall be made in writing to the Board's Treasurer not later than June 15 preceding the school year in which the action is to occur. New employees are to exercise their option at time of employment. The Board and its agents shall not be liable for any other party's errors or omissions caused by the direct payroll deposit procedures.

N. Tax Sheltered Special Pay Plan

The Board shall develop and implement, where allowed by federal regulations, a tax sheltered 403(b) Special Pay Plan that allows for the tax sheltering of severance and special payments. In compliance with IRS rules and regulations, all retiring Unit Members 55 years of age must participate in this special pay plan upon retirement. In compliance with IRS rules and regulations, retiring Unit Members under age 55 are not eligible to participate. Neither the Board nor Unit Members will incur any administrative cost for this program.

O. Deferred Compensation Plans

The Board shall implement a 457 Deferred Compensation Plan for use by Unit Members.

P. IRS Section 125 Flexible Benefit Plan

The Board shall continue to provide each Unit Member the opportunity to participate in the current IRS Section 125 Flexible Benefit Plan under the same terms and conditions in effect during the 1995-96 work year.

Q. Tuition Reimbursement

1. A list of eligible Unit Members shall be maintained by the Director of Educational Services and the OTA President. Each eligible Unit Member may be compensated up to a maximum of \$600.00 annually for graduate level course work leading to an initial Master degree in education or the Unit Member's area of certification/licensure at an accredited university. Pre-approval by the Superintendent or designee is recommended to insure that the course(s) is/are eligible for reimbursement.
2. To be eligible for graduate tuition reimbursement, Unit Members must meet the following criteria:

- a. Application for reimbursement must be submitted to the Superintendent or designee by October 15 of the reimbursement year, accompanied by an official transcript indicating successful completion of the course(s) (with a B or above) and a receipt showing payment to the university.
 - b. The Unit Member must be employed by the Board during the year of reimbursement.
 - c. Payment shall be made for tuition only and shall not include payment for such items as books, materials, laboratory fees, meals, parking fees, application fees, graduation fees, internet hookup, or other miscellaneous fees.
3. Graduate tuition reimbursement shall be made to a Unit Member no later than the second pay in December for course(s) taken by the Unit Member between September 1 and August 31 of the previous school year.

ARTICLE VIII – LABOR MANAGEMENT COMMITTEE

A committee shall be established as an aid to communications between the parties to this Agreement. The membership of this committee shall be the Superintendent (or designee) and a maximum of four (4) other persons appointed by the Superintendent, and the President of the OTA (or designee) and a maximum of four (4) additional persons selected by the OTA.

The Committee shall meet regularly, at least once every other month, throughout the year, except that meetings may be canceled by mutual agreement of the Superintendent and the President of OTA.

The Committee shall attempt to resolve any problems, general or specific, which may have system-wide implications, and which are brought before the Committee by either the Superintendent or the President of the OTA after the Complaint Procedure has been followed.

ARTICLE IX – LOCAL PROFESSIONAL LICENSURE COMMITTEE (LPLC)

A. Purpose

The purpose of the Local Professional Licensure Committee is to review, and approve professional development plans for certificate/licensure renewal for all Oakwood School educators.

B. Mission

The mission of the Local Professional Licensure Committee (LPLC) shall be to provide an efficient system for credential renewal for Oakwood educators by establishing criteria, guidelines and procedures by which all professional development plans will be reviewed.

Recognizing that professional development plays a critical role in enhancing and vitalizing education in the Oakwood Schools, the LPLC shall encourage professional development experiences which expand and enrich student learning.

C. Structure

1. Committee Scope:

The LPLC will:

- Operate as a District committee.
- Become knowledgeable regarding licensing regulations and endorsements.
- Be knowledgeable regarding staff development and school improvement plans for Oakwood schools.
- Accept and approve Individual Professional Development Plans (IPDP).
- Grant prior approval and final approval for professional development activities including Continuing Education Units (CEU's) for certificate/license renewal.
- Determine a recommendation regarding certificate/license renewal.

2. Committee Size:

The LPLC shall consist of seven (7) members including five (5) Unit Members and two (2) administrators.

3. Committee Selection:

The five (5) Unit Members of the LPLC shall include four (4) elected representative from the buildings and one (1) representative appointed by the OTA Executive Committee. The election process shall be administered by the Oakwood Teachers' Association in accordance with yearly elections. The two (2) administrators on the LPLC shall be appointed by the Superintendent and shall include the Director of Educational Services and one (1) building Principal.

4. Committee Term Lengths:

LPLC members will serve four (4) year terms with terms beginning July 1 and ending June 30. Members shall not succeed themselves on the committee.

5. Filling Committee Vacancies:

Vacancies that occur during terms among the Unit Member representatives will be filled by recommendation of the OTA President. Administrative vacancies will be filled by recommendation of the Superintendent.

6. Committee Chair:

At the first meeting of each school year the members of the LPLC shall elect a Chairperson. The Chair shall conduct all LPLC meetings, communicate information to the members of the LPLC, represent the LPLC at appropriate meetings, and sign all appropriate records.

7. Committee Recorder:

The Director of Educational Services shall serve as the LPLC Recorder and be responsible for all record keeping and correspondence.

8. Reimbursement:

Unit Members of the LPLC shall be paid at the curriculum development rate for all committee meetings which take place outside of contractual work days.

ARTICLE X – PROFESSIONAL DEVELOPMENT COMMITTEE

Two (2) administrators and five (5) Unit Members serve on the Professional Development Committee.

The committee is charged with developing a plan for resource allocation and for determining procedures that enable staff members to access District resources for professional development. Committee members serve four (4) year terms. Members shall not succeed themselves on the committee.

The role of individual committee members is to contribute to the development of the District-wide professional development vision and to provide accurate information to our colleagues in their efforts to make plans and access resources for professional development.

Compensation shall be accorded as mentioned in the Supplemental Assignments Index in Appendix A.

ARTICLE XI – EMPLOYMENT OF RETIRED CERTIFIED PERSONNEL

- A. During the term of this Agreement, the Board is authorized to fill any bargaining unit vacancy with a previously retired certificated/licensed applicant (i.e., retired from any public school District in Ohio, including Oakwood City School District) subject to conditions provided below.
- B. For purposes of salary schedule placement, a previously retired teacher ("PRT") may be granted up to a maximum of ten (10) years' service credit upon initial employment.
- C. PRTs will be credited with all earned training/education for purposes of salary schedule placement.

- D. PRTs will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. This provision shall supersede the renewal and nonrenewal provisions contained in ORC 3319.11.
- E. PRTs may be re-employed from year to year under limitations described in paragraph D., above, with Board approval, but shall not be eligible for continuing contract status. This provision shall supersede the tenure provisions contained in ORC 3319.08 and 3319.11 and the provisions contained in Article IV(G) of this Agreement.
- F. PRTs will begin accruing seniority from the date of rehire, but will start at zero years of seniority.
- G. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment. This provision shall supersede the severance pay provisions contained in ORC 124.391 and Article VII(H) of this Agreement.
- H. PRTs shall be eligible to participate in the District's hospitalization, dental or other insurance programs offered to employees.
- I. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. The PRT must participate in the normal District application procedures. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of his/her last pre-retirement individual contract of employment in order to be considered for additional employment.
- J. Oakwood PRTs will be evaluated under Phase II of the evaluation policy and Mentoring is not mandated. Non-Oakwood PRTs will be evaluated under Phase I and Mentored.
- K. PRTs shall be OTA members or Fair Share Fee Payers as provided in the Agreement.
- L. PRTs may not participate in Unpaid Extended Leave or Sabbatical Leave.
- M. PRTs shall be entitled to all other contract benefits available to bargaining Unit Members unless otherwise limited by specific provisions of this Article.

ARTICLE XII – JOB SHARE PROGRAM

- A. This program shall be voluntary only and each current employee desiring to participate shall find his/her partner from among current employees.
- B. To be eligible, participants must have completed three (3) years in the Oakwood City School District, except in unusual circumstances.
- C. Only Unit Members in teaching grades K and departmentalized 4-12 are eligible.
- D. Only two (2) employees may participate per each full-time equivalent position.

- E. Application (Appendix H) for this program must be reviewed with your principal and filed annually with the Superintendent between December 1 and January 15 for the next school year.
- F. The Superintendent shall have administrative flexibility in determining applicant eligibility, number of participants, and program guidelines.
- G. In the event of any disagreement between the parties to this Agreement concerning the application or use of this Article, the Superintendent will settle the dispute and the decision shall be final and not subject to the grievance procedure.
- H. Study and evaluation of this program will be ongoing.

ARTICLE XIII – EXCEPTIONAL NEEDS STUDENTS

- A. When determining class lists, building Principals will take into consideration the effect of exceptional needs students on class size. The type of adaptations needed, the presence of an intervention specialist/teacher, enrichment specialist in a given class, and the availability of educational aides, will also be considered important factors when determining pupil/teacher ratios and class assignments.
- B. Forms will be distributed the first week of school summarizing exceptional needs accommodations. Affected Unit Members will sign that they have received this form. When revisions are made, updates will be distributed to all affected Unit Members.
- C. Unit Members may initiate a request for exceptional needs collaboration.
- D. Any Unit Member who has a need to know information regarding an exceptional needs student has the option of requesting a review of the IEP/WEP following the District procedures for conducting IEP/WEP reviews.
- E. Unit Members, including both classroom teachers and intervention specialist, are encouraged to collaborate with the Principal during the process of assignment of students to classes. It is understood that the Principal has the final decision regarding student placement.
- F. Whenever possible, curriculum committees will include Unit Member representation on behalf of exceptional needs students.

ARTICLE XIV – FORM, EFFECT AND DURATION

A. Topic/Headings

The topic headings and Table of Contents found within this Agreement are included solely for the convenience of the parties and are not to be construed as having substantive meaning for any purpose, including, but not limited to, language interpretation disputes.

B. Form

The terms and conditions of employment established herein represent the entire Agreement of the parties. There are no oral agreements or practices carried forward during the term of this Agreement. For the entire term of this Agreement, each party voluntarily and unqualifiedly waives the right to negotiate, and further, each party agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

C. Effect

In the event any federal or state law conflicts with any provision of this Agreement, the federal or state law shall prevail and the provision or provisions so affected shall no longer be operative to the extent they were in conflict with law. Remaining portions of this Agreement shall continue in full force and effect for the duration of the Agreement. Any provision made wholly or partially inoperative by this provision shall be subject to immediate negotiations as provided for elsewhere in this Agreement.

D. Duration

This Agreement shall become effective July 1, 2013 and shall remain in effect through June 30, 2016.

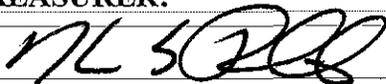
In agreement and witness of the foregoing provisions and following appendices constituting this whole Agreement, officials for the Board and Association do place their signature this 28 day of June.

FOR THE BOARD:

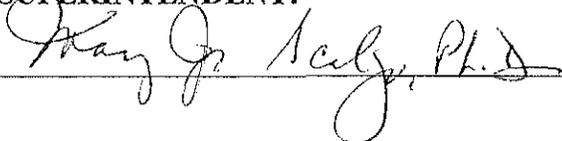
PRESIDENT:



TREASURER:

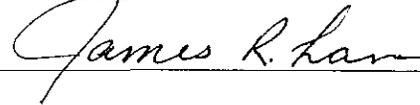


SUPERINTENDENT:



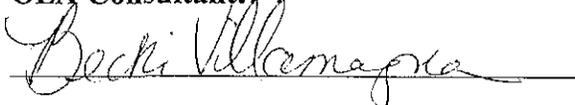
FOR THE ASSOCIATION:

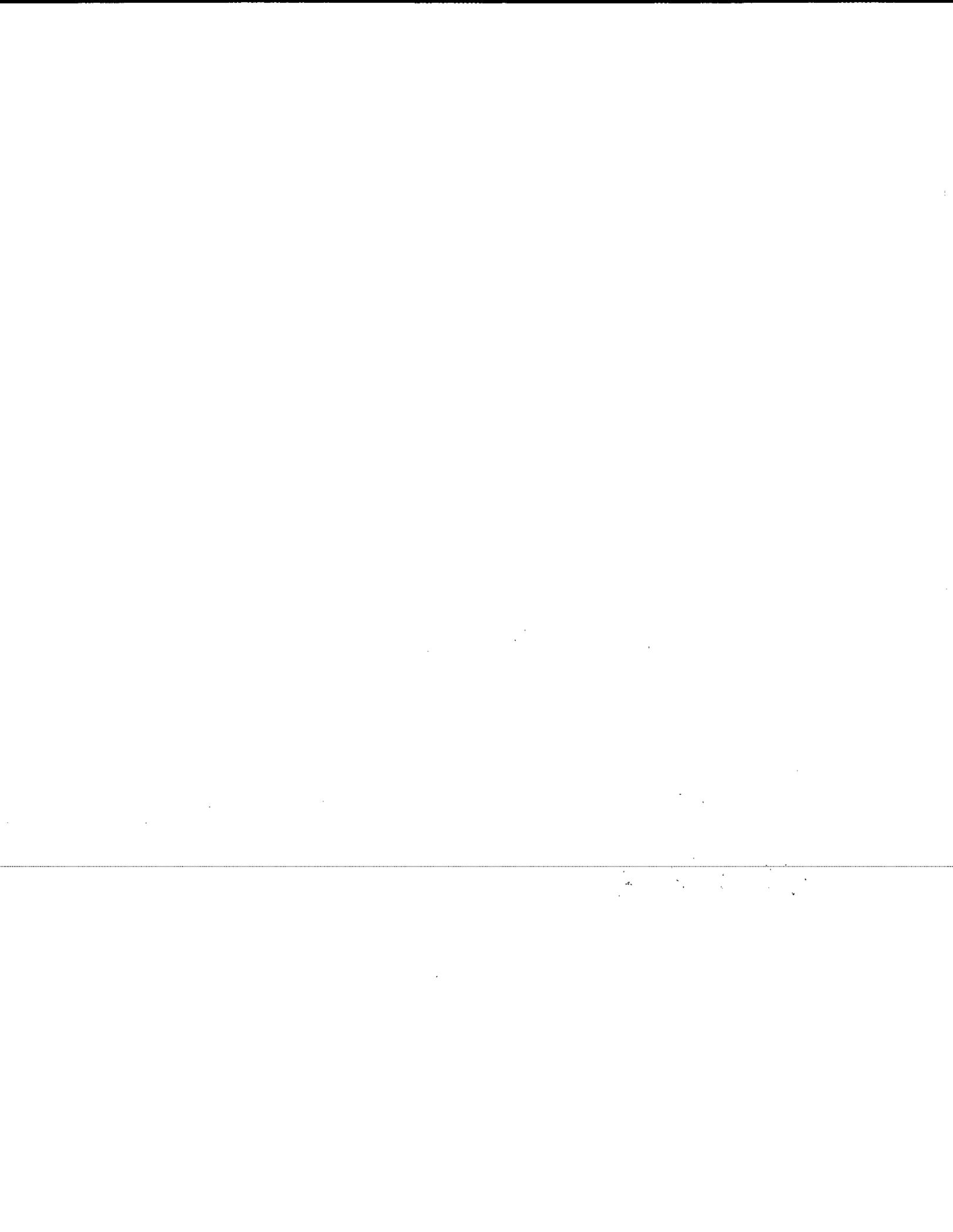
PRESIDENT:



PAST PRESIDENT:

OEA Consultant:





APPENDIX A
2013-2014 SUPPLEMENTAL ASSIGNMENTS OAKWOOD CITY SCHOOL DISTRICT (Adopted 5/29/13)

LEVEL I

Boys Lacrosse Club Coach (not district-funded)
 Ecology Club Advisor
 EDTV Advisor (Smith & Harman)
 Elementary Muse Machine Coordinator (Smith)
 Elementary Newspaper Advisor (Harman)
 Elementary School Store Coordinator (Smith)
 Elementary Student Tech Team (4)
 Engineering Team Advisor
 Foreign Language Honor Society Advisor (.5) (2)
 French Club Advisor
 High School Fall Play Technical Advisor
 High School International Club
 High School Intervention Coordinator
 Jr High Academic Team Advisor
 Jr High Lumberjack Leaders Advisor (3)
 Jr High National Junior Honor Society Advisor (2)
 Mentor Teachers
 National Honor Society Advisor
 Outdoor Education Coordinator (.5 per elem. school)
 Spanish Club Advisor

LEVEL II

Academic Decathlon
 Director of 8th Grade Washington DC Trip
 Elementary Chorus Director (2)
 Elementary Student Council Advisor (2)
 High School Athletic Event Supervisor - Winter
 High School Reserve Football Cheer Coach (1)
 Junior High Athletic Event Supervisor
 Jr High Newspaper Advisor
 Jr High Student Council Advisor
 Jr High Yearbook Advisor
 Model UN Advisor (Up to 2)
 Noon Supervision - Elementary (11)
 (1 person per each position)
 Noon Supervision - Secondary (7)
 (1 person per each position)
 Pep Band Director
 Power of the Pen Advisor
 Spring Musical Technical Advisor
 High School Student Council Advisor (4)
 Weight Room Supervisor (3)

LEVEL III

9/JV Basketball Cheer Coach (1)
 ACT Prep Course Instructor, OHS (3)
 Asst Jr High Cross Country Coach
 Asst Jr High Field Hockey Coach
 Asst Jr High Football Coach (2)
 Asst Jr High Track Coach (3)
 Asst Jr High Wrestling Coach
 Asst Music Director
 Asst Speech and Debate Coach

LEVEL III (continued)

Destination Imagination Advisor (2)
 High School Athletic Event Supervisor - Fall
 Jr High Play Director
 JH Basketball Cheer Coach (1)
 JH Football Cheer Coach (1)
 High School On-Line Course Facilitator
 Oakwood Giving Advisor (1)
 PSAT Prep Course Instructor, OHS (2)
 SAT Prep Course Instructor, OHS (2)
 Varsity Football Cheer Coach (1)
 Varsity Basketball Cheer Coach (1)
 Varsity "O" Advisor

LEVEL IV

Asst Boys Tennis Coach
 Asst Girls Tennis Coach
 Asst Golf Coach
 Jr High Baseball Coach
 Jr High Boys Basketball Coach (2)
 Jr High Cross Country Coach
 Jr High Field Hockey Coach
 Jr High Football Coach (2)
 Jr High Girls Basketball Coach (2)
 Jr High Girls Soccer Coach
 Jr High Softball Coach
 Jr High Track Coach
 Jr High Volleyball Coach (2)
 Jr High Wrestling Coach
 Project Support Advisor
 Weight Room Coordinator

LEVEL V

Asst Baseball Coach (2)
 Asst Boys Soccer Coach (2)
 Asst Cross Country Coach
 Asst Field Hockey Coach (2)
 Asst Girls Soccer Coach (2)
 Asst Softball Coach (2)
 Asst Swim Coach (2)
 Asst Track Coach (3)
 Asst Volleyball Coach (1)
 Cheerleader Coordinator
 Department Chairpersons (+ \$50 per teacher)
 • Social Studies • English • Math
 • Foreign Language • Science • Fine Arts
 • Special Education • Practical Arts • Guidance
 Elementary RTI Chairperson (2)
 High School Fall Play Director
 Professional Dev. Committee Members (5)
 Technology Integration Support (4)

LEVEL VI

Acorn Advisor
 Asst Boys Basketball Coach (2)
 Asst Football Coach (5)
 Asst Girls Basketball Coach (2)
 Asst Wrestling Coach (2)
 Dome Advisor
 High School Enrichment Coach (Academic Team)
 Orchestra Director
 Spring Musical Director (2) (Orchestra and Cast)
 Vocal Director

LEVEL VII

Large School Teacher Leader
 Varsity Boys Tennis Coach
 Varsity Girls Tennis Coach
 Varsity Golf Coach

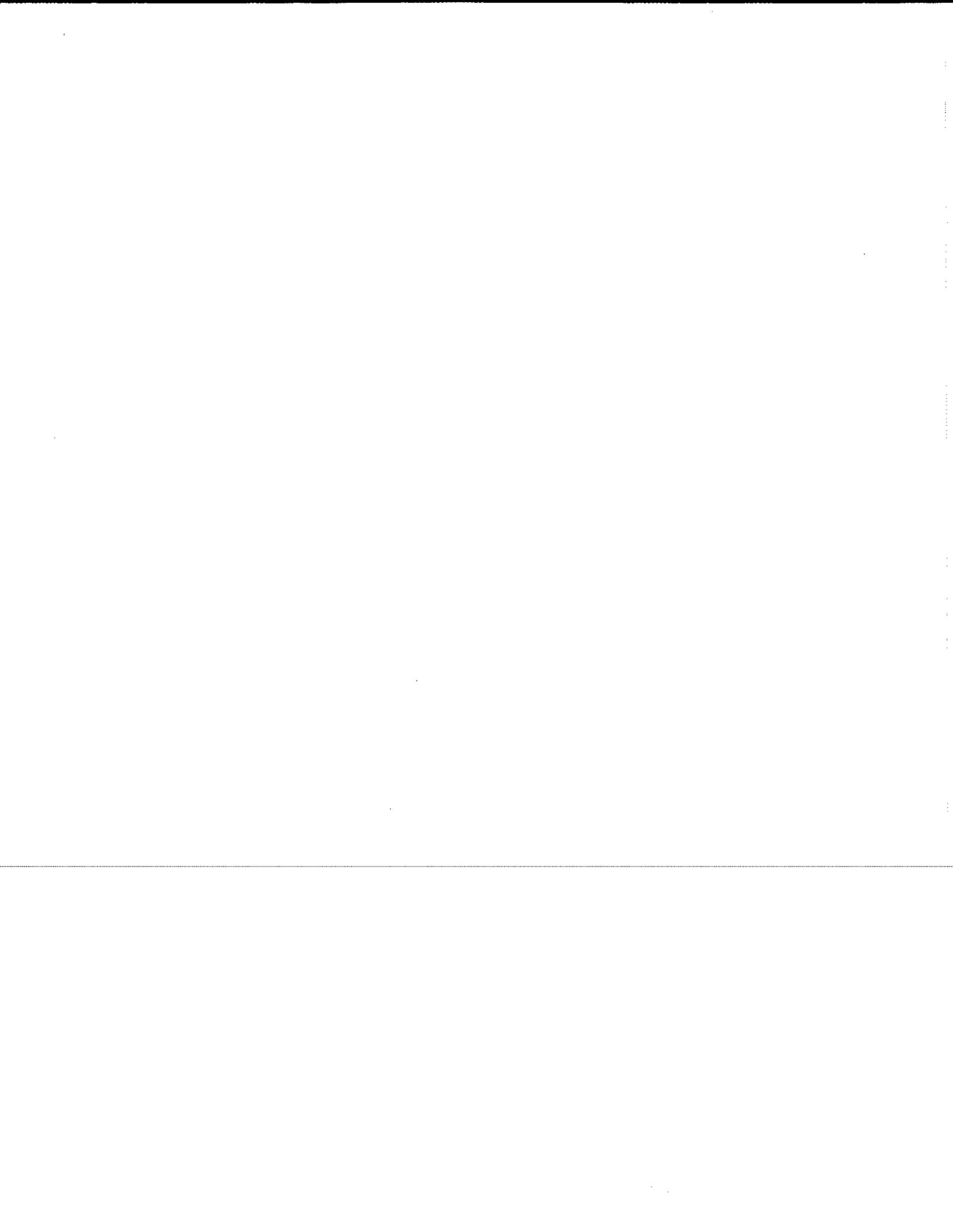
LEVEL VIII

Varsity Baseball Coach
 Varsity Boys Soccer Coach
 Varsity Cross Country Coach
 Varsity Field Hockey Coach
 Varsity Girls Soccer Coach
 Varsity Softball Coach
 Varsity Swim Coach
 Varsity Track Coach
 Varsity Volleyball Coach

Level IX

Debate Coach
 High School Attendance Officer
 Band Director
 Junior High Athletic Director
 Speech Coach
 Varsity Boys Basketball Coach
 Varsity Football Coach
 Varsity Girls Basketball Coach
 Varsity Wrestling Coach

 When a position is divided the total cost may not exceed the FTE. For example, LEVEL II - Weight Rm Supervisor (3) might be split into 6 positions with each person paid at .5



APPENDIX B – SUPPLEMENTAL SALARY SCHEDULE

Supplemental Index

2013-2016

Level	0-4 yrs exp	5-9 yrs exp	10+ yrs exp
9	\$6,200	\$6,850	\$7,200
8	\$5,550	\$6,100	\$6,400
7	\$4,500	\$5,000	\$5,200
6	\$3,550	\$3,900	\$4,100
5	\$3,000	\$3,300	\$3,450
4	\$2,400	\$2,600	\$2,750
3	\$1,700	\$1,850	\$1,950
2	\$1,400	\$1,550	\$1,600
1	\$950	\$1,000	\$1,050

These salaries will remain in effect for the duration of the contract.

APPENDIX C – OTHER COMPENSATION SALARY SCHEDULE FOR 2013-2016

Saturday School / A.M.Detention	\$24.00 per hour
Home Instruction	\$26.50 per hour
Committees: LPLC, Mentor, *Curriculum Development, *Text Book Selection	\$26.50 per hour
*Curriculum Development and Text Book Selection To Be Pre-Approved by Superintendent	
High School Summer School	\$3,200 for full 6 wk. session; \$1,600 for 3 wk. session
Credit Flex per approved plan and outside contracted day	\$26.50 per hour
Board-Approved, Overnight Student Trips (Without supplemental or other compensation)	One (1) day substitute pay per night. One comp day may be substituted for one day of substitute pay.
Optional Professional Development Days	\$100.00 per day
The following supplemental duties are compensated at a rate equivalent to one (1) hour instruction plus a maximum of one-half (1/2) hour preparation at \$26.50 per hour.	
Summer and School Year Intervention: Secondary and Elementary	
Academic Decathlon Prep	

APPENDIX D – SALARY RANGE PLACEMENT SCHEDULE

Effective July 1, 2013

These schedules are used to determine the base salary for new employees.

Bachelor		
Yrs. Experience	Minimum	Maximum
0	\$45,000	
1-2	\$45,900	\$47,754
3-4	\$47,754	\$49,684
5-6	\$49,684	\$51,691
7-8	\$51,691	\$53,779
9-10	\$53,779	\$55,952
Master		
Yrs Experience	Minimum	Maximum
0	\$46,500	
1-2	\$47,895	\$50,812
3-4	\$50,812	\$53,906
5-6	\$53,906	\$57,189
7-8	\$57,189	\$60,672
9-10	\$60,672	\$64,367

APPENDIX E – TEACHER INDUCTION PROGRAM

A. Definitions

For purposes of this Agreement, the pertinent terms shall be defined as follows:

1. Mentor - A Unit Member who will provide formative assistance to another Unit Member.
2. Resident Educator – A Unit Member working under a Resident Educator license.
3. New But Experienced Teacher (NEXT) - A Unit Member who is new to the district and is working under a Professional Teaching license. Participation by this Unit Member shall not be required.
4. Formative Assistance - Assistance designed to meet the unique needs of the Unit Member. This can focus on, but is not limited to:
 - a. Orientation
 - b. Communication with colleagues and community
 - c. Acquisition of knowledge about the school curriculum
 - d. Strategies for implementing curriculum
 - e. Instructional resources
 - f. Assistance with management tasks
 - g. Assistance to improve instructional skills
 - h. Assistance to improve classroom management.

B. Mentor Committee

1. The Mentor Committee shall be comprised of up to five (5) Unit Members and up to two (2) administrators. The Unit Members shall be appointed by the Association President and shall include one (1) representative from each building. Terms for each appointed committee member shall be three (3) years. Members shall not succeed themselves on the committee. ~~The Superintendent shall appoint the administrators on the committee.~~ The Mentor Committee shall monitor the procedures and guidelines for the program and shall act as a screening committee for selecting Unit Members to serve as Mentors.
2. Mentor Committee members shall be paid at the curriculum development rate for all actual and necessary committee work performed outside of the workday as defined in Article IV.
3. All recommendations of the committee shall be subject to final approval of the Superintendent.

C. Selection Criteria for Mentor Teachers

1. Unless waived by the Superintendent, each Mentor shall have a minimum of five (5) consecutive years of teaching experience in the District.
2. The applicant, if possible, shall currently be teaching in the same area of certification/licensure as the Resident Educator.
3. When making Mentor Teaching assignments, the committee shall take into consideration multiple qualifications, including, but not limited to skills and abilities, overall performance, length of service within the District and perceived ability to meet the needs of the Resident Educator.
4. All Mentors and Resident Educators will be required to attend scheduled Mentor/Resident Educator meeting(s).

D. Responsibilities/Conditions

1. The Mentor, in concert with the Resident Educator, shall develop a formative assistance plan for the Resident Educator. Such a plan shall be individualized and be consistent with the program established by the committee. This may include at least three (3) observations of the Resident Educator and coaching when appropriate. Arrangements will be made for substitutes when appropriate.
 2. The formative assistance plan mutually developed by the Mentor and Resident Educator shall be developed or utilized as outlined in the definition of formative assistance in A.4.
 3. If either the Mentor or the Resident Educator believes that the individualized plan is not working satisfactorily, or will not work because of differences between the two (2) individuals, either may request the committee to appoint another Mentor. The committee shall be free to grant or deny this request subject to the final approval of the Superintendent. The committee may also decide to change a Mentor arrangement. Any change in the individualized plan caused by the assignment of a new Mentor shall be subject to the approval of the committee and the Superintendent.
 4. The Mentor shall not be required to participate in any evaluation procedure of the District as it relates to the Resident Educator.
-
5. The program length is for a period of one (1) full school year or its equivalent, unless additional time is requested by the Resident Educator.
 6. Without regard to the Resident Educators performance in the program, the Board shall certify the completion of the entry-year program.
 7. Due to the importance of the Mentor/Resident Educator relationship, it is recommended that no more than one (1) Resident Educator be assigned to a full-time Unit Member who serves as a Mentor. Compensation shall be accorded as mentioned in the Extra Curricular Assignment Index.

8. Mentor Unit Members shall keep a record of time spent on the program and submit same to the program committee at the end of the school year.

E. Program Review/Revisions

Mentor Unit Members and Resident Educators shall meet prior to the end of the school year to assess and evaluate the program. Recommendations shall be made known to the Association President and the Superintendent no later than June 30 and may be presented in writing if mutually agreed to by the members of the committee.

The Association President and Superintendent, or designee, shall meet to discuss the recommendations and how they will affect the components and the implementation of the program.

APPENDIX F - TEACHER EVALUATION FORMS

1. Professional Growth Plan
2. Improvement Plan Notification
3. Professional Improvement Plan
4. Post-observation Conference
5. Final Summative Rating
6. Professional Growth Plan evaluation
7. Professional Improvement Plan evaluation

Professional Growth Plan

Name: _____ School: _____ Grade Level: _____ Subject: _____

Evaluator: _____ School Year: _____ Self Directed Collaborative

Area of Focus Student Achievement/Outcomes for Students	Date Record dates when discussed	Action Plan Supports needed, resources, professional development.
<p>OTES Rubric Indicator:</p> <p>Goal Statement:</p> <p>Rationale: (specific reasons you selected this goal)</p> <p>Evidence Indicators:</p>		

Professional Growth Plan

Area of Focus Performance on the Ohio Standards for the Teaching Profession	Date Record dates when discussed	Action Plan Supports needed, resources, professional development.
OTES Rubric Indicator: Goal Statement: Rationale: (specific reasons you selected this goal) Evidence Indicators:		

59

Evaluator Signature

Date

Teacher Signature

Date

Professional Improvement Plan Notification

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Name: _____ School: _____

Grade Level/Subject: _____

Evaluator: _____ School Year: _____

Date of Notification: _____

Rationale for Referral for a Professional Improvement Plan

In the space below, provide a rationale for the teacher being referred for a Professional Improvement Plan (150-200 words). Please make specific reference to the teacher's *Summative Evaluation Rating* and the teacher's *Student Growth and Teacher Performance Scores*.

Evaluator's Signature

Date

Teacher's Signature

Date

Cleveland City Schools 06/2012

Professional Improvement Plan

Name: _____ School: _____ Grade Level: _____ Subject: _____
 Evaluator: _____ School Year: _____ Date of Improvement Plan Conference: ____/____/____

Section 1: Improvement Statement

Performance Indicator(s) Addressed in this Plan	Date <small>Record dates when concern or improvement area observe</small>	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date:	Ending Date:	Level of Performance:

Professional Improvement Plan

Section 3: Specific Plan of Action:

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that will be Examined

Section 4: Assistance and Professional Development:

Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Date for Plan to be Evaluated: ____/____/____

Evaluator Signature

Date

Date

Teacher Signature

Date

Post-Observation Conference Form

Name: _____ School: _____ Grade Level: _____ Subject: _____

Evaluator: _____ Date: _____ Observation 1 2 3

Reinforcement (area of relative strength)	
OTES Rubric Indicator:	
Self-Analysis Question:	
Evidence from Script: (keys points discussed)	

63

Post-Observation Conference Form

Refinement (area of relative weakness)	
OTES Rubric Indicator:	
Self-Analysis Question:	
Evidence from Script: (keys points discussed)	

Teacher Comments:

Observation	Ineffective	Developing	Proficient	Accomplished
Rating				

Evaluator Signature

____/____/____
Date

Teacher Signature

____/____/____
Date

Oakwood City School's Final Summative Rating Form

Name _____ Grade Level / Subject _____ School _____

School Year _____ Date ____/____/____ Leave (as of 4/30): professional- _____ sick- _____ personal- _____ other- _____

Evaluator Statement and Recommendations: <small>(Area of Refinement, Area of Reinforcement, PGP, Leave)</small>	Evaluatee Statement: (optional)
PGP Rating: _____ <input type="checkbox"/>	PGP Rating: _____ <input type="checkbox"/>
OTES Rating: _____ <input type="checkbox"/>	OCSD Rating: _____ <input type="checkbox"/>

Pre-Observation Date: _____ <input type="checkbox"/>	Observation Date: _____ <input type="checkbox"/>	Post-Observation Date: _____ <input type="checkbox"/>
Pre-Observation Date: _____ <input type="checkbox"/>	Observation Date: _____ <input type="checkbox"/>	Post-Observation Date: _____ <input type="checkbox"/>
PGP Conference Date: _____ <input type="checkbox"/>	Mid-Year Conference Date: _____ <input type="checkbox"/>	Final Review Conference Date: _____ <input type="checkbox"/>

My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

Teacher Signature _____ Date _____ Evaluator Signature _____ Date _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the Evaluation Handbook have been followed.

65

APPENDIX G – APPLICATION FOR TUITION REIMBURSEMENT

Name _____ Date _____

Building _____ Assignment _____

Social Security Number _____

_____ Pre-Approval _____ Final

College or University _____

Semester/Quarter (e.g., Fall '07) _____

Is course part of work required for Master Degree? _____ Yes _____ No

When is Master Degree expected to be awarded? _____

Course Code and Title:

1. _____

2. _____

3. _____

Amount to be reimbursed \$ _____ (cannot exceed \$600 total per year)

Signature _____ Date _____

- (1.) Attach OFFICIAL transcript and proof of payment to Application.
- (2.) Return Application to Oakwood Schools Board Office no later than October 15 for Final Application for Reimbursement of Previous Year September 1 – August 31.

_____ Pre-Approved for Reimbursement pending documentation and completion.

_____ Approved for Reimbursement of \$ _____.

_____ Not Approved for Reimbursement.

Approval Signature _____ Date _____

APPENDIX I – COMPENSATION INFORMATION

FIXED ANNUAL INCENTIVES (available annually, not added to a unit member’s base salary)

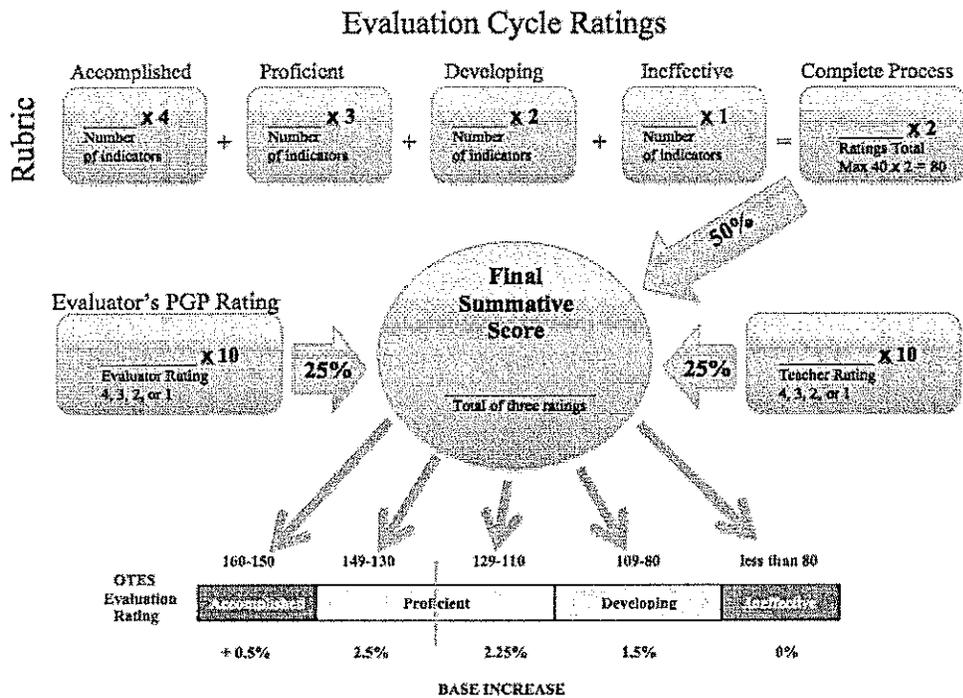
\$375 – for an Overall Grade of A as reported on the State Report Card in the fall of each school year, paid during that same school year

\$375 – for a median ACT score in the top 1% of all Ohio public school districts, reported in the fall of each school year, paid during that same school year

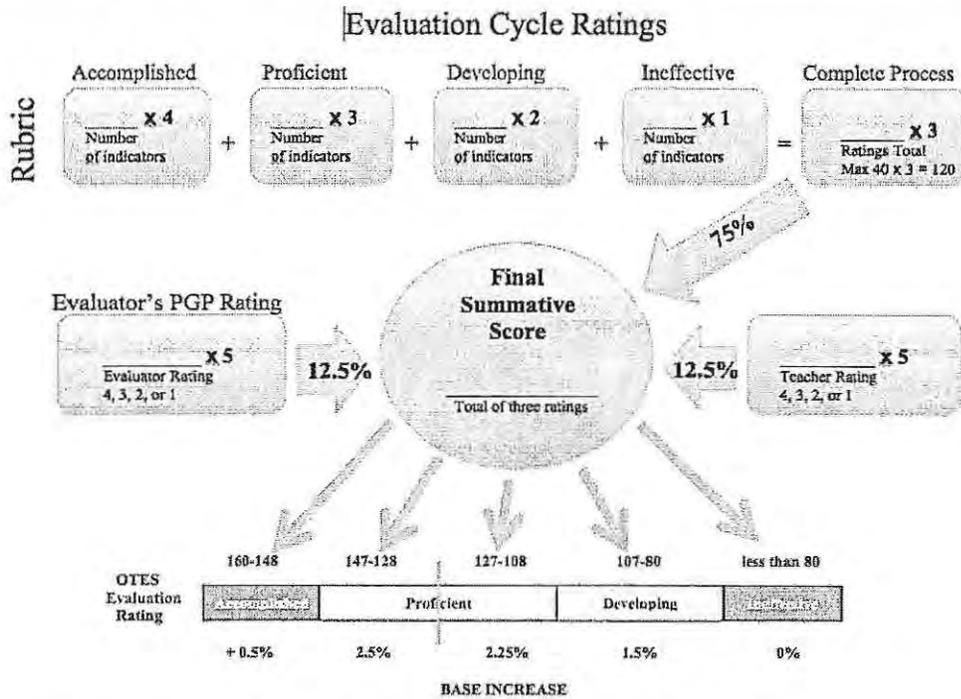
BASE SALARY INCREASES

OTES based evaluation score calculation and scale for compensation

2013-2014 School year

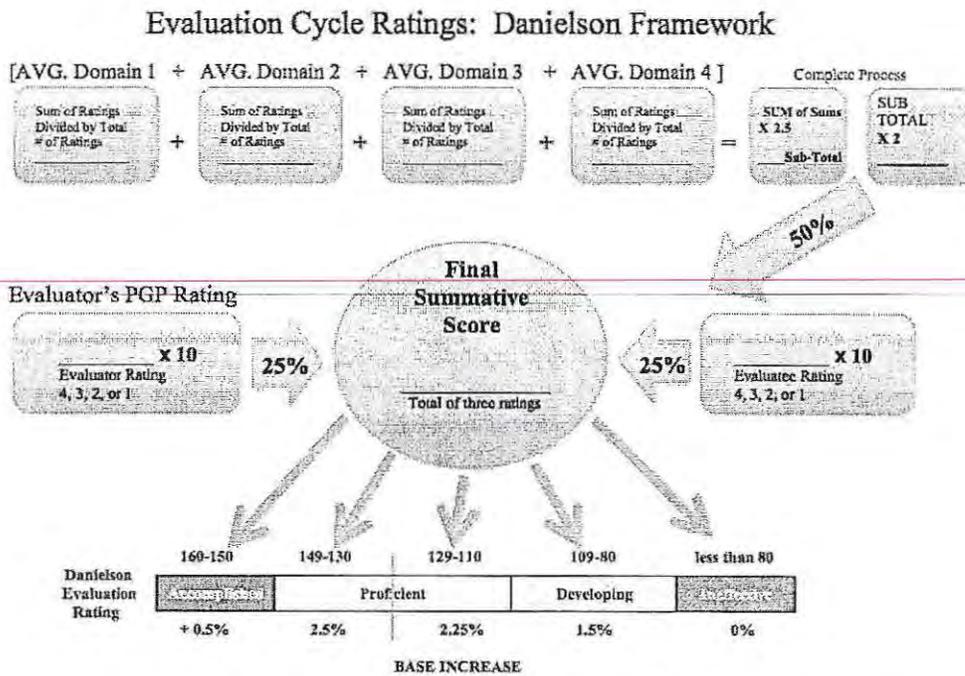


2014 – 2015 and 2015 – 2016 School years



Danielson based evaluation score calculation and scale for compensation

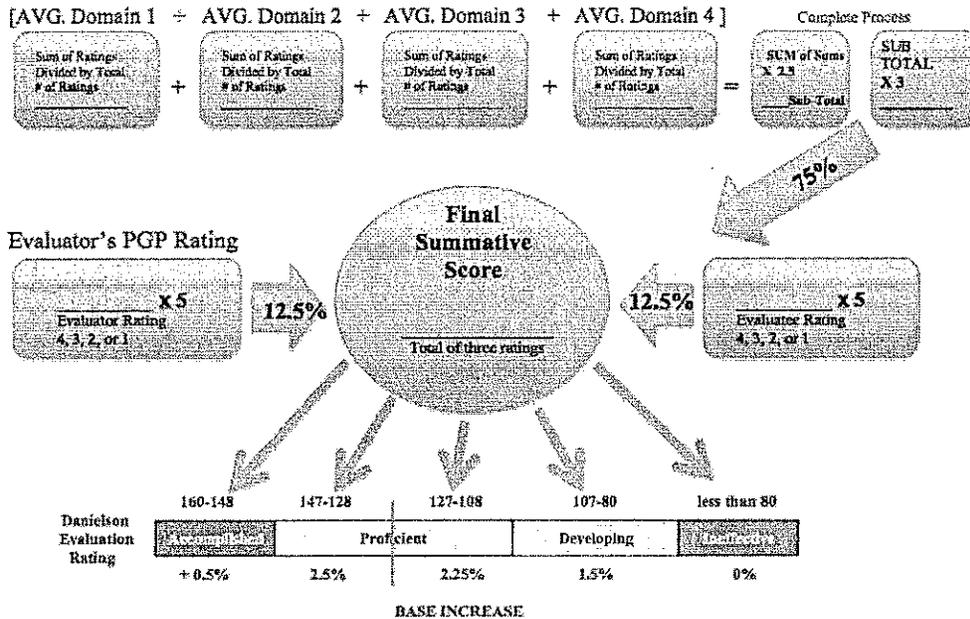
2013-2014 School year



Danielson Framework Revised 04/30/2013

2014 – 2015 and 2015 – 2016 School years

Evaluation Cycle Ratings: Danielson Framework



Danielson Framework Revised 06/02/2013

Attainment of any Master/Doctorate degree

Elementary

\$1500 for any content area

\$1000 for non-content area (ed leadership, guidance, administration, etc.)

Secondary

\$1500 for your content area

\$1000 for non-content area (ed leadership, guidance, administration, etc.)

Completion of Critical Self-reflection

\$1500

Oakwood City School District's Critical Self-reflection Process

Requirements and Compensation:

- Unit members may complete a Critical Self-reflection once every three years
- Unit members who complete a Critical Self-reflection increase their base salary by \$1,500

Deadlines

1. To receive the full compensation of \$1500, effective the first day of the 2014-15 school year, a unit member must submit:

- the proposal to and receive approval from his/her principal by October 15, 2013;
- the final version of his/her Critical Self-reflection in a meeting with his/her principal by October 15, 2014.

2. To receive partial compensation of \$750 on the base salary, effective January 1, 2015, a unit member must submit:
- the proposal to and receive approval from his/her principal by January 25, 2014;
 - the final version of his/her Critical Self-reflection in a meeting with his/her principal by January 25, 2015.

The remaining \$750 will be added to the base salary at the beginning of the 2015-16 school year.

3. To receive the full compensation of \$1500, effective the first day of the 2015-16 school year, a unit member must submit:
- the proposal to and receive approval from his/her principal by October 15, 2014;
 - the final version of his/her Critical Self-reflection in a meeting with his/her principal by October 15, 2015.

4. To receive partial compensation of \$750 on the base salary, effective January 1, 2016, a unit member must submit:
- the proposal to and receive approval from his/her principal by January 25, 2015;
 - the final version of his/her Critical Self-reflection in a meeting with his/her principal by January 25, 2016.

The remaining \$750 will be added to the base salary at the beginning of the 2016-17 school year.

5. To receive the full compensation of \$1500, effective the first day of the 2016-17 school year, a unit member must submit:
- the proposal to and receive approval from his/her principal by October 15, 2015;
 - the final version of his/her Critical Self-reflection in a meeting with his/her principal by October 15, 2016.

6. To receive partial compensation of \$750 on the base salary, effective January 1, 2017, a unit member must submit:
- the proposal to and receive approval from his/her principal by January 25, 2016;
 - the final version of his/her Critical Self-reflection in a meeting with his/her principal by January 25, 2017.

The remaining \$750 will be added to the base salary at the beginning of the 2017-18 school year.

Process

Teachers have **two options** for completing a Critical Self-reflection:

- a. follow the Oakwood City School District Framework, requires principal approval of proposal
- b. complete a stand-alone option (one in which a separate institution determines the framework, deadlines, etc.)

A. The Oakwood City School District Framework

Requirements of the Critical Self-reflection

- Teacher directed
- Must align with one or more of the following:
 - Mission and vision
 - District goals
 - Building goals
 - Teacher's goals and Professional Growth Plan
- Enhances technical practice for the purpose of increasing student achievement
- Provides a meaningful growth experience
- Includes ongoing communication with the teacher's principal

Proposal Components and Methodology

The proposal is a written document which describes a teacher's intended study, what the teacher hopes to learn from the study, and outlines methodology.

1. Context / Rationale

- What led up to this process?
- Why did you choose to complete this particular self-reflection project?
- How will student achievement be enhanced?

2. Process / Action Plan

- In what types of experiences will you engage? Be as detailed as possible; see Choice Board below.
- What kind of data will you collect and how will you collect it?
- When will you complete the steps? Include a timeline.

Choice Board for potential experiences:

- | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Enhance technical practice in a specific indicator or domain• Examine a leadership role• Develop a new program• Conduct an action research project• Develop effective instructional strategies• Other as approved |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3. Evidence / Product

- How will you document your work?
- What will you use to illustrate/support your experience?
- What student artifacts or work samples will be collected?
- Your product needs to demonstrate your investment in the process.

Choice Board for Illustrating one's reflection on the experience

- | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Video• Presentation or production• Paper• Project• Portfolio• Demonstration• Other as approved |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

4. Reflection / Action

- What did you learn from this experience?
- What will change as a result of what you learned?
- What will you do with this experience going forward?
- How did your students benefit, or how will they, as a result of this experience?

B. Stand-Alone Critical Self-reflections (faculty members will follow the submission timelines of the self-reflection options listed below; the district will compensate teachers when they successfully submit their work)

- National Board Certification or Renewal
- Master Teacher Portfolio
- District's Original Performance Compensation Modules
- Resident Educator program including a final written reflection
- Lead Teacher Certification

APPENDIX J – HEALTHCARE INFORMATION

**INSURANCE
PREMIUMS
2012-2013**

	HEALTH CARE	DENTAL
FULL PREMIUM - FAMILY	\$1,430.47	\$94.16
FULL PREMIUM - INDIVIDUAL	\$531.80	\$37.60
<u>FULL TIME EMPLOYEE</u>		
BOARD SHARE FAMILY COVERAGE (85%)	\$1,215.90	\$84.74
EMPLOYEE SHARE FAMILY COVERAGE (15%)	\$214.57	9.42*
<u>PART TIME EMPLOYEE (5-5.9 AVG DAILY HOURS)</u>		
BOARD SHARE FAMILY COVERAGE (76.5%)	\$1,094.31	\$72.03
EMPLOYEE SHARE FAMILY COVERAGE (23.5%)	\$336.16	\$22.13
<u>PART TIME EMPLOYEE (4-4.9 AVG DAILY HOURS)</u>		
BOARD SHARE FAMILY COVERAGE (63.75%)	\$911.92	\$60.03
EMPLOYEE SHARE FAMILY COVERAGE (36.25%)	\$518.55	\$34.13
<u>PART TIME EMPLOYEE (3-3.9 AVG DAILY HOURS)</u>		
BOARD SHARE FAMILY COVERAGE (51%)	\$729.54	\$48.02
EMPLOYEE SHARE FAMILY COVERAGE (49%)	\$700.93	\$46.14
<u>PART TIME EMPLOYEE (1.5-2.9 AVG DAILY HOURS)</u>		
BOARD SHARE FAMILY COVERAGE (34%)	\$486.36	\$32.01
EMPLOYEE SHARE FAMILY COVERAGE (66%)	\$944.11	\$62.15
<u>FULL TIME EMPLOYEE</u>		
BOARD SHARE SINGLE COVERAGE (85%)	\$452.03	\$33.84
EMPLOYEE SHARE SINGLE COVERAGE (15%)	\$79.77	3.76*
<u>PART TIME EMPLOYEE (5-5.9 AVG DAILY HOURS)</u>		
BOARD SHARE SINGLE COVERAGE (76.5%)	\$406.83	\$28.76
EMPLOYEE SHARE SINGLE COVERAGE (23.5%)	\$124.97	\$8.84
<u>PART TIME EMPLOYEE (4-4.9 AVG DAILY HOURS)</u>		
BOARD SHARE SINGLE COVERAGE (63.75%)	\$339.02	\$23.97
EMPLOYEE SHARE SINGLE COVERAGE (36.25%)	\$192.78	\$13.63
<u>PART TIME EMPLOYEE (3-3.9 AVG DAILY HOURS)</u>		
BOARD SHARE SINGLE COVERAGE (51%)	\$271.22	\$19.18
EMPLOYEE SHARE SINGLE COVERAGE (49%)	\$260.58	\$18.42
<u>PART TIME EMPLOYEE (1.5-2.9 AVG DAILY HOURS)</u>		
BOARD SHARE SINGLE COVERAGE (34%)	\$180.81	\$12.78
EMPLOYEE SHARE SINGLE COVERAGE (66%)	\$350.99	\$24.82

Health Effective 10/1/2012

Dental Effective 10/1/2012

*Remains at 10%



YOUR BENEFITS

**Benefit Summary
ASO Choice Plus
Oakwood Medical Plan 7EM-M**

UnitedHealthcare and EPC want to help you take control and make the most of your health care benefits. That's why we provide convenient services to get your health care questions answered quickly and accurately:

- **myuhc.com**® - Take advantage of easy, time-saving online tools. You can check your eligibility, benefits, claims, claim payments, search for a doctor and hospital and much, much more.
- **24-hour nurse support** – A nurse is a phone call away and you have other health resources available 24-hours a day, 7 days a week to provide you with information that can help you make informed decisions. Just call the number on the back of your ID card.
- **Customer Care telephone support** – Need more help? Call a customer care professional using the toll-free number on the back of your ID card. Get answers to your benefit questions or receive help looking for a doctor or hospital.

The Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Summary Plan Description (SPD), the SPD shall prevail. It is recommended that you review your SPD for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

PLAN HIGHLIGHTS

Types of Coverage	Network Benefits	Non-Network Benefits
Annual Deductible		
Individual Deductible	\$0 per year	\$200 per year
Family Deductible	\$0 per year	\$400 per year
• Member Copayments do not accumulate towards the Deductible		
Out-of-Pocket Maximum		
Individual Out-of-Pocket Maximum	\$650 per year	\$1050 per year
Family Out-of-Pocket Maximum	\$1300 per year	\$2100 per year
• Member Copayments do not accumulate towards the Out-of-Pocket Maximum.		
Benefit Plan Coinsurance – The Amount the Plan Pays		
	100% after Deductible has been met for most services	80% after Deductible has been met for most services
Lifetime Maximum Benefit		
The maximum amount the Plan will pay during the entire period of time you are enrolled under the Plan	Unlimited	\$1,000,000 per Covered Person
Prescription Drug Benefits		
• Prescription drug benefits are shown under separate cover.		
Information of Pre-service Notification		
*Pre-service Notification is required for certain services.		
**Pre-service Notification is required for Equipment in excess of \$1,000.		
Information on Benefit Limits		
• The Annual Deductible, Out-of-Pocket Maximum and Benefit limits are calculated on a calendar year basis.		
• All Benefits are reimbursed based on Eligible Expenses. For a definition of Eligible Expenses, please refer to your Summary Plan Description.		
• When Benefit limits apply, the limit refers to any combination of Network and Non-Network Benefits unless specifically stated in the Benefit category.		

BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
Ambulance Services – Emergency and Non-Emergency		
	* 100%	* 100% after Network Deductible has been met
Dental Services – Accident Only		
Benefits are limited as follows: \$3,000 maximum per year \$900 maximum per tooth	* 80%	* 80% after Network Deductible has been met
Durable Medical Equipment (DME)		
Benefits are limited as follows: Benefits are limited to a single purchase of a type of Durable Medical Equipment (including repair and replacement) every three years.	80%	** 50% after Deductible has been met

THIS MATERIAL IS PROVIDED ON THE RECIPIENT'S AGREEMENT THAT IT WILL ONLY BE USED FOR THE PURPOSE OF DESCRIBING UNITEDHEALTHCARE'S PRODUCTS AND SERVICES TO THE RECIPIENT. ANY OTHER USE, COPYING OR DISTRIBUTION WITHOUT THE EXPRESS WRITTEN PERMISSION OF UNITEDHEALTHCARE IS PROHIBITED.

SFXGMTT07

BENEFITS		
Types of Coverage	Network Benefits	Non-Network Benefits
Emergency Health Services - Outpatient		
	100% after you pay a \$75 Copayment per visit. If you are admitted as an Inpatient to a Network Hospital directly from the Emergency room, you will not have to pay this Copayment. The Benefits for an Inpatient Stay in a Network Hospital will apply instead.	* 100% after you pay a \$75 Copayment per visit
Home Health Care		
Benefits are limited as follows: 60 visits per year	100%	* 80% after Deductible has been met
Hospice Care		
	100%	* 80% after Deductible has been met
Hospital - Inpatient Stay		
	100% after you pay a \$250 Copayment per visit.	* 80% after Deductible has been met
Lab, X-Ray and Diagnostics - Outpatient		
For Preventive Lab, X-Ray and Diagnostics, refer to the Preventive Care Services category.	100%	80% after Deductible has been met
Lab, X-Ray and Major Diagnostics - CT, PET, MRI and Nuclear Medicine - Outpatient		
	100%	80% after Deductible has been met
Mental Health and Substance Abuse Services - Inpatient and Intermediate		
	* 100% after you pay a \$250 Copayment per visit.	* 80% after Deductible has been met
Mental Health and Substance Abuse Services - Outpatient		
	* 100% after you pay a \$20 Copayment per visit	* 80% after Deductible has been met
Ostomy Supplies		
	80%	50% after Deductible has been met
Physician Fees for Surgical and Medical Services		
	100%	80% after Deductible has been met
Physician's Office Services - Sickness and Injury		
Primary Physician Office Visit	100% after you pay a \$20 Copayment per visit	80% after Deductible has been met
Specialist Physician Office Visit	100% after you pay a \$20 Copayment per visit	80% after Deductible has been met
No copayment applies if physician's charge is not assessed. In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: Pharmaceutical Products		
Pregnancy - Maternity Services		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each covered Health Service category in this Benefit Summary For services provided in the Physician's Office, a Copayment will only apply to the initial office visit.	Pre-service Notification is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a caesarian section delivery.
Preventive Care Services		
Covered Health Services include but are not limited to:		
Primary Physician Office Visit	100%	Non-Network Benefits are not available
Specialist Physician Office Visit	100%	
Lab, X-Ray or other preventive tests	100%	
Prosthetic Devices		
	80%	50% after Deductible has been met
Reconstructive Procedures		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary	Pre-service Notification is required for certain services.
Rehabilitation Services - Outpatient Therapy and Chiropractic Treatment		
Benefits are limited as follows: Network and Non-Network benefits are limited to a combined total of 90 visits per calendar year for any combination of the following: Chiropractic treatment Physical therapy Occupational therapy Speech therapy Pulmonary rehabilitation Cardiac rehabilitation Post-Cochlear Implant aural therapy Vision therapy	100% after you pay a \$20 Copayment per visit	* 80% after Deductible has been met
Scopic Procedures - Outpatient Diagnostic and Therapeutic		
Diagnostic scopic procedures include, but are not limited to: Colonoscopy; Sigmoidoscopy;	100%	80% after Deductible has been met

BENEFITS		
Types of Coverage	Network Benefits	Non-Network Benefits
Endoscopy For Preventive Scopic Procedures, refer to the Preventive Care Services category.		
Skilled Nursing Facility / Inpatient Rehabilitation Facility Services		
Benefits are limited as follows: 300 days per year. Facility Services are limited to 120 days per incident.	100%	* 80% after Deductible has been met
Surgery – Outpatient	100%	80% after Deductible has been met
Therapeutic Services	100%	80% after Deductible has been met
Transplantation Services	* 80%	* Non-Network Benefits are not available
	<i>For Network Benefits, services must be received at a Designated Facility.</i>	
Urgent Care Center Services	100% after you pay a \$35 Copayment per visit	80% after Deductible has been met
In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: Pharmaceutical Product		
Vision Examinations		
Benefits are limited as follows: 1 exam every year	100% after you pay a \$20 Copayment per visit	Non-Network Benefits are not available

MEDICAL EXCLUSIONS		
It is recommended that you review your SPD for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.		
Alternative Treatments		
Acupressure; aromatherapy; hypnosis; massage therapy; rolling (holistic tissue massage); art, music, dance, horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to Chiropractic Treatment and osteopathic care for which Benefits are provided as described in the SPD.		
Dental		
Dental care (which includes dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia). This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Plan as described in the SPD. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of dental caries resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Diagnosis or treatment of or related to the teeth, jawbones or gums. Examples include: extraction (including wisdom teeth), restoration, and replacement of teeth; medical or surgical treatment of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to accidental-related dental services for which Benefits are provided as described under Dental Services—Accidental Only in the SPD. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accidental-related dental services for which Benefits are provided as described under Dental Services—Accidental Only in the SPD. Dental braces (orthodontics). Congenital Anomaly such as cleft lip or cleft palate.		
Devices, Appliances and Prosthetics		
Devices used specifically as safety items or to affect performance in sports-related activities. Orthotic appliances that straighten or re-shape a body part. Examples include foot orthotics, cranial bending and some types of braces, including over-the-counter orthotic braces. The following items are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; enuresis alarm; home coagulation testing equipment; non-wearable external defibrillator; tussers; ultrasonic nebulizers; and ventricular assist devices. Devices and computers to assist in communication and speech except for speech aid prosthetics and tracheo-esophageal voice prosthetics. Oral appliances for snoring. Repair and replacement prosthetic devices when damaged due to misuse, malicious damage or gross neglect. Prosthetic devices. This exclusion does not apply to breast prostheses, mastectomy bras and lymphedema stockings for which Benefits are provided as described under Reconstructive Procedures in the SPD.		
Drugs		
The exclusions listed below apply to the medical portion of the Plan only. Prescription Drug coverage is excluded under the medical plan because it is a separate benefit. Coverage may be available under the Prescription Drug portion of the Plan. See the SPD for coverage details and exclusions. Prescription drugs for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their characteristics (as determined by United-Healthcare), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy.		
Experimental or Investigational or Unproven Services		
Experimental or Investigational or Unproven Services, unless the Plan has agreed to cover them as defined in the SPD. This exclusion applies even if Experimental or Investigational Services or Unproven Services, treatments, devices or pharmacological regimens are the only available treatment options for your condition. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in the SPD.		
Foot Care		
Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care for Covered Persons with diabetes for which Benefits are provided as described under Diabetes Services in the SPD or when needed for severe systemic disease. Cutting or removal of corns and calluses. Nail trimming, cutting, or debiting. Hygienic and preventive maintenance foot care, and other services that are performed when there is not a localized Sickness, injury or symptom involving the foot. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases, such as diabetes. Treatment of flat feet. Shoes (standard or custom), lifts and wedges; shoe orthotics; shoe inserts and arch supports.		
Medical Supplies and Equipment		
Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: elastic stockings, ace bandages, diabetic strips, and syringes; urinary catheters. This exclusion does not apply to: <ul style="list-style-type: none"> • Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in the SPD. • Diabetic supplies for which Benefits are provided as described under Diabetes Services in the SPD. • Ostomy bags and related supplies for which Benefits are provided as described under Ostomy Supplies in the SPD. Tubings, nasal cannulas, connectors and masks, (except when used with Durable Medical Equipment as described under Durable Medical Equipment as described in the SPD). The repair and replacement of Durable Medical Equipment when damaged due to misuse, malicious breakage or gross neglect and deodorants, filters, lubricants, tape, appliance cleaners, adhesive, adhesive remover or other items that are not specifically identified in the SPD.		
Mental Health / Substance Abuse		
Inpatient, intermediate or outpatient care services that were not pre-authorized by the Mental Health/Substance Abuse (MHSA) Administrator; Services performed in connection with conditions not classified in the current edition of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders. Mental Health Services and Substance Abuse Services that extend beyond the period necessary for short-term evaluation, diagnosis, treatment, or crisis intervention. Mental Health Services as treatment for insomnia and other sleep disorders, neurological disorders and other disorders with a known physical basis. Treatment for conduct and impulse control disorders, personality disorders, paraphilias (sexual behavior that is considered deviant or abnormal) and other Mental illnesses that will not substantially improve beyond the current level of functioning, or that are not subject to favorable modification or management according to prevailing national standards of clinical practice, as reasonably determined by the Mental Health/Substance Abuse Administrator. Services utilizing methadone, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclozine, or their equivalents as maintenance treatment for drug addiction. Treatment provided in connection with involuntary commitments, police detentions and other similar arrangements unless authorized by the Mental Health/Substance Abuse Administrator. Residential treatment services. Routine use of psychological testing without specific authorization; pastoral counseling. Services or supplies for the diagnosis or treatment of Mental illness, alcoholism or substance abuse disorders that, in the reasonable judgment of the Mental Health/Substance Abuse Administrator, typically do not result in outcomes demonstrably better than other available treatment alternatives that are less intensive or more cost effective, or are not consistent with:		

- Prevailing national standards of clinical practice for the treatment of such conditions.
- Prevailing professional research demonstrating that the services or supplies will have a measurable and beneficial health outcome.
- The Mental Health/Substance Abuse Administrator's level of care guidelines as modified from time to time.

The Mental Health/Substance Abuse Administrator may consult with professional clinical consultants, peer review committees or other appropriate sources for recommendations and information regarding whether a service or supply meets any of these criteria.

MEDICAL EXCLUSIONS Continued	
Nutrition	Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements, and other nutrition based therapy. Nutritional counseling for either individuals or groups except as defined under Nutritional Counseling in the SPD. Food of any kind. Foods that are not covered include: enteral feedings and other nutritional and electrolyte formulas, including infant formula and donor breast milk unless they are the only source of nutrition or unless they are specifically created to treat inborn errors of metabolism such as phenylketonuria (PKU) – infant formula available over the counter is always excluded; foods to control weight, treat obesity (including liquid diets), lower cholesterol or control diabetes; oral vitamins and minerals; meals you can order from a menu, for an additional charge, during an Inpatient Stay, and other dietary and electrolyte supplements; and health education classes unless offered by United Healthcare or its affiliates, including but not limited to asthma, smoking cessation, and weight control classes.
Personal Care, Comfort or Convenience	Television; telephone; beauty/barber service; guest services. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers and humidifiers; batteries and battery chargers; breast pumps; car seats; chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners; electric scooters; exercise equipment and treadmills; home modifications to accommodate a health need such as ramps, swimming pools, elevators, handrails and stair glides; hot tubs; Jacuzzis, saunas and whirlpools; ergonomically correct chairs, non-Hospital beds, comfort beds, mattresses; medical alert systems; motorized beds; music devices; personal computers, pillows; power-operated vehicles; radios; saunas; strollers; safety equipment; vehicle modifications such as van lifts; and video players.
Physical Appearance	Cosmetic Procedures. See the definition in the SPD. Examples include: pharmacological regimens, nutritional procedures or treatments; Scar or tattoo removal or revision procedures (such as laserabrasion, chemosurgery and other such skin abrasion procedures); Skin abrasion procedures performed as a treatment for acne; treatment of hair loss; varicose vein treatment of the lower extremities, when it is considered cosmetic; Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple; Treatment for skin wrinkles or any treatment to improve the appearance of the skin; Treatment for spider veins; Hair removal or replacement by any means. Replacement of an existing intact breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Treatment of benign gynecomastia (abnormal breast enlargement in males). Breast reduction except as coverage is required by the Women's Health and Cancer Right's Act of 1998 for which Benefits are described under Reconstructive Procedures in the SPD. Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, health club memberships and programs, spa treatments and diversion or general motivation. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded, even if for morbid obesity. Wigs regardless of the reason for the hair loss, except for temporary loss of hair resulting from treatment of a malignancy.
Procedures and Treatments	Procedure or surgery to remove fatty tissue such as panniculectomy, abdominoplasty, thighplasty, brachioplasty, or mastopexy. Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy, and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from injury, stroke, cancer, Congenital Anomaly, or autism spectrum disorders. Speech therapy to treat stuttering, stammering or other articulation disorders. Psychosurgery. Sex transformation operations. Physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. Chiropractic treatment to treat a condition unrelated to spinal manipulation and ancillary physiologic treatment rendered to restore/improve motion, reduce pain and improve function, such as asthma or allergies. Chiropractic treatment (the therapeutic application of chiropractic manipulative treatment with or without ancillary physiologic treatment and/or rehabilitative methods rendered to restore/improve motion, reduce pain and improve function). Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be dental in nature, including oral appliances; surface electromyography; Doppler analysis; vibration analysis; computerized mandibular scan or jaw tracking; orocervical therapy; orthodontics; occlusal adjustment; dental restorations. Upper and lower jawbone surgery except as required for direct treatment of acute traumatic injury, dislocation, tumors or cancer. Diagnosis or treatment of the jawbones, including Orthognathic surgery, and jaw alignment, except as a treatment of obstructive sleep apnea. Non-surgical treatment of obesity even if for morbid obesity. Surgical treatment of obesity unless there is a diagnosis of morbid obesity as described under Obesity Surgery in the SPD. Treatment of tobacco dependency. Chelation therapy, except to treat heavy metal poisoning.
Providers	Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal residence. Services ordered or delivered by a Christian Science practitioner. Services performed by an unlicensed provider or a provider who is operating outside of the scope of his/her license. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services which are self-directed to a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider has not been actively involved in your medical care prior to ordering the service, or is not actively involved in your medical care after the service is received. This exclusion does not apply to mammography, Foreign language and sign language interpreters.
Reproduction	Health services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to services required to treat or correct underlying causes of infertility. The following infertility treatment-related services: cryo-preservation and other forms of preservation of reproductive materials, long-term storage of reproductive materials such as sperm, eggs, embryos, ovarian tissue, and testicular tissue, donor services. Surrogate parenting, donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization. Health services and associated expenses for elective surgical, non-surgical, or drug-induced Pregnancy termination. This exclusion does not apply to treatment of a molar Pregnancy, ectopic Pregnancy, or missed abortion (commonly known as a miscarriage). Services provided by a doula (labor aide); and parenting, prenatal or birthing classes. Artificial reproduction treatments done for genetic or eugenic.
Services Provided Under Another Plan	Health services for which other coverage is available under another plan, except for Eligible Expenses payable as described in the SPD. Examples include coverage required by workers' compensation, no-fault auto insurance, or similar legislation. If coverage under workers' compensation, no-fault automobile coverage or similar legislation is optional for you because you could elect it, or could have it elected for you. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.
Transplants	Health services for organ and tissue transplants, except as identified under Transplantation Services in the SPD. Mechanical or animal organ transplants, except services related to the implant or removal of a circulatory assist device (a device that supports the heart while the patient waits for a suitable donor heart to become available); and donor costs for organ or tissue transplantation to another person (these costs may be payable through the recipient's benefit plan).
Travel	Travel or transportation expenses, even if ordered by a Physician, except as identified under Travel and Lodging in the SPD. Additional travel expenses related to Covered Health Services received from a Designated Facility or Designated Physician may be reimbursed at the Plan's discretion.
Types of Care	Multi-disciplinary pain management programs provided on an inpatient basis. Custodial care; domiciliary care. Private duty nursing. Respite care; rest cures; services of personal care attendants. Work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).
Vision and Hearing	Purchase cost and associated fitting charge for eye glasses and contact lenses. Implantable lenses used only to correct a refractive error (such as Intacs corneal implants). Purchase cost and associated fitting and testing charges for hearing aids, Bone Anchor Hearing Aids (BAHA) and all other hearing assistive devices. Eye exercise therapy. Surgery and other related treatment that is intended to correct nearsightedness, farsightedness, presbyopia and astigmatism including, but not limited to, procedures such as laser and other refractive eye surgery and radial keratotomy.
All Other Exclusions	Health services and supplies that do not meet the definition of a Covered Health Service – see the definition of Covered Health Services in the Glossary in the SPD. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments when: required solely for purposes of cancer, education, school, sports or camp, travel, employment, insurance, marriage or adoption; or as a result of incarceration; related to judicial or administrative proceedings or orders; conducted for purposes of medical research; required to obtain or maintain a license of any type. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. Health services received after the date your coverage under the Plan ends. This applies to all health services, even if the health service is required to treat a medical condition that arose before the date your coverage under the Plan ended. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Plan. Charges that exceed Eligible Expenses or any specified limitation in the SPD. Health services when a provider waives the Copy, Annual Deductible or Coinsurance amounts. Autopsies and other coroner services and transportation services for a corpse. Charges for: missed appointments; room or facility reservations; completion of claim forms; or record processing. Charges prohibited by federal anti-kickback or self-referral status. Diagnostic tests that are: delivered in other than a Physician's office or health care facility; and self-administered home diagnostic tests, including but not limited to HIV and pregnancy tests. Vision therapy when rendered in connection with behavioral health disorders, including but not limited to: learning and reading disabilities, attention deficit hyperactivity disorder, TBI; or dyslexia.



UnitedHealthcare®

A UnitedHealth Group Company

YOUR BENEFITS

Benefit Summary

Outpatient Prescription Drug

ASO

Oakwood

10/25%/45 Plan 0F5 Modiflex

Your Copayment and/or Coinsurance is determined by the tier to which the Prescription Drug List Management Committee has assigned the Prescription Drug. All Prescription Drug Products on the Prescription Drug List are assigned to Tier 1, Tier 2 or Tier 3. Find individualized information on your benefit coverage, determine tier status, check the status of claims and search for network pharmacies by logging on to www.myuhc.com® or calling Customer Care at the telephone number on the back of your ID card.

Annual Drug Deductible

Individual Deductible	No Deductible
Family Deductible	No Deductible

Out-of-Pocket Drug Maximum

Individual Out-of-Pocket Maximum	No Out-of-Pocket Drug Maximum
Family Out-of-Pocket Maximum	No Out-of-Pocket Drug Maximum

This summary of Benefits is intended only to highlight your Benefits for Prescription Drugs and should not be relied upon to determine coverage. Your plan may not cover all of your Prescription Drug expenses. Please refer to the Prescription Drug section of the Summary Plan Description (SPD) for a complete listing of services, limitations, exclusions and a description of all the terms and conditions of coverage. If this description conflicts in any way with the Prescription Drug section of the SPD, the Prescription Drug section of SPD shall prevail.

SFXPP0F507
Item# Rev. Date
XXX-XXXX 0908

Tier Level	Retail Up to 31-day supply	Mail Order Up to 90-day supply
	Network & Non-Network	Network
Tier 1	\$10	\$20
Tier 2	25% - \$15 minimum up to \$35 maximum	25% - \$30 minimum up to \$70 maximum
Tier 3	\$45	\$90
Diabetic Supplies	20%	20%

* Only certain Prescription Drug Products are available through mail order; please visit www.myuhc.com or call Customer Care at the telephone number on the back of your ID card for more information.

Other Important Information about your Outpatient Prescription Drug Benefits

You are responsible for paying the lower of the applicable Copayment and/or Coinsurance or the retail Network Pharmacy's Usual & Customary Charge, or the lower of the applicable Copayment and/or Coinsurance or the mail order Network Pharmacy's Prescription Drug Cost.

For a single Copayment and/or Coinsurance, you may receive a Prescription Drug Product up to the stated supply limit. Some products are subject to additional supply limits.

Specialty Prescription Drug Products supply limits are as written by the provider, up to a consecutive 31-day supply of the Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits. Supply limits apply to Specialty Prescription Drug Products whether obtained at a retail pharmacy or through a mail order pharmacy.

Some Prescription Drug or Pharmaceutical Products for which Benefits are described under the Prescription Drug section of the Summary Plan Description (SPD) are subject to step therapy requirements. This means that in order to receive Benefits for such Prescription Drug or Pharmaceutical Products you are required to use a different Prescription Drug(s) or Pharmaceutical Product(s) first.

Also note that some Prescription Drug Products require that you notify us in advance to determine whether the Prescription Drug Product meets the definition of a Covered Health Service and is not Experimental, Investigational or Unproven.

If you require certain Prescription Drugs, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Prescription Drugs. If you are directed to a Designated Pharmacy and you choose not to obtain your Prescription Drug from the Designated Pharmacy, no Benefit will be paid for that Prescription Drug Product.

PHARMACY EXCLUSIONS

Exclusions from coverage listed in the SPD apply also to this Prescription Drug section. In addition, the following exclusions apply:

Exclusions

- [Outpatient Prescription Drugs obtained from a non-Network Pharmacy.]
- Coverage for Prescription Drugs for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
- [Prescription Drugs dispensed outside the United States, except as required for Emergency treatment.]
- Drugs which are prescribed, dispensed or intended for use during an Inpatient Stay.
- Experimental, Investigational or Unproven Services and medications; medications used for experimental indications and/or dosage regimens determined to be experimental, investigational or unproven, unless UnitedHealthcare and the [Employer Legal Name] have agreed to cover.
- Prescription Drugs furnished by the local, state or federal government. Any Prescription Drug to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare) whether or not payment or benefits are received, except as otherwise provided by law.
- Prescription Drugs for any condition, Injury, Sickness or mental illness arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar laws, whether or not a claim for such benefits is made or payment or benefits are received.
- Any product dispensed for the purpose of appetite suppression or weight loss.
- A Pharmaceutical Product for which Benefits are provided in the Summary Plan Description (SPD). [This exclusion does not apply to Depo Provera and other injectable drugs used for contraception.] [This exclusion does not apply to immunizations administered in a [Network] [,] [non-Network] [Network or non-Network] [or] [a Designated] Pharmacy.]
- Durable Medical Equipment. Prescribed and non-prescribed outpatient supplies, other than the diabetic supplies and inhaler spacers specifically stated as covered.
- General vitamins, except the following which require a Prescription Order or Refill: prenatal vitamins, vitamins with fluoride, and single entity vitamins.
- Unit dose packaging of Prescription Drugs.
- Medications used for cosmetic purposes.
- Prescription Drugs, including New Prescription Drugs or new dosage forms, that [Employer Legal Name] determine do not meet the definition of a Covered Health Service.
- [Prescription Drugs as a replacement for a previously dispensed Prescription Drug that was lost, stolen, broken or destroyed.]
- [Prescription Drugs when prescribed to treat infertility.]
- [Prescription Drugs when prescribed to prevent conception, including, but not limited to, oral contraceptives, diaphragms, Depo Provera and other injectable drugs used for contraception.]
- Prescription Drugs for smoking cessation.
- [Prescription Drugs not included on Tier-1[,], [or] [Tier-2][,], [or] [Tier-3][,], [or] [Tier-4] of the Prescription Drug List at the time the Prescription Order or Refill is dispensed.]
- [Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration and requires a Prescription Order or Refill. Compounded drugs that are available as a similar commercially available Prescription Drug. (Compounded drugs that contain at least one ingredient that requires a Prescription Order or Refill are assigned to Tier-[2] [3] [4].) [Any prescription medication that must be compounded into its final form by the dispensing pharmacist, Physician, or other health care provider.]
- Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless the Plan Administrator has designated the over-the-counter medication as eligible for coverage as if it were a Prescription Drug and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drugs that are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent. Certain Prescription Drugs that the Plan Administrator has determined are Therapeutically Equivalent to an over-the-counter drug. Such determinations may be made up to six times during a calendar year, and the Plan Administrator may decide at any time to reinstate Benefits for a Prescription Drug that was previously excluded under this provision.
- New Prescription Drugs and/or new dosage forms until the date they are assigned to a tier by our Prescription Drug List Management Committee.
- [Growth hormone therapy.] [Growth hormone for children with familial short stature (short stature based upon heredity and not caused by a diagnosed medical condition).]
- [Any oral non-sedating antihistamine or antihistamine-decongestant combination.]
- [Any medication that is used for the treatment of erectile dysfunction or sexual dysfunction.]
- A particular Therapeutic Class or Therapeutic Classes. Please access www.myuhc.com through the Internet or call Customer Care at the telephone number on your ID card for information on which Therapeutic Class or Therapeutic Classes are excluded.
- [Prescription Drugs when prescribed as sleep aids.]

PHARMACY EXCLUSIONS

- A Prescription Drug that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug.
- A Prescription Drug that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug.
- A Prescription Drug typically administered by a qualified provider or licensed health professional in an outpatient setting [This exclusion does not apply to Depo Provera and other injectable drugs used for contraception].

THIS PAGE INTENTIONALLY LEFT BLANK

**MEMORANDUM OF UNDERSTANDING – DEVELOPING AND TEACHING
DISTANCE LEARNING AND ON-LINE COURSES**

The Oakwood City Board of Education (Board) and the Oakwood Teachers Association (Association) hereby enter into this Memorandum of Understanding.

This Memorandum shall be treated as part of the Agreement between the parties dated July 1, 2013 through June 30, 2016 as if written therein. The terms and conditions of this Memorandum are as follows:

1. The number of distance learning and on-line courses offered will be subject to the approval of the Principal and department chairperson.
2. Participation in distance learning and on-line courses will be voluntary on the part of Unit Members.
3. There will be no reduction in Unit Members due to offering distance learning or on-line courses.
4. Minimum and maximum student enrollment in distance learning and on-line courses will be consistent with classroom guidelines.
5. The number of hours of compensation for development of distance learning and on-line courses will be mutually determined by the Unit Member, Department Chairperson and Principal.
6. Compensation for distance learning and on-line courses developed for the Board will be at the curriculum rate of pay.
7. A Unit Member may develop distance learning and/or on-line courses and retain copyrights in accordance with Board policy. No compensation will be offered.
8. Any Unit Member who teaches a distance learning or on-line course shall be compensated as follows:
 - a. If the course is a separate preparation for the Unit Member and taught outside the school day, the Unit Member shall be compensated at 20% (1/5) of the BA base for a full credit course and 10% of the BA for a half-credit course.
 - b. If the course is not a separate preparation for the Unit Member and is taught outside the school day, the Unit Member shall be compensated at 16.7% (1/6) of the BA base for a full credit course and 8.34% (1/12) of the BA base for a half-credit course.
 - c. If the course is a separate preparation for the Unit Member and is taught during the school day, as defined in Article IV, G of the Agreement, the Unit Member shall

be compensated at 3.5% of the BA base for a full credit course and 1.75% for a half-credit course.

d. If the course is part of the assigned courses, as defined in Article IV, G of the Agreement, for the Unit Member for that semester or year, no extra compensation will be provided.

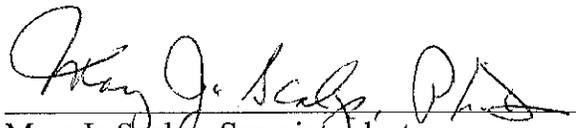
9. The Board and Association will review this Memorandum of Understanding for modification and renewal after one (1) year of actual implementation of the Memorandum of Understanding.

All other provisions of the negotiated Agreement between the parties hereto not altered by this Memorandum of Understanding are to remain unchanged.

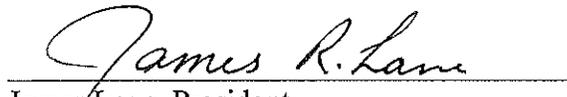
In agreement and witness to all of the above, the Board and Association respective Agents place and date their signatures.

Oakwood City Schools

Oakwood Teachers Association



Mary Jo Scalzo, Superintendent



James Lane, President

6/28/13

Date

6/28/13

Date

**MEMORANDUM OF UNDERSTANDING – EXPANSION OF JOB SHARE PROGRAM
STUDY**

The Oakwood City Board of Education (Board) and the Oakwood Teachers Association (Association) hereby enter into this Memorandum of Understanding to be effective beginning with the 2011-12 school year.

This Memorandum shall be treated as part of the Agreement between the parties dated July 1, 2013 through June 30, 2016, as if written therein. The terms and conditions of this Memorandum are as follows:

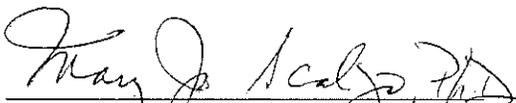
- a. A Grades 1 – 3 Pilot Job Share Program will be available for implementation during the 2013-14, 2014-15, and 2015-16 school years. This pilot is limited to a maximum of two (2) unit members.
- b. At the conclusion of the Grades 1 – 3 Pilot Job Share Program an Administration/Association committee shall convene to evaluate the effectiveness of the pilot and make recommendations for modifications, renewal or suspension of the program.

All other provisions of the negotiated Agreement between the parties hereto not altered by this Memorandum of Understanding are to remain unchanged.

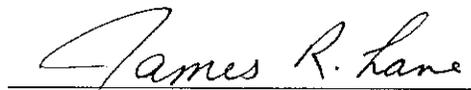
In agreement and witness to all of the above, the Board and Association respective Agents place and date their signatures.

Oakwood City Schools

Oakwood Teachers Association



Mary Jo Scalzo, Superintendent



James Lane, President

6/28/13

Date

6/28/13

Date

