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AGREEMENT

Between

CHAPTER 475

of the

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

AND

THE BOARD OF EDUCATION

of

SOLON CITY SCHOOLS

2014-15
2015-16
2016-17

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GENERAL WAGE INCREASE

EFFECTIVE JULY 1 OF EACH SCHOOL YEAR	STEPS	BASE INCREASE
2014 – 2015	FREEZE	0%
2015 – 2016	1 STEP	2.5%
2016 – 2017	FREEZE	2.5%

CLASSIFIED EMPLOYEES

Definition of Classified Bargaining Unit Employees

A regular bargaining unit employee is a 10-11 or 12 month employee, approved by the Board, who begins work as a regular employee in their department.

2. A dual-classified employee is a regular bargaining unit employee, who, if qualified, is awarded additional assignments/positions in one or more other departments, provided such assignments do not conflict with the employee's regularly scheduled hours in his/her original position. A dual classified employee's combined assignments/positions cannot exceed 40 hours per week unless authorized by the Board. *This does not exclude an employee from being awarded overtime opportunities, but such overtime shall be paid at the blended overtime rate consistent with IRS regulations. Full time assignments/positions cannot be reduced to create dual classified assignments/positions.*

A substitute employee is one who is called to work as needed to replace a regular bargaining unit employee who is on sick leave or leave of absence.

4. A temporary employee is one who is hired for a specific job for no more than 30 calendar days. The Board shall provide advance notice to the Union President as to the nature of the work and the length of the assignment.

5. Casual employees shall be employed as summer help.

6. Days, for the purposes of this contract, are spelled out in each article, whether they pertain to working or calendar days.

A substitute and/or temporary employee will not receive any benefits under this contract, or accumulate any seniority.

PROBATION

A. All bargaining unit employees hired by the board of education shall be on a 90-calendar day probationary period. The probationary period may be extended an additional 30 calendar days with notification to the Union President that includes the reason(s) for such extension. The Board shall notify the Union President when a new hire's probationary period has been completed.

B. Employees changing department or going to a higher grade shall work a 30 workday probationary period. Nothing prohibits an employee who has failed probation from applying for any position. An employee who has failed probation cannot reapply for the exact same position for ninety (90) working days.

RECOGNITION OF ASSOCIATION

The Solon Board of Education hereby recognizes the Ohio Association of Public School Employees and its Chapter #475 as the sole and exclusive bargaining representative for all employees now employed or to be employed in the bargaining unit. The bargaining unit includes all full-time and regular short-hour employees in the following positions:

<u>Secretarial/Clerical</u>	<u>Operating Employees</u>	<u>Cafeteria</u>
Secretaries	Head Custodians	Central Kitchen Hd. Cook
Bookkeepers	Warehouse Manager	Hd. Cook-Bldg. Kitchen
Clerk-Typists	Warehouse Driver	Permanent Full-time Workers
Media Aides	Maintenance Tradespeople	Short-hour Cook Operators
	AV Tech.	Cashiers, Servers
	Graphic Arts Tech.	Clean-up Personnel
<u>Information Systems</u>	Asst. Head Custodians	Assistant Head Cook
Network Technologist	(Day or Night)	
PC Technician	Maintenance/Vehicle Operator	
Technology Aide	Custodians (Day or Night)	
	Mechanics-Vehicle/Maintenance	
	Operator	
	Parking Lot Attendant	

The foregoing positions and classifications shall be exclusive of employees holding confidential and supervisory positions. Confidential and supervisory positions shall be defined to include supervisors. These positions are:

Supervisor of Buildings & Grounds	Assistant to Treasurer
Supervisor of Cafeterias	Secretary to Superintendent
Supervisor of Data Processing	Secretary to Business Manager/Business Administrator
Supervisor of Transportation	

The aforementioned exclusive recognition of the OAPSE Chapter 475 shall be for the duration of this agreement and shall be automatically renewed unless a petition is filed during the terms of the existing contract and only then if it is filed more than 90 days but not more than 120 days before the termination date of the contract.

A change in recognition for successor contracts shall be in accordance with O.R.C. Chapter 4117.

Any employee whose position becomes excluded from the bargaining unit will have until 90 days after ratification and receipt of their job descriptions to decide to remain classified or choose the exclusive position.

NEGOTIATIONS

Subject of Negotiations:

Wages, Hours, Terms and Conditions of Employment.

Procedures for Conducting Negotiations

Section 1. Negotiating Teams: The Board and the associates shall be represented by a team of negotiators, not to exceed three (3). Neither party shall have any control over the selection of negotiation or bargaining representatives of the other party, except that all negotiators shall be board members or regular employees of the district.

Section 2. Authority: While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams.

Section 3. Observers/Consultant: Each team will be permitted one observer at each negotiating session. An observer for OAPSE will be a staff member represented by OAPSE while an observer for the Board will be either a member of the Board or an administrator. The observer will not participate in the negotiations or engage in dialogue during such session. Such restrictions do not apply during caucuses.

In addition, each team may be permitted one consultant to attend negotiations meetings. The team intending to have a consultant present will notify the other team (chief spokesman) prior to said meeting. The restrictions of Section 1 do not apply to the selection of consultants. Consultants will not participate in negotiations without the prior and mutual consent of both parties.

Section 4. Submission of Issues: Issues proposed for negotiations shall be submitted in writing, by the Association to the Superintendent or his designated representative, and the Superintendent or his designee shall submit the Board's proposals to OAPSE at the first meeting for negotiations.

Section 5. Negotiation Meetings: The first negotiation meeting shall be held at a mutually agreeable time and place no later than April 15th. Length of meetings as well as times and places of future meetings shall be agreed upon at the onset of the initial meeting. All negotiation meetings shall be held in Executive Session.

Section 6. Individual Rights: All members of the Association Negotiating Committee shall have the right to express their views during negotiations and shall be free from reprisal or intimidation during and after completion of negotiations.

Section 7. Caucus: Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

Section 8. Exchange of Information: The Superintendent shall furnish the Association, and the Association will furnish to the Superintendent, upon reasonable request, all regular routinely prepared information pertinent to the issues under negotiation such as, financial condition of the district by the Superintendent or comparable wage and condition by the Association.

Section 9. Progress Reports: Periodic written progress reports may be issued during negotiations to the public provided that any such press release shall have prior approval of both parties.

The Association retains the right to issue general reports to its membership on the progress of negotiations.

Section 10. Impasse:

In the event that an Agreement is not reached by negotiations within 60 calendar days after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.

Impasse is whenever the parties have stopped talking to each other at the negotiating table or after main bargaining sessions have been held and the position of the parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

If an impasse develops between the negotiating teams, either or both parties may request that the matter be submitted to a Federal Mediation and Conciliation Service.

In case the Federal Mediation and Conciliation Service is unable to provide the service requested, then the parties will petition the American Arbitration Association for assistance. The mediator so appointed shall meet with representatives of the parties and shall take such steps as he may deem appropriate to remove the causes of deadlock and persuade the parties to resolve their differences. The mediator shall have a maximum of fifteen (15) weekdays, excluding holidays, from the time of appointment to effect a resolution of the matters at issue. Costs and expenses which may be incurred in securing and utilizing the services of the third party on the fact finding board shall be shared equally by the Board and the Association.

Section 11. Ratification:

When an agreement on the entire package is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Union for ratification and adoption and all the committee members shall recommend and urge approval. Upon approval by the Union, the agreement shall be submitted to the Board for ratification and adoption and the Board negotiators shall recommend approval. When adopted by the Board and the Union, the agreement shall become part of the official Board minutes and binding on both parties. Any agreement reached shall apply to all members of the bargaining unit.

Section 12. Publication:

Upon ratification by both parties, the completed document will be signed by the duly authorized officers of the union and the Board. The Agreement will then be published by the Board and distributed to the classified employees.

TERMS OF EMPLOYMENT—STANDARD WORK WEEK, MONDAY-FRIDAY

Classification	Hours	Time Span	Lunch Break
Custodial	40	(1) 7:00 a.m. - 3:30 p.m.	30 min.
	40	(2) 3:00 p.m. - 11:00 p.m.	Paid 30 min.
	40	(3) 11:00 p.m. - 7:00 a.m.	Paid 30 min.
		(4) 10:00 a.m. - 6:30 p.m.	30 min.
		(5) 11:00 a.m. - 7:30 p.m.	30 min.
Driver/Maintenance	40	7:00 a.m. - 3:30 p.m.	30 min.
Mechanic	40	(1) 6:30 a.m. - 3:00 p.m.	30 min.
		(2) 8:00 a.m. - 4:30 p.m.	30 min.
Maintenance Emp.	40	7:00 a.m. - 3:30 p.m.	30 min.
	40	2:00 p.m. - 10:00 p.m.	Paid 30 min.
Secretarial-clerical	35	7:30 a.m. - 4:15 p.m.	60 min.
		(Variation by school assignment)	60 min.
Cafeteria	30	7:00 a.m. - 1:00 p.m.	Paid 30 min.
Head Cook (Central Kit.)	40	6:00 a.m. - 2:00 p.m.	Paid 30 min.
(Bldg. Kit.)	30	7:00 a.m. - 1:00 p.m.	Paid 30 min.
*Library/Media Aides		Teachers' Schedule of days and hours according to building assignment. Media Aides covering two schools shall have ¼ hour added to their daily hours	30 min.
Short-hour employees, Hourly and Temporary		Hours and times varied to suit the needs of the school district and as agreed at the time of hiring or assignment	30-min. after a five hour shift.

*Media Aide and secretarial/clerical job descriptions shall be reviewed/revised with input from the Union

It is understood that Head Custodians may have need to overlap shifts. Therefore, custodial workers may be directed to report up to one hour earlier or one hour later than the times listed above.

When a custodial employee bids an 8 hour shift other than the specified hours in the above schedule, which has been agreed to by the Board and OAPSE, then:

1. A 1/2 hour unpaid lunch will be added if starting time is before noon.
2. When the majority of hours is worked past noon the second shift premium will be paid.

HIGHER CLASSIFICATION PAY

Regular employees working on a job of higher classification will receive the higher rate of pay on the fourth (4) consecutive day but will be paid to the first day worked. The higher pay rate shall be lateral on the pay scale, or the same step, in the higher grade. This higher classification pay does not apply for an employee on vacation.

B.C.I.I. and F.B.I. REPORTS

The Board will conduct B.C.I.I. and F.B.I. criminal record checks in compliance with the requirements in State law for all newly hired employees and current bargaining members.

Ohio House Bill 190-Background Check Requirements for School Employees

A. Licensed Employees:

Employees with permits, licenses, or certificates issued by the Ohio Department of Education (ODE) (i.e., Student Monitors, Educational Aides and other Paraprofessionals) must have both the B.C.I.I. background check on file with the ODE and undergo an F.B.I. criminal background check each time they renew permits, licenses or certificates with the ODE pursuant to O.R.C. 3319.291.

B. Employees Operating School Buses or Vans:

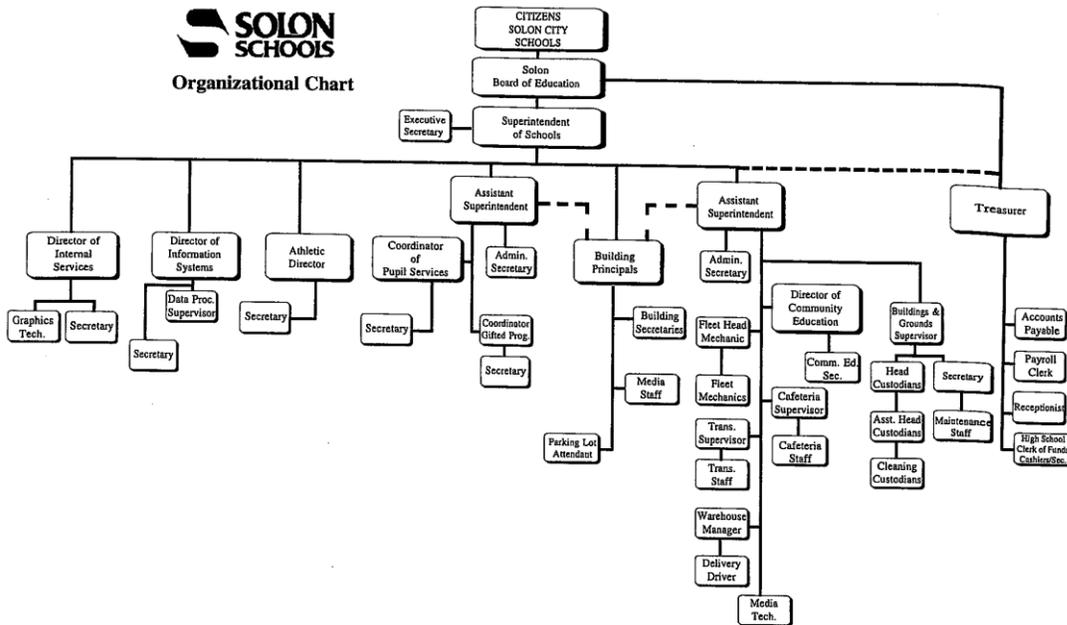
Employees operating school buses or vans under six-year certificates issued by the ODE and/or ODOT must complete both the B.C.I.I. and F.B.I. background checks pursuant to O.R.C. 3327.10 (J) upon hire and thereafter, each time they renew their certificates with ODE and or ODOT and submit these background checks directly to the District.

C. All Other Employees:

All other employees must complete both the B.C.I.I. and F.B.I. background checks pursuant to O.R.C. 3319.39 and thereafter, every five years and must submit these background checks directly to the district.

CHAIN OF COMMAND

The administration shall publish a chain of command chart, relating to position and responsibilities within the classified service and the responsibilities of those positions to the administration.



HEALTH

Good physical and mental health is a condition of employment or continued employment. The Board of Education shall assume the cost of:

- (a) A thorough pre-employment physical examination
- (b) A periodic examination designed to prevent disease and to maintain the health of the school personnel when requested by the administration

The aim of health examinations shall be:

- (a) To protect and promote the health and welfare of school personnel
- (b) To protect the health and well-being of the pupils of our public schools
- (c) To insure the employment of classified employees who are both physically fit and emotionally stable
- (d) To assure early diagnosis and correction or adjustment of health problems
- (e) To insure effective sustained personnel performance

The Board of Education shall contract with a doctor or group of designated doctors. There will be a physician in charge (medical advisor) of the health program who shall conduct the health examination. The medical advisor should be a physician trained in preventive medicine with a philosophy guided by a preventive approach to health maintenance. The results of pre-employment physical examinations shall be submitted to the Business Administrator and shall be part of the candidate's confidential official record. A periodic examination may be provided every year for employees, except bus drivers who are covered by law. The results of these subsequent periodic physical examinations shall be kept in a locked file and shall be confidential. The Business Administrator shall be notified as to the successful, or unsuccessful, conclusion of the examination. If health examination indicates a need for future medical, psychiatric, or psychological examination or consultation, the medical advisor shall so recommend to the employee's personal physician or specialist. Further examination and/or care shall be a personal matter and the cost shall be borne by the employee. The Business Administrator is authorized at any time to require any employee to submit evidence from the medical advisor that the employee's physical and/or mental health is such that he may carry on his work at a satisfactory level without endangering pupils or colleagues. The Business Administrator may also require clearance from the medical advisor for the following reasons:

- (a) Frequent absenteeism
- (b) After a prolonged or serious illness
- (c) Obvious negligence of health
- (d) For re-evaluation of recovery period

In case of disagreement between the employee's personal physician and the Board's medical advisor, the dispute shall be referred to a specialist approved by the Board of Education.

SENIORITY

Seniority is determined by the employee's first day of work as a regular bargaining unit employee in continuous status as long as the service is uninterrupted.

Approved leaves shall not constitute a break of continuous service. An employee on paid leave shall accrue seniority. An employee on Board approved unpaid leave shall not have a break in his/her continuous service, but he/she shall not accrue seniority while out on unpaid leave.

Longest continuous service will determine priority in vacation choice, job preference, and overtime rotation sequence.

Any employee returning to the bargaining unit will start as a new employee in the bargaining unit.

Substitutes or temporary employees shall not accumulate seniority toward a bargaining unit position.

Longevity coincides with seniority. Longevity payments shall be made with continuous service with the Solon Board of Education, not length of service. Employees with a break in service prior to June 30, 1999 shall be grandfathered.

JOB POSTING AND BID PROCEDURE

Job openings shall be posted at the Board of Education office and in all other buildings in the district within five (5) work days of the vacancy. Job openings are determined by the administration and any vacancy, will be posted and include the position, salary, hours of employment, location, length of time and job description and minimum qualifications. All job postings shall be sent to the Association President and shall be sent to the buildings on the Wednesday prior to the posting week. The posting shall be placed in a conspicuous place for a period of five workdays, Monday - Friday only, and filled within 10 workdays for each position.

No custodial position will begin between June 1 and the beginning of the next school year. Positions may be bid, but not officially begun until the first day teachers report.

In the event that a position is filled by an existing employee and results in a vacancy, this open position will be posted in keeping with the above provisions.

During summer recess, 10-month employees who wish to bid on any posted position shall send a letter of intent. This will cover all summer postings.

1. The vacant position shall be offered first to the employee who has indicated interest in the position if the employee is presently in the same grade as the vacant position and possesses the qualifications for said position. If more than one employee in the same grade as the vacancies apply, the senior employee will be awarded the position. An employee changing departments must have 3 years experience in that grade prior to bidding on a higher grade, except if no other employee in that department bids on the position (Grade).

If more than one employee in the same department but not the same grade as the vacancy requests a position, the employee with the highest seniority by highest grade shall be awarded the position.

Any employee who has changed departments must have three (3) years experience in this new grade prior to bidding on a higher grade, unless no other employee in that department bids on the position. If all applicants have less than three (3) years experience, the most senior applicant will be awarded the position.

2. If a position is not filled by an employee from the same department as the vacancy, current employees from other departments who have indicated interest in the position shall be considered for the post. If more than one employee applies for the new vacancy outside of the department those employees must be qualified. The senior employee who meets the minimum qualifications shall be awarded the position.

The new employee will be evaluated at the end of 30 working days. If the supervisor determines through a written evaluation the employee should not continue and/or the employee does not wish to continue in the position, the employee shall be returned to their previous position at the previous salary. The administration shall have five (5) days after the

completion of the thirty-day probationary period to meet and evaluate the employee. The evaluation shall be only on the initial thirty days.

Should the employee's departure cause staffing problems for the former department, he/she would be expected to work the previous position until a replacement can be trained for a maximum of thirty (30) calendar days.

3. If no current employees indicate an interest in the position or do not possess the qualifications for said position, the position will be filled by any qualified applicant. New employees to the district will be on a 90-calendar day probationary period.
4. Applicants for posted positions will be notified of any action taken on their applications, acceptance or rejection, within 10 workdays.

When a new employee is hired into the system, that employee shall start no higher than the third step (or step 2). If the administration needs to hire above the third step (or step 2), the administration shall meet with the Association as to the pay scale.

When an employee changes grade or department:

Calculation:

10 to 12 month, yearly base salary plus two (2) increments.

12 to 12 months, 40 hours = move laterally

12 to 10 month = 40 hours = lateral

12 to 10 month = less hours = compute base salary to hourly rate plus two (2) increments.

10 to 10 months = move lateral

*Exception: Secretarial/Clerical bidding into different Secretarial/Clerical grades and Media Aides bidding into the Secretarial/Clerical department:

10 to 12 month--his/her hourly rate equal to, or as close to without being more than

12 to 10 month--less hours--his/her hourly rate equal to, or as close to without being more than

CALL IN ABSENCES

Employees shall call their immediate Supervisor prior to being absent, with no less than one (1) hour notice.

In case of an emergency, the employee shall contact his supervisor at the earliest possible convenience.

- Transportation - 349-6250
- Secretaries - their assigned building
- Media - “ “ “
- Custodial - “ “ “
- Maintenance - “ “ “
- Cafeteria - Immediate supervisor

In the event you can't reach your building or supervisor, you must leave a message on their voice mail. Voice mail is available twenty-four (24) hours a day (349-7757).

It is the employee's responsibility to specify the reason for calling in an absence at the time of the call. If an employee fails to specify a reason, the absence will be charged to sick leave.

The Board has a recording device (voice mail) or will have a person available 24 hours a day for such notification.

DISCIPLINARY/TERMINATION ACTION PROCEDURES

Employment

The employment of every employee after completion of the initial probationary period shall be until the employee resigns or retires and the Board of Education acts on the resignation or retirement, until the employee is discharged for cause, or until the employee is laid off in accordance with the negotiated reduction in force policy and has exhausted all recall rights.

The tenure of every employee shall be during good behavior and efficient service and no such employee shall be disciplined, demoted, reduced in pay, suspended, or discharged except for just cause.

Disciplinary action may be taken for any of the following:

1. Incompetency
2. Inefficiency
3. Dishonesty
4. Drunkenness on the job
5. Immoral conduct on the job or which results in criminal conviction
6. Insubordination
7. Discourteous treatment of the public
8. Neglect of duty
9. Violation of work rules
10. Any other acts of misfeasance, malfeasance, and nonfeasance

Employees will be expected to use good judgment in areas where written rules do not exist, based on the understanding that safety of children and fellow employees must be preserved, public property must be treated with care, and the rights and responsibilities of those in authority over the workers must be observed.

Procedure

1. An employee shall be entitled to be accompanied by an OAPSE representative of his/her choice at any time he/she is required to meet with a member or members of the supervisory or administrative staff to discuss matters related to the disciplining of that employee.
2. Prior to any warning, the appropriate supervisor shall hold a meeting with the employee to discuss the issue involved. The employee may have a witness if he so requests.
3. Principles of progressive corrective action shall be followed. Corrective action shall consist of a course designed to improve the quality of the employee.
4. The measure of corrective action shall follow in the order listed below:

Step I: Preliminary Warning, Oral or Written

Information related to the incident may be recorded and a copy of that record sent to the Business Administrator. In cases of emergency, the employee shall contact his supervisor at the earliest possible convenience.

Step 2: Written Warning.

The incident shall be fully described and copies of the written warning filed with the employee and placed in and the employee's official permanent file at the Board Office. (For subsequent offenses or similar violations.)

Step 3: Suspension and Discharge

Prior to any action more severe in nature, a personal conference between the employee and the Business Administrator will be held. The employee shall be given a written statement containing the charges, the time and the place of the conference. The written statement shall notify the employee of his/her rights to the Association Representative of his choice.

No employee will be suspended or removed without the previous steps having been followed, except where the employee's presence on the job represents a clear and present danger to the work force or the student body.

When imposing discipline, the Superintendent or designee shall provide the employee and the Association with a written statement of discipline including:

- a. the grounds for the discipline
- b. the exact nature of the discipline (including specific dates where applicable); and,
- c. the employee's right to appeal

If an employee poses a serious danger to persons or Board property, the Superintendent or designee may suspend an employee with pay for up to three (3) days pending a hearing to determine disciplinary action. In all other cases, no employee shall be disciplined without a conference to give the employee an opportunity to challenge the reasons for the intended action. An employee whose actions have proven to be a danger to the work force or student body, but warrant less than suspension or discharge, may be issued a written warning without prior oral warning.

Appeal of Discipline

The employee may appeal any corrective action. Corrective action of a more severe nature may be appealed directly to Step III of the Grievance Procedure.

If the matter is not satisfactorily resolved at Step III, the employee may proceed either to arbitration or other available regulatory relief.

Personnel File

Any employee having a written reprimand in his or her file may request, after a lapse of eighteen months from the date issued, a conference with the Superintendent for the purpose of seeking removal of the reprimand from his or her file based on the employee's behavior and performance in the interim period.

After three years, and at the request of the employee, a written reprimand in and employee's personnel file will be removed if no other evidence exists that would indicate a pattern of behavior and performance that is substantiated by the written reprimand.

GRIEVANCE PROCEDURE CLASSIFIED PERSONNEL

1. Definitions:

- A. Grievance: A grievance is defined as an alleged violation of a rule, regulation or direction that alters the working conditions, salary or hours, specific article, or section of this agreement or any dispute with respect to its meaning or application.
- B. Grievant: An employee, a group of employees, or the OAPSE Association in its role as sole and exclusive bargaining representative of the classified staff.
- C. Day: A day shall be defined as a work day when employees are regularly assigned to work, excluding holidays, Saturdays, Sundays, or days when a grievant is properly excused from his/her work assignment.
- D. Immediate Supervisor: The immediate supervisor is the employee directly in charge of the grievant as per the next chain of authority.
- E. Unit Director: An employee in full charge of a support function who reports directly to a Central Office Administrator, such as the Director of Maintenance and Transportation, or Cafeteria Supervisor, or Principal.
- F. Representative: Regular classified employee of the Solon Board of Education, or an Association Representative(s) who is present at a grievance hearing to assist, support, aid, and represent the grievant in the presentation of the grievance.
- G. Administrator: Central Office Administrator in charge and/or Superintendent or both.
- H. Discipline/Termination shall be forwarded immediately to Step 3 of the Grievance Procedure.

2. Procedure:

A. Step 1:

Within seven days from the date of the event/condition giving rise to the grievance or within seven days from the date the employee knew or should have known of the event/condition giving rise to the grievance, the employee shall request an informal meeting with his/her immediate supervisor and/or unit director for the purpose of resolving the matter. The employee shall indicate that the discussion is the informal step of the grievance process. If the employee fails to request such a meeting within seven days of the event/condition on which the grievance is based or the point in time when he/she knew or should have known of the event or condition giving rise to the grievance, the grievance shall be considered waived. The employee if so desiring, shall be allowed representation.

B. Step 2:

An employee within five days after the informal meeting shall submit directly or through his/her representative his/her grievance to the Business Administrator in writing, using the grievance record form attached, in six copies, stating the nature of the problem and the resolution sought. All grievances shall be received by the grievance committee prior to Association President setting up a meeting with the Superintendent or Business Administrator. A meeting shall be held between the employee(s), his/her representative(s) totaling not more than two (2) at one meeting, other than at an arbitration, and the Business Administrator within five (5) days of receipt of the written grievance. Within five (5) days of the date of the meeting the Business Administrator shall render a written disposition stating his/her decision and reasons for it on the grievance form, four copies of which shall be sent to the employee, representative and Superintendent.

C. Step 3:

If the employee is not satisfied with the written disposition of the Business Administrator, the employee(s) shall, within five (5) days of receipt of the disposition, forward two copies of the written grievance form to the Superintendent requesting a hearing before the Superintendent. A copy of the grievance form will be forwarded to the President of the Board of Education by the Superintendent. The hearing shall be held within five (5) days of the request. The employee(s) and the employee's representative(s) shall meet with the Superintendent and the Superintendent's representative(s) to resolve the grievance. The Superintendent shall render a decision in writing within five (5) days after the hearing. Copies of the Superintendent's decision shall be sent to the Business Administrator first hearing the grievance, to the employee, his/her representative(s) and the President of the Board of Education.

D. Step 4:

In the event that the employee is not satisfied with the disposition in Step 3, the employee(s) shall notify the chapter President and the Association. The Association may submit a request in writing to the Superintendent and President of the Board of Education that the grievance be submitted to binding arbitration. The request shall be made within five (5) days of the receipt of the response at Step 3, or the failure of the Superintendent to timely respond. The parties shall immediately attempt to select a mutually acceptable arbitrator either from list to be developed by the parties or developed by the Federal Mediation and Conciliation Service and/or American Arbitration Association.

If the parties are unable to agree upon an arbitrator within ten (10) days of the request for arbitration, the grievance may be submitted for arbitration to the American Arbitration Association who will select an arbitrator. The conduct of the arbitration shall be by the rules of the American Arbitration Association.

The costs of the arbitration, excluding the individual costs of the parties, shall be borne by the Board and the Chapter. The decision of the arbitrator shall be binding and final upon the parties. The decision shall be implemented within ten days of receipt of the decision by the parties.

3. Group Grievance:

If the grievance involves employees with different immediate Supervisors, the grievance may be filed at Step 3, the Superintendent's level. If the grievance involves employees all of whom have the same supervision, the grievance shall be processed through normal channels.

4. Employee-Processed Grievance:

An employee covered by this agreement may present a grievance directly and have such grievance adjusted at Step 1 and 2 without the OAPSE Association as long as the adjustment is not inconsistent with the terms of this agreement. The OAPSE Chapter will be provided copies of any grievance filed by employees directly and any responses by the District.

Prior to any resolution of the grievance, OAPSE shall be provided with a copy of the proposed resolution for review. The OAPSE Association shall be given an opportunity to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this agreement shall be subject to the grievance procedure.

5. Grievance Witnesses:

The Board and its administration shall make available for testimony in connection with the grievance procedure any Board employee whose appearance is requested by the grievant(s) or OAPSE Association. Any employee witness required to appear in connection with this procedure shall suffer no loss of pay or fear of intimidation and/or reprisal of any kind from any of the parties either directly or indirectly connected with the grievance and his/her testimony.

6. Grievant Release Time:

The grievant shall be entitled to prepare and write grievances during their regularly scheduled hours of work without loss of pay not to exceed one (1) hour, except employees who work less than 4 hours per day.

7. Grievance Processing During Working Hours:

The grievant(s) and two OAPSE union members (employees) and the OAPSE field representative shall be entitled to process a grievance during normal working hours without loss of pay or benefits except during an arbitration hearing where more reps. may be needed.

8. Reprisals for Filing Grievances:

The grievant shall suffer no reprisals of any kind from any employee, employee group, the Board or any member of its administration or its agent for the filing of and/or processing of grievances.

Step 2
SOLON CITY SCHOOL DISTRICT

CLASSIFIED EMPLOYEES GRIEVANCE FORM
(6 copies)

Grievant's Name _____
Date Filed: _____
Date and Time of Grievance: _____
Department Employed: _____
Position Held: _____
Policy Violated: _____
Section of Policy Violated: _____

NATURE OF GRIEVANCE
(State Exactly What Occurred)
When, Where, Who, Why and How

(use back of form if necessary)

Witnesses if any: _____

Relief Requested: _____

Do You Request OAPSE Representation? Yes _____ No _____

Signature of Grievant _____

Copies to: Grievant, Immediate Supervisor, Principal, OAPSE Grievance
Committee, Business Administrator and Superintendent.

Business Administrator's Response: _____

Step 3
SOLON CITY SCHOOL DISTRICT
Superintendent Grievance Disposition Form
(Step 3)

Does Grievant accept decision of Business Administrator? Yes__ No__

Grievant's Name _____

Date Grievance Filed: _____

Date and Time of Step 3 Meeting: _____

Person in Attendance:

Superintendent's Disposition

(use back of form if necessary)

Superintendent's Signature and Date: _____

Grievant's Signature and Date: _____

Does Grievant accept decision of Superintendent? Yes__ No__

Copies to: Grievant, OAPSE Field Rep./Grievance Committee, Business
Administrator, and President of the Board of Education.
(5 copies)

LEAVES

Unpaid Leaves of Absence

Definition:

A leave of absence is understood to mean a period of extended absence from duty by an employee of the Board of Education for which written request has been made and formal approval granted by the Board of Education. The Business Administrator may, without request of the individual, grant a leave of absence to any employee because of physical or mental disability. No sick leave may be accumulated while on leave of absence.

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

All leaves of absence are without pay. Purposes for which a leave of absence may be granted:

- a. Illness
- b. Mental or physical disability
- c. Military obligation
- d. Personal business

Duration

Leaves of absence shall not be longer than one year and may be for a shorter period at the discretion of the Board of Education.

Termination of Leave of Absence

The employee on leave of absence desiring to return to service on July 1, shall notify the Business Administrator of such intention by March 31 of that year.

The individual returning from a leave of absence is entitled to resume the contract status he held prior to such a leave, providing a suitable position is available, but not necessarily the right to re-occupy the position he held at the time his leave was granted.

Physical Examination

All persons applying for leave of absence upon physical grounds must submit to examination by the school physician, or some other qualified physician appointed to make such an examination.

1. Readiness to return to a regular assignment after a leave of absence for physical reasons must be

determined by an examination by the school physician or by some other qualified physician appointed by him to make an evaluation.

2. A report of the result of each and every such examination shall be filed with the Business Administrator.

3. Final decision relative to the return of an individual to service after a leave of absence must in all cases rest with the Business Administrator.

JURY DUTY

An employee will receive his/her regular rate of pay while on jury duty. The employee is required to remit any monies received for jury duty to the Board Treasurer. Leave for jury duty shall not be deducted from any leave.

SUBPOENA

Any employee served with a subpoena resulting in involuntary absence will be paid his full salary.

ASSAULT LEAVE

An employee who is physically disabled as a result of an unprovoked assault and battery by a student or other person in or on school property, which occurs during the course of the employee's performance of his/her duties, shall be paid for time lost during the period of such disability, up to a maximum of one year.

To be eligible for assault leave pay, the employee must:

1. Furnish a signed written statement on a form to be provided by the Board, setting forth in detail the circumstances upon which the claimed leave is requested; and
2. A physician's statement as to the nature of the physical disability and its approximate duration.

Days used for assault leave shall not be charged against sick leave.

Any person receiving compensation under this section would not be eligible for lost wages under Workmen's Compensation.

PERSONAL/EMERGENCY LEAVE (See form in appendix)

Leave with pay because of necessary personal affairs will be approved by the Business Administrator. This leave shall be earned at the rate of three (3) days per year, (July 1 -June 30). Unused days of personal leave may be accumulated so that a maximum of five (5) days shall be available to an employee during a single year. If any information supplied by the employee is to be kept confidential, it must be so stated. The Business Administrator, after approval, will then notify the Supervisor of the absence to follow.

In very exceptional cases of necessity or hardship, the Business Administrator is authorized to permit additional days with full pay.

This policy is established to permit absence without loss of pay or sacrifice of sick leave time for handling unforeseen personal affairs that cannot reasonably be taken care of at other times, or by others. Acceptable reasons are listed below.

Personal leave forms should be submitted to the Business Administrator five working days prior to request for leave except for emergencies, to allow ample opportunity for channels to be followed and final approval by the Business Administrator. Reason for personal leave must be stated on the application if leave is requested with pay.

Acceptable reasons for paid personal leave are to include; but are not limited to:

Participation in marriage ceremony of self, offspring or sibling, or to be in a wedding party. Appearance in court as a litigant or witness, signing of documents to close an estate, a registered purchase or sale, moving of principal residence, adoption of a child, funerals of close friends, associates, or students, attendance at graduation ceremonies of offspring or spouse, parent-teacher conferences, observance of established religious holidays requiring abstinence from work, house emergencies, medical emergencies of pets, and other personal responsibilities which cannot be discharged by others or outside of working hours.

Personal leave will not be granted with pay for the pursuance of a private enterprise for profit, or for another employment commitment.

Personal leave may be used for routine doctor appointments. Medical appointments for the diagnosis and/or treatment of a medical illness or condition shall be charged to sick leave. The Administration shall approve personal leave for routine doctor appointments upon request.

SICK LEAVE CONSERVATION INCENTIVE DAY

All bargaining unit employees of the Solon Schools using three days or less of sick leave during a year, which is a fiscal year period starting July 1 and ending June 30 of the following year, shall be entitled to one day of unrestricted personal leave with pay, to be taken at any time during the contract year following the contract year in which it was earned. The worker taking this day shall give his immediate superior five days written notice of this intended absence.

Days taken without pay shall be considered an absence or use of sick leave for days toward the incentive day, but not officially counted as sick days.

This day shall not be counted in the days of authorized personal leave to which an employee is entitled. Application and notification, however, will be done by use of personal leave application forms, and recorded as an incentive day.

In the event an employee has to use Bereavement leave for the immediate family, the employee shall not lose his/her incentive day.

Scheduling of incentive days shall be subject to the Business Administrator's approval, similar to vacation days.

For ten-month employees, incentive days shall be used only from September 1st through May 31st.

The employee earning the incentive day shall have the option of being paid for the day or having the day off work.

Incentive days must be used as a full day. No partial day use of incentive days will be allowed.

SICK LEAVE

1. Each full-time employee shall be credited at the rate of one and one-fourth days per month. Those who work less than full-time shall be credited with sick leave for the time actually worked at the rate of one and one-fourth days per month.

2. Sick leave in accordance with Ohio Revised Code, Section 3319.141 may be used for the following upon the approval of the appropriate administrative official;
 - a. For absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicable to others.

 - b. For absence due to illness, injury or death in the employee's immediate family. For the purpose of this section, immediate family will be defined as wife, husband, children, father, mother, brother, sister, or any member of the family who has closely stood in the same relationship to the employee. Exceptions to the blood relatives must be noted on the leave form and approved.

 - c. Routine doctor appointments may be charged to personal leave.

3. An employee who reports late or leaves early due to personal illness shall have one hour of sick leave deducted from his/her pay, followed by additional one-quarter hour sick leave deductions beyond the one hour minimum.

Sick leave will not be used or allowed for employees late to work or leaving early for other reasons.

4. FMLA (Family Medical Leave Act) – Currently the law provides that an employee who has worked a minimum of one year for the district and who has worked a minimum of 1250 hours in the last twelve (12) months is eligible for up to twelve (12) weeks of unpaid leave per twelve (12) month period with Board paid medical benefits for the following qualifying reasons: Care of a newborn or recently adopted child, care of a foster child placed with the employee, a serious health condition, a serious health condition of a spouse, parent, or child. This section shall be implemented in accordance with the most recent detailed federal regulations interpreting the law.

DEATH IN FAMILY

Permission may be granted by the Business Administrator for absence not to exceed five (5) days without loss of pay in case of death in the employee's immediate family, including grandparents and in-laws. (Deduction from sick leave)

ON THE JOB INJURY

Any employee injured on the job who files a worker's compensation claim shall have the option to use worker's compensation claim or sick leave. If the employee uses worker's compensation, there will be no break in service or benefits. Benefits will continue to be paid by the Board of Education when an employee chooses to use worker's compensation in lieu of sick leave for a period of 2 months.

MATERNITY LEAVE

If an employee delivers a child, she must return to work within fourteen (14) weeks from delivery. If the employee decides to take a child care leave, she must do so in accordance with the Child Care Leave section. The first six weeks after delivery is considered sick leave. Any additional time would follow the sick leave policy. The time beyond the initial six weeks after delivery, without a note from a physician, is without pay.

CHILD CARE LEAVE

Any classified employee who has knowledge of an anticipated birth of his/her child or who has adopted a child is eligible and should be granted an unpaid child care leave.

No later than 60 calendar days before the effective day of leave, a staff member must submit a written notice of this effective date to the Business Administrator.

The leave shall be for up to one year from the date of its commencement. The employee may return anytime during that period provided that she/he notifies the administrator within 60 calendar days prior to the date that she/he wants to return.

If an employee fails to notify the office of the Business Administrator within 60 days prior to the expiration of such leave or provides notice and fails to return when twelve months from the date the leave commences, she/he shall be deemed to have resigned and the obligation of the Board to hold his/her position will cease.

Upon return from leave the classified staff member will be placed in the same or similar position for which the staff members qualify. All benefits shall be reinstated upon return. No payment is made during such leave and no credit is given on the salary schedule.

A staff member on childcare leave may purchase fringe benefits through the board at the current group rate so long as payments are made by the 15th of the month, when they are due. Upon a subsequent request, childcare leave may be renewed by the Board of Education.

OAPSE LEAVE

The Board shall approve up to two authorized delegates a maximum of three days each to attend the OAPSE Annual State Conference without loss of pay.

PROFESSIONAL LEAVE REQUEST

School Business

The Board of Education is empowered to make rules governing such absences as cited in Section 3313.20 R.C.

To attend education and business meetings, permission may be granted by the Superintendent of Schools and/or Business Administrator to attend educational or business department meetings without loss of pay.

Attendance at meetings of professional associations will be taken as professional leave, and granted under this policy.

IN-SERVICE TRAINING PROGRAMS

In-service training programs shall be developed to increase the skills and effectiveness of classified personnel after groups have met in accordance with two (2) below.

(General Understanding) It shall be the policy of the Board and the leadership of OAPSE to promote (1) the development of skills applicable to job situations within the school district and (2) the development of a fair and objective employee evaluation system for classified personnel. To these ends, committees of classified personnel are to meet with the Business Administrator to formulate plans to promote these objectives.

TRAINING REIMBURSEMENT

Staff members who are aware of workshops or in-service training which will enhance on the job performance may apply to attend such and with the approval of the Business Administrator will receive paid leave and/or reimbursement costs.

Consistent with Section 3301-83-10(D) of the Ohio Pupil Transportation Operation and Safety Rules Manual, the Board shall provide the opportunity to school bus maintenance personnel (mechanics) to participate in an annual workshop or training seminar with a minimum of four hours of in-service at their regular rate of pay.

Training Pay for online Public School Works training: Regular part-time employees taking this training outside their regularly scheduled work hours will be paid for a predetermined amount of time at their regular rate of pay at the end of each semester.

SEVERANCE PAY

Solon Board of Education will pay severance pay to each classified employee after ten (10) years of service upon separation of employment with the Solon Board of Education.

The amount of severance pay shall be payment for unused sick leave and shall be made on the basis of 100% of 100 days. The calculation shall be the gross hourly wage rate in effect at the time of separation, times the number of hours normally worked per day, times the total number of accumulated sick leave days.

Retirement: A qualifying employee upon retirement within two (2) years of eligibility will receive an additional 25% of their remaining days of accumulated sick leave with a maximum cap of 150 days. The employee must be retiring into the SERS retirement system at the time of separation.

Severance pay shall be made in one payment and shall be made only once to any classified employee.

Severance pay shall be exempt from deductions except as provided by law.

This payment shall not be subject to retirement system contributions or deductions, and shall not be used in computation of final average salary for SERS retirement benefits.

It shall be subject to all mandatory taxation and payment must be made within the framework established by law.

Employees shall notify the treasurer as to when he/she wishes to receive their severance payment. Payment must be received within twelve (12) months.

RETIRE/REHIRE INCENTIVE PROGRAM

1. Program Period: The term of the contract.
2. Eligibility: An employee must retire as soon as he/she is eligible for SERS retirement with thirty (30) years or more, or, no later than ninety days after he/she is eligible for SERS retirement with thirty (30) years. An employee may participate in this program when eligible for SERS retirement with less than thirty years.
3. Program Provisions

The employee may retire and return to work for one additional year under terms equivalent to the teachers' early retirement incentive. The following provisions apply:

- i. For 12-month employees: The employee shall return to his/her position with full medical benefits for the first 60 days of retirement. The employee will forfeit his/her pension during that 60-day period. The employee shall then work an additional 12 months without medical benefits, taking the medical benefits available under SERS. Other than medical benefits, all other Contract provisions, benefits, terms and conditions shall apply. (*longevity pay, deputy pay, etc.*).
- ii. For 10-month employees: The employee shall retire at the end of the school year, officially on June 30th. (SERS retirement must be on the last day of a month.) The 60-day break in service should be completed within the first or second week of the next school year, depending upon when the first day of school falls. The employee shall return to work for one more school year under the terms set forth above. Note: This means the employee may lose a week or so of pay. The employee will receive his/her pension effective from July 1st. (The employee may retire on May 31st, receiving his/her pension from June 1st, if doing so will result in less pay loss.)
- iii. Severance shall not be settled until the employee retires for the second time. The number of accumulated sick days shall be frozen as of the original retirement date. Those days will be available for use during the rehire year or for severance pay according to the contract. Any accumulated sick leave days used during the rehire year shall be deducted from the severance pay.
- iv. The employee will accrue sick days according to contract during the rehire year; however, those days will not accumulate towards severance pay.
- v. Seniority: An employee shall be rehired with no break in seniority for all contract provisions and benefits with the exception of job bidding into a different position, grade, classification or department. For job bidding only, the employee will be treated as a new hire. This exception does not apply to transfers.

- vi. Employees may retire a second time at any point during their rehire year.
- vii. An employee may rescind his/her retirement if he/she is rejected at the required public hearing.

A one-time incentive for employees who have passed on the opportunity above are eligible for a six (6) month retire/rehire program as follows:

1. Employee must have passed on previous opportunity to retire/rehire
2. Employee informs the Board by October 1st, of his/her intention to retire and rehire on December 31st.
3. Employee will be rehired for eight (8) months (six (6) months following the two months of benefit forfeiture).
4. Employee will leave the district on August 31. This provision will be adjusted for ten (10) month employees with regard to work months).

VACATIONS

1. Vacations for all classified twelve-month employees of the Solon Board of Education are to be taken at such time, usually between the last day of school in June and the first of September and calculated on a calendar year. Vacation is allowed during the school year if requested in advance and approved by the immediate superior, who in turn will notify the Business Administrator. New employees to the district who have served less than ten months are to receive one (1) day per calendar month worked as of July 1, and not to exceed five days. Employees who are dismissed prior to the end of the probationary period (90 days) are not entitled to any vacation.

Months of Employment as of June 30th Weeks of Vacation Earned (Credit will be given to non-retired State of Ohio, municipal, and Ohio public school employment, except for the last step.)

10 months 2 weeks
57 months 3 weeks
141 months 4 weeks
237 months (with Solon Schools only) 5 weeks

Vacation time shall be limited to four (4) weeks maximum for employees hired after July 1, 2005.

Vacation pay shall be made at the rate determined by the standard workweek for the employee.

Ten-month employees are excluded from vacation benefits.

A ten-month employee who is reclassified and placed on a twelve-month status shall be given credit for vacation purposes from the date of starting on the ten-month job, at the rate of one month credit for each month actually worked. A reclassified employee who works less than 10 months in the new position shall have their weeks of vacation earned calculated at the rate of 1/10th for each month actually worked in the 12 month job.

Example: 6 months working in a 12 month job entitles employee to receive 6/10ths of their weeks of vacation earned. 10 months or more full credit given.

2. Vacation time must be taken by January 15th of each year.
3. In the event that the administration cannot release an employee to earned vacation, that employee shall be compensated for the extra time worked at the appropriate rate of pay.
4. Vacation shall not be scheduled less than the prior day before usage.
5. Any employee on vacation shall notify the supervisor if they wish to be considered for overtime.

PAID HOLIDAYS

- * 1. Labor Day
- * 2. Thanksgiving
- * 3. Friday after Thanksgiving
- 4. Last working day before December 25
- * 5. December 25
- 6. Last working day before New Year's Day
- * 7. New Year's Day
- * 8. Martin Luther King Day
- * 9. President's Day
- * 10. Good Friday
- +* 11. Spring Vacation Day
- * 12. Memorial Day
- 13. Fourth of July

Any holiday that is in conflict with the school calendar will result in time being given to the employees at the time of his or her vacation, or during the summer, or when school is not in session.

Paid holidays for all 9 and 10 month employees according to law.

* Paid holidays for all 9 and 10 month employees.

+This day will be scheduled on Easter Monday if school is not in session. If school is in session, it shall be scheduled by the Business Administrator after consultation with OAPSE to provide a long weekend of three or four days off, in relation to Spring Vacation.

Employees must be in pay status for their regularly scheduled day prior to and subsequent to the holiday in order to be paid for that holiday.

EMERGENCY CLOSING OF SCHOOLS

On those occasions when a school or all schools are closed due to emergency closing, employees whose reason for employment is based solely on the presence of students shall not be obligated to report to work. These include cafeteria workers, library technician, media aides, and short-hour bus drivers. Other employees needed and who are asked to report will be compensated at the rate of time and one-half plus the hourly rate.

Should the emergency continue for a period so long as to require, by state law, an adjustment in the school calendar to provide additional student days, those employees not required to report on emergency days will work the adjusted school calendar without added pay.

If the Superintendent closes school due to inclement weather during the first shift, the second and third shifts will be excused in accordance with that decision. Employees asked to work will be compensated at the rate described in paragraph one.

Further, should weather or emergency conditions deteriorate on a day in which school was held, causing, for example, early dismissal or cancellations of night classes, athletic practice, etc., the second and/or third shift would be excused, if, in the judgment of the Superintendent, such a course of action is necessary for the safety of the work force. In the event that selected employees are called in on the second or third shift, they will be compensated as stated in the first paragraph above.

Further, long distance calls made for such notification will be reimbursed to the caller.

~~An employee who is on vacation shall be charged for a vacation day if it occurs on a calamity day.~~

MEDICAL BENEFITS AND LIFE INSURANCE

The Board of Education pays \$50,000 term life insurance, paid by the Board, for each regular classified employee. Life insurance coverage cannot be provided for those employees who are age seventy or older on the day such coverage would begin. This restriction does not apply to employees who are covered prior to their seventieth birthday.

Medical, Prescription Drug, Dental and Vision. Employees shall receive medical benefits with the Board paying 100% of the premium and the employees paying a contribution as noted below. The guidelines are as follows:

All regular (30 hours/wk or more) . . . The Board will pay 100% Single or 10/12 month employees Family Medical, Prescription Drug (generic incentive), Dental, and Vision.

*Transportation employees who drive two (2) hours in the a.m. and two (2) hours in the p.m. and less than two (2) hours mid-day run shall be recorded at six (6) hours work time for purposes of this section for all benefits.

All employees hired prior to July 1, 1988 who were full-time working a minimum of four (4) hours are entitled to the above, except the life insurance.

*For employees working less than six (6) hours per day but a minimum of four (4) hours per day average . . . Employees shall receive medical benefits with the Board paying 100% of the premium and the employees paying a contribution as noted below. The Board of Education will pay 100% single coverage medical, prescription drug (see coverage in prescription), dental, and vision. For employees working less than four (4) hours per day average . . . The Board of Education will pay 100% single coverage medical, prescription drug (see coverage in prescription section) for 10 months. For the other two months, the employee is responsible for the entire premium, which excludes dental and vision.

Employees shall be notified when hired by the Central Office as to signing up for coverage.

If the Board of Education wishes to change medical carriers, the same level of coverage will be secured and approved by the association.

Medical Insurance Premium/Contributions

Changes to the medical insurance program shall be effective September 1, 2011.

Monthly premium contribution: Super Med Plus

		2011 '12	2012 '13	2013 '14
Supplemental Plan	Single	\$ 42.35	*N/A	*N/A
Above \$40,000	Family	\$127.05	*N/A	*N/A
Comprehensive Plan & Supplemental Plan	Single	\$ 37.80	*N/A	*N/A
Under \$40,000	Family	\$113.40	*N/A	*N/A

~~*Employee contributions will be as noted above for 2011 '12.~~ Beginning September 1, ~~2012~~ **2013**, the rates for all employees will be ~~40%~~ **11%** of the cost of the comprehensive plan based on the rates given prior to September of each year. ~~Those rates are capped at \$64 for single coverage and \$177 for family for both 2012 '13 and 2013 '14.~~ **Beginning September 1, 2015, the rates for all employees will be 12% of the cost of the comprehensive plan based on the rates given prior to September of each year. Beginning September 1, 2016, the rates for all employees will be 13% of the cost of the comprehensive plan based on the rates given prior to September of each year.**

~~**Kaiser:** Same monthly premium as listed above under the Comprehensive & Supplemental plans, with a \$5.00 co-pay on prescriptions. After July 1, 2013 Kaiser Health Insurance will no longer be offered to employees.~~

All employees will switch to the comprehensive plan on January 1, 2013. All employees shall be subject to the spousal waiver provision beginning October 1, 2011.

Benefits include: one routine annual physical, chest x-ray, complete blood count, metabolic panel, EKG, and urinalysis.

~~Coverage for new hires is available the first day of employment with the Board. Employees monthly contribution costs associated with this coverage shall be pro-rated from the date of hire. Starting and ending dates for healthcare start at beginning of month. (e.g. Employee starts August 26th, benefits begin September 1; employee ends August 26th, benefits end September 1.~~

Spousal Waiver Coverage

If an employee's spouse is eligible to participate, as a current employee or retiree in a group health insurance and/or prescription drug insurance sponsored by his/her employer, the spouse must enroll in such employer sponsored group insurance coverage(s). The spouse may enroll in single employer-sponsored group insurance coverage(s); the spouse is not required to enroll in family coverage.

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

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

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

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

- 1) Any amounts to be reimbursed by the employee may be deducted from the benefits to which you would otherwise be entitled.
- 2) In addition, the employee's spouse will be terminated immediately from the Board's group health insurance and/or prescription drug insurance coverage. If an employee submits false information, he/she may be subject to disciplinary action by the Board, up to and including termination of employment.

Spousal Waiver Retiree Surcharge

For retired spouses:

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

Prescription Drug Coverage:

*Regular:

0 – Generic

10% –Formulary (Preferred Brand), when no generic available

15% –Non-Formulary (Brand), when no generic available.

*Mail Order (90-day supply) with dollar cap:

\$0- generic

10%- Formulary (Preferred Brand), no generic available. Cap is \$20 for a 90-day supply.

15% –Non-Formulary (Brand),no generic available. Cap is \$46 for a 90-day supply.

Mail Order Incentive: Mandatory mail order will be required after the third fill within 180 days of the same medication (maintenance medication) at the retail level. If the employee chooses to purchase a maintenance medication from a retail pharmacy instead of mail order, they will be charged a co-payment each time. The co-payment for a generic drug is 20%, a formulary drug is 20%, and a non-formulary drug is 30%.

Generic incentive: If an employee elects Formulary (Preferred Brand) or Non-Formulary (Brand) when a generic is available and there is no approved medical reason for said election, the employee shall pay the difference between the generic and the Formulary and/or Non-Formulary Brand. Out-of-pocket prescription costs are capped annually at \$1,000 for single and \$2,000 for family.

If your physician prescribes a brand name drug that does not have a generic counterpart, your co-pay will be the 10% for Formulary and 15% for Non-Formulary. If using mail order, the corresponding dollar caps for a 90-day supply will apply.

Dental coverage for dependents ends at 23 years of age.

EyeMed Vision. (It is understood that the level of vision benefits is the same as current benefits if in network. There is a cap for doctors out of network. Prescriptions must be filled at Eye-Med Network locations to receive at least the same level of benefit). The Health Committee shall review the vision program after 6 months.

Flexible Spending to shelter medical costs: The Board will maintain, for interested bargaining unit members, and provide a premium pass through account, a health care account, and a dependent care account. Enrollment shall be during the Board's annual open-enrollment period.

- Monthly administrative fees shall be paid by the plan participants
- The plan coordinator shall be selected by the Board
- The plan shall conform to IRC 125 requirements
- The health care and dependent care accounts shall be limited to the amount allowed by law
- New hires shall be eligible to participate for the balance of a plan year in the year of employment provided they enroll within thirty (30) days of initial eligibility of benefits

- All other employees who have not previously enrolled in the plan must wait to enroll during the open enrollment period
- Administrative issues relating to the operation of the plan shall be resolved through designees of the Superintendent and the Association President

Health Insurance Committee: This joint committee shall be established following ratification of this agreement.

COBRA

Under COBRA (Federal Law), an employee is entitled to a continuation of his/her level of health insurance benefits for up to eighteen months following the date that the employee loses coverage due to a reduction in hours, layoff, unpaid leave or termination of employment with the Board. COBRA rights also extend to spouses and dependents of employees for up to thirty-six months when their status changes, causing them to lose eligibility for Board paid benefits. To continue coverage, the employee (or spouse or dependent) must remit the monthly premium plus a small administrative fee to the Board at the stipulated times. The Board is required to notify the employee in writing of his/her COBRA rights and payment terms within thirty days of the date the employee loses coverage.

SALARY CHECKS

Employees of the Board of Education shall be paid in accordance with schedule or dates as presented to the Board at the start of each calendar year, subject to any change deemed necessary by the administration due to holidays, clerical requirements, etc.

Deductions as required by law, or as designated by the employee will be made from checks. Such deductions shall include, but not limited to: Item paycheck

Federal Withholding Tax Each Pay
 State Withholding Tax Each Pay
 City Income Tax Each Pay
 Life Insurance 15th of the Month
 Solon School Emp. Cr. Union as Requested
 Series "E" Government Bonds as Requested
 OAPSE Dues as Requested
 P.E.O.P.L.E. Deduction as requested
 Hospital Insurance when required
 Additional Life Insurance as Requested
 Tax Sheltered Annuities as Required
 Other as Requested

DUES DEDUCTIONS

1. Dues:

The Board will deduct Association dues from an employee's pay provided that the individual authorizes such deduction in writing. The dues are to be equally deducted from nineteen (19) pays starting with the second pay in September. Chapter dues are to be deducted from the first pay in October.

Individual dues deduction authorizations shall remain in full force and effect for a period of one year, during the period beginning June 1 and ending June 10. If the dues deduction authorization is not revoked in writing to the Chief Fiscal Officer of the school district (33800 Inwood Solon, OH 44139), the O.A.P.S.E. local Treasurer, and the **OAPSE State Office (Ohio Association of Public School Employees, 6805 Oak Creek Drive, Columbus, OH 43229-1591)** during this period, it shall remain in effect for an additional period of one year. It shall be the Association's obligation to supply the Treasurer no later than September 30 with information for the current year's deduction including members' names, work assignments and total amount to be deducted from each individual's pay. The Board's obligation under this provision shall cease in regard to any individual who leaves the Board's employment.

The Association agrees to indemnify and hold the Board harmless against any and all claims that arise out of, or are in any way related to, the deduction of dues pursuant to this Article.

2. P.E.O.P.L.E. Deductions

With proper written authorization, the Board agrees to deduct for P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality).

BASIS FOR PAYMENT

The salaries listed in the schedules are for the full period of one year, but does not guarantee one year of employment, and are subject to such vacations and other privileges that may from time to time be granted.

Payment of salary of personnel shall be every other week. Yearly salary notification shall include:

- a. hourly rate
- b. number of sick days accumulated
- c. number of vacation days earned
- d. classification
- e. number of paid holidays
- f. number of days worked per year
- g. number of months worked per year

Increments/Steps

Increments/Steps are awarded in accordance with the provisions made within the salary schedule. They are awarded on the first day of July each year.

Computation of Day's Pay

The basis for computing a day's pay shall be the employee's annual salary divided by the number of his/her work hours including holidays in the year and multiplied by the hours worked in a day.

Reduction in Pay

An employee working less than the prescribed number of hours (40) in the work week shall have his pay reduced by his hourly rate except:

1. Hours not worked due to illness or other causes as provided by State statute as paid released time.
2. Hours not worked for which prior approval for absence or reduction of assigned work week hours has been granted by the office of the Business Administrator.

Payment on Time Clocks

Time clocks are to be used for pay purposes. Employees using the time clocks shall only punch their time cards. Custodians who may leave the building for non-work reasons must punch in and out.

Purposeful failure to clock in or out may result in disciplinary procedure. Persons clocking other employees in or out for the purpose of giving time will face the same procedures.

PAY PERIODS

Ten and Twelve Month Employees Salary

Twelve month employees shall receive their wages in twenty-six equal payments, adjusted by earned overtime or wages lost due to absence. Ten-month employees may elect to take his/her wages in twenty-six equal installments, adjusted as above, provided the employee requests this in writing, to the Treasurer, prior to August 15, each year. (Such election to receive payment over a twelve-month period shall in no way alter the ten-month status of the individual making this request, and shall be done solely at the request of the employee to suit his/her personal needs.) Short hour transportation employees shall be paid on an hourly basis only, and shall not have wages paid over twenty-six pays.

LEAVE CALCULATION

For all leaves, the time used shall be incurred at quarter-hour increments, with a one-hour minimum amount.

SALARY AGREEMENT

Longevity pay shall be earned commencing on the first day of the pay period immediately following the appropriate anniversary of the worker's day and month of starting employment.

Cost of the Abstract of Record and CDL, (the difference between regular license and Bus drivers license), required by the State of Ohio for all employees driving school-owned vehicles for the transportation of pupils, shall be paid from public funds by the Board of Education.

In the event that the Solon Board of Education should find it prudent and in the best interests of the district to grant a one-time wage increase to its employees, such an increase shall apply systematically to both teaching and non-teaching employees in all classes and grades, and shall be related to the percentage of full-time employment for which the employee has been hired.

SALARY SCHEDULES FOR CLASSIFIED EMPLOYEES

Copies of the current salary schedule for classified personnel shall be available in the office of the Business Administrator

COMPENSATORY TIME

Bargaining unit employees who work more than 40 hours per week and are requested to work overtime will be compensated at 1-1/2 times the regular hourly rate of pay. If the employee elects, he/she may take compensatory time off in lieu of overtime pay for any overtime worked. Such compensatory time should be granted by the Business Administrator on a 1-1/2 basis at a time mutually convenient to the employee and the supervisor. No overtime can be paid or compensatory time credited unless it has been authorized by the Business Administrator in advance of time worked. Compensatory time will be charged at the number of hours taken and additional minutes will be charged at the rate of 0-30 minutes (1/2 hour, 30-60 minutes, 1 hour, etc.).

Compensatory time must be taken within the July 1st - June 30 school year. The maximum amount of compensatory time that may be taken is 40 hours. If time is accrued past 40 hours, it must be taken in compensation. All compensatory vacation is subject to the vacation schedule portion of this contract. Compensatory time not taken by the employee as vacation maybe converted to pay on the 15th of any month with proper notification.

Compensatory time shall only pertain to 12-month employees.

Compensatory Time for Less than 40 Hours/Week Employee. Any twelve (12) month employee working less than 40 hours per week shall be able to earn compensatory time at the rate of one (1)

hour for each extra hour worked up to a maximum of their standard work week. Hours beyond 40 hours in one week are earned at 1 1/2 times as similar to above.

JOB DESCRIPTIONS

The administration shall publish job descriptions for all positions in the classified service, and make them available to employees on request. Any changes in the job description which affects the working conditions of bargaining unit employees shall be discussed with the union.

Training

Any personnel new to a department or a building will be trained by the supervisor of that employee's shift, under the direction of the head custodian/supervisor within 30 calendar days.

QUALIFICATIONS FOR EMPLOYMENT

All employees shall have the qualifications necessary to most satisfactorily meet the demands of their respective positions, as stated in the job description for the position.

EVALUATIONS

The Business Administrator may request from professional administrative personnel and/or department heads, such reports as are necessary to evaluate the services of employees.

The form used for evaluation will be prescribed by the administration, with appropriate input from OAPSE. At anytime that OAPSE wishes, a committee shall be convened, to consist of an equal number of employees and administrators, to examine and revise this form, meeting at a mutually agreeable time and place.

No evaluations of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements but shall only be based upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in their personnel file.

A labor management committee will discuss and revise the evaluation form currently used in the contract.

SUBCONTRACTING

The Board of Education will not use outside services as a means of getting services if such use leads directly to layoffs, or abolition of job titles. No reduction in force action will be manipulated to force workers off jobs as a substitute for discharge for cause. The Board of Education will not use outside services that are performed by bargaining unit employees.

OVERTIME PAY

The established work week for each job classification is recorded in the appropriate part of this agreement dealing with that classification. The salary or wage agreed upon is the total compensation for that work week.

Eligibility for overtime pay is based on the employee working beyond the standard workweek. For work beyond the standard week, the employee shall be entitled to additional compensation.

For work beyond the standard week, but for a total of forty or fewer hours, payment at the regular hourly wage shall be made.

For work beyond forty hours, payment shall be made at one and one-half times the regular wage.

For work on Sundays and negotiated holidays, two times the regular hourly rate shall be paid.

Computation of hours worked shall include, using the hours in the standard work day for that employee, days of approved professional leave, days off due to negotiated holidays, and days on which the schools were closed due to emergency weather conditions. In addition, in any one week, no more than one day of approved personal leave or sick leave taken by the worker may be included in the computation of hours worked toward the forty-hour eligibility for premium pay. As stated elsewhere in this agreement and in law, no abuse of sick leave privileges may be tolerated, and falsification for sick leave purposes is grounds for dismissal.

Overtime worked shall be computed in units of one-quarter hour, with wages calculated on this basis. Overtime must be approved and assigned by the appropriate supervisor.

There shall be a minimum of two hours "show-up" pay allowed employees called in to respond to unusual and emergency situations, at appropriate rates of pay, according to the terms described above.

Because special needs of school programs and the need to protect public property frequently require work beyond the standard work week, the Board of Education and administration have the right to expect any employee to put in a reasonable amount of overtime work, based on a reasonable notice to the worker of the necessity for this overtime.

Any short hour employee wishing extra work (substitution) should place a letter of intent both with the Business Administrator and OAPSE President stating such intent. Employee must be aware that extra hours cannot conflict with their normal work hours, and total hours worked cannot exceed 40 hours per week.

Specific procedures for each department are located in that section of the contract.

DRUG AND ALCOHOL TESTING

Both O.A.P.S.E. and the Solon Board of Education recognize that illegal drug usage and impairment due to alcohol are threats to the safety of our students, employees and the public. The parties pledge to take the necessary steps to make the Solon Board of Education a safe, drug free service operation. The goal of the drug and alcohol testing program is prevention and rehabilitation.

1. A random drug and alcohol testing program which complies with federal law shall continue in effect for all employees who possess a CDL, or who may transport students.

The requirements for random drug screen are 50% of eligible employees, and 50% for the alcohol screen. It has been agreed that all randomly tested employees shall be screened for both drugs and alcohol. In return, all randomly tested employees shall receive one hour pay for the tests.

2. Employees will be required to submit to a drug test and an alcohol test when any of the following occur:

- a. An accident.

- b. The transportation supervisor has reasonable suspicion that an employee is under the influence of drugs or alcohol.

3. Prior to testing, an employee may reveal any prescription drug and supply a physician's statement within 72 hours. Consideration in the determination of potential work rule violation(s) will be given if the drug is properly prescribed.

4. An employee who is required to submit to a drug/alcohol test under the conditions set forth in B above or mandated re-testing will be permitted to have an Association representative present during the testing. The Union representative shall not suffer any loss of pay. The Administration shall select either the Association President, Vice President, or official Department Representative to represent and accompany the employee.

5. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in testing. All tests will be conducted using chain-of-custody procedures whereby all specimen samples are sealed, labeled and checked against the identity of the person being tested. Samples shall be stored in a secured and refrigerated atmosphere until tested.

6. All testing procedures that are required by federal law shall comply with federal law. Tests will be analyzed by a NIDA certified laboratory.

7. If the test is negative, all employee testing time shall be paid at the employee's regular rate of pay. This testing time pay is only for those employees required to take the test due to letter B above, random testing pay is in letter A above.

8. The employee is responsible for understanding the reaction to, and the implications of, medicines prescribed by a physician. Over-the-counter medications are also under this responsibility.
 - a) Non-transportation employees shall be afforded the opportunity for treatment.
 - b) Transportation employees, who reveal drug or alcohol problems prior to being called for a random test, shall be afforded the opportunity for treatment.
 - c) Transportation employees who reveal drug or alcohol problems after being called for a random test, or test positively, shall face dismissal from employment.
9. All information regarding drug-testing results will be kept confidential and maintained in a separate health file.
10. Employees retain all due process, rebuttal, and other civil and contract rights.
11. Any employee who works for the Solon Board of Education and holds a CDL or who may transport students will be included in the random drug testing.

CAFETERIA

Supervision

Cafeteria employees are directly responsible to the Food Service Supervisor, who is responsible to the Business Administrator.

Qualifications for Employment

Cafeteria employees must be acceptable to and approved by the Food Service Supervisor. All cafeteria employees are required to submit to such physical examination as necessary to determine their freedom from physical illness which would endanger children using the cafeterias. The Business Administrator shall make such arrangements as are necessary for these examinations and may suspend any employee who does not comply with this requirement.

Cafeteria employees shall be governed by the standards set forth by the County Health Department.

Standard Work Week

Full-time cafeteria employees are those who work six hours or more per day, 30 or more hours per week, student days plus two additional days for opening and closing of cafeterias. A regular short hour employee is someone who works less than 30 hours per week.

Working hours for all cafeteria employees as agreed upon at the time of hiring or assignment shall be set by the Food Service Supervisor with the approval of the Business Administrator.

In case of absence, all cafeteria personnel will notify their supervisor in sufficient time so that a substitute can be secured. Substitutes receive least amount of hours on a job location unless bargaining unit employees refuse.

Basis for Payment

All cafeteria employees shall be paid every other week. Salaries shall be fixed in accordance with the salary schedule by the business administrator upon recommendation of the Food Service Supervisor, subject to the approval of the Superintendent.

Each cafeteria employee receiving S.N.A. certification shall be compensated by adding to the base rate, or in a lump sum payment in the June 30th pay if newly certified, the annual amount of \$300 (2011-2014).

In Service Training

The Board will pay for one in-service training day prior to the start of school, and such other in-service training programs necessary to increase the skills and effectiveness of cafeteria personnel. This educational opportunity will be available to expand knowledge about such topics as the National School Lunch Program, safe food handling, food-borne illness control, nutritional requirements of school lunch, safety and security. The in-service program will also include information and training particular to work in food service operations: Heavy equipment, safety procedures, and security. If a Grade III or IV employee wishes to be trained for a Grade II position, the employee will be rotated as a Grade II substitute.

Cafeteria Uniforms

The administration has agreed to provide four uniforms to each worker, to be replaced approximately every two years. This may mean two one year, two the next, or any other method, but not to mean four uniforms every two years.

Cafeteria Kitchen Use by School and Community Groups

Eligible organizations wishing to use a cafeteria kitchen in conjunction with other approved use of a school building may do so upon arrangement with the Food Service Supervisor and Business Administrator.

In order to safeguard equipment and stored food and to preserve the welfare of students by observation of strict sanitation procedures, if the usage involves any equipment normally used in the process of preparation or handling of food for the school lunch program, an approved cafeteria worker employed by the Solon City School District, shall be on duty for a period of time considered necessary by the Food Service Supervisor during and after the school or community group usage.

The cafeteria worker shall be in charge of the kitchen and its equipment and is empowered to make necessary decisions regarding its use. The Board employee shall assist the participating group in the preparation of food, as well as supervising the kitchen area.

Extra Time/Overtime

Extra time is any time worked beyond regularly scheduled hours for short hour employees up to forty hours (40)

Rotation of overtime or extra time will be per building on current seniority list.

Regularly scheduled time cannot be altered to avoid extra time.

Banquet Hours-All Schools

There shall be two lists:

1st List: Shall be for Grades I, II & II-A

2nd List: Shall be for Grade III & Grade IV.

Grades I, II & II-A rotation shall be for employees for banquets.

If a banquet requires a Grade III or Grade IV employee, than the second list shall be used.

Grade III or Grade IV employees after completing a training program, shall be moved on the Grade II list (See in-service)

If more banquet employees are needed, then cafeteria employees from other schools will be asked on seniority basis using a rotation list.

CUSTODIANS

Head custodians are responsible to the principals/Business Administrator. Assistant custodians and cleaners are responsible to the head custodian. In the absence of a head custodian, the assistant head custodian will be required to assume duties on that shift.

Custodians - When Building is in Use

- A. A custodian will be on duty whenever a building is in use other than the standard work week, with the following exceptions:
 1. Individual Solon teachers, administrators, other employees working in the school offices and classrooms.
 2. Individual Solon teachers working with groups of students numbering 5 or fewer students.
- B. All Head and Assistant Head Custodians will have a valid boiler license. Any person wanting to apply and receive a Head or Assistant Head Custodian position must also possess a valid boilers license. The Board will, when reasonable, offer opportunities through adult education or other avenues for current employees to obtain their license. The employee bidding for one of the above positions shall possess the appropriate boilers license at the time of the bid.
- C. Head Custodians conducting normal checkout inspections of buildings on weekends or holidays shall be entitled to two hours of pay, at their regular hourly wage rate determined by their position on the salary schedule for each day the building is inspected. In the event the Head Custodian is unavailable, the Assistant will take over. If the Assistant is unavailable the next senior licensed person will take over.
- D. Overtime for Custodial Personnel
 1. Because special needs of school programs and the need to protect public property frequently require work beyond the standard work week, the Board of Education and Administration have the right to expect any employee to put in a reasonable amount of overtime work, based on a reasonable notice to the worker of the necessity for this overtime.
 2. Custodial overtime must be offered to personnel within the building. That overtime will be rotated by using a seniority list. Short-hour custodial employees in a particular building shall be offered the extra time prior to going outside the building for additional help. In the event no personnel are available to work, the Head Custodian will call custodians, full time or short-hour, from other buildings per a master seniority list. A Custodian interested in working overtime in other buildings shall notify each building Head Custodian in writing of his/her interest in system overtime by August 31st. If there is a general refusal, then the overtime coverage shall be assigned for that building without the right of refusal. Work hours shall not be altered to avoid overtime.

All head and head night custodians will be on the rotation list. For the Saturday and Sunday overtime list, the person who is first up on the rotation list has his/her choice of any work slot for the day that they are up for, as long as they are qualified to work the slot (i.e. - boiler operator), daily overtime, and so on down the list. Monday - Friday shall be rotated.

3.) Overtime High School Custodial Personnel

- a. There shall be two (2) rotation lists used during the heating season (October 1 thru May 31) One list for boiler operators, the second for all custodians.
- b. One list shall be used when boilers are not in use (June 1 thru September 30). These two (2) lists shall be for the purpose of time and half (1-1/2).
- c. Sundays and paid holidays shall be rotated using the above criteria in paragraphs #1 and #2. Another two (2) lists shall be used for the purpose of double time.
- d. Overtime shall be posted on Tuesday and responded to by Thursday morning, end of 3rd shift.
- e. Any additional building usage that comes in after Tuesday of each week, that cannot be covered by employees already working, will be offered to the next employee on the rotation list. Employees not accepting that overtime will not be charged a "no" on the rotation list after Thursday morning. Employees working the additional overtime slots will be charged.
- f. Employees not accepting emergency overtime, will not be charged a "no", only the employee accepting the overtime will be charged on the overtime list.
- g. When an employee is asked to work out of rotation because of additional building usage (paragraph E) or emergency situation (paragraph F) that will not alter the normal rotation list.

4) Other Schools

- a. All Sundays and paid holidays will be on a separate rotation list.

5) Summertime Hours

All second shift employees other than the high school shall work the first shift hours until the first Sunday in August . On the first Monday in August, all employees shall return to their regular shift.

High School - All custodial personnel shall work the first shift hours as above, except the least senior Assistant Head Custodian and the **five(5)** least senior cleaning custodian shall work the second shift. **These six second shift positions shall be first offered to volunteers based on seniority.**

6) Union Meetings

Custodial staff will be allowed to attend Local 475 Union meetings. Employees have the choice of using vacation or personal leave, making up the time or taking the time unpaid.

7) Spring and Winter Breaks

A consensus of each building will be made by the employees as to which hours they would like to work for Spring and Winter Break for 1st, 2nd, or 3rd shift.

Pool Work Stipend

An additional pool stipend of \$50 per year will be given to any individual working in the high school that has the pool certification. No individual whose regular assignment is outside of the high school shall receive this stipend. The individuals who receive the full pool certification stipend must work in the pool area and perform the appropriate tests and actions required of the certification.

Work Uniforms

The Board of Education will absorb the cost for rental or purchase of uniforms for custodians and maintenance personnel as approved by the Business Administrator under direction of the Superintendent. Inclement weather gear and boots are to be provided by the Board of Education for vehicle maintenance department employees. All employees of groups provided with uniforms, if they have been purchased or rented for them, are required to wear them on the job.

Training

Any personnel new to a department or building will be trained by the supervisor of that employees shift, under the direction of the head custodian within 30 calendar days.

Boiler Operators Training Program

Employees seeking state standard boilers licenses shall have the approval for such training by the Business Administrator. Employees may not sign for boiler licenses, without prior consent of the Business Administrator.

Employees wishing to obtain a boiler license shall meet with the Business Administrator and the Supervisor of Buildings and Grounds to discuss the process for acquiring the 300 or 600 hours of required "hands on" work with boilers. The Administration shall arrange a work schedule with a head custodian or assistant head custodian for the employee. Part of the training must include the summer cleaning of boilers.

Special Conditions of Employment Relating to Third Shift,
Solon High School

A third shift may be established at the high school only, with employees' normal working hours from 11:00 p.m. to 7:00a.m. daily, and the normal work week starting 11:00 p.m. on a Monday, and ending at 7:00 a.m. on Saturday. The normal eight-hour shift shall include a 30-minute lunch break, which shall be taken in paid time. For purposes of calculating Holiday Overtime pay, the date of the shift shall be the date of its starting time. For example, the shift, which starts on the Wednesday before Thanksgiving Day, shall be considered a Wednesday shift, and shall be compensated at the usual rate of pay for non-holidays.

Workers on this shift shall retain their present rights to overtime opportunities and the high school Head Custodian shall maintain an overtime rotation list which will contain the names of all employees regardless of shift assigned.

The third shift will be staffed by persons indicating willingness to take this assignment, starting with the high school staff, and extending to other buildings if necessary to obtain a staff of four persons. One of these persons shall be designated Assistant Head Custodian, third shift, and shall be paid on Grade II of the Operating Employees Salary Schedule. This Assistant Head Custodian shall make the duties and assignments of individual custodians on the third shift, with the approval and assistance of the Head Custodian.

The duties of the third shift shall be devoted to the cleaning of the building. Their presence shall not be used by the Administration or Board as a means of extending the hours of school programs, regular, extracurricular, or public use, other than those several programs, which have previously extended past 10:30 p.m. as a matter of course.

Workers assigned to the second or third shift on a permanent basis shall be compensated at their usual rate of pay plus an hourly flat rate shift differential to be added to their usual hourly rate of pay. This shift differential shall be paid even when a third shift worker is temporarily assigned to another shift, such as during school vacations. A worker temporarily assigned to this shift will be paid the shift differential only for the actual hours worked on this shift.

Any second or third shift worker who works overtime will be paid the shift differential but not at the time and a half amount. The shift differential will be paid for the total number of hours worked.

CUSTODIAL SEPARATION INCENTIVE

Grade I, II, and III custodial employees, who retire by June 30th of the year they become eligible to retire, will be given the following incentives per grade:

Grade I employees	\$9,000.00
Grade II employees	\$8,000.00
Grade III employees	\$7,000.00

Note: If a custodian takes this incentive program, he/she cannot participate in the Retire/Rehire Program.

The custodial separation incentive shall not be offered after June 30, 2017.

On June 1, 2004, nine employees will be retained in the Grade III classification in the following locations:

School	Number of Grade III's
High School	3
Dual School	2
Orchard	1
Lewis	1
Arthur Road	1
Roxbury	1

Additionally on June 1, 2004, all current (7-1-99) Grade III custodial employees who are not one of the nine above mentioned Grade III's will be grandfathered as Grade III's in position and in salary until they leave employment with the Solon City Schools. Once a grandfathered custodian leaves his/her position the position will no longer be grandfathered, and the position will become a Grade IV. The grandfathered Grade III employees shall receive their salary on the Grade III schedule.

Grand-fathered Grade III Custodians can bid on any vacant Grade III/IV position that is put up for bid. As Grade III Custodians complete their moves through the bidding process, the last open Grade III position that remains unfilled shall become a Grade IV Custodial position. This process of bidding Grade III/IV positions shall continue until the total number of Grade III positions reduces to nine. If one of the mandated Grade III positions listed above remains unfilled, the Administration may make an involuntary Grade III transfer in reverse seniority order. If more than one mandated Grade III position is unfilled at the same time, the positions shall be offered by seniority among the least senior Grade III Custodians.

When the number of Grade III positions reduces to nine, Grade IV Custodians will be able to bid into Grade III vacancies that arise.

GRAPHICS

The current (7-1-99) graphics employee may be moved to the maintenance department in his current salary. The current salary is equivalent to the Grade II salary schedule in the maintenance department. He will be classified under Grade IV in the maintenance department for bidding purposes only. (This section is in the maintenance section as well).

GRAPHICS SALARY SCHEDULE

The hours of the Dispatch and Routing position shall be increased from 7 hours per day to 8 hours per day. In addition, this position shall be provided the Transportation Supervisor Deputy Pay of 2%. The rates associated with this position will be reflected in the Transportation Department Salary Schedule.

SECRETARIES

Secretaries shall be defined to include Grade A, Pay Range I, II, and III, Grade B, and Grade B on the Treasurer's salary schedule for grandfathered bidding purposes. (see Treasurer's department section).

All clerical employees are responsible to the administrator or supervisor to whom they are assigned. Secretaries will notify the appropriate administrator or supervisor to whom they are assigned, in case of absence.

Standard Work Week and Terms of Employment

The opening and closing hours of work for all secretaries in the buildings shall be set by the building administrator. The opening and closing hours for secretaries in the Board of Education offices shall be set by the Business Administrator or by the administrator in charge of such workers.

The standard workweek for secretaries will be five equal days, seven hours each day, thirty-five hours a week. This will not include lunchtime of one hour.

Payment of salaries of clerical personnel shall be made every other week.

Ten-month clerical employees shall be employed on the basis of 201 days per contract year, to consist of 186 teacher days, 5 days to be worked prior to school opening or after school closing, at the time of teachers' summer vacation, or a total of 191 work days, plus 10 paid holidays for a total of 201 days which shall constitute the payroll calendar. Any change in teacher days in future years shall be met with a change in summer workdays to provide for a calendar 201 days. Days worked beyond the 201-day calendar shall be subject to the prior approval of the principal and Business Administrator, and compensated at the same daily rate.

Overtime

In the event a secretary is required to work approved overtime, the secretary shall be paid time and one half or receive compensatory time after forty (40) hours. Sundays and holidays shall be paid

double time. If a secretary who has reached forty hours in that week is assigned the overtime on Saturday but chooses to work the overtime on Sunday, that overtime will be paid at time and one half.

Secretarial/Clerical Training

The Board and OAPSE have agreed on a three-step level of training for the Clerical Department. There are to be three levels for individuals in the Clerical Department to receive additional stipends. Each level has different criteria to which an individual must show competence in order to receive the stipend.

The three levels are: Standard level, Specialist level, and Advanced level. The stipends are as follows:

	12 months	10 months
Standard	\$728	\$561
Specialist	\$1,001	\$771
Advanced	\$1,456	\$1,126

MEDIA AIDES

Each media worker will receive a 15-minute break in the morning and a 15-minute break in the afternoon.

Media Aides are eligible to receive educational reimbursements. They must follow the same procedures and guidelines that are in the negotiated agreement.

Media Aides shall work under the direction of the certified librarian. Media Aides working in a building without the direct supervision of a certified librarian/media person shall be entitled to an annual stipend of \$750 for the year.

Media Aides covering two schools shall have ¼ hour added to their daily hours

MECHANICS

All mechanics receiving the ASE certification shall receive an additional \$400 pay annually for each area of the ASE certification they possess. The Board shall reimburse mechanics for fees and mileage within two weeks of the employee's submission of the appropriate receipts.

Mechanics must get their CDL.

(If passing a physical examination becomes a requirement of the CDL for mechanics, Leo Dombrowski shall be exempt from this requirement should he fail the physical examination 3 times)

MAINTENANCE

Maintenance Overtime

Grade I and II Transportation Salary Schedule and the Grade I, II, III and IV Maintenance Schedule may be on the overtime rotation list.

Any employee who has responsibility in more than one department may accrue overtime in both departments. When a maintenance employee is up for an overtime rotation slot and that employee has a prior driving commitment, and wants to work the maintenance overtime slot, that employee must find a fill in maintenance employee to cover the overtime until that employee returns from his/her driving assignment.

A rotation list shall be maintained, starting with the senior employee and continue in rotation order. This list shall be posted near the supervisor's office. All overtime shall be offered and recorded at 1:00 p.m. each day in the supervisor's office. Overtime that is scheduled and worked will be charged to that employee working the overtime. Overtime not scheduled prior to 1:00 p.m. on the day the overtime is asked, those maintenance employees will be charged for working but not charged for declining short notice work. Rotation list must still be used in securing these workers.

When an employee is asked to work out of rotation due to his skill, the employee will be charged. Other employees passed over will not be charged for the overtime. The skilled employee, who was asked out of rotation, will be skipped when making up overtime to other employees.

Should an employee perform a specific task all week, such as, grass cutting, painting, electrical work, and overtime is needed for that job, the employee who has already performed that job for the week shall be asked for the overtime first. When an employee stays past their normal work hours to either finish a job or for emergency work and or the security of the school premises, that employee will not be charged on the rotation list unless the time worked exceeds two (2) hours.

Snowplowing and Salting Overtime

Two separate rotation lists shall be maintained for snowplowing and salting during times outside the regularly scheduled work hours. These lists shall be used for snowplowing and salting only and shall rotate according to seniority. Any maintenance employee who wishes to be on that list shall notify the supervisor by October 15, of each year. Any other work in relation to snow such as snow removal, stacking, etc., shall be assigned by seniority rotation on the regular overtime rotation list.

Transportation Compound: The maintenance employee assigned to the Compound shall operate separately from the above-mentioned rotation lists in that he/she shall only be eligible to work snowplowing and salting if no employee on those rotation lists is available to do the work.

There shall be one maintenance employee in charge of calling the snow crew to determine the number of maintenance employees available. This employee shall receive an additional \$1,000 stipend for the added responsibility. The Business Administrator and/or the Supervisor of Building and Grounds shall make the vehicle and snow removal equipment assignments, with input from the

maintenance employee in charge of calling the crew. The Business Administrator and/or the Supervisor of Buildings and Grounds shall have the final authority to assign plowing areas, buildings and other duties, based on the number of employees needed to effectively remove snow and to make the District as safe as possible.

Work Uniforms

The Board of Education will absorb the cost for rental or purchase of uniforms for custodians and maintenance personnel as approved by the Business Administrator under direction of the Superintendent.

Graphics Employee Move to Maintenance

The current (7-1-99) graphics employee may be moved to the maintenance department in his current salary. The current salary is equivalent to the Grade II salary schedule in the maintenance department. He will be classified under Grade IV in the maintenance department for bidding purposes only.

Use of Privately Owned Vehicles on School Business

It shall be the policy of the Board of Education to avoid use of privately owned vehicles in the transport of employees, their tools, and equipment, from their usual place of reporting to their actual work site as demanded by the needs of the day. However, recognizing that certain occasions and situations make it uneconomical and impractical to provide board-owned vehicles for such transportation, an employee may use his or her personal vehicle in the performance of his or her job, provided that the employee carries liability insurance for the vehicle used, and has the permission of the Business Administrator to use it. Employees doing so shall report mileage traveled monthly, on forms provided, and shall be compensated from the General Fund at the rate per mile set by the Board of Education for travel within the school district.

TRANSPORTATION DEPARTMENT

Regular Runs

1. A regular run is one that goes out on a daily basis for any schools calendar year that the Solon Board of Education transports.
2. The Transportation Supervisor will have the authority to implement special and or add-on runs. A special run is created due to a temporary handicap or situation, which requires transportation for no longer than 30 school days. This run can be added to any regular run and can also be subtracted when the temporary condition no longer exists. Seniority shall be used when implementing a special and or add on run when times permit. Bidding and bumping will not take effect for the special run until the run exceeds 30 school days. The Transportation Supervisor shall notify the Union Transportation Representatives of any special or add-on runs lasting five (5) consecutive work days or more prior to implementation of those runs.
3. All regular runs will be bid every year, by seniority. Drivers will be called in to bid on runs in August of each year, or as soon as runs are set for the new year. Bidding will take place no later than five (5) days prior to the start of the new school year. Bid sheets will be available to the drivers a minimum of three working days before the bid meeting. All information available to the supervisor pertaining to students, times, routes, vehicle assignments, medical assignment, special needs, calendars, and other pertinent information will be given to drivers.
4. In the event a scheduled run time is reduced, and the driver is unable to bump to his/her time, that driver shall be guaranteed continuation of his/her level of benefits until the beginning of the next school year. If a run of an appropriate level for benefits becomes available and the driver chooses not to take that run with enough hours for benefits, that driver's benefits will be discontinued.
5. All drivers shall be guaranteed a minimum of two (2) hours for their a.m. run, and two (2) hours for their p.m. run, and 2 hours for those who have a mid-day run.
6. Seniority begins, for a transportation employee new to the district on the first day of work on a regular assignment. ~~For transportation purposes, a contracted run is an open run. If there is a contracted run, a driver will be assigned as a regular employee and seniority will start on the first day he/she is assigned as a regular employee.~~
In addition to the employees assigned to regular runs, three (3) additional full-time substitutes shall be hired as bargaining unit employees.
7. All drivers report to the Transportation Department fifteen (15) minutes prior to the scheduled departure time from the garage, of their daily regular runs. (This time is for the purposes of pre-trip inspection and bus cleaning etc.)
8. All regular runs will be paid according to the scheduled route time. If a run is delayed due to breakdown or other unforeseen circumstances, the employee shall be paid until they return and clock out. If a regular scheduled run extends seven (7) minutes beyond the scheduled route time, that driver shall be paid for fifteen minutes.

9. If a regular run increases by thirty (30) minutes or more, and exceeds the two (2) hour guarantee, notice of such shall be posted by the Transportation Supervisor within five (5) working days or when it is confirmed that the route will be continuing for more than thirty (30) work days, whichever is earlier. All drivers shall be contacted by seniority order to be asked if they wish to take the run. Each succeeding run that opens due to drivers obtaining a different run shall be placed immediately open to all drivers again by seniority order.

If a driver is displaced from his/her run because said run has increased by thirty (30) minutes or more, that driver shall have the option of either exercising his/her bumping rights or bidding on any open run that is available, regardless of whether or not the time of the open run is less than, equal to or greater than the time of the run from which the driver had been displaced.

Any driver on sick leave shall be notified by the administration. Employees on leaves shall be able to give a proxy on the run through the union transportation representative.

10. The only exception to bidding shall be between August and the first week of October. All routes will remain the same until new bids take effect. ~~Only those routes which have changed by fifteen (15) minutes or more shall go up for bid.~~ The new routes will begin the second week of October.

a. An employee whose August route time has decreased by fifteen (15) minutes or more may exercise their right to bump from the bottom up to the first route with equal to or as close to their original August Bid time. They may also forgo their “bump” rights and exercise their choice according to the bid procedures listed in number two (b) below;

b. All routes that have increased or decreased by fifteen (15) minutes or more shall be posted for the bid. Bids begin with the most senior drivers and continue down the list until the list has been exhausted. Employees may choose one of the following options:

1. Keep current route

2. Accept vacant, new, or open route.

3. Accept a route that has been posted as a result of increased or decreased time.

***An employee must either increase or decrease if bidding; there shall be no lateral moves.**

11. If a driver has less hours due to a decrease by thirty (30) minutes in the run, the driver has the option of bumping a driver with less seniority from the bottom up and equal to or as close to the time of their run or choosing an open run that is available, regardless of the run time.

12. If a driver chooses not to bid off his/her regular run, he/she retains his/her existing run, unless he/she is bumped according to the bid procedure.

13. If a run does not go out or is shortened by student absenteeism on any regularly scheduled day, drivers will receive their normal pay. This includes special runs. Driver must report at their regular time to be available to drive another run. If a driver chooses not to report to work for an another assignment, he/she will not be paid. Drivers are required to let the supervisor or designee know of their availability in writing on forms provided for this purpose. The driver shall keep a copy of the form submitted.

14. Drivers whose runs are cancelled may bump the least senior driver whose hours are closest to those lost, but not exceeding. If a driver chooses not to bump, he/she retains seniority and may bid on any open runs and /or any future available runs regardless of the run time. If a driver is laid off as a result of not bumping, recall provisions in the contract shall govern. The driver who has elected not to bump shall be a bargaining unit sub at his/her regular hourly rate of pay until a bidding opportunity arises.

15. Vehicles are assigned to all routes, subject to change by the Business Administrator.

16. Regular drivers not driving their regularly assigned runs and not being paid for the day and wishing to work that day, shall be used first for temporary replacement drivers prior to substitutes. Drivers are required to let the supervisor or designee know of their availability, in writing, on forms provided for that purpose. Drivers shall keep a copy of the form submitted.

17a. A sign up sheet shall be made available for spring, winter, and summer breaks for regular drivers who wish to drive. Regular drivers who wish to keep their regular bid route will continue on that route. Drivers shall have a choice of routes available by seniority on a rotation basis.

17b. Drivers are required to drive their regular run if the run is scheduled on the school calendar, provided to the driver in the August bid meeting. If the calendar is inaccurate, the driver is not required to drive those runs, provided substitutes are available. Drivers of regular/mid-day runs scheduled during breaks wishing not to drive during the spring, summer, and/or winter breaks may be allowed to take time off without pay provided the administration has adequate substitutes/regular drivers for all runs during the break. Drivers are required to obtain their own substitutes if they wish to be off during the week when Solon Schools are not in session and the schools on their run are still in session.

18. Drivers not taking a portion of their run due to illness, or other acceptable reasons will be charged accordingly. Non-acceptable reasons will be charged accordingly. Non-acceptable reason will be without pay.

19. The transportation dispatcher, if properly licensed, may operate school transportation buses or vans, and take runs when no other subs are available.

20. Any driver who has finished their run assignment, and is still on the clock, shall report to the transportation supervisor or designee their availability to fill other routes. The driver cannot refuse the extra work unless it goes more than fifteen (15) minutes beyond their bid time.

21. An add-on that fits within the guaranteed run time shall be assigned, using reverse seniority order, with no right of refusal. These add-ons will be revised, if needed, and allowed to be selected in seniority order at the October bid, the end of the semester, and at the spring break.

22. An add-on that gives a driver extra time shall be offered to the most senior person (with right of refusal) whose time fits the run.

23. After the October bid, all regular a.m. and p.m. runs shall be monitored daily per the time clock and evaluated at the end of each semester of the school year. Each semester that a run exceeds its bid time by seven (7) minutes or more fifty percent (50%) or more of the time, the driver shall be paid for those extra daily quarter hours in a lump sum payment with the first pay that follows the close of the semester. If a run exceeds its bid time by seven (7) minutes or more fifty percent (50%) or more times during the school year, the run's established time shall be increased one quarter hour at the beginning of the next school year. During the adjustment period between the start of the school year and the October bid, drivers whose runs extend seven (7) minutes beyond the scheduled run time shall be paid for the extra quarter hour.

Mid-Day runs (Kindergarten and Noon Time)

1. For our purposes the term mid-day refers to regularly scheduled runs that occur after the regularly scheduled morning run and prior to the regularly scheduled afternoon runs. Mid-Day runs will be bid, by seniority list, at the beginning of each school year. Mid-day runs are guaranteed two hours.
2. At the August bid meeting, drivers will be called in to bid on the available mid-day runs, by seniority, from the general seniority list.
3. If a mid-day run increases by thirty (30) minutes or more and exceeds the two (2) hour guarantee notice of such shall be posted by the Transportation Supervisor within five (5) working days. All drivers shall be contacted by seniority order to be asked if they wish to take the run. Each succeeding run that opens due to drivers obtaining a different run shall be placed immediately open to all drivers again by seniority order.
4. If a driver has less hours due to a decrease of thirty (30) minutes or more in the run, the driver has the option of bumping a driver with less seniority from the bottom up and equal to or as close to the time of their run. A driver cannot bump if he/she has passed over a run with equal or more time which was available to them. If a driver passes up on a mid-day run at the August bid, he/she may only bid on mid-day runs that are newly created or vacant due to resignation, retirement, or death.
5. If a driver chooses not to bid off a mid-day run, they retain their existing run, unless he/she is bumped according to the bid procedure.
6. The only exception to bidding shall be between August and the first week of October. All routes will remain the same until new bids take effect. Only those routes which have changed by fifteen (15) minutes or more shall go up for bid. The new routes will begin the second week of October.
7. If a run does not go out or is shortened by student's absentee on any regularly scheduled day, drivers will receive their normal pay. This includes special runs. Drivers must report at their regular time to be available to drive another run. If a driver chooses not to report to work for another assignment, he/she shall not be paid. Drivers are required to let the supervisor or designee know of their availability in writing on forms provided for this purpose. The driver shall keep a copy of the form submitted.

8. A sign-up sheet for regular drivers who do not take a mid-day run is posted at the beginning of each school year. This list shall be used on a rotation basis, in order of seniority, to fill in for the absent regular driver on the mid-day run. When no regular driver is available from the mid-day list, a substitute driver may be called from the substitute list. Regular drivers who are available when their mid-day is not running and have notified the Transportation Supervisor, those drivers will be asked to cover a mid-day run prior to a substitute.
9. If a new mid-day route is created after the August bid and prior to October 1, the new route shall be offered to those regular short- hour drivers who have not bid on a mid-day route according to seniority.
10. Five (5) days prior to October 1, all routes with the changes will follow the guidelines of route bidding.
11. After the October bid, any newly created route shall follow the route bidding procedure.
12. When it is known that the driver of a mid-day run will be absent for more than one (1) day but not exceeding two (2) weeks, that run will be offered to the person next up on the substitute rotation list for the duration of the absence. The person taking the run shall be charged one (1) turn on the rotation list for each day on the run. (i.e. 5 days, 5 turns, etc.)
13. When it is known that the driver of a mid-day run will be absent for more than two (2) weeks, that run will be offered to the most senior person on the mid-day sub list and proceed down the list from that point. If that person refuses, the run will be offered to the next most senior driver and so on down the list.
14. Any driver who has finished their run assignment, and is still on the clock, shall report to the transportation supervisor or designee their availability to fill other routes. The driver cannot refuse the extra work unless it goes more than fifteen (15) minutes beyond their bid time.
15. An add-on that fits within the guaranteed run time shall be assigned, using reverse seniority order, with no right of refusal. These add-ons will be revised, if needed, and allowed to be selected in seniority order at the October bid, the end of the semester, and at the spring break.
16. An add-on that gives a driver extra time shall be offered to the most senior person (with right of refusal) whose time fits the run.
17. Each semester that a mid-day run exceeds its bid time by seven (7) minutes or more fifty percent (50%) or more of the time, the driver shall be paid for those extra daily quarter hours in a lump sum payment with the first pay that follows the close of the semester. During the adjustment period between the start of the school year and the October bid, drivers whose runs extend seven (7) minutes beyond the scheduled run time shall be paid for the extra quarter hour.

Cancellation for Regular Runs/Mid-Day runs

Short-hour bus drivers who drive regular runs are entitled to their regular pay even if on a particular day the run is not made, provided that the driver reports to work and is available to assist with other routes if needed. This provision does not apply if the route is changed permanently.

P.M. Shuttle Run

If a P.M. Shuttle is not a regular run unto itself or part of an existing run, the Transportation Supervisor will post a sign-up sheet at the beginning of each school year. Any regular driver may sign up. The run will be rotated on a weekly basis, by seniority, unless the drivers agree among themselves to an alternative rotation basis.

Field and Athletic Trips

1. All eligible drivers from grades 1 and 2 on the transportation employees' salary schedule are on the rotation lists by seniority, excluding substitutes.
2. There shall be three (3) trip lists.
 - a. The first trip list shall be Monday a.m. thru Friday, 3:30 p.m. for all regular short hour drivers during the scheduled workweek. This shall not include mid-day drivers, substitutes, or maintenance/vehicle drivers.
 - b. The second trip list shall include all regular short hour drivers and all maintenance/ vehicle drivers, excluding substitutes. This list shall be for any trip scheduled to return after 3:30 p.m., regardless of starting time, Monday through Sunday, including weekends, holidays, summer, spring, winter and other breaks.
 - c. (See Overnight Trips p. 69 #1). The third trip list shall be for all overnight trips. The list shall rotate independently of, but in the same manner as the other lists. If short notice on the overnight list, a driver who refuses is still open for the next overnight trip -- the driver is not penalized for refusing. A driver who takes a short-notice overnight trip is charged for their turn. The Transportation Supervisor and/or designee shall notify all drivers of overnight trips on the Monday preceding those trips being bid on Thursday (according to the schedule on p. 72), but in no event will such notice be less than forty-eight (48) hours prior to overnight trips. This advance notification will allow other drivers to be prepared to accept the trips if the first eligible driver(s) is unable to do so. The actual assignment of the overnight trip shall follow the normal bid procedure. Expense money will be reimbursed within two (2) weeks of submission of receipts to the Treasurer.

Each of the lists mentioned above shall have a short-notice list, used to schedule any trip that does not follow the procedure [listed in #6 below](#).

Short-Notice Lists

There shall be two (2) short-notice lists for all trips that need to be scheduled less than two days prior to their departure date.

- a. For all daytime trips, Monday - Friday that return before 3:30 p.m.
- b. For all evening trips, Monday - Friday that return after 3:30 p.m. and all day Saturday and Sunday.

These lists shall rotate independently of, but in the same manner as the two lists they are for. A driver cannot cancel a trip to go to a no charge list.

3. These three (3) lists shall be by seniority and rotated according to seniority.
4. When school is not in session, the rotation shall continue in the same manner as the three (3) lists indicate
5. Employees are charged for all trips taken or refused.
6. Field and Athletic trips shall be scheduled weekly on Thursday morning for the following week during the school year.
7. If you accept a trip and call in sick for the p.m. run or the entire day, you will still be charged for that trip and will be ineligible to take the trip.
8. After a driver has accepted a trip and it is cancelled on the day of the trip, the driver is eligible to take the next unscheduled trip or two (2) hours pay.
 - 8a. After a driver has accepted a trip and it is cancelled before the day of the trip, the driver is eligible to take the next unscheduled trip, following the criteria in #6 above.
 - 8b. Trip Cancellation Pay:
 - i. If, during the work week, a trip leaves the school site and is subsequently cancelled, the driver shall be paid his/her regular run time plus one (1) hour cancellation pay or actual clock time beyond the driver's regular run time, whichever is greater.
 - ii. If, on a weekend, a trip leaves the school site and is subsequently cancelled, the driver shall be paid two hours cancellation pay or actual clock time, whichever is greater.
9. If a driver cancels a trip three times after they have accepted the trip in a school year (start of school to next start of school year) that driver will be skipped over the next field trip. The only exceptions shall be an emergency situation. (example – emergency personal, emergency sick).

10. Should a driver continue canceling trips after the initial three times that driver will be skipped for each cancellation made.

11. New hires are not eligible for extra hour trips until they have satisfactorily completed their ninety (90) calendar day probationary period, except if the field trip list has been exhausted.

12. The general policy is that there shall be no switching or trading of trips.

13. Only Solon bargaining unit school bus drivers, and maintenance vehicle operators, grades I and II on the transportation salary schedule, shall drive the Solon school vehicles, for field trips and/or equipment for that field trip that is loaded or unloaded by students or teachers. A Solon City Schools transportation van may be driven by a coach for transporting the golf team. A coach may also drive a Solon City Schools transportation van for competition at the District level and above when there are seven (7) or less students participating in the event. No more than one van, one coach may be used for any event.

14. Any driver, who does not wish to be called for summer field trips, shall indicate this fact to the Transportation Supervisor, in writing.

15. The three (3) trip lists shall continue in rotation during the summer.

16. When the driver decides to return to the field trip list, he/she shall indicate in writing, to the Transportation Supervisor, his/her wishes to do so. The driver will not lose his/her slot on either list.

17. Any driver, who wishes to be temporarily passed over on either of the two- (2) field trip rotation lists, shall notify the Transportation Supervisor in writing. When the driver wishes to be reinstated to the lists, he/she shall notify the Transportation Supervisor in writing.

18.. There shall be no loss of the employee's seniority slot on either list.

19. When the trip list has been exhausted due to general refusal, the trip will be offered to probationary drivers, then to substitutes. Should no one take the trip, it will be assigned, without right of refusal, to the driver who was first asked.

Field trip show-up time shall be 15 minutes on days when school is in session. Field and athletic trip show-up times shall be one-half hour on Saturdays or Sundays. Field and athletic trip show-up times shall be one-half hour on Solon School contractual holidays, or on days when the transportation office has not been regularly scheduled for business.

Drivers forgetting their athletic or field trip assignment shall be skipped over on the trip list for the next one trip.

The Board will be allowed a maximum of five (5) private carrier trips per school year (excluding any out of state trips). If equipment vehicles are needed in addition to the private carrier, OAPSE employees shall be utilized to transport any equipment. The Board will notify OAPSE of any private carrier trips.

Split Field Trips (Monday through Friday)

1. When a field trip has been split and part of that trip has been cancelled, the driver will be paid for one (1) hour. (Exception to one hour pay in 4).
2. If both parts of a split trip are cancelled, then a driver shall be paid for two (2) hours or next trip.
3. When a split trip runs into the p.m. run and the trip is cancelled or shortened, and the driver is unable to do any part of his/her regular run, then the driver will be paid for his/her regular run time.
4. If the p.m. split trip is shortened or cancelled, the driver will receive pay from the show-up time of the split trip through the completion of his/her regular run.

Safety

1. Drivers are responsible for sweeping the floors, dusting the dash and railings, fueling, and making daily safety checks of their buses.
2. The administration shall be responsible for updating drivers of changes in the law and safety changes.
3. The Board shall pay for drivers' annual physicals, which are required by law.
4. The cost of the license abstract and CDL (the difference between your regular, operator's fee) shall be borne by the administration.
5. Skills test will be paid ~~once. (For new employees or present employees who are required to take the skills test at the time when the employee takes the CDL)~~
one time after employee acquires class B CDL license with S&P endorsement. This reimbursement will be received at the end of each school year.
6. Bus drivers receiving six (6) points on their license must immediately take action to remove two points or face possible disciplinary action.
7. Drivers transporting special needs children by bus or van shall report each incident of student disruptive behavior. The Administration shall meet with the driver within one workday to determine a course of action. (Note: OAPSE recommends using willing cafeteria workers to assist during a.m. and p.m. runs)

Route Bidding

1. In the event a route comes open due to death, retirement, or resignation, it shall be posted with hours stated immediately for five (5) working days. The vacated run shall be awarded to the most senior driver bidding. Runs that open as a result of bidding will be bid in accordance with #4 below.
2. When a new run is created, it shall be posted for five (5) working days. Only those drivers for whom the route would exceed by 30 minutes or more may bid the newly created route. The current drivers of regular or special runs, and any aides with a valid school bus license, shall have the first option to bid for the posted route. The senior driver who bid on the route shall be awarded same.
3. If a driver or aide bids into a different department, that vacated position will not be posted for thirty (30) working days.
4. The following language addresses the opening and possible re-assigning of regular runs due to only the situation when a newly created run is posted.
 - a.. After the run has been posted, the most senior driver who has bid will be given the posted run. Only those drivers with less seniority and fewer hours/day driving on their regular runs will be asked if they want the preceding driver's route.
 - b. Example - Driver #10 bids and accepts the posted route. Drivers with fewer hours will have the opportunity to accept a vacated route that opened through the bidding of #10's route. (Again, only those who do not have a kindergarten run).
5. Drivers with the same hours as any vacated route will not be eligible to bid or accept a route at this time. Only those routes which have increases in time shall be placed open for bid.
6. This bidding procedure is to eliminate multiple postings.

Summer Work:

1. Any driver who bids on an open severe handicap run, that driver will be guaranteed for a week at a time unless the run is cancelled or end mid-week. Field trips during the handicap route time shall be forfeited to that driver, unless the driver can make the field trip. “To make the field trip” means that the trip starts a minimum of fifteen (15) minutes after the scheduled return time of the special needs route and/or the trip returns a minimum of fifteen (15) minutes before the scheduled departure for pick-up for the special needs route or the trip starts a minimum of fifteen (15) minutes after the scheduled end of the afternoon run. All summer runs shall be open to bid by all regular drivers. Runs shall be filled so that all drivers get equal or as close to equal time (by weeks).
2. The regular driver has first option of keeping their run. Field trips to the regular driver shall be available to that driver as during the normal school year. Probationary or substitute drivers are excluded except if all regular drivers have refused.

Regular a.m. and p.m. recreation routes shall be bid by May 15th of each school year, or within three days of receipt from recreation. Drivers shall bid these routes by week, one week at a time.

3. Trips for the summer will be bid out every Tuesday morning. This will be for trips from Thursday through the following Wednesday.

The Transportation Supervisor or designee will start calling between 7:00 and 8:00 a.m. If there is no answer, the driver will be marked as a “no” and the caller will continue down the rotation list. Maintenance bus drivers will call the Transportation Supervisor or designee Tuesday morning between 7:00 and 7:05 a.m. to see what trips are available to them.

Overnight Trips With School Vehicles

1. The Transportation Supervisor and/or designee shall notify all drivers of overnight trips on the Monday preceding those trips being bid on Thursday (according to the schedule on p. 72), but in no event will such notice be less than forty-eight (48) hours prior to overnight trips. This advance notification will allow other drivers to be prepared to accept the trips if the first eligible driver(s) is unable to do so. The actual assignment of the overnight trip shall follow the normal bid procedure. Expense money will be reimbursed within two (2) weeks of submission of receipts to the Treasurer. The rep. shall then post notice in the drivers' area.

2. On overnight or longer athletic or field trips involving transportation of students, the vehicle will be driven only by a regular bargaining unit employee of the Solon Board of Education, with current appropriate licensing.

3. This worker will be paid at the usual and proper regular or overtime rate for those hours for which he or she and the vehicle are on call and demand. These hours would normally exclude the time between the last call on the driver and vehicle at the end of one day, and the first call on services the next day.

4. The driver shall be reimbursed for lodging and meal expenses from the same source of funds and under the same conditions as the teacher acting as leader or chaperone of the trip. The driver to be lodged at the same establishment as the group of students he/she is transporting. Driver shall not stay in the same room as any of the students, coaches, or chaperones.

Add-ons and Holiday Pay

For either regular a.m. and p.m. runs, or mid-day runs, the following procedure shall be in effect for holiday pay.

If a driver is involuntarily assigned an add-on run or segment, and if the driver chooses not to drive that add-on run or segment the day before or after a holiday, he/she shall receive pay for the said holiday if he/she replaces himself/herself with a driver of equal to or lower seniority.

The maximum docking of holiday pay for those who do not meet the above criteria is the add-on segment.

An involuntarily assigned add-on run or segment is one that is assigned after the August bid without a right of refusal.

Substitute Maintenance/Vehicle Drivers

1. For the period of the contract, no layoffs will occur as a result of hiring substitute bus drivers. Substitute bus drivers will be used prior to maintenance/vehicle substitute drivers. Any maintenance/vehicle employee who wishes to make the switch to the Maintenance schedule may opt to do so in any year. Reduction in workforce will only occur due to lack of funds in the system and the layoff procedure will be used.
2. All current Grade I and II full-time maintenance drivers who now have permanent bus runs or are on the substitute driver list will retain their current status.
3. A \$1.00 per hour differential will be paid to maintenance/vehicle operators who gave up exclusive rights to the p.m. field trip list. The differential will be added to the hourly rate of these maintenance/vehicle operators.
4. In-system substitute drivers shall receive their regular rate of pay or the substitute driving rate of pay, whichever is higher, when substituting on an a.m. or p.m. run. A one year commitment is required to receive the regular rate of pay, and the in-system substitute must drive when called for an a.m. and/or p.m. run as set forth below: 1st and 2nd shift employees are required to drive the p.m. runs; 3rd shift employees are required to drive the a.m. runs.
5. In addition to the Substitute Maintenance/Vehicle Drivers referred to in #4 above, in-system substitute drivers will also include regular bargaining employees possessing a CDL with school endorsement employed in non-driver positions within the District who agree at the beginning of a school year to sub as a driver for that entire school year according to the terms set forth in the above referenced section of the contract.

If an in-system sub has been on a run where a vacancy exists and no regular driver has bid that run, and the in-system sub has been driving that run for thirty (30) work days or more, that driver may continue on that run during days in which Solon City Schools are off and other schools are in session. In all other situations, the provisions of Section 16 (page 60) under Transportation Department-Regular Drivers applies.

Transportation Overtime

1. Maintenance/ vehicle operator employees in Grade I or II who drive athletic or field trips after their normal working hours shall be compensated at time and one-half (1 1/2) of Grade III pay schedule at their appropriate step plus two steps.
2. Any maintenance driver wishing to change from driving eligibility to maintenance/custodial schedule may do so by requesting the change in writing to the Business Administrator. This change will be granted within 30 working days.
3. All employees not receiving the \$1.00 per hour differential shall move to the next additional step as of July 1, 1987.
4. If the above is found contrary to law, the Maintenance/Tradesman vehicle driver shall be prohibited from the overtime driving until new language is negotiated.

Attachment to Salary Schedule

Grandfathered Maintenance/Vehicle Operator Drivers

Qualified drivers receiving \$1.00 per hour driver's differential.

Randy Langston

Rotation Schedule Procedure:

Field and Athletic trips shall be scheduled weekly on Thursday morning for the following week during the school year. See #6 under Field and Athletic Trips.

For trips that go out during spring and winter breaks, drivers will be asked no less than three (3) workdays prior to the breaks. For trips that go out during the summer break, refer to #3 under summer work.

Trips received after the scheduling on Thursday will be assigned accordingly by seniority using the short-notice list, according to the contract.

Re-Training of Experienced Drivers

Experienced drivers are to be re-trained in accordance with the guidelines established by the State Department of Education. The skill portion of the re-training shall be done, when possible, during the school year and during the trainer's regular work day.

There are two methods to obtain this certification. One is to participate in the State's certification course. The other method is to participate in the State's Advance Training course.

For those drivers who elect to utilize the Advanced Training Course, the Board shall pay the driver \$200 for the entire program. The Board shall also pay the registration fee for the class.

For those drivers who elect the State's standard certification course, or participate in the School Bus Rodeo, the Board shall pay the driver the registration fee and \$50 for the entire program, for a total of \$85, retroactive to July 1, 2008.

No driver shall be paid for any other time than the above agreed amounts. Skill review, if needed, and certification by the trainer is included in the stipend. Maintenance drivers and custodial drivers are to schedule their time either after regular hours or on approved time off such as vacation or compensatory time.

The Board shall pay each driver the difference between his/her regular license and the CDL when the license is renewed.

The Board shall pay for drivers and mechanics only upon recertification the BCII background check. The driver or mechanic shall be responsible to pay for any additional background checks required beyond the BCII. This includes new driver trainees.

On Board Instructor (OBI)

The OBI position(s) shall be posted, bid and awarded in accordance with the job bidding procedures set forth in the contract. Driver(s) selected to be OBI instructors shall be sent for OBI training and certification at Board expense.

The OBI shall be paid for his/her time at the regular rate of pay or overtime when appropriate, for the skill review if needed, and certification of drivers if it is outside the regular work day.

AGREEMENT

When consensus is reached on those matters being negotiated, the understanding of both parties shall be reduced to writing and submitted to the Association for ratification. Within thirty (30) days from the time the agreement, ratified by the Association is presented to the Board, the Board shall take action upon the Agreement submitted.

When approved by the Board, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board.

All negotiated benefits shall be implemented by all parties concerned and shall become effective on the prescribed date of the Agreement, or at a date specified in the Agreement.

Any Agreement reached and accepted by the Association and the Board shall supersede any rules, regulations or practices of the Board which are contrary or inconsistent with the terms of the Agreement and shall supersede any other agreement.

If any provision of an agreement between the Board and the Association shall be found contrary to law, then such provisions or application shall not be valid, but all other provisions or applications shall continue in full force and effect. Any provision found contrary to law shall be changed to conform with the law through negotiation process.

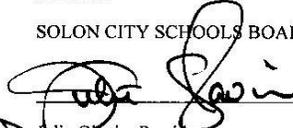
DURATION

1. The Agreement will remain in force for a period of three (3) years beginning **July 1, 2014 and ending June 30, 2017**. Negotiations for a new collective bargaining agreement between the parties shall commence with the sending of a notice to negotiate and the procedures set forth in Chapter 4117 of the Ohio Revised Code and Ohio Administrative Code.

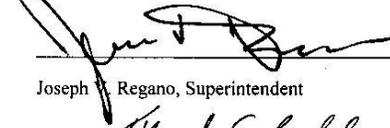
2. During said negotiations, O.A.P.S.E. may utilize any and/or all of the procedures set forth in Chapter 4117 of the Ohio Revised Code including, without limitation, mediation, fact-finding and right to strike, as set forth therein.

ATTEST:

SOLO CITY SCHOOLS BOARD OF EDUCATION



Julie Gravin, President



Joseph Regano, Superintendent



Fred E. Bolden II, Director Business & Personnel

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES



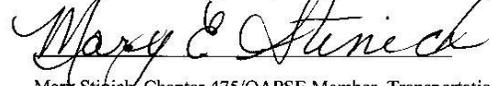
Anne Tanner, OAPSE Field Representative



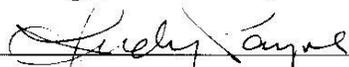
Patty Conaway, President, Chapter 475/OAPSE Member, Clerical



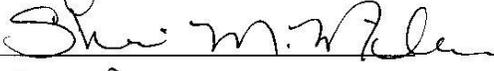
Rhonda Miller, Secretary, Chapter 475/OAPSE Member



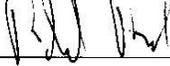
Mary Stinick, Chapter 475/OAPSE Member, Transportation



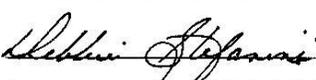
Judy Payne, Chapter 475/OAPSE Member, Transportation



Sheri Miller, Chapter 475/OAPSE Member, Cafeteria



Rich Roark, Chapter 475/OAPSE Member, Maintenance



Debbie Stefanini, Chapter 475/OAPSE Member, Media Aides



Dan Walker, Chapter 475/OAPSE Member, Custodial

LAYOFF-RECALL PROCEDURE

Whenever the Board determines to reduce its work force, a fifteen (15) day notice will be given to the union prior to any layoff.

Employees may be laid off as a result of a lack of funds of the Board of Education. Management shall be responsible for determining whether a lack of funds exists and shall file a statement of rationale and supporting documentation with OAPSE 15 days prior to sending the layoff notice.

A lack of funds means a Board of Education has a current or projected deficiency of funding to maintain current, or to sustain projected levels of staffing and operations.

Employees may be laid off as a result of abolishment of positions. The Board of Education may abolish positions as a result of reorganization for the efficient operation of the Solon School System, for reasons of economy, or for lack of work. The determination of the need to abolish positions shall indicate the lack of continued need for positions within the Solon School System. The Board of Education shall themselves determine whether any position should be abolished and shall file a statement of rationale and supporting documentation with OAPSE, 15 days prior to sending the notice of abolishment. If an abolishment results in a reduction of the work force, the Board of Education shall follow the procedures for laying off employees.

Whenever a reduction in the work force is implemented, the Board shall decide in which departments and/or grades the layoff or layoffs will occur and the number of employees to be laid off within each affected department. Employees shall be laid off using length of service with the District (system seniority).

The following department series will be used for purposes of layoff.

DEPARTMENT SERIES FOR REDUCTION IN FORCE (Alphabetical Listing)

Cafeteria Department

Grade I,
Grade II
Grade III
Grade IV

Custodial

Grade I
Grade II
Grade III
Grade IV

Graphics

Graphics Technician/Printer

Graphics Art Technician

Grade I

Grade II

Grade III

Information Systems

Grade A

Grade B

Grade C

Maintenance Department

Grade I

Grade II

Grade III

Grade IV

Media Aide Department

Grade A

Parking Lot Security

Secretarial/Clerical Department

Grade A

Grade B

Transportation Department

Grade I

Grade II

Grade III

Treasurer's Department

Grade A

Grade B

Warehouse Department

Grade I

Grade II

Vehicle Maintenance/Mechanics

Grade I

Grade II

Whenever a reduction in force is necessary, substitutes, casual and probationary employees are to be laid off prior to regular employees.

The Board of Education shall not use other department personnel (substitutes, students, temporary, certified staff, or sub-contractors) to perform the duties of laid off employees.

The employee whose position has been abolished shall have the right to fill an available vacancy within the employee's grade.

If the employee whose position is abolished or eliminated and laid off has more seniority than any other employee serving in the same grade/shift, then the employee with the least seniority shall be displaced.

If the employee displaced has the least seniority in this grade, the employee has the right to displace the least senior employee in a lower grade in their department, provided he/she has the seniority to do so. An employee may bump the least senior employee in a higher grade he/she previously held within his/her department. When bumping into a different grade, the employee shall be placed on the step of the wage grid according to the provisions set forth under Job Posting and Bid Procedures – Calculation.

The employee who has been displaced from his/her-department and has held a position in another department, may now displace the least senior employee in the grade previously held in that department as long as he/she holds the minimum qualifications. If the employee is least senior in that grade, he/she may displace the least senior employee in a lower grade in that department provided he/she has the seniority to do so. When bumping into a different department/grade, the employee shall be placed on the step in the wage grid for that grade according to the provisions under Job Posting and Bid Procedures – Calculation.

Seniority—Layoff and Recall Procedure

Seniority is used to reflect the length of continuous service within the bargaining unit for all employees affected by a layoff. A seniority list shall annually be supplied by the Board and given to OAPSE for verification.

An employee's length of continuous service will be carried from one department to another, so long as no break in service occurs between such departmental moves.

Seniority shall be determined by starting date of continuous service within the bargaining unit.

Should two or more employees have identical seniority, use the table below in the following order:

Date of application

Most experience in the department

Flip of a coin

Guidelines for displacing employees, grade, months worked, hours worked, salary earned, shift, (second and third shift differential included.)

Employee can displace into an equal but not higher grade within the department. An employee can displace other employees until attaining approximately equal months worked. Employee can displace other employees until attaining approximate equal hours worked.

Recall Procedure

Those employees within each category of layoff shall be placed on a recall list for each grade in the department they were displaced from according to seniority. All job openings will be posted internally, but only those employees who have been displaced from one department or grade will be able to bid and return to their original position. If no displaced employee bids on the internal position, the layoff list will be used.

All employees who have been laid off or whose hours have been reduced retain recall rights. Recall rights continue until the last person on the recall list is called back to work.

Any employee accepting or declining reinstatement to the same grade, same hours and department from which the employee was laid off from is displaced shall be removed from the recall list.

Any employee reinstated under this section shall not serve a probationary period upon reinstatement except those employees who were laid off during a probationary period, they shall begin a new probationary period.

If an employee does not exercise his/her option to displace, the employee shall be entitled to be on the recall list.

When reinstated from a layoff, bargaining unit employees will resume the same seniority status, minus time of layoff.

All recalls shall be sent by certified mail and must be responded to within ten (10) days of signed receipt.

SOLON BOARD OF EDUCATION
Effective July 1, 2014

CAFETERIA DEPARTMENT SALARY SCHEDULE

Step	Grade I	Grade II	Grade III	Grade IV
0		13.20	12.21	10.68
1		13.73	12.69	11.14
2		14.20	13.16	11.64
3		14.64	13.69	12.14
4	17.37	15.43	14.19	12.65
5	17.85	15.88	14.46	12.91
6	18.31	16.38	14.79	13.22
7	18.78	16.84	14.94	13.35
8	19.64	17.29	15.10	13.48
9	20.12	17.73		13.62
10				13.76

Grade I Head Cook/Manager

Central Kitchens - 8 hours - 181 student days plus
 2 additional days and 10 paid holidays

Grade II Assistant Head Cook/Baker

Central Kitchens - 7 hours - 181 student days plus
 2 additional days and 10 paid holidays
 Building Kitchens - 6 hours - 181 student days plus
 2 additional days and 10 paid holidays

Secondary School Cook

181 student days plus 10 paid holidays
 Hours range from 2 to 6 hours per day

Grade III Cafeteria Workers

(salad/sandwich, cashier, server, elementary coordinator/cashier,
 elementary cook, helper, clean-up, assistant to baker, snack bar,
 vending center coordinator)

181 student days plus 10 paid holidays

Elementary coordinator/cashier, vending center coordinator -
 additional stipend \$500 per year

Elementary cook/server - additional stipend \$108 per year

Grade IV - Cafeteria Workers - hired after 2/1/1997

Same as Grade III

Banquet rate - \$10.50 per hour (or current hourly rate, whichever is higher)

\$21.00 per hour Sundays and Holidays

SNA Certification - \$300 per year upon annual certification

LONGEVITY PAY - COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years 6% Above Schedule

18 years, 9% Above Schedule

20 years, 11% Above Schedule

Any position that is increased by 30 minutes or more
 will be posted for re-bid.

SOLON BOARD OF EDUCATION

Effective July 1, 2015

CAFETERIA DEPARTMENT SALARY SCHEDULE

Step	Grade I	Grade II	Grade III	Grade IV
0		13.53	12.51	10.95
1		14.07	13.01	11.42
2		14.55	13.49	11.93
3		15.00	14.03	12.44
4	17.80	15.82	14.54	12.96
5	18.30	16.28	14.83	13.24
6	18.77	16.79	15.16	13.55
7	19.25	17.26	15.32	13.69
8	20.13	17.72	15.48	13.82
9	20.63	18.17		13.96
10				14.10

Grade I Head Cook/Manager

Central Kitchens - 8 hours - 181 student days plus
2 additional days and 10 paid holidays

Grade II Assistant Head Cook/Baker

Central Kitchens - 7 hours - 181 student days plus
2 additional days and 10 paid holidays
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2 additional days and 10 paid holidays

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Hours range from 2 to 6 hours per day

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15 years 6% Above Schedule

18 years, 9% Above Schedule

20 years, 11% Above Schedule

Any position that is increased by 30 minutes or more
will be posted for re-bid.

SOLON BOARD OF EDUCATION
Effective July 1, 2016

CAFETERIA DEPARTMENT SALARY SCHEDULE

Step	Grade I	Grade II	Grade III	Grade IV
0		13.87	12.83	11.22
1		14.42	13.33	11.70
2		14.92	13.82	12.23
3		15.38	14.38	12.75
4	18.25	16.21	14.91	13.29
5	18.75	16.69	15.20	13.57
6	19.24	17.21	15.54	13.89
7	19.73	17.69	15.70	14.03
8	20.63	18.16	15.86	14.17
9	21.14	18.63		14.31
10				14.45

Grade I Head Cook/Manager

Central Kitchens - 8 hours - 181 student days plus
 2 additional days and 10 paid holidays

Grade II Assistant Head Cook/Baker

Central Kitchens - 7 hours - 181 student days plus
 2 additional days and 10 paid holidays
 Building Kitchens - 6 hours - 181 student days plus
 2 additional days and 10 paid holidays

Secondary School Cook

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 Hours range from 2 to 6 hours per day

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(salad/sandwich, cashier, server, elementary coordinator/cashier,
 elementary cook, helper, clean-up, assistant to baker, snack bar,
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LONGEVITY PAY - COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years 6% Above Schedule

18 years, 9% Above Schedule

20 years, 11% Above Schedule

Any position that is increased by 30 minutes or more
 will be posted for re-bid.

**SOLON BOARD OF EDUCATION
EFFECTIVE JULY 1, 2014**

CLERICAL SALARY SCHEDULE

	Grade A Range I 12 mos. (7 hrs.)	Grade A Range II 12 mos. (7 hrs.)	Grade A Range III 12 mos. (7 hrs.)	Grade B 10 mos. Hourly
Step 0	32,174	31,195	30,350	16.68
1	33,269	32,286	31,447	17.28
2	34,369	33,384	32,540	17.88
3	35,461	34,483	33,637	18.48
4	36,555	35,571	34,730	19.08
5	37,650	36,669	35,824	19.68
6	38,747	37,761	36,921	20.29
7	39,842	38,859	38,015	20.89
8	40,938	39,953	39,111	21.49
9	42,031	41,049	40,207	22.09
10	43,126	42,142	41,301	22.69
11	44,222	43,239	42,395	23.29
12	45,318	44,332	43,493	23.90
13	46,411	45,429	44,588	24.50

Grade A Range I

High School Principal, Asst Principal, Guidance & Athletics
Central Office Asst. Superintendent, Pupil Services and Data Proc.
Orchard and Solon Middle School Principal
Head Secretary Arthur Road, Lewis, Parkside and Roxbury

Grade A Range II

Secretaries to Transportation and Maintenance

Grade A Range III

High School Receptionist, Central Office Receptionist

Grade B - 10 month Hourly

Arthur road, Lewis, Parkside, Roxbury regular secretaries
Orchard, Solon Middle School regular secretaries
High School department and Assistant Principal secretaries
Central Office department secretaries, Gifted

Educational schooling for secretaries, compensation paid for
by Solon Board of Education

LONGEVITY PAY - COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule
18 years, 9% Above Schedule
20 years, 11% Above Schedule

**SOLON BOARD OF EDUCATION
EFFECTIVE JULY 1, 2015**

CLERICAL SALARY SCHEDULE

Step	Grade A	Grade A	Grade A	Grade B
	Range I 12 mos. (7 hrs.)	Range II 12 mos. (7 hrs.)	Range III 12 mos. (7 hrs.)	10 mos. Hourly
0	32,978	31,975	31,109	17.09
1	34,101	33,093	32,233	17.71
2	35,228	34,218	33,354	18.33
3	36,348	35,345	34,477	18.94
4	37,469	36,461	35,598	19.56
5	38,591	37,586	36,720	20.18
6	39,715	38,705	37,844	20.79
7	40,838	39,830	38,966	21.41
8	41,961	40,952	40,089	22.03
9	43,082	42,075	41,213	22.64
10	44,204	43,196	42,333	23.26
11	45,328	44,320	43,455	23.88
12	46,451	45,441	44,580	24.49
13	47,571	46,564	45,703	25.11

Grade A Range I

High School Principal, Asst Principal, Guidance & Athletics
Central Office Asst. Superintendent, Pupil Services and Data Proc.
Orchard and Solon Middle School Principal
Head Secretary Arthur Road, Lewis, Parkside and Roxbury

Grade A Range II

Secretaries to Transportation and Maintenance

Grade A Range III

High School Receptionist, Central Office Receptionist

Grade B - 10 month Hourly

Arthur road, Lewis, Parkside, Roxbury regular secretaries
Orchard, Solon Middle School regular secretaries
High School department and Assistant Principal secretaries
Central Office department secretaries, Gifted

Educational schooling for secretaries, compensation paid for
by Solon Board of Education

LONGEVITY PAY - COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule
18 years, 9% Above Schedule
20 years, 11% Above Schedule

**SOLON BOARD OF EDUCATION
EFFECTIVE JULY 1, 2016**

CLERICAL SALARY SCHEDULE

Step	Grade A	Grade A	Grade A	Grade B.
	Range I 12 mos. (7 hrs.)	Range II 12 mos. (7 hrs.)	Range III 12 mos. (7 hrs.)	10 mos. Hourly
0	33,803	32,774	31,887	17.52
1	34,954	33,921	33,039	18.15
2	36,109	35,074	34,187	18.78
3	37,257	36,229	35,339	19.42
4	38,405	37,372	36,488	20.05
5	39,556	38,525	37,638	20.68
6	40,708	39,673	38,790	21.31
7	41,859	40,826	39,940	21.95
8	43,010	41,976	41,091	22.58
9	44,159	43,127	42,243	23.21
10	45,309	44,276	43,392	23.84
11	46,461	45,428	44,542	24.47
12	47,612	46,577	45,695	25.11
13	48,761	47,729	46,846	25.74

Grade A Range I

High School Principal, Asst Principal, Guidance & Athletics
Central Office Asst. Superintendent, Pupil Services and Data Proc.
Orchard and Solon Middle School Principal
Head Secretary Arthur Road, Lewis, Parkside and Roxbury

Grade A Range II

Secretaries to Transportation and Maintenance

Grade A Range III

High School Receptionist, Central Office Receptionist

Grade B - 10 month Hourly

Arthur road, Lewis, Parkside, Roxbury regular secretaries
Orchard, Solon Middle School regular secretaries
High School department and Assistant Principal secretaries
Central Office department secretaries, Gifted

Educational schooling for secretaries, compensation paid for
by Solon Board of Education

LONGEVITY PAY - COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule
18 years, 9% Above Schedule
20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION

Effective July 1, 2014

CUSTODIAL DEPARTMENT SALARY SCHEDULE

Step	Grade I	Grade II	Grade III	Grade IV
0		37,425	32,008	26,665
1		38,578	33,252	26,934
2		39,996	34,491	27,206
3		41,285	35,734	28,264
4		42,570	36,978	29,317
5	49,295	43,861	38,225	30,375
6	50,710	45,150	39,464	31,430
7	52,124	46,438	40,713	32,490
8	53,540	47,721	41,954	33,545
9	54,958	49,013	43,200	33,880
10	56,374	50,294	44,439	34,220
11	57,790	51,587	45,685	34,562
12	59,205	52,873	46,932	34,907
13	(1) 60,621	54,158	48,196	
14	(2) 62,017	55,445	49,463	
15	(3) 63,452	56,730	50,730	

Note 1 Maximum Custodian Elementary Bldg. and Administration Bldg.

Note 2 Maximum Custodian Middle School Bldg.

Note 3 Maximum Custodian High School Bldg.

Notes above pertain to Grades I and II.

Grade I - Head Custodian

Grade II - Assistant Head Custodian day or night*

Grade III - Custodian Cleaner, day or night*

If licensed boiler operator \$1,012 plus actual up to \$50 for license

*2nd shift differential, \$.50 per hour, paid year-round

*3rd shift differential, \$1.10 per hour, paid year-round

Permanent pool custodians and high school head custodians

\$1,012 if certified.

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule

18 years, 9% Above Schedule

20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION
Effective July 1, 2015

CUSTODIAL DEPARTMENT SALARY SCHEDULE

Step		Grade I	Grade II	Grade III	Grade IV
0			38,360	32,808	27,331
1			39,543	34,083	27,607
2			40,996	35,354	27,887
3			42,317	36,627	28,971
4			43,634	37,903	30,050
5		50,527	44,958	39,180	31,134
6		51,978	46,279	40,450	32,216
7		53,427	47,598	41,731	33,302
8		54,878	48,914	43,002	34,383
9		56,332	50,238	44,280	34,727
10		57,784	51,552	45,550	35,075
11		59,235	52,876	46,827	35,426
12		60,685	54,195	48,106	35,780
13	(1)	62,136	55,512	49,401	
14	(2)	63,567	56,831	50,699	
15	(3)	65,038	58,149	51,998	

Note 1 Maximum Custodian Elementary Bldg. and Administration Bldg.

Note 2 Maximum Custodian Middle School Bldg.

Note 3 Maximum Custodian High School Bldg.

Notes above pertain to Grades I and II.

Grade I - Head Custodian

Grade II - Assistant Head Custodian day or night*

Grade III - Custodian Cleaner, day or night*

If licensed boiler operator \$1,012 plus actual up to \$50 for license

*2nd shift differential, \$.50 per hour, paid year-round

*3rd shift differential, \$1.10 per hour, paid year-round

Permanent pool custodians and high school head custodians

\$1,012 if certified.

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule

18 years, 9% Above Schedule

20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION

Effective July 1, 2016

CUSTODIAL DEPARTMENT SALARY SCHEDULE

Step		Grade I	Grade II	Grade III	Grade IV
0			39,319	33,628	28,015
1			40,531	34,935	28,298
2			42,021	36,237	28,584
3			43,375	37,543	29,695
4			44,725	38,850	30,801
5		51,790	46,081	40,160	31,912
6		53,278	47,436	41,462	33,021
7		54,763	48,788	42,774	34,135
8		56,250	50,137	44,078	35,243
9		57,740	51,494	45,387	35,596
10		59,228	52,840	46,689	35,952
11		60,716	54,198	47,998	36,311
12		62,202	55,549	49,308	36,675
13	(1)	63,690	56,900	50,636	
14	(2)	65,157	58,252	51,967	
15	(3)	66,664	59,602	53,298	

Note 1 Maximum Custodian Elementary Bldg. and Administration Bldg.

Note 2 Maximum Custodian Middle School Bldg.

Note 3 Maximum Custodian High School Bldg.

Notes above pertain to Grades I and II.

Grade I - Head Custodian

Grade II - Assistant Head Custodian day or night*

Grade III - Custodian Cleaner, day or night*

If licensed boiler operator \$1,012 plus actual up to \$50 for license

*2nd shift differential, \$.50 per hour, paid year-round

*3rd shift differential, \$1.10 per hour, paid year-round

Permanent pool custodians and high school head custodians

\$1,012 if certified.

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule

18 years, 9% Above Schedule

20 years, 11% Above Schedule

**SOLON BOARD OF EDUCATION
EFFECTIVE July 1, 2014**

EMIS PROFESSIONAL SALARY SCHEDULE

<u>STEP</u>	<u>GRADE A</u>
0	34,830
1	36,037
2	37,236
3	38,441
4	39,651
5	40,857
6	42,060
7	43,264
8	44,468
9	45,673
10	46,881
11	48,089
12	49,292
13	50,495

Grade A - EMIS Professional (12 months; 7 hours per day)
CEP (Certified EMIS Professional) Certification - 5% Total
CEP Training - 2% above schedule - 100 points earned prior to July 1st
CEP Training - 3% above schedule - 200 points earned prior to July 1st
CEP Training - 5% above schedule Certified prior to July 1st
(certification must be maintained to receive 5%)

LONGEVITY PAY - COMPLETION OF YEARS WITH SOLON SCHOOLS

15 YEARS - 6% ABOVE SCHEDULE
18 YEARS - 9% ABOVE SCHEDULE
20 YEARS - 11% ABOVE SCHEDULE

SOLON BOARD OF EDUCATION
EFFECTIVE July 1, 2015

EMIS PROFESSIONAL SALARY SCHEDULE

<u>STEP</u>	<u>GRADE A</u>
0	35,701
1	36,938
2	38,167
3	39,402
4	40,643
5	41,879
6	43,111
7	44,346
8	45,580
9	46,814
10	48,053
11	49,291
12	50,524
13	51,757

Grade A - EMIS Professional (12 months; 7 hours per day)
CEP (Certified EMIS Professional) Certification - 5% Total
CEP Training - 2% above schedule - 100 points earned prior to July 1st
CEP Training - 3% above schedule - 200 points earned prior to July 1st
CEP Training - 5% above schedule Certified prior to July 1st
(certification must be maintained to receive 5%)

LONGEVITY PAY - COMPLETION OF YEARS WITH SOLON SCHOOLS

15 YEARS - 6% ABOVE SCHEDULE
18 YEARS - 9% ABOVE SCHEDULE
20 YEARS - 11% ABOVE SCHEDULE

**SOLON BOARD OF EDUCATION
EFFECTIVE July 1, 2016**

EMIS PROFESSIONAL SALARY SCHEDULE

<u>STEP</u>	<u>GRADE A</u>
0	36,593
1	37,861
2	39,121
3	40,387
4	41,659
5	42,926
6	44,189
7	45,455
8	46,719
9	47,985
10	49,255
11	50,523
12	51,787
13	53,051

Grade A - EMIS Professional (12 months; 7 hours per day)
CEP (Certified EMIS Professional) Certification - 5% Total
CEP Training - 2% above schedule - 100 points earned prior to July 1st
CEP Training - 3% above schedule - 200 points earned prior to July 1st
CEP Training - 5% above schedule Certified prior to July 1st
(certification must be maintained to receive 5%)

LONGEVITY PAY - COMPLETION OF YEARS WITH SOLON SCHOOLS

15 YEARS - 6% ABOVE SCHEDULE
18 YEARS - 9% ABOVE SCHEDULE
20 YEARS - 11% ABOVE SCHEDULE

SOLON BOARD OF EDUCATION

Effective July 1, 2014

GRAPHICS DEPARTMENT SALARY SCHEDULE

<u>Step</u>	<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>
0	39,979	34,982	11.11
1	41,364	36,194	11.51
2	42,745	37,398	11.92
3	44,124	38,608	12.35
4	45,513	39,825	12.82
5	46,892	41,036	
6	48,277	42,243	
7	49,662	43,453	
8	51,042	44,663	
9	52,429	45,872	13.20
10	53,812	47,085	
11	55,193	48,298	
12	56,580	49,507	
13	57,957	50,715	
14	59,344		
15	60,728		

Grade I Technician/Printer, Dispatch and Routing

Grade II Technician

Grade III Copier Equipment Operator

Temporary student workers, federal minimum wage
and experience increment.

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule

18 years, 9% Above Schedule

20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION
Effective July 1, 2015

GRAPHICS DEPARTMENT SALARY SCHEDULE

<u>Step</u>	<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>
0	40,978	35,856	11.39
1	42,398	37,099	11.79
2	43,814	38,333	12.22
3	45,227	39,573	12.66
4	46,651	40,821	13.14
5	48,065	42,062	
6	49,484	43,299	
7	50,903	44,539	
8	52,318	45,779	
9	53,740	47,019	13.53
10	55,157	48,262	
11	56,573	49,505	
12	57,995	50,744	
13	59,406	51,983	
14	60,827		
15	62,246		

Grade I Technician/Printer, Dispatch and Routing

Grade II Technician

Grade III Copier Equipment Operator

Temporary student workers, federal minimum wage
and experience increment.

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule

18 years, 9% Above Schedule

20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION

Effective July 1, 2016

GRAPHICS DEPARTMENT SALARY SCHEDULE

<u>Step</u>	<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>
0	42,003	36,753	11.67
1	43,458	38,026	12.09
2	44,909	39,292	12.53
3	46,358	40,563	12.98
4	47,818	41,841	13.47
5	49,266	43,113	
6	50,721	44,382	
7	52,176	45,653	
8	53,626	46,924	
9	55,083	48,195	13.87
10	56,536	49,469	
11	57,987	50,743	
12	59,445	52,013	
13	60,892	53,283	
14	62,348		
15	63,802		

Grade I Technician/Printer, Dispatch and Routing

Grade II Technician

Grade III Copier Equipment Operator

Temporary student workers, federal minimum wage
and experience increment.

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule

18 years, 9% Above Schedule

20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION
Effective July 1, 2014

INFORMATION SYSTEMS DEPT. SALARY SCHEDULE

<u>Step</u>	<u>Grade A</u>	<u>Grade B</u>	<u>Grade C</u>
0	49,295	41,273	33,252
1	50,709	42,600	34,491
2	52,125	43,931	35,734
3	53,540	45,258	36,978
4	54,958	46,592	38,225
5	56,371	47,919	39,464
6	57,790	49,249	40,713
7	59,205	50,581	41,954
8	60,621	51,910	43,201
9	62,017	53,228	44,440
10	63,452	54,567	45,685

Grade A - Network Technician (12 months; 8 hours per day)

Grade B - PC Technician (12 months; 8 hours per day)

Grade C - Technology Aide (12 months; 8 hours per day)

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule

18 years, 9% Above Schedule

20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION
Effective July 1, 2015

INFORMATION SYSTEMS DEPT. SALARY SCHEDULE

<u>Step</u>	<u>Grade A</u>	<u>Grade B</u>	<u>Grade C</u>
0	50,527	42,305	34,083
1	51,977	43,665	35,354
2	53,428	45,030	36,627
3	54,878	46,390	37,903
4	56,332	47,756	39,180
5	57,781	49,117	40,450
6	59,235	50,480	41,731
7	60,685	51,845	43,002
8	62,136	53,208	44,281
9	63,567	54,558	45,551
10	65,038	55,931	46,827

Grade A - Network Technician (12 months; 8 hours per day)

Grade B - PC Technician (12 months; 8 hours per day)

Grade C - Technology Aide (12 months; 8 hours per day)

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule

18 years, 9% Above Schedule

20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION
Effective July 1, 2016

INFORMATION SYSTEMS DEPT. SALARY SCHEDULE

<u>Step</u>	<u>Grade A</u>	<u>Grade B</u>	<u>Grade C</u>
0	51,790	43,363	34,935
1	53,276	44,757	36,237
2	54,764	46,155	37,543
3	56,250	47,550	38,850
4	57,740	48,950	40,160
5	59,225	50,344	41,462
6	60,716	51,742	42,774
7	62,202	53,141	44,078
8	63,690	54,538	45,388
9	65,157	55,922	46,690
10	66,664	57,329	47,998

Grade A - Network Technician (12 months; 8 hours per day)

Grade B - PC Technician (12 months; 8 hours per day)

Grade C - Technology Aide (12 months; 8 hours per day)

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule

18 years, 9% Above Schedule

20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION
Effective July 1, 2014

MAINTENANCE DEPARTMENT SALARY SCHEDULE

<u>Step</u>	<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>	<u>Grade IV</u>
0		39,979	33,252	26,471
1		41,364	34,491	27,467
2		42,745	35,734	28,494
3		44,124	36,978	29,522
4		45,513	38,225	30,549
5	49,295	46,892	39,464	31,573
6	50,710	48,277	40,713	32,633
7	52,124	49,662	41,954	33,726
8	53,540	51,042	43,201	34,814
9	54,958	52,429	44,440	35,905
10	56,374	53,812	45,685	37,028
11	57,790	55,193	46,932	38,153
12	59,205	56,580	48,196	39,275
13	60,621	57,957	49,463	37,259
14	62,017	59,344	50,730	41,618
15	63,452	60,728	52,023	42,806

Grade I - Tradespeople
Grade II - Maintenance Worker
Grade III - Maintenance Assistant
Grade IV - Maintenance Assistant II

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule
18 years, 9% Above Schedule
20 years, 11% Above Schedule

SUPERVISOR'S RESPONSIBILITY PREMIUM ON SCHEDULE SALARY

MAINTENANCE SUPERVISOR DEPUTY PAY.....2%

Tradesman's motor vehicle allowance: \$12.77 per day worked.

Prior Approval Required.

SOLON BOARD OF EDUCATION
Effective July 1, 2015

MAINTENANCE DEPARTMENT SALARY SCHEDULE

<u>Step</u>	<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>	<u>Grade IV</u>
0		40,978	34,083	27,133
1		42,398	35,354	28,153
2		43,814	36,627	29,206
3		45,227	37,903	30,260
4		46,651	39,180	31,313
5	50,527	48,065	40,450	32,362
6	51,978	49,484	41,731	33,449
7	53,427	50,903	43,002	34,569
8	54,878	52,318	44,281	35,684
9	56,332	53,740	45,551	36,803
10	57,784	55,157	46,827	37,954
11	59,235	56,573	48,106	39,107
12	60,685	57,995	49,401	40,257
13	62,136	59,406	50,699	38,190
14	63,567	60,827	51,998	42,658
15	65,038	62,246	53,324	43,876

Grade I - Tradespeople
 Grade II - Maintenance Worker
 Grade III - Maintenance Assistant
 Grade IV - Maintenance Assistant II

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule
 18 years, 9% Above Schedule
 20 years, 11% Above Schedule

SUPERVISOR'S RESPONSIBILITY PREMIUM ON SCHEDULE SALARY

MAINTENANCE SUPERVISOR DEPUTY PAY.....2%

Tradesman's motor vehicle allowance: \$12.77 per day worked.
 Prior Approval Required.

SOLON BOARD OF EDUCATION
Effective July 1, 2016

MAINTENANCE DEPARTMENT SALARY SCHEDULE

<u>Step</u>	<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>	<u>Grade IV</u>
0		42,003	34,935	27,811
1		43,458	36,237	28,857
2		44,909	37,543	29,936
3		46,358	38,850	31,016
4		47,818	40,160	32,096
5	51,790	49,266	41,462	33,171
6	53,278	50,721	42,774	34,285
7	54,763	52,176	44,078	35,434
8	56,250	53,626	45,388	36,576
9	57,740	55,083	46,690	37,723
10	59,228	56,536	47,998	38,903
11	60,716	57,987	49,308	40,085
12	62,202	59,445	50,636	41,263
13	63,690	60,892	51,967	39,145
14	65,157	62,348	53,298	43,725
15	66,664	63,802	54,657	44,973

Grade I - Tradespeople
Grade II - Maintenance Worker
Grade III - Maintenance Assistant
Grade IV - Maintenance Assistant II

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule
18 years, 9% Above Schedule
20 years, 11% Above Schedule

SUPERVISOR'S RESPONSIBILITY PREMIUM ON SCHEDULE SALARY

MAINTENANCE SUPERVISOR DEPUTY PAY.....2%

Tradesman's motor vehicle allowance: \$12.77 per day worked.

Prior Approval Required.

SOLON BOARD OF EDUCATION
Effective July 1, 2014

MEDIA AIDE DEPARTMENT SALARY SCHEDULE

<u>Step</u>	
0	17.85
1	18.50
2	19.11
3	19.76
4	20.37
5	21.01
6	21.66
7	22.30
8	22.89
9	23.53
10	24.18
11	24.80
12	25.42
13	26.07

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

\$750 Stipend for Aide working without Specialists

- 15 years, 6% Above Schedule
- 18 years, 9% Above Schedule
- 20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION
Effective July 1, 2015

MEDIA AIDE DEPARTMENT SALARY SCHEDULE

<u>Step</u>	
0	18.30
1	18.97
2	19.59
3	20.25
4	20.88
5	21.54
6	22.21
7	22.85
8	23.46
9	24.12
10	24.79
11	25.42
12	26.05
13	26.72

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

\$750 Stipend for Aide working without Specialists

15 years, 6% Above Schedule
18 years, 9% Above Schedule
20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION
Effective July 1, 2016

MEDIA AIDE DEPARTMENT SALARY SCHEDULE

<u>Step</u>	
0	18.75
1	19.44
2	20.08
3	20.76
4	21.40
5	22.08
6	22.76
7	23.43
8	24.05
9	24.72
10	25.41
11	26.05
12	26.71
13	27.39

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

\$750 Stipend for Aide working without Specialists

15 years, 6% Above Schedule

18 years, 9% Above Schedule

20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION
Effective July 1, 2014

PARKING LOT ATTENDENT SALARY SCHEDULE

<u>Step</u>	<u>Salary</u>
0	10.69
1	11.11
2	11.51
3	11.92
4	12.35

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule
18 years, 9% Above Schedule
20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION
Effective July 1, 2015

PARKING LOT ATTENDENT SALARY SCHEDULE

<u>Step</u>	<u>Salary</u>
0	10.96
1	11.39
2	11.79
3	12.22
4	12.66

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule
18 years, 9% Above Schedule
20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION
Effective July 1, 2016

PARKING LOT ATTENDENT SALARY SCHEDULE

<u>Step</u>	<u>Salary</u>
0	11.23
1	11.67
2	12.09
3	12.53
4	12.98

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule
18 years, 9% Above Schedule
20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION

Effective July 1, 2014

TRANSPORTATION DEPARTMENT SALARY SCHEDULE

Step	<u>Grade I</u> <u>Range A</u>	<u>Grade I</u> <u>Range B</u>	<u>Grade II</u>	<u>Grade III</u>
0		39,979	39,982	16.34
1		41,364	41,361	17.01
2		42,745	42,772	17.60
3		44,124	44,154	18.21
4		45,513	45,532	18.82
5	49,285	46,892	46,915	19.45
6	50,732	48,276	48,292	20.08
7	52,141	49,662	49,670	20.69
8	53,556	51,042	51,049	21.33
9	54,966	52,429	52,432	22.01
10	56,381	53,812	53,811	22.67
11	57,791	55,194	55,190	23.33
12	59,202	56,580	56,572	23.96
13	60,679	57,958	57,984	24.64
14		59,343		25.32
15		60,728		

- I A Tradesman/Vehicle Operator
- I B Dispatch and Routing*
- II Maintenance Worker/Vehicle Operator
- III Short Hours Vehicle Operator

\$1.00 per hour Grandfathered Drivers

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

- 15 years, 6% Above Schedule
- 18 years, 9% Above Schedule
- 20 years, 11% Above Schedule

RESPONSIBILITY PREMIUM ON SCHEDULED SALARY

* TRANSPORTATION SUPVR. DEPUTY PAY.....2%

SOLON BOARD OF EDUCATION

Effective July 1, 2015

TRANSPORTATION DEPARTMENT SALARY SCHEDULE

Step	<u>Grade I</u> <u>Range A</u>	<u>Grade I</u> <u>Range B</u>	<u>Grade II</u>	<u>Grade III</u>
0		40,978	40,982	16.75
1		42,398	42,395	17.44
2		43,814	43,841	18.04
3		45,228	45,258	18.66
4		46,651	46,670	19.29
5	50,518	48,064	48,088	19.94
6	52,000	49,483	49,499	20.58
7	53,444	50,903	50,912	21.21
8	54,895	52,318	52,325	21.87
9	56,341	53,740	53,743	22.56
10	57,791	55,158	55,157	23.23
11	59,236	56,573	56,570	23.92
12	60,682	57,994	57,986	24.55
13	62,196	59,407	59,434	25.26
14		60,827		25.95
15		62,246		

- I A Tradesman/Vehicle Operator
- I B Dispatch and Routing*
- II Maintenance Worker/Vehicle Operator
- III Short Hours Vehicle Operator

\$1.00 per hour Grandfathered Drivers

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

- 15 years, 6% Above Schedule
- 18 years, 9% Above Schedule
- 20 years, 11% Above Schedule

RESPONSIBILITY PREMIUM ON SCHEDULED SALARY

* TRANSPORTATION SUPVR. DEPUTY PAY.....2%

SOLON BOARD OF EDUCATION
Effective July 1, 2016

TRANSPORTATION DEPARTMENT SALARY SCHEDULE

Step	<u>Grade I</u> <u>Range A</u>	<u>Grade I</u> <u>Range B</u>	<u>Grade II</u>	<u>Grade III</u>
0		42,003	42,006	17.16
1		43,458	43,455	17.87
2		44,909	44,937	18.50
3		46,358	46,389	19.13
4		47,817	47,837	19.77
5	51,780	49,266	49,290	20.44
6	53,300	50,720	50,737	21.09
7	54,780	52,176	52,185	21.74
8	56,267	53,626	53,633	22.41
9	57,749	55,083	55,087	23.13
10	59,236	56,537	56,536	23.81
11	60,717	57,988	57,984	24.51
12	62,199	59,444	59,435	25.17
13	63,751	60,892	60,920	25.89
14		62,348		26.60
15		63,802		

- I A Tradesman/Vehicle Operator
- I B Dispatch and Routing*
- II Maintenance Worker/Vehicle Operator
- III Short Hours Vehicle Operator

\$1.00 per hour Grandfathered Drivers

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

- 15 years, 6% Above Schedule
- 18 years, 9% Above Schedule
- 20 years, 11% Above Schedule

RESPONSIBILITY PREMIUM ON SCHEDULED SALARY

* TRANSPORTATION SUPVR. DEPUTY PAY.....2%

SOLON BOARD OF EDUCATION
Effective July 1, 2014

TREASURER'S DEPARTMENT SALARY SCHEDULE

<u>Step</u>	<u>Grade A</u>	<u>Grade B</u>
0	34,982	31,684
1	36,194	32,778
2	37,398	33,876
3	38,608	34,972
4	39,825	36,063
5	41,036	37,160
6	42,243	38,253
7	43,453	39,351
8	44,663	40,445
9	45,872	41,540
10	47,085	42,633
11	48,298	43,730
12	49,507	44,824
13	50,715	45,919

Grade A Payroll Clerk, Accounting Specialist

* Grade B Accounts Payable, Accounts receivable, High School
Bookstore

*Note: Employees in the Treasurer's Department are grandfathered with respect to their job bidding rights as secretaries/clerical as set forth under "Job Posting and Bidding Procedures". The individuals grandfathered for bidding in the secretaria/clerical department while they are in their current positions are: Mary Lou Fazio and Carol Schultz

Educational schooling for secretaries, compensation paid
for by Board of Education.

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule
18 years, 9% Above Schedule
20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION
Effective July 1, 2015

TREASURER'S DEPARTMENT SALARY SCHEDULE

<u>Step</u>	<u>Grade A</u>	<u>Grade B</u>
0	35,856	32,476
1	37,099	33,597
2	38,333	34,723
3	39,573	35,846
4	40,821	36,965
5	42,062	38,089
6	43,299	39,209
7	44,539	40,334
8	45,779	41,456
9	47,019	42,578
10	48,262	43,699
11	49,505	44,824
12	50,744	45,944
13	51,983	47,067

Grade A Payroll Clerk, Accounting Specialist

* Grade B Accounts Payable, Accounts receivable, High School
Bookstore

*Note: Employees in the Treasurer's Department are grandfathered with respect to their job bidding rights as secretaries/clerical as set forth under "Job Posting and Bidding Procedures". The individuals grandfathered for bidding in the secretaria/clerical department while they are in their current positions are: Mary Lou Fazio and Carol Schultz

Educational schooling for secretaries, compensation paid
for by Board of Education.

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule
18 years, 9% Above Schedule
20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION
Effective July 1, 2016

TREASURER'S DEPARTMENT SALARY SCHEDULE

<u>Step</u>	<u>Grade A</u>	<u>Grade B</u>
0	36,753	33,288
1	38,026	34,437
2	39,292	35,591
3	40,563	36,742
4	41,841	37,889
5	43,113	39,041
6	44,382	40,190
7	45,653	41,343
8	46,924	42,493
9	48,195	43,642
10	49,469	44,791
11	50,743	45,944
12	52,013	47,093
13	53,283	48,244

Grade A Payroll Clerk, Accounting Specialist

* Grade B Accounts Payable, Accounts receivable, High School
Bookstore

*Note: Employees in the Treasurer's Department are grandfathered with respect to their job bidding rights as secretaries/clerk as set forth under "Job Posting and Bidding Procedures". The individuals grandfathered for bidding in the secretaria/clerkal department while they are in their current positions are: Mary Lou Fazio and Carol Schultz

Educational schooling for secretaries, compensation paid
for by Board of Education.

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule
18 years, 9% Above Schedule
20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION

Effective July 1, 2014

VEHICLE MAINTENANCE DEPARTMENT SALARY SCHEDULE

<u>Step</u>	<u>Grade I</u>	<u>Grade II</u>
0		39,979
1		41,364
2		42,745
3		44,124
4		45,513
5	49,295	46,892
6	50,710	48,277
7	52,124	49,662
8	53,540	51,042
9	54,958	52,429
10	56,374	53,812
11	57,790	55,193
12	59,205	56,580
13	60,621	57,957
14	62,017	59,344
15	63,452	60,728

Grade I Head Mechanic

Grade II Mechanic

ASE Certification \$400 per year.

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule

18 years, 9% Above Schedule

20 years, 11% Above Schedule

SUPERVISOR'S RESPONSIBILITY PREMIUM ON SCHEDULE SALARY

VEHICLE MAINTENANCE.....7%

SOLON BOARD OF EDUCATION
Effective July 1, 2015

VEHICLE MAINTENANCE DEPARTMENT SALARY SCHEDULE

<u>Step</u>	<u>Grade I</u>	<u>Grade II</u>
0		40,978
1		42,398
2		43,814
3		45,227
4		46,651
5	50,527	48,065
6	51,978	49,484
7	53,427	50,903
8	54,878	52,318
9	56,332	53,740
10	57,784	55,157
11	59,235	56,573
12	60,685	57,995
13	62,136	59,406
14	63,567	60,827
15	65,038	62,246

Grade I Head Mechanic
Grade II Mechanic

ASE Certification \$400 per year.

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule
18 years, 9% Above Schedule
20 years, 11% Above Schedule

SUPERVISOR'S RESPONSIBILITY PREMIUM ON SCHEDULE SALARY

VEHICLE MAINTENANCE.....7%

SOLON BOARD OF EDUCATION

Effective July 1, 2016

VEHICLE MAINTENANCE DEPARTMENT SALARY SCHEDULE

<u>Step</u>	<u>Grade I</u>	<u>Grade II</u>
0		42,003
1		43,458
2		44,909
3		46,358
4		47,818
5	51,790	49,266
6	53,278	50,721
7	54,763	52,176
8	56,250	53,626
9	57,740	55,083
10	59,228	56,536
11	60,716	57,987
12	62,202	59,445
13	63,690	60,892
14	65,157	62,348
15	66,664	63,802

Grade I Head Mechanic

Grade II Mechanic

ASE Certification \$400 per year.

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule

18 years, 9% Above Schedule

20 years, 11% Above Schedule

SUPERVISOR'S RESPONSIBILITY PREMIUM ON SCHEDULE SALARY

VEHICLE MAINTENANCE.....7%

SOLON BOARD OF EDUCATION
Effective July 1, 2014

WAREHOUSE DEPARTMENT SALARY SCHEDULE

Step	Grade I	Grade II
0		26,665
1		26,934
2		27,206
3		28,264
4		29,317
5	49,295	30,375
6	50,710	31,430
7	52,124	32,490
8	53,540	33,545
9	54,958	33,880
10	56,374	34,220
11	57,790	34,562
12	59,205	34,907
13	60,621	
14	62,017	
15	63,452	

Grade I - Warehouse Manager

Grade II - Warehouse Driver

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule

18 years, 9% Above Schedule

20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION
Effective July 1, 2015

WAREHOUSE DEPARTMENT SALARY SCHEDULE

Step	Grade I	Grade II
0		27,332
1		27,607
2		27,886
3		28,971
4		30,050
5	50,527	31,134
6	51,978	32,216
7	53,427	33,302
8	54,878	34,384
9	56,332	34,727
10	57,784	35,076
11	59,235	35,426
12	60,685	35,780
13	62,136	
14	63,567	
15	65,038	

Grade I - Warehouse Manager

Grade II - Warehouse Driver

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule

18 years, 9% Above Schedule

20 years, 11% Above Schedule

SOLON BOARD OF EDUCATION
Effective July 1, 2016

WAREHOUSE DEPARTMENT SALARY SCHEDULE

Step	Grade I	Grade II
0		28,015
1		28,298
2		28,583
3		29,695
4		30,801
5	51,790	31,913
6	53,278	33,021
7	54,763	34,135
8	56,250	35,243
9	57,740	35,595
10	59,228	35,952
11	60,716	36,312
12	62,202	36,674
13	63,690	
14	65,157	
15	66,664	

Grade I - Warehouse Manager
Grade II - Warehouse Driver

LONGEVITY PAY, COMPLETION OF YEARS WITH SOLON SCHOOLS

15 years, 6% Above Schedule
18 years, 9% Above Schedule
20 years, 11% Above Schedule

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

FOR THE SCHOOL YEARS

2014-15

2015-16

2016-17

BOARD OF EDUCATION

Julie Glavin, President
John Heckman, Vice President
Margo Morrow
Kevin Patton
Marilyn Thomas
Tim Pickana, Treasurer

ADMINISTRATION

Joseph V. Regano, Superintendent
Deborah V. Siegel, Assistant Superintendent

SOLON EDUCATION ASSOCIATION

David Sheppard, President of Solon Education Association

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I. Recognition

A. Description of the Bargaining Unit

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

The bargaining unit shall also include "leave replacement teachers" (60 consecutive days or more), teachers who are hired to replace a teacher on a long-term leave of absence. Such leave replacement teachers are entitled to placement on the regular teacher salary schedule and the benefits of other provisions of the Board-SEA Agreement for the school year of employment. Contracts issued to substitute leave replacement teachers shall be considered automatically non-renewed at the conclusion of each school year without the necessity of further action by the Board, completion of the evaluation procedure, or delivery of notice of non-renewal.

B. Subjects of Negotiation

Recognition is for the purpose of negotiating all matters pertaining to salary and wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

C. Nondiscrimination

No Board-employed certificated/licensed personnel covered by the Agreement shall be denied membership in the Association, and Association membership shall not be required as a condition of employment or continued employment of such personnel by the Board. The Association shall admit into its membership and shall represent person within the unit without discrimination on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes")

D. Association Rights

1. During the term of this Agreement, The Board shall deduct S.E.A. dues from the paychecks of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

- a. Total annual dues shall be deducted in ten installments beginning with the October 15 paycheck and continuing over nine more paychecks (the paycheck for the 15th of the next nine months).

- b. The S.E.A. treasurer shall certify to the Board or its designee the amounts due and names of employees signing authorization forms by October 1.
- c. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the S.E.A. treasurer within fifteen (15) days from the date of making said deductions.
- d. The Board shall withhold the balance of any S.E.A. dues from the final paycheck of anyone who resigns, retires, who takes leave if all ten authorized dues payments have not been made. Personnel hired after October 15 of any school year may elect to have deducted in even installments from the remaining paychecks an amount that will coincide with the total dues deducted for other members. In the event that a deduction is missed because of an error or mistake, the Board shall be held harmless as to the payment of said dues.
- e. Members of the S.E.A. may withdraw membership and terminate dues check-off (authorized by payroll deduction) only after notifying the S.E.A. and the Board in writing of such intent to withdraw membership and terminate dues check-off between May 1 and May 30 of any calendar year.

2. The Association also has the following rights:

- a. Use of space on school bulletin boards;
- b. Occasional announcements in faculty meetings and/or insertions in bulletins to teachers;
- c. Use of all forms of school communications as long as there is no interference with regular business conducted at each building or the school district;
- d. Use of buildings for meetings not held on school time or in conflict with other school activities in accordance with district building use policy;
- e. Designation of the first and third Wednesdays of each month as S.E.A. meeting nights and all S.E.A. members being free to attend such meetings as may be called on these dates at 4:00 P.M.;
- f. Use of school equipment when such equipment is not otherwise in use;
- g. Duly authorized representatives of the Association permitted reasonable access to school property in order to transact official Association business (Said Association business shall not be conducted during teacher classroom time or any teacher supervisory duties. Duly authorized representatives shall be responsible for checking in with the school office in accordance with the procedures for any school visitors.);
- h. The Association President shall be notified of all Board meetings as much in advance as possible, and shall receive a copy of the agenda for each Board meeting, copies of Board items on the agenda, copies of all material distributed at each Board of Education meeting, and a copy of the minutes for each official meeting;
- i. The Association shall be afforded an opportunity to address all employees prior to the first day of classes;
- j. Attendance at professional conferences, conventions, hearings, seminars, and legislative sessions are valid reasons for Professional Leave. Any days granted to Association leadership or designees shall be directed to the Superintendent and shall not be charged against Professional Leave days. Such requests shall be authorized and signed by the President of the Solon Education Association;

- k. The Association and the Administration shall schedule at least two (2) dialogue sessions to informally discuss concerns of either party. These sessions shall be in October and February and shall be concerned with general working conditions. Those in attendance may be any members of the Central Administration, S.E.A. Executive Board and invited guests. Additional dialogue sessions may be scheduled as deemed necessary by either the Association or the Administration.

II. Statement of Principles

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

III. Definitions

- A. "Agreement" refers to items on which accord has been reached under the terms of negotiating procedures (as differentiated from the capitalized form of the word Agreement which indicates this entire document.)
- B. Management (Board) responsibility —The Board is a body corporate and politic. It has those management rights conferred under Ohio Revised Code Section 4117.08 (C) (1) through (9).
 - 1. Unless the Board agrees otherwise in this Agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the Board to:
 - a. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standard of services, its overall budget, utilization of technology, and organizational structure;
 - b. Direct, supervise, evaluate or hire employees;
 - c. Maintain and improve the efficiency and effectiveness of school operations;
 - d. Determine the overall methods, process, means, or personnel by which school operations are to be conducted;
 - e. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
 - f. Determine the adequacy of the work force;
 - g. Determine the overall mission of the school system;
 - h. Effectively manage the work force;
 - i. Take actions to carry out the mission of the Board as a governmental unit.
 - 2. The Board is not required to bargain on subjects reserved to the management and direction of the school system except as it affects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement. Employee(s) or the Association may raise a legitimate complaint or file a grievance based on this Agreement.

IV. Negotiation Meetings

- A. Negotiations for a new collective bargaining Agreement between parties shall commence with the sending of a notice to negotiate and the procedures set forth in Chapter 4117 of the Ohio Revised Code and the Ohio Administrative Code.

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

V. Assistance and Study Committees

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

VI. Information

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

VII. Release of Information

- A. While negotiations are in progress and until provisions of this document are exhausted, no information concerning negotiations shall be given to news media or to the public except in the form of a written press release mutually approved by the parties.

- B. Factual progress reports may be made to the represented bodies by either negotiation team at its discretion.

VIII. Agreement

- A. Tentative agreement on negotiation items shall be reduced to writing and initialed on behalf of each party, but such initialing shall not be construed as final agreement.
- B. Final agreement reached through negotiation shall be reduced to writing and submitted to the Association for approval. The Board will act upon the agreement as quickly as possible but no later than the next regularly scheduled Board meeting following the Association ratification.
- C. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be entered with the official minutes of the Board.

IX. Disagreement

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

X. Reopening Negotiations

- A. On request of the Board or the Association, following a judicial decision declaring unlawful this Agreement or any part thereof, the parties shall enter into negotiations on any or all of those parts of the Agreement affected by such actions, but the remaining provisions hereof shall continue in effect. The Agreement itself shall remain in full force and effect for its duration; however, notice may be given by one of the parties within ten (10) days of the awareness of the conflict for the purpose of renegotiating only the provision or provisions held to be invalid. Said renegotiations shall begin within ten (10) days of the notice being given. (See also Article XII.)
- B. If there are matters of important mutual concern that arise prior to the expiration of the agreement and are not covered elsewhere herein, the parties may agree to negotiate on these matters and topics.

XI. Wages, Hours, Terms and Conditions of Employment

A. Salary Checks

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

Item	Paycheck
State Teachers Retirement	Each Pay
Federal Withholding Tax	Each Pay
State Withholding Tax	Each Pay
City Income Tax	Each Pay
Washington National Insurance	15th of the month
Solon School Employees Federal Credit Union	As requested

Series "E" Government Bonds	As requested
S.E.A. Dues	As requested
Health Insurance	When required
Additional Life Insurance	As requested
Tax Sheltered Annuities	As requested
Other	As requested

3. The Board's automatic pick-up of the employee's portion of the S.T.R.S. salary contribution through the salary reduction/restatement method will continue for the term of this Agreement. The Board will not deduct federal or state taxes on the amount of the employee's contribution to the S.T.R.S. with appropriate notation made on the W-2 forms. This procedure shall be applied uniformly to all teachers. Severance pay, supplemental salaries and index, and other matters shall be based on the published salary schedule.
4. In the event of a resignation of a teacher effective during the school year, the teacher shall be paid on the next convenient regular pay period following the effective date of resignation. If a resignation is effective at the end of the school year, the balance of pay may be paid at the next convenient pay period following effective date, or may be paid during the regular pay periods in accordance with the original contract.
5. All supplementary contracts for which payment is required will be made as a single check that is combined with regular salary paychecks but itemized separately for tax purposes. The combined net amount would be in one single direct deposit. The employee would still receive a Direct Deposit Paystub that shows the breakdown of everything they were paid for. All taxes and other deductions would be calculated the exact same way as if the checks were issued separately. Full-year supplemental contracts will receive half pay at the end of the first semester and the second payment at the end of the school year. Seasonal and intramural contracts will be paid at the completion of duty. Mentor teachers will receive one payment at the end of the school year.
6. SUMMER PAY - Consideration should be given to individual teacher requests for receiving summer pay earlier than per the adopted schedule. Approval will be granted only in rare instances and on the basis that evident hardship is involved. It is also assumed that notification will be early—except for emergencies—and that the money is available. It is difficult to set up guidelines on this item—what is hardship or emergency for one person might be something that others can plan in advance. Requests should go to the treasurer by June 1st.
7. Part-time contracts shall be calculated according to the following principles:
 - a. The percentage of the full-time contract for which the part-time certificated/licensed employee is paid will be determined by the class schedule or instructional contact time of full-time certificated/licensed employees in that building.
 - b. The percentage contract established in 7a. above will be applied to the school day defined in Article XI Section V.1. for purposes of determining planning, duty, and lunch time. Planning and lunch time will be proportional to the part-time contract percentage. The remaining time will be assigned by the building principal as duty time.
 - c. Part-time employees shall have a schedule which is continuous whenever possible.
8. Academic Facilitator – High School. The Academic Facilitator at Solon High School will be recognized as a certificated/licensed employee and be represented by the certificated/licensed employee's Association. Thus, an academic facilitator's hourly rate of compensation shall be determined by the schedule below and applied to the Bachelor's base with no experience. Benefits provided will be equivalent to that

provided to other certificated staff.

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

9. Teachers requesting salary increases on the basis of professional credit earned must present a certified transcript from an approved and accredited institution of higher learning and acceptable to the Department of Certification of the State of Ohio on or before September 15. If transcripts are delayed, a report card confirming the grade will be used until a transcript arrives. Official transcripts must arrive by October 15. Transcripts should reflect course work taken during the previous school year but not later than the summer session of the year prior to the September 15th deadline. Any course that is in progress at the beginning of any school year shall not be included in salary upgrades until the following school year. If they are not received by that time, salary will be refigured on the lower basis and any additional payments made during the first pay period will be deducted from the following paycheck.

10. CEU's for Salary Credit

- a. Use of CEU's on the salary schedule is limited to the equivalent of six semester hours (nine quarter hours) or 18 CEU's. The time line for submission of CEU's will be the same as XI.A.10.
- b. CEU's for salary credit movement may only be used for movement on the salary schedule after the Master's column.
- c. Any salary credit movement prior to the Master's must be by university approved coursework.
- d. Employee's taking CEU's for either salary schedule movement or license renewal or upgrades will be charged for the CEU. The cost of the CEU will be determined by taking the average of a graduate credit hour from Cleveland State, Akron and Kent State University and dividing by three (3 CEU's = 1 semester credit hour). The Board will then pay half of the CEU credit cost while the employee will pay the other half. For example, if the average cost of a credit hour between the three universities is \$100, that amount will be divided by two with half the average cost being \$50. That \$50 is further divided by three, which will make the cost \$16.66/CEU.

B. Tuition Expense Reimbursement

- 1. A plan has been adopted which provides for salary adjustments in an amount equal to one half (1/2) of uniform tuition rate for administration-approved coursework and continuing education units (CEU's) in any given year (September 1 to August 31). This uniform tuition rate will be an average hourly tuition rate based on the tuition rates of the following colleges and universities agreed upon by both SEA and the Board of Education. This rate will be recalculated each year. (Cleveland State, Kent State, Akron University, John Carroll, Ashland and Baldwin-Wallace). The objective of this reimbursement is to encourage improvement of individual effectiveness and thus the quality of our educational program.
- 2. This program does not prohibit professional staff members from taking coursework of their choice. However, only programs which are considered to be beneficial to the school system and the staff member's job performance will be approved for tuition expense reimbursement.

3. Video Correspondence Courses - The Board will approve, for tuition reimbursement and placement on the salary schedule, only courses taken at a site with a university-approved site leader or courses taken as a part of a graduate program. (see XI.X.8)
4. Online Courses - The Board of Education will also approve on-line courses for tuition expense reimbursement and salary credit. (see XI.X.8)
5. The procedure governing the plan is as follows:
 - a. An application must be submitted in duplicate for each course as soon as practicable and preferably before enrollment, but in no case later than four (4) weeks after completion of the course.
 - b. The application forms are to be submitted to the superintendent of schools. The superintendent may request a conference before rendering a decision. One signed copy will be returned to the applicant following formal action by the superintendent.
 - c. The applicant pays the tuition charge for the approved coursework.
 - d. Upon completion of the approved course(s), the final grade report along with the tuition receipt is to be presented to the superintendent for approval before reimbursement is authorized.
 - e. Normally, the payment will be made part of the next or subsequent pay period following the superintendent's authorization as indicated in Article XI. Section A.5. above.
 - f. Part-Time Employees - A single payment of the portion of one-half tuition payment equal to fractional regular assignment. That is, a teacher working half time, or employed regularly half time, shall receive one-half of one-half of tuition cost. A teacher with 3/5 assignment shall receive 3/5 of one-half of tuition cost as approved, as a one-time payment salary adjustment.

C. Severance Pay

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

4. In addition, a certificated/licensed employee of the Solon Board of Education after five (5) years of continuous service will be compensated at the following rate upon leaving the system due to reduction in force:

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

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

D. Tax Sheltered Annuities

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

E. Health and Life Insurance

1. Single or full family coverage will be provided at the expense of the Board of Education for all full-time professional employees.
2. The Board of Education provides a group dental plan, single or full family coverage, for all full-time professional staff members. The exact program is 100% Preventive Services, \$50 deductible with 80%-20% co-insurance for General Services and Prosthetic Services, and 60%-40% Orthodontic co-insurance benefits with a maximum benefit of \$1,200. Dependents are covered up to age 26.
3. The Board of Education provides a vision care program for all full-time professional employees. Dependents are covered up to age 26.
4. The prescription benefit for employees shall be 0% for generic, 10% for formulary, and 15% for non-formulary drugs. For mail order medications with a 90-day supply, the limits are \$0 for generic, 10% with a cap of \$20 for formulary, and 15% with a cap of \$46 for non-formulary. There is a generic incentive for both retail and mail order prescriptions in that the user must select the generic when available or pay the difference between the generic cost and the brand cost. Mandatory mail order will be required after the third fill within 180 days of the same medication (maintenance medication) at the retail level. If the employee chooses to purchase a maintenance medication from a retail pharmacy instead of mail order, they will be charged a co-payment each time. The co-payment for a generic drug is 20%, a formulary drug is 20% and a non-formulary drug is 30%.
5. The Board of Education shall provide a term life insurance policy equal to \$50,000 for each full-time employee.

a. Upon the death of a certified employee, the Board of Education shall provide up to \$500 to be applied to legal, financial, and/or accounting advice to the beneficiary of the life insurance policy.

b. By accepting the sum specified under subsection (a.) of this Article, under the conditions stated therein, the certificated employee agrees to hold the Board and the S.E.A. harmless from any actual or potential liability arising as a consequence of the quality and character of the legal, financial, and/or accounting advice that said employee receives and obtains.

6. Part-time certified personnel employed half-time or more can receive hospitalization, single plan coverage, as stated in Section E-1. If the family plan is desired, the difference in cost shall be paid by the employee by payroll deduction (see #9). No life insurance coverage will be offered to part-time employees. No dental or vision care coverage shall be supplied by the Board of Education to part-time employees. However, the Board of Education will allow part-time employees (employed half-time or more) to purchase individual/family dental and vision coverage at the current group rate if acceptable to the insurance carrier. The employee monthly contribution for this contract shall be no higher than as follows (percentages are of our group rates as of September 1):

14-15	15-16	16-17
14%	15%	15%

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

a. If an employee’s spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, the spouse must enroll in such employer sponsored group insurance coverage(s). The spouse may enroll in single employer-sponsored group insurance coverage(s); the spouse is not required to enroll in family coverage.

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

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

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

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

1) Any amount to be reimbursed by the employee may be deducted from the benefits to which you would otherwise be entitled.

2) In addition, the employee's spouse will be terminated immediately from the Board's group health insurance and/or prescription drug insurance coverage. If an employee submits false information, he/she may be subject to disciplinary action by the Board, up to and including termination of employment.

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

g. For retired spouses:

1) Retired is defined as a person receiving a regular (monthly or otherwise) payment from a retirement plan.

2) Spousal waiver does not apply to retired spouses whose only other coverage is Medicare. Those employees whose only other coverage is Medicare will be allowed to be primary on the Board's coverage.

3) If a spouse is retired and not on Medicare the employee must pay a monthly surcharge equal to the entire single premium COBRA rate and the employee will pay the employee family contribution rate.

4) The monthly surcharge will be waived if the spouse is eligible for and elects single retiree health insurance, thereby making Solon Schools' coverage secondary. The retiree coverage must be such that Solon Schools can coordinate benefits. The employee will pay the employee contribution for family spousal coverage (discounted rate).

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

9. The Board will make available a Flex-Pro (flexible spending account) policy for all certificated/licensed employees.

10. The board of education will establish a health care committee, which will include representation from SEA (no veto power).

F. Physical Examination

1. The Board may require any employee to submit a report of the physical and/or mental examination at any time the occasion warrants. Arrangement and payment for the requested examination shall be borne by the Board and held during the employee's school day without loss of pay or sick leave.

G. Leaves

1. Personal Leave

- a. Regulation. Absence on account of necessary personal affairs will be approved, not to exceed two (2) days a year and not to be cumulative from one year to another. Request of the need for leave shall be submitted to the building principal via AESOP as early as possible.
- b. Explanation. This policy is established to permit absence without loss of pay or sacrifice of sick leave time for handling necessary personal affairs that cannot reasonably be taken care of at other times or by others. Examples would be real estate settlement procedures, religious holidays, accidents in the immediate family, graduation from high school or college by someone in the immediate family, and the like. Excluded would be routine dental appointments or other affairs that could just as well be handled outside of school hours, also things such as trips to accompany a spouse on business trips, vacations or conventions.
- c. At the discretion of the superintendent, additional days of personal leave without loss of pay or deduction from sick leave may be granted for accidents or death in the immediate family, or accidents affecting family property, or marriages in which the professional staff member is to be the spouse, or under unusual and abnormal circumstances, or for other justifiable reasons. Immediate family could include grandparents, father, mother, sister, brother, husband, wife, child, and in-laws bearing these relationships, and any other persons who are members of the immediate household. Requests for permission for such leave are to be submitted via e-mail and AESOP to the Superintendent's office in advance of such date if possible.
- d. Conference or curriculum night - see reference XI.H.7

2. Child Care Leave

- a. A professional staff member who becomes knowledgeable of the birth or anticipated birth of his/her child, or who has adopted a child is eligible and shall be granted an unpaid Child Care Leave.
- b. No later than March 15th of any year, the staff member must submit written notice of the effective date of the leave to the superintendent or superintendent's designee. A request for alteration or cancellation of the effective date may be made to the superintendent or superintendent's designee.
- c. Employees requesting child care leave will be granted such leave on the following basis.
 - 1) Staff members who request childcare leaves to begin during the year they are currently teaching will be granted such leave for the remainder of the school year only. Requests for leave must be made in accordance with XI.G.2.b.3above and is renewable for one additional year in accordance with XI.G.2.c.3 below(same here).
 - 2) If a teacher delivers a child, she must return to work within fourteen (14) weeks from delivery. If the staff member decides to take a child care leave, they must do so in accordance with the paragraph above. The first six weeks after delivery is considered sick leave. Any additional time would follow the sick leave policy. Childcare leaves may be renewed subsequently for the following school year in accordance with XI.G.2.c.3 below.
 - 3) Full year request. Staff members who request a leave of absence in a year other than when a child is born, or when the 14 weeks does not extend into a school year, will be granted a leave on a school year basis only. Therefore, any teacher requesting a leave

of absence prior to the beginning of any school year shall be placed on a one school year childcare leave. The request for that leave of absence should come by March 15th.

- 4) In the event of consecutive leaves of absence due to successive births or adoptions, only one of the consecutive birth/adoption leaves may be extended for a second year. All of the other consecutive leaves will be for a maximum of one year each.
 - 5) All leave provisions prevail for the adoption of a child with the exception of the use of sick leave. Paid adoption leave may be granted upon request of the employee for a period of three weeks surrounding the date of the actual adoption.
- d. If an employee fails to notify the office of the superintendent by March 15th and fails to return within twelve months from the date leave commences, she/he shall be deemed to have resigned and the obligation of the Board to provide her/him a position will cease.
 - e. Upon return from leave, the staff member shall be placed in the same or similar position for which the staff member is qualified. All benefits shall be reinstated upon return. No payment is made.
 - f. A staff member on Child Care Leave may purchase fringe benefits currently enrolled in prior to the leave through the Board at the current group rate so long as payments are made by the 15th of the month in which they are due. With regard to life insurance, an employee who elects not to purchase life insurance shall be deemed to relinquish his/her right to coverage during the time of the leave.
 - g. Upon a subsequent request, Child Care Leave may be renewed by the Board of Education.

3. Sabbatical Leave

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

a. Eligibility:

- 1) Any certificated/licensed employee who has completed five (5) consecutive years as a Solon employee may be granted a Sabbatical Leave for up to one (1) full school year.
- 2) The number of employees on Sabbatical Leave during any one school year shall not exceed five (5) percent of the professional staff.
- 3) Sabbatical Leave for professional improvement shall not be granted to any employee more often than once every five (5) consecutive years of service. Sabbatical Leave will not be granted a second time to the same individual when other members of the staff, in sufficient numbers to fill the quota for the period, have filed a request for and are awaiting such leave.

b. Selection:

- 1) All applications including an outline of the program for professional improvement shall be filed with the Superintendent by March 15 of the school year prior to the intended leave. Applications shall be processed in chronological order of submission. Seniority in the system shall prevail in the event of ties in the order of submission.
- 2) The Board will make a decision on Sabbatical Leave(s) by May 15.

- c. Any employee receiving Sabbatical Leave must sign a formal agreement (Appendix J) to return to service for a minimum period of one (1) school year following the return from Sabbatical Leave, unless causes beyond the control of the individual prevent such return to service.
- d. A statement of achievement shall be submitted by the employee at the conclusion of the Sabbatical Leave.
- e. Compensation shall be limited to the difference between the salary of the employee on Sabbatical Leave as scheduled in the district that school year and the Bachelor's base with no experience salary. This amount shall be paid to the employee in twenty-four (24) equal installments bimonthly during his/her Sabbatical Leave. Compensation is reduced by compensation received during and as a result of the residency.
- f. During Sabbatical Leave, the employee shall be deemed to be in the employ of the Solon School District and shall be able to purchase, at cost, all fringe benefits in effect during the leave. With regard to life insurance, an employee who elects not to purchase life insurance shall be deemed to relinquish his/her right to coverage during the time of the leave.
- g. The employee on Sabbatical Leave will accrue experience credit. The employee on Sabbatical Leave, upon return, shall be assigned to the same or a similar position for which the employee is qualified. She/he shall be given the appropriate placement on the salary schedule had Sabbatical Leave not been taken.
- h. The Superintendent shall provide all necessary forms to those on Sabbatical Leave.
- i. No Tuition Reimbursement will be paid by the Board for courses taken while an employee is on Sabbatical Leave.
- j. Any certificated/licensed employee shall not accumulate sick leave during the term of the Sabbatical Leave.

4. Unpaid Leave of Absence

- a. **Illness or Disability of the Employee.** The Board of Education is required by law (RC 3319.13), upon written request of an employee, to grant a leave of absence for a period of not more than two (2) years where illness or other disability of the employee is the reason for the request. If the employee wishes to extend the leave beyond two (2) years, it will be necessary to reapply.
- b. **Family Illness and Other Leaves.** In addition, the Board of Education is permitted at its discretion to grant a leave of absence for other purposes upon the written request of an employee. In exercising its discretion, however, the Board of Education will pursue the policy outlined below.
- c. **Procedure for Unpaid Leaves.** A leave of absence shall be granted upon the written request of an employee when illness or other disability of the employee is not the reason for the request. This leave shall be granted upon the following conditions.
 - 1) The employee shall have been in the service of the Board for a minimum of two (2) years immediately preceding the period of the proposed absence.
 - 2) The application shall have been received by the Superintendent of Schools thirty (30) days prior to the leave taking effect. If the leave is for an entire school year, application should be made on or before March 15 of the school year preceding the leave year if at all possible.
 - 3) Reasons for which leaves will be granted are illness or disability in the immediate family, military service, and such other reasons as the Superintendent deems fit.

- 4) The employee shall be encouraged to return to the Solon School System following the leave of absence.
- d. During the leave of absence, the employee may not teach in another school system. This restriction shall not apply if the leave is requested because of a temporary relocation of an employee's spouse outside of the state of Ohio, necessitated by the spouse's employment or educational requirements of the spouse's employment. A letter from the employer stating the nature of the transfer and the length of time required, may be requested by the Superintendent as evidence of the need for the requested leave. The employee may elect to purchase all fringe benefits through the Board at current group rates. With regard to life insurance, an employee who elects not to purchase life insurance shall be deemed to relinquish his/her right to coverage during the time of the leave.
- e. By March 15 of the school year, the employee shall notify the Superintendent of intent to return or not return for the year following the leave. Upon return from leave, the employee shall be entitled to restoration to his/her position.
- f. Unpaid Leave shall not be construed as breaking the continuity of service that applies to other provisions in this Agreement.

5. Assault Leave

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

- a. On behalf of the employee who has been assaulted, a written statement must be presented to the Board of Education to justify the use of assault leave.
- b. If medical or psychological attention is required, a certificate from a licensed physician, psychologist, or counselor stating the nature of the disability and its estimated duration may be requested before assault leave can be approved for payment. If the assault leave is more than thirty (30) days, such a certificate shall be required.
- c. Assault leave shall be in effect for the period of disability or twelve (12) months duration commencing with the first day leave is taken, whichever is less. The Board may extend assault leave beyond twelve (12) months if it so desires.
- d. If court action results, said employee shall be granted leave from his/her professional duties and a qualified substitute shall be hired. No loss of pay will occur for days in court or days requested by his/her legal counsel, the court officials, and/or the law enforcement officers.
- e. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code.
- f. An employee on assault leave shall receive all emoluments of employment and, upon return, shall be assigned to the same or a similar position for which the employee is qualified. She/he shall be given the appropriate placement on the salary schedule had assault leave not been taken.
- g. In cases where legal action may ensue, the Principal shall attempt to obtain a list of witnesses to the assault. The Principal shall promptly attempt to obtain written reports from all the witnesses. These statements shall be signed, dated, and forwarded to the Superintendent's office where they shall be available to the employee and/or the employee's representative.

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

6. Catastrophic Leave

- a. A catastrophic leave is to be utilized for a major illness, and only after all sick leave has been exhausted and a maximum of five days per year has already been advanced. The catastrophic leave shall be paid up to a maximum of 25 days.
- b. Request for a catastrophic leave shall be made in writing to the superintendent prior to the exhaustion of sick leave, if possible. The request shall include the reason for the request. Reasons for a catastrophic leave are a major illness to the employee or immediate family. Immediate family is defined under the sick leave section.
- c. Approval for a catastrophic leave will be decided on an individual, case-by-case basis through a committee of the Superintendent, Asst. Superintendent and three SEA officers.

7. Other Leaves of Absence

- a. Jury Duty - Payment made with no sick leave deduction. The amount paid for jury duty will be deducted from the regular pay of the employee or the employee may remit the jury duty compensation to the Board. Any teacher with a subpoena resulting in involuntary absence will be paid his/her full salary.
- b. Calamity Days (Acts of God) - Absence due to bad weather conditions. A person who does not report for duty, in order to obtain pay for the day or days lost, must present to the superintendent's office at once a statement to the fact satisfactory to the superintendent, which prevents his/her reaching school. Failure of transportation is not considered an "Act of God."
- c. Part-Time Leave - Although we do not have a "job-sharing" program, many times teachers are willing or desire to teach part time and stay home part time. From time-to-time, the Board of Education has opportunities to make these positions available to employees who wish this status. It is understood that the Board is under no obligation to provide these positions. Those teachers who are on an entire year leave of absence and wish to teach part time may do so if offered that assignment under this new language. The following shall apply:
 - 1. The person who accepts a leave/teaching position offered by the Board does so with the understanding that they must return to their full-time position at the end of this leave.
 - 2. Teachers who avail themselves of this option do so with the understanding that all benefits (health, life, etc.) received will be those that are associated with a full-time leave position. All insurance benefits received are those of an employee who is on an unpaid leave of absence.
 - 3. When a teacher returns to full-time status, there will be no step movement as in all unpaid leaves.
 - 4. The teacher does not have a right to the part-time leave position they are currently in when they return. If there is a part-time position available, they may bid it and their status will be changed to part-time.
 - 5. The teacher entering this program would not lose or gain seniority status or full-time status during the part-time leave position.

H. Absences (Sick Days)

1. Sick leave shall be granted at a rate of 1 1/4 days per month. Unused sick leave shall be cumulative. The Board reserves the right to extend the sick leave period upon the Superintendent's recommendation if extenuating circumstances exist. In the application of this policy, the Board will follow state law (ORC 3319.141).
2. Sick leave shall be granted for personal illness, mental illness, alcoholism rehabilitation, drug dependency rehabilitation, pregnancy, child birth, quarantine, or in case of serious illness or injury to the teacher's immediate family. Immediate family could include grandparents, father, mother, sister, brother, husband, wife, child, and in-laws bearing these relationships, and any other persons who are members of the immediate household.
3. Death in the immediate family shall entitle the employee up to a maximum of five (5) days of absence. In the case of death, the immediate family includes those listed above in #2.
4. In case of the death of an extended family member or a personal relation who is not immediate family, three (3) days will be granted.
5. Notification - Accumulated sick leave days will be reported to teachers at the same time they are notified of their salaries.
6. As provided in state law, the Board will grant an advance of 5 days of sick leave for employees that have exhausted their sick leave. Unearned sick leave advanced is charged against the sick leave the employee subsequently accumulates. (O.R.C. 3319.08 & O.A.G. 72-032)
7. When a staff member misses a conference evening due to an approved leave, he/she will be charged a half-day sick/personal leave depending upon what is applicable. If the employee meets with the building principal and agrees and completes a night conference make up schedule, then no sick leave or personal leave will be charged. If a staff member is out the entire day (the regular workday plus the evening schedule), the deduction will be for one and one-half days. Building principal must approve curriculum night absences.

I. Vacancies, Promotions, Transfers, and Resignations

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

6. All posted positions should include the date submitted to all buildings by the central office and the S.E.A. President shall be sent a copy of all postings. Positions will not be filled until they have been posted for five (5) working days.
7. When a death or incapacitation occurs in a supplemental contract position, that position will be posted and filled within 30 days.
8. Employees seeking a transfer to another teaching assignment shall submit a letter to the Superintendent that will be kept on file at the Board Office. Whenever an opening occurs, an employee with a request on file that matches the available opening will be notified of the opening and will be considered for the position. The Board and the Superintendent will use their best efforts to comply with the notification provisions of this subsection. However, in the event that the notification contemplated by this subsection is not made, the S.E.A. agrees to hold the Board and the Superintendent harmless as a result thereof.
9. In the event of an administrative transfer of a certificated/licensed employee, the employee shall have the right to meet with the superintendent to be given the reasons for the change. The employee shall have the right to S.E.A. representation at that meeting.
10. Any certified/licensed personnel on leave for any reason under this contract shall have the right to apply (bid) for specific vacancies once they have given written or emailed notice by March 15th to the Board of Education of their intent to return to work for the following school year.

J. Reduction in Force and Restoration

****** This language will be revised through negotiation with SEA and the Board by December 19th 2014**

When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, budgetary reasons or by reason of suspension of schools or territorial changes affecting the district, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendations of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority. Teachers, whose contracts are suspended, shall have the rights of restoration to service status in the order of seniority of service (with those with continuing contracts being the first recalled) in the district if and when teaching positions become vacant or are created for which any such teachers have been or have become qualified.

1. ATTRITION: For any Reduction in Force (RIF) situation, every effort will be made to prevent utilizing RIF procedures hereinafter described or reduce the extent of RIF through attrition (that is, approved leaves of absence, or severing of employment through retirement, resignations, or death), or by possible reduction in class sizes.
2. NOTIFICATION: On or before March 30 of the school year prior to RIF, the Board shall give written notice to the Association, through its President, of its intent to affect a RIF. Such notice shall contain the reason(s) for the RIF and the positions affected in each building.
3. SENIORITY LIST: For the purposes of RIF, a system-wide list of employees shall be developed in terms of tenure, seniority, and certification in effect at the opening of the school of the current year. Each list shall be updated annually and posted in each building by October 15 of each year. The Administration will be advised of errors therein by November 1 of each year and a revised list (if necessary) will be posted by November 15 of each year.

1. In cases of seniority “tie” with tenured teachers, date of receiving tenure shall be the determining factor; further, if the date for tenure remains the same, years of service (experience) in other districts will be the determining factor. If a “tie” still remains, supplemental contracts held will be the determining factor. The following criteria must be met:
 - a) A contract must be signed to be considered a “supplemental contract.”
 - b) “Supplementals held” refers to the total dollar amount of supplemental contracts signed for the school year that begins with the end of the prior school year and concludes with the last day of the current school year.If a “tie” remains, the date of receipt of the initial application (or date of application renewal, whichever comes later) for a position in the Solon School District becomes the determining factor.
2. In cases of seniority “tie” with untenured teachers, if the date of employment remains the same, the level of certification/licensure held (i.e., provisional, professional, permanent) on file in board office or application in process, within the teaching field affected becomes the determining factor. If a “tie” still remains, years of service (experience) in other districts will become the determining factor. If a “tie” remains, supplementary contracts held will be the determining factor. The following criteria must be met:
 - a) A contract must be signed to be considered a “supplemental contract.”
 - b) “Supplementals held” refers to the total dollar amount of supplemental contracts signed for the school year that begins with the end of the prior school year and concludes with the last day of the current school year.If a “tie” remains, the date of receipt of the initial application (or date of application renewal, whichever comes later) for a position in the Solon School District becomes the determining factor.
3. Seniority shall be determined by the length of continuous service in the Solon School District. In cases where a leave of absence for a definite period of time has been granted by the Board and the employee has returned to work in the system, such leave of absence shall not be construed as breaking the continuous nature of the service; however, any time spent as an unpaid leave of absence shall not be computed in the years of service. An employee shall not lose seniority when he/she changes assignments to a different position, department, grade level or building. Employees with multiple certification shall be given the full benefit of their areas of certification. (That is, if an employee is certified to teach both mathematics and science but is teaching mathematics exclusively and is the least senior person in that department at the time of RIF, the employee shall be reassigned to science if there is employed at the time of reduction a science teacher with lesser seniority.)
4. No type measure of continuous service shall be used that would allow an employee to receive more than one year’s credit in a single year. Years of professional employment service served on a part-time basis in Solon shall, for seniority purposes, be equated as a fraction of full-time service. (Example: a teacher serving four years at half-time in Solon will be considered to have accumulated two years of service.)
5. As state law provides that tenure and seniority are the most important aspects to be considered in a RIF situation, no limited contracts in excess of one year shall exempt a teacher from the provisions of this document.
4. The administration, representatives from the Association’s Professional Rights and Responsibilities Committee, and employees directly involved shall proceed to the most reasonable and direct

method of removing and filling positions until an employee is determined by lack of tenure, seniority, and certification as being released through reduction in force. There will be written notice of release. The final decision regarding any reassignments necessary is the responsibility of the superintendent of schools.

1. Reductions under this RIF procedure when unavoidable, will be effectuated at the beginning of the following school year and shall be accomplished through the suspension of a teacher's contract. Notice will be given on or before April 30. No employee shall be removed from their employment as a non-renewal of contract as part of the RIF provisions.
2. A teacher who is hired as a temporary employee to fill in for a specific teacher on a leave of absence and who is subsequently laid off upon the return from leave of the regular teacher shall not be placed on the RIF list and shall have no recall rights under this article.
5. Separate recall lists shall be kept for continuing contract and limited contract employees released through RIF. Teachers with continuing contracts shall have unlimited recall rights. The recall list for limited contract employees who were released through RIF shall be kept for two years. Teachers on the continuing contract list will be given preference in recall. Teachers shall be returned to active employment to fill vacancies for which they have been and have become certificated/licensed. In order to qualify for recertification, the employee must notify the Superintendent of his/her intention to become recertified by no later than June 1. Upon attaining new certification, the employee shall be offered a limited or continuing contract where applicable. Seniority on either list, limited or continuing, will be determined by the order listed in section J.3.a. and J.3.b. above.
6. Notice of recall shall be sent by registered mail to the last address provided by the employee. Once notification has been received, the employee has fourteen (14) calendar days in which to accept or reject the offer in writing; failure to respond within this time limit will result in the employee's name being removed from the recall list.
7. A teacher, who cannot accept a position because he/she is under contract in another school district, shall be offered another vacancy after expiration of his or her contract if he/she still otherwise qualifies under this procedure. Otherwise, certificated/licensed employees who are offered but who decline re-employment for a regular, full-time teaching position need not be offered re-employment again in openings, which may occur after the certificated/licensed employee's declination of re-employment. The rights herein granted to a teacher shall be forfeited by the teacher should he/she (a) waive his or her recall rights in writing, (b) resign, (c) fail to accept recall as provided for herein, or (d) fail to report to work in a position that he/she has accepted within five (5) school days after written notice of acceptance, unless such recalled teacher is prohibited from doing so because of physical illness or injury.
8. Acceptance or rejection of a position other than regular, full-time teaching position shall not of itself constitute a waiver of these recall rights.
9. A teacher on the Reduction in Force list shall, upon return to active employment, receive the salary schedule placement, accumulation of sick leave, and seniority to which he/she is entitled had he/she not been suspended through Reduction in Force. The duration of suspension of the employee's contract shall in no way be construed as breaking the continuity of seniority. A teacher who is on the reduction in force list shall not gain seniority during that period.
10. A member of the bargaining unit shall be eligible to purchase group fringe benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) which provides for up to eighteen (18) months of coverage.

K. Reduction in Program and Change in Curriculum

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

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

L. Appraisal of Teaching Performance

Each teacher will be evaluated using Ohio Teacher Evaluation System (OTES) metrics utilizing the following factors and categories to determine summative ranking, as weighted (see Solon OTES Framework for a graphical representation). The final summative rating is the result of the calculation of Student Growth Measures (SGM) + Teacher Performance on the Standards (TPS) + Teacher Self Evaluation as explained below and in the relevant appendices. Although a standardized approach to evaluation has been adopted per revised code guidelines, evaluation of teachers by administrators must recognize academic freedom and individual teaching style.

1. **Student Growth Measures (SGM) – 42.5% of Final Summative Rating**
 - a) Student academic growth will be measured through the inclusion of value-added scores where such scores are available from the Ohio Department of Education (ODE). For teachers who instruct value-added subjects exclusively (A-1 Teachers) this data will comprise the entire SGM.
 - b) Where value-added scores are not available for teachers (C Teachers), student academic growth will be measured through the use of a district-wide shared attribution measure which is defined as the district's performance on value added data.

- c) Where teachers teach classes with value-added scores and classes without value-added scores (A-2 Teachers), SGM will be measured with value-added scores at no less than 10% of the total measure, proportional to the teaching load of value-added and non-value added courses, with the remaining amount based on the shared-attribution measure.
 - d) For special education teachers, value-added data will be used for teachers who have more than six (6) countable students in value added classes (as required by law) and SGM will be determined in proportion to that teacher's value-added and non-value added student caseload.
2. Teacher Performance on the Standards (TPS) – 42.5% of Final Summative Rating
- a) Continuing Contract Teachers
 - 1) Observation of Teacher Performance will consist of two (2) scheduled, documented, formal observations of the teacher of at least thirty (30) consecutive minutes in length each in duration. The first observation shall be conducted and completed between October 1 and the end of the first semester; the second observation shall be conducted and completed between the first day of the second semester and May 1.
 - a. Observations must be scheduled after consultation between the teacher and administrator and provide sufficient time to allow for a pre-observation conference, should one be requested by either the teacher or administrator as outlined below in section L.2.a.3
 - 2) Factors considered in the observation of teacher performance are limited to the areas contained on the OTES rubric (see OTES Observation Rubric):
 - a. focus for student learning,
 - b. assessment data,
 - c. prior content knowledge/sequence/connections,
 - d. knowledge of students,
 - e. lesson delivery,
 - f. differentiation,
 - g. resources,
 - h. classroom environment,
 - i. assessment of student learning,
 - j. professional responsibilities.
 - 3) Individual pre-observation conferences are not required but must take place if requested by an administrator or teacher. To ensure there is a close connection in time between the pre-observation conference and the scheduled observation, the pre-observation conference may take place no earlier than three (3) days prior to the observation and must be conducted with the administrator conducting the observation. The Pre-Observation Planning and Lesson Reflection Resource Questions document should be used to guide the conversation between the teacher and administrator.
 - 4) A post-observation conference must take place within three (3) days after the observation by the administrator conducting the observation. The Pre-Observation Planning and Lesson Reflection Resource Questions document should be used to guide the conversation between the teacher and administrator. A

written report of the observation must be distributed to the teacher within five (5) days of the observation.

- 5) A minimum of at least three (3) days prior to each formal observation, a documented walkthrough must be completed. Documentation is limited to the factors contained in L.2.a.2), and must be submitted to the teacher within two (2) days of the walkthrough. Documented walkthroughs may not begin prior to September 15.
 - a. A walkthrough is unannounced and lasts for approximately 3-10 minutes in length.
- 6) The appendices contain the forms and documents to be used for observation, pre-conferences, and walkthroughs.

b. Limited Contract Teachers

- 1) Observation of Teacher Performance will consist of three (3) scheduled, documented, formal observations of the teacher of at least thirty (30) consecutive minutes in length each in duration. The first observation may take place no sooner than October 1 and there must be a period of at least three (3) weeks between the observations.
 - a. Observations must be scheduled after consultation between the teacher and administrator and provide sufficient time to allow for a pre-observation conference, should one be requested by either the teacher or administrator as outlined below in section L.2.b.3
- 2) Factors considered in the observation of teacher performance are limited to the areas contained on the OTES rubric (see OTES Observation Rubric):
 - a. focus for student learning,
 - b. assessment data,
 - c. prior content knowledge/sequence/connections,
 - d. knowledge of students,
 - e. lesson delivery,
 - f. differentiation,
 - g. resources,
 - h. classroom environment,
 - i. assessment of student learning,
 - j. professional responsibilities.
- 3) Individual pre-observation conferences are not required but must take place if requested by an administrator or teacher. To ensure there is a close connection in time between the pre-observation conference and the scheduled observation, the pre-observation conference may take place no earlier than three (3) days prior to the observation and must be conducted with the administrator conducting the observation. The Pre-Observation Planning and Lesson Reflection Resource Questions document should be used to guide the conversation between the teacher and administrator.
- 4) A post-observation conference must take place within three (3) days after the observation by the administrator conducting the observation. The Pre-Observation Planning and Lesson Reflection Resource Questions document should be used to guide the conversation between the teacher and administrator. A

- written report of the observation must be distributed to the teacher within five (5) days of the observation.
- 5) A minimum of at least three (3) days prior to each formal observation, a documented walkthrough must be completed. Documentation is limited to the factors contained in L.2.b.2, and must be submitted to the teacher within two (2) days of the walkthrough. Documented walkthroughs may not begin prior to September 15.
 - a. A walkthrough is unannounced and lasts for approximately 3-10 minutes in length.
 - 6) The appendices contain the forms and documents to be used for observation, pre-conferences, and walkthroughs.
3. Teacher Self-Evaluation - 15% of Final Summative Rating
 - a) For the last 15% of the teaching evaluation, teachers will complete the approved, ODE teacher self-evaluation form. This form will be completed and turned in to the administrator by May 1. (see Teacher Self Evaluation Form)
 4. Assigning a Final Rating Based on the Final Summary of the Teacher Evaluation System
 - a) Each teacher will be provided a written report, no later than May 10, of the results the evaluation (42.5% SGM, 42.5% TPS and 15% Teacher Self Evaluation) and will be given a summative rating of one of the following: Accomplished, Skilled, Developing, or Ineffective, as determined by the "Summary of the Teacher Evaluation System". An area of refinement and reinforcement aligned to the OTES rubric must be identified on the written report.
 5. Annual Professional Growth Plan
 - a) At the start of each school year, returning teachers who are rated accomplished, skilled, or developing must independently complete the ODE form titled professional growth plan. This form should be turned into the evaluator no later than the start of the evaluation cycle, September 15. (see Professional Growth Plan Form)
 - b) Teachers who are new to the district or teachers in the first year of the OTES process will need to complete the ODE Teacher Self-Assessment form no later than September 15. (see Teacher Self-Assessment Form)
 6. Improvement Plans For Teachers Rated Ineffective
 - a) Teachers who are rated ineffective must collaboratively complete with their administrator an improvement plan (see Teacher Improvement Plan Form). This plan should be in place by the start of each observation cycle, September 15th. The plan should allow a reasonable amount of time to incorporate the desired change. This report will be placed in the personnel file. Teachers on existing improvement plans prior to the inception of this contract will transition to an improvement plan utilizing the OTES improvement plan document.
 7. Evaluation Cycle for Continuing Contract Teachers Who Receive a Final Summative Rating of Accomplished or Skilled
 - a) A continuing contract teacher receiving a rating of accomplished shall be evaluated every three (3) years as long as the teacher's SGM for the most recent school year for which data is available is average or higher.
 - b) A continuing contract teacher receiving a rating of skilled shall be evaluated every two (2) years as long as the teacher's SGM for the most recent school year for which data is available is average or higher.

- c) All continuing contract teachers who are not being formally evaluated as a result of meeting the criteria in 7a or 7b above must have one (1) formal observation between October 1 and May 1. All other provisions of section L.2.a. apply.
8. A teacher will not need to be evaluated if that teacher has submitted notice of retirement and that notice has been accepted by the board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.
9. A teacher who is on any form of leave pursuant to this contract or existing law for 50% or more of the school year will not need to be evaluated.
10. For bargaining unit members who do not spend at least 50% of his/her time providing content-related student instruction (such as guidance counselors, pyramid coordinators, school psychologists, CGRs, TCRs, SLP, OT, PT, etc.), for the 2014-2015 school year they will be observed and evaluated using the 2011-2014 observation form to allow the administrative team time to implement the OTES system with the majority of staff. Beginning in the 2015-2016 school year, the rubrics that were collaboratively developed between S.E.A. and the administration in 2014 will be used for those individual's observations.
11. The Board and S.E.A. agree to reopen this section of the contract if there are changes in the governing statutory provisions of OTES throughout the course of this agreement. The Board and S.E.A. agree to work collaboratively to address issues throughout the implementation of this system to revise this section of the agreement in subsequent contract years as determined necessary by both parties.

M. Awarding Contracts

1. It shall be the duty of the superintendent of schools to see that persons nominated for employment shall meet all qualifications established by law and by the Board for the type of position for which nomination is made. All teachers with four through nine certification must become certified as a generalist within two years. The ability to educate students successfully must be the prime consideration in retaining teachers and in awarding continuing contracts. In addition to administrative and supervisory expertise, this may be on peer group opinion and reaction, and student reaction and rapport. Any reports of unsatisfactory performance should be made before March 1st and the teacher will receive a written summary. Failure to award a limited contract, a continuing contract (when applicable), or a supplementary contract, requires notification before April 30th or 30 days before the close of the school, whichever comes first, in the form of a written report. After the teacher has been given an opportunity to sign and date it, it will be filed in the school's personnel file.
2. It is the professional duty of teachers to return a completed notification of intent within prescribed time limits. (See Continuing Contract Request)
3. Continuing Contracts
 - a. Teachers who will complete the requirements for a professional certificate during the school year, but whose documentation is delayed until after April 30, may request the board to vote a continuing contract during the month of April. If the professional certificate is not on file at the Board of Education by July 15 or is not shown on the State website as issued by July 15, the continuing contract will revert to a 1 year limited contract.
 - b. With regard to licensure, a teacher must have a valid license as of July 15, and have completed the statutory requirements outlined in 3319.08 to be granted a continuing contract. If the license is not on file at the Board of Education or is not shown on the State

website as issued by July 15, and/or the teacher does not have proper documentation of the required hours, the continuing contract will revert to a one-year limited contract.

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

N. Grievance Procedure (See Grievance Forms)

1. Purpose

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

2. Definitions

- a. A “grievance” shall mean a complaint by a certificated/licensed employee, a group of certificated/licensed employees, or the S.E.A. that there has been a violation, misinterpretation, or inequitable application of the personnel policy, regulations, work rules, or practices governing or affecting them.
- b. The “grievant” is an employee covered by the terms of this Agreement, a group of employees, or the S.E.A.
- c. The term “days” when used in this document shall refer to school days.
- d. An “Association representative” or a “representative of the Association” is a member of the Solon Education Association.
- e. The “Board” shall refer to the Solon Board of Education.

3. Informal Procedure

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

4. Formal Procedure

- a. Level One - If the grievant is not satisfied with the outcome of the informal procedures, a claim as a formal grievance in writing (using Form A) to the principal and to the S.E.A. Professional Rights and Responsibilities Committee (PR&R), chairperson. If the grievance is not filed within 30 days of its occurrence, it will no longer exist.
 - 1) Not later than three (3) days after a grievance is filed, the principal will notify the grievant and the S.E.A. PR&R committee chairperson of the time and location of the meeting, which date shall not be later than five (5) days after the date of notification. At that meeting, which shall be before the principal and designee, the grievant shall be present and an Association representative may be present if the grievant so requests.
 - 2) Not later than three (3) days after the conclusion of the meeting, the principal shall submit a disposition in writing (using Form B) to the grievant and a copy shall be given to the chairperson of the S.E.A. PR&R committee.
- b. Level Two - If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may file a written grievance (using Form A) with the chairperson of the S.E.A. PR&R committee within five (5) days. The S.E.A. PR&R committee shall within five (5) days after receipt, review the grievance and the administrator’s reply and if it desires, refer the matter in writing (using Form B) to the superintendent or his/her authorized representative.
 - 1) Not later than three (3) days after receipt of such a request, the grievant and PR&R committee chairperson will be notified of the time and place of the meeting, which date shall not be later than five (5) days after the notification. The meeting shall include the superintendent and/or two (2) others as the superintendent shall designate, the grievant, and three (3) representatives of the S.E.A. PR&R committee.

- 2) The superintendent and designees shall within three (3) days after the hearing render their decision and the reasons therefore in writing (using Form B) to the grievant with copies to the principal and the PR&R committee chairperson.
- c. Level Three - If the grievant is not satisfied with the disposition of the grievance Level Two, the grievant may within five (5) days request in writing (using Form A) to the chairperson of the S.E.A. PR&R committee that the grievance be submitted to the Solon Board of Education.
 - 1) The PR&R committee shall within five (5) days after receipt, review the grievance and the superintendent's response, and if it desires, refer the matter in writing (using Form B) to the President of the Board of Education with copies to all parties in interest.
 - 2) Not later than three (3) days after receipt of such a request, the grievant and the S.E.A. PR&R chairperson will be notified of the time and location of the meeting, which date shall not be later than ten (10) days after the date of notification. The meeting shall include the Solon Board or a committee of the Board consisting of at least three (3) members, the grievant, and three (3) representatives of the S.E.A. PR&R committee. The administration or designees may be included.
 - 3) The Board shall within three (3) days following the above meeting render its decision and the reasons therefore in writing (using Form B) to all parties in interest.
- d. Level Four - In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the American Arbitration Association to submit a panel of arbitrators and will choose one by the alternative strike method.
 - 1) The following sections of this Agreement are not grievable at Level Four:
 - a) Awarding Contracts
 - b) Student Discipline
 - c) Educational Improvement
 - d) Tutoring
 - e) S.E.A. Participation in School Appropriations
 - f) Staff Participation in School Design
 - 2) The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any terms and conditions of this Agreement.
 - 3) The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.
 - 4) The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
 - 5) An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall not suffer any loss for any of the time during which his/her attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith.
 - 6) The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

5. Professional Rights Provisions

- a. This grievance procedure governs all professional employees in the Solon School District.
- b. The Filing of a grievance in no way relieves the grievant of assigned responsibilities.
- c. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation. In the event a grievance is filed or being processed on or after the end of the school year, the time limits set forth herein shall be reduced, by mutual consent, so that the grievance may be exhausted as soon thereafter as is practicable. By written mutual agreement, time limitations and/or representatives may be changed.
- d. If S.E.A. PR&R Committee decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the grievant, it may withdraw its support and elect not to proceed to arbitration.
- e. If, in the judgment of the S.E.A. PR&R committee, a grievance affects a group or class of professional employees in more than one building, the PR&R committee may submit such grievance in writing (using Form A) to the appropriate administrator or administrators for commencing of formal grievance procedure.
- f. Every effort will be made to avoid interruption of the classroom activities and to avoid involvement of students in all phases of the grievance procedure. Only authorized forms for filing grievances, made available by the building principals and the superintendent's office, shall be used by the parties in interest. Sample copies of authorized forms are attached to the grievance procedure instrument. (see appendix D)
- g. The Association shall furnish to each building principal and the superintendent before October 1 of each year, the names of the S.E.A. PR&R committee members. The personnel of this committee may be changed at any time by the Association.

6. Directions for Preparation and use of Forms A and B

- a. There are 4 levels of formal grievance procedures:
 - Level One - Principal's Level
 - Level Two - Superintendent's Level
 - Level Three - Board of Education Level
 - Level Four - Arbitration Level
- b. THE ORIGINAL GRIEVANCE AS WRITTEN BY THE GRIEVANT IN LEVEL ONE IS TO BE THE SAME THROUGHOUT ALL LEVELS, AND NOT TO BE RE-WRITTEN OR ALTERED.
- c. FORM A:
 - 1) Level One - 4 copies by grievant
 - (1) - building principal
 - (1) - to PR&R committee chairperson
 - (1) - to be retained by grievant
 - (1) - to superintendent
 - 2) Level Two - 1 copy by grievant
 - (1) - to chairperson PR&R committee
 - 3) Level Three - 1 copy by grievant
 - (1) - to chairperson of PR&R committee
 - 4) FORM A is used only by the grievant. By use of this form, one initiates formal grievance procedures and also may continue through Level Three.
- d. FORM B

- 1) Level One - 4 copies by principal
 - (1) - to grievant
 - (1) - to PR&R committee chairperson
 - (1) - to be retained by principal
 - (1) - to superintendent
 - 2) Level Two - 1 copy by PR&R committee chairperson
 - (1) to superintendent or authorized representative
 - 3) Level Three - 3 copies by PR&R committee
 - (1) - to president of Board of Education
 - (1) - to superintendent
 - (1) - to principal
 4 copies by Board of Education
 - (1) to grievant
 - (1) to principal
 - (1) to PR&R committee
 - (1) to superintendent
 - 4) Level Four - 1 copy by S.E.A. PR&R Chairperson
 - (1) - to superintendent
 - 5) FORM B is the form used to answer the grievant at all three (3) levels plus being used to inform the superintendent of Level Two (2), the Board of Education of Level Three (3), and superintendent of Level Four (4).
- e. Time periods involved in the Grievance Procedures
- 1) Thirty (30) days- Grievance not filed after occurrence will no longer exist.
 - 2) Level One
 - a) 3 days - principal's period of time to notify of meeting time and location
 - b) 5 days - for meeting to occur after notification
 - c) 3 days - for principal to give a disposition
 - 3) Level Two
 - a) 5 days - grievant to carry grievance further
 - b) 5 days - PR&R committee to review the matter and inform superintendent
 - c) 3 days - superintendent's period of time to notify of meeting time and place
 - d) 5 days - for meeting to occur after notification
 - e) 3 days - superintendent to give a decision
 - 4) Level Three
 - a) 5 days - grievant to carry the grievance further
 - b) 5 days - PR&R committee to review matter and inform president of Board of Education
 - c) 3 days - Board of Education period of time to notify of meeting time and place
 - d) 10 days - for meeting to occur after notification
 - e) 3 days - Board of Education to give its decision
 - 5) Level Four
 - a) 5 days - grievant and PR&R Chairperson to carry grievance further
 - b) 10 days - grievant and superintendent to select arbitrator

O. Teacher Discipline

1. Any employee who is to be suspended shall be given written notice regarding the reason(s) for the disciplinary action within ten (10) days after the Board has knowledge of the conduct for which an employee is being disciplined. The employee shall be advised of the right to confer with representative of the S.E.A.
2. Any continuing contract employee who is to be discharged shall be given written notice regarding the reason(s) for the disciplinary action within ten (10) days after the Board has knowledge of the conduct for which the employee is being disciplined. The employee shall be advised of the right to confer with a representative of the S.E.A.
3. Any disciplinary action taken by the Board shall only be for gross inefficiency and immorality, for willful and persistent violation of reasonable regulations of the Board, or for good and just cause.
4. Any disciplinary action against an employee may be processed in accordance with the grievance procedure in Article XI, Section N of this agreement.
5. All certified employees of the Solon Board of Education are required by condition of employment to agree to the terms and conditions set forth in the Technology Acceptable Use Policy as noted in Appendix M. Those in violation risk loss of computer privileges or discipline per the negotiated agreement.

P. Student Discipline

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

Q. Educational Improvement

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

1. Local In-service Training
 - a) A workshop would be a typical activity. It could be a half day, a full day, several days, or on a shared-time basis after school, in the evening, in summer, etc. It might focus on a subject area, a grade level, an interest area, method area, etc. A guest lecturer may be the center of the in-service program.
 - b) Requests for local in-service training will be considered for discussion with the principal of that particular building or principals and forwarded to the superintendent of schools for approval. (See Educational Improvement Application)

- c) Certificated/Licensed personnel who are required to attend workshops, training sessions, and in-services, which begin after 4:30 P.M. on a school day, occur on Saturdays, or occur during the summer will be compensated at the rate of .07% of the Bachelor's base with no experience salary per hour. An attendee may not receive the rate if he/she is receiving college credits or Continuing Education Units.
- 2. Out-of-Town Professional Meetings and Reimbursement - A professional meeting is defined in the broad terminology to include conferences, workshops, conventions, coaching clinics and purposeful visitations outside Solon. Application should be made through the principal and forwarded to the superintendent of schools. A professional staff member is generally limited to five (5) or less professional meeting days a year being reimbursed for expenses to cover lodging, food, and transportation, and fees connected with the professional meeting. The reimbursement for these expenses shall follow the State requirements as outlined by the state auditor and by the clerk of the Solon Board of Education. (see Appendix F)
- 3. Innovations - An innovation is defined as experimentation in method, content, additional courses, and/or other educational, especially in the classroom, experience for students. The project may be conducted by one or more staff members. Cost and feasibility are strong factors for the approval of the project. One desiring to make such an expenditure will make application through principals which will be forwarded to the superintendent of schools.
- 4. Professional Visiting Days - Two (2) visiting days each school year may be allowed to teachers at the discretion of the principal. Requests for permission to attend special meetings (other than regularly scheduled meetings) are to be submitted to the superintendent's office in writing well in advance of such dates. (see Appendix F)
- 5. Special Duty Assignment - Professional personnel of the Solon School system may be given a special duty assignment for one or two semesters of released regular duty assignment to serve in a special capacity for the school district. The teacher may be assigned the task of visiting school systems to analyze a new innovation in education, a curriculum development, new materials, or doing action research. The teacher may be asked to take special coursework to provide one with a special expertise in education. Application may be made through the principal and forwarded to the Superintendent of schools for the request to be given consideration and approval by the Board of Education. (see Appendix F)
- 6. Performance Contracts - Performance contracts may be issued by the superintendent for the completion of curricular work or other work of a specific task, which will benefit the district. Performance contracts will be issued in writing specifying duties and compensation.

R. Tutoring

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

understanding between parents, teachers, and all concerned on the need for the work, the amount, and the fee.

3. Private tutoring for a fee (as distinguished from 1 and 2 above, and as distinguished from the normal amount of assistance given to students apart from the teacher's regular duties) is not to be given by a teacher to any of one's own students.

S. S.E.A. Participation in Appropriations

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

T. Staff Participation in School Design

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

U. School Year

1. The exact school year shall be a negotiable item. The school calendar shall consist of one hundred eighty-six (186) days as follows:
 - One hundred eighty-two (182) instructional days
 - One (1) Teacher Day (immediately preceding opening day of the first semester)
 - One (1) Professional or In-Service Day
 - One (1) Records Day (corresponding with the end of the first semester)
 - One (1) Records Day (following the last student day)
 - Two (2) Parent Conference Days (K-8, with student release time) will be scheduled within the school year.
2. No teacher will be required to attend any meeting or accept any assignment other than during the regular school year.
3. School calendars will be created by a committee consisting of a central office administrator and two (2) members of the S.E.A. Welfare and Finance Committee.

V. School Day

1. The length of the certificated/licensed employee work day is as follows:
 - a. High School 7 hours and 45 minutes
 - b. Solon Middle 7 hours and 25 minutes
 - c. Orchard 7 hours and 25 minutes

d. Elementary K-4 7 hours and 25 minutes

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

2. The length of the certificated/licensed employee day includes periods of twenty (20) minutes before the official student day begins and twenty (20) minutes after the student day has ended. The student day shall be defined as the period of time the students begin in an assigned class or homeroom period in the morning until dismissal time at the close of the normal school day.
3. If the administration finds it necessary to increase the instructional day, the amount of increase shall be limited to no more than ten (10) minutes and shall not extend the amount of time in the teacher day as listed in section V.1. above.
4. The certificated/licensed employee work day will include at least a thirty (30) minute duty-free, uninterrupted lunch between 11:00 A.M. and 1:00 P.M. The exceptions to this are (a) if the teacher agrees in writing to his/her schedule, or (b) when no other scheduling alternative exists and the teacher will not be assigned to a similar schedule two (2) years in a row. Each certificated/licensed employee shall be free to leave the building during that period after notifying the building office.
5. Duties shall be equalized, but equalization does not require that duties be equal on any given day, week or month. Duties of a teacher shall be of a professional nature.
6. Certificated/Licensed employees who are required to travel from one building to another shall not have such travel time considered part of their planning time or lunch time.
7. All high school certificated/licensed employees shall have fifty (50) minutes of uninterrupted planning time during each student day. High school teachers will be assigned no more than five (5) fifty (50) minute teaching periods each student day. Middle school and elementary certificated/licensed employees shall have a minimum of two hundred (200) minutes planning time per week during the student day.
8. Meetings and Committee Work
 - a) An SEA committee will meet with the administration to discuss the meeting schedule for the coming school year. Every effort will be made to minimize November meetings in deference to parent conferences. Once the schedule is set, committee members must understand that changes, additions, and deletions of meetings may occur during the life of the committee. Every effort will be made to include staff in those changes.
 - b) After School Meetings. The certificated/licensed employee schedule anticipates that certified/licensed employees will remain after school without additional compensation to attend up to 20 hours of meetings per year for faculty, study groups, building, department or grade level needs. These meetings will not be scheduled during the last two days of a grading period, the first full week of a new grading period and the last five (5) days of the school year. Grade level, team, or department meetings for the purpose of implementing district work will be no more than two additional after school meetings per year.
 - c) During School Meetings. Grade level, team, or department meetings for purpose of implementing district work will be no more than two full or four half days of release time.
 - d) Development Meetings - Compensated. Curriculum revision work will be compensated at the rate of .07% of the Bachelor's base with no experience salary per hour.

- e) Building administrators will review each staff member's commitment to ensure that the teacher has not over extended his/her self in committee work. Building administrators will make a reasonable effort to equitably distribute committee assignments.
- f) Nothing in the above paragraphs shall preclude the Board or administration from assigning certificated/licensed employees to curriculum and other special work during the hours of the day when release time from the employee's normal daily schedule is provided.

W. Printing of the Agreement and Board Policies

- 1. Upon ratification and signing of this Agreement by the Board and S.E.A., the Board will make available online on a copy of the contract by September 1 of the new contract year or within sixty (60) days of ratification and signing, whichever is later. The Board will also make physical copies of the agreement for the S.E.A. executive board.
- 2. A copy of any collective bargaining agreement entered into by the Association and the Board shall be jointly filed with the State Employment Relations Board within thirty (30) days of the ratification and signing of the agreement.
- 3. A copy of the Solon School District Board Policies will be available for review online.
- 4. Each teacher will also receive a handbook consisting of the rules and regulations for the operation of their respective buildings from the building by the first instructional date.

X. Teacher Salary Schedule

- 1. **PURPOSE:** The purpose of this salary schedule is to attract and maintain a superior quality of teaching personnel, to promote professional growth, and to encourage longer tenure for successful teachers.
- 2. **DESCRIPTION:** This schedule shall be two salary schedules for all certificated/licensed personnel.
- 3. **THE SCHEDULE:**
 - a) In placing a new teacher on the salary schedule, consideration shall be given to both previous experience and training. The number of years allowed a teacher entering the system is at the discretion of the Board of Education upon recommendation of the superintendent.
 - b) All teaching assignments are regarded as carrying an appropriate amount of extra classroom service without regard to grade or subject taught.
 - c) In cases where special services are assigned to a teacher by the Board, additional compensation may be granted. This does not refer to the usual extra-class assignments but to such assignments as dean of boys, dean of girls, athletic coaches, etc.
 - d) A teacher who has retired into the State Teachers Retirement System (STRS), but subsequently is re-employed by the Board, shall be placed on the salary schedule with full recognition of previous years of teaching experience and training. That teacher's current salary will then be multiplied by a minimum of 75%, which shall provide his/her compensation. Any medical, dental or vision benefits received by the employee shall be taken through the State Teachers' Retirement System and will not be offered by the Board of Education. If during the life of this contract the State Teachers' Retirement System enacts a policy that does not permit the retired/rehired employee from accessing those benefits, that employee may access the Board's benefits by reimbursing the Board for the total cost of the benefits. Life insurance coverage will be provided by the Board in accordance with the eligibility provisions.
- 4. Any certificated/licensed employee given an extended time contract shall be compensated at his/her daily rate or monthly rate.

- a. Employees who work extended time shall be compensated at the salary per diem paid for the school year for which the work was approved. Application for payment for extended time must be made by September 1. Payment for extended time worked will be received in the first September payroll.

5. This Agreement specifies salaries for the 2014-2015, 2015-2016, 2016-2017 school years.

YEAR	SALARY INDEX	STEP
FY15	0.00%	Freeze
FY16	2.50%	1 Experience Step / 1 Educational Lane Max
FY17	2.50%	1 Experience Step / 1 Educational Lane Max

- 6. A certificated/licensed employee in the Masters +30 column, who has completed 25 years of service, shall receive a longevity increase of 1.0395 x step q, now known as step r. A certificated/licensed employee in the Masters +30 column, who has completed 29 years of service shall receive a longevity increase of 1.012 x step r, now known as steps.
- 7. No more than 15 semester hours of workshop or on-line credit will be accepted for movement on the salary schedule after the Master’s Degree column. All coursework completed prior to September 1, 1996 will be accepted for movement on the salary schedule.
- 8. Employees hired after the 2011-2012 school year shall be placed on the revised salary schedule as outlined in Appendix B (New Hire Salary Schedule).

Y. Extra Duty Positions and Remuneration

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

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

Language to be worked on to explain the freezes above the salary schedule

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

7. BOYS INTERSCHOLASTIC ATHLETICS

<u>Sport</u>	<u>Position</u>	<u>Index*</u>
Administration	Faculty Manager (SHS)	10%
	Faculty Manager (SMS)	17% ²
Football (Aug. 1 Start)	Head Varsity Coach (1)	16%
	Asst. Coach (13) (2-7 th , 8 th , 9 th , 2-JV, 5-V)	10%
	Summer pay (All Levels)	\$400
Basketball	Head Varsity Coach	15%
	High School Asst. (3-V/JV/F)	9%
	Middle School (2-7 th & 8 th)	7.5%
	High School Scout	3% ⁵
Wrestling	Head Varsity Coach	15%
	High School Asst. (2-JV/F)	9%
	Middle School (2-7 th & 8 th)	7.5%
Track	Head Varsity Coach	12%
	High School Asst. (3-2V & 1F)	9%
	Middle School (3 co-coaches)	7.5%
	Indoor Head Coach (Boys and Girls)	2%
	Indoor Asst. Coaches (Boys and Girls)	2% ⁸
Baseball	Head Varsity Coach	13%
	High School Asst. (3-V, 2/JV)	9%
	Middle School	7.5%
Soccer	Head Varsity Coach	12%
	High School Asst. (2-JV/F)	9%
	Middle School (2-7 th & 8 th)	7.5%
	Summer pay	\$200
Cross Country	Head Varsity Coach	9%
	Middle School	7.5%
	Asst. Coach	7.5%
Tennis	Head Varsity Coach	9%
	High School Asst. (1-JV)	7.5%
Golf	Head Varsity Coach	9%
	High School Asst. (1)	7.5%
Swimming	Head Varsity Coach	15%
	Asst. Varsity Coach (2) (Boys & Girls)	9%
	Asst. Varsity Diving (Boys & Girls)	9%
	JV (8 th)	9%
Hockey	Head Varsity Coach	12%
	Asst. Varsity Coach	9%
Lacrosse	Head Varsity Coach	12%
	Asst. Varsity Coach	9%
Bowling	Head Varsity Coach	7.5%

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

8. GIRLS INTERSCHOLASTIC ATHLETICS

Sport	Position	Index*
Basketball	Head Varsity Coach	15%
	High School Asst. (3 V, 2 MS)	9%
	Middle School (2)	7.5%
	High School Scout	3% ⁵
Gymnastics	Head Varsity Coach	12%
	High School Asst. (2-JV/F)	9%
	Middle School (2-Head, Asst.)	7.5%
Volleyball	Head Varsity Coach	12%
	High School Asst. (3 - V/JV/F)	9%
	Middle School (2)	7.5%
	Summer pay	\$200
Track	Head Varsity Coach	12%
	High School Asst. (3)	9%
	Middle School (3 co-coaches)	7.5%
Cross Country	Head Varsity Coach	9%
	Middle School	7.5%
	Asst. Coach	7.5%
Tennis	Head Varsity Coach	9%
	High School Asst. (2-JV/F)	7.5%
Golf	Head Varsity Coach	9%
	High School Asst.	7.5%
Softball	Head Varsity Coach	13%
	High School Asst. (3-V/JV/F)	9%
	Middle School	7.5%
Soccer	Head Varsity Coach	12%
	High School Asst. (2-JV/F)	9%
	Middle School (2)	7.5%
	Summer Pay	\$200
Bowling	Head Varsity Coach	7.5%

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

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

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

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

13. EXTRA DUTY ASSIGNMENTS

Location	Category	Assignment	Index ¹	Hourly	Pay	
District	Advisor	Chess Club		\$20/hr.	\$2500 Max	
		Curriculum	Building Assessment Coordinator (K-6)	5%		
			Home Instruction Tutor		.085%/hr	
			Lead Test Coordinator	10%		
			Test Coordinator	5%		
			Summer School Teacher (SHS & SMS)		0.1%/hr	
		Support	LPDC Members (for all LPDC related work)		curric. rate	
			Saturday School (SHS & SMS)		\$25/hr	
			Staff Development Council	1.50%		
			Web Manager	8%		
			Wellness Club Director	3.50%		
			Library Coordinator			.035 FTE
	Elementary	Advisor	Elementary Science Club	5%		
Curriculum		Grade Level TCR (K-4)	7%		\$100 Summer	
OMS	Advisor	Science Olympiad	7% ⁶			
	Curriculum	Content Area TCR (5-6)	10%			
		Outdoor Education Director	10%			
OMS	Music - Vocal	Vocal Ensemble	6%			
SHS	Advisor	Academic Challenge	5%			
		Amnesty International	3%			
		Diversity Achievement Program	6%			
		Fashion Club Advisor	3.50%			
		Freshman Class Advisor	3%			

	Future Business Leaders	3%	
	Future Problem Solvers	5%	
	High School Literary Publication (Images)	4%	
	Honor Society	7%	
	Journalism Advisor	6%	
	Junior Class Advisor	5%	
	Junior State of America Advisor	3%	
	Key Club Advisor	7%	
	Link / PreMed Advisor	7%	
	Mock Trial Advisor	5%	
	Mock Trial Advisor Asst.	3%	
	SADD	7%	
	Science Olympiad	9% ⁶	
	Science Olympiad Asst.	7.5%	
	Senior Class Advisor	3%	
	Ski Club	5%	
	Sophomore Class Advisor	3%	
	Speech & Debate Assistant	3%	
	Speech & Debate Head Coach	6.60%	
	Starlette Advisor	15%	\$200 summer 7
	Student Council	11%	
	United Nations	3%	
	Washington, D.C. Trip Advisor	5%	
	Yearbook	5.5% ²	
	Cheerleading Freshman Cheerleaders	7.5%	
	High School Asst.	7.5%	
	High School Varsity	10%	
	Drama Asst. Drama Advisor Fall Play	7% ³	
	Choreographer (Spring Play)	2.50%	
	Drama Advisor Fall Play	9%	
	Drama Advisor One Act Plays (3)	2.20%	
	Major Musical Director	12%	
SHS	Drama Major Musical Director Assistant	12% ⁴	
	Major Musical Director Music	8%	
	Major Musical Director Pit	4%	

		Piano Accompanist (Spring Play)	3%	
	Intramurals	ORC Basketball Intramurals	7%	
	Music - Band	Director (index at current salary)	10%	
		Director Asst.	5%	10 days /per diem
		Orchestra Director	10%	
		Jazz Band I	6%	
		Jazz Band II	3%	
		Pep Band	3%	
	Music - Vocal	Music in Motion Tech Dir.	5%	
		Show Choir Asst. Director	12%	
		Show Choir Choreographer	7.5%	
		Show Choir Compensation for Summer		\$500
		Show Choir Director	15%	
	Support	Café du Solon		\$750
		Pool Director	10%	
SMS	Advisor	Council for Exceptional Children Advisor	5%	
		Council for Exceptional Children Assistant	3%	
		Future Problem Solvers	5%	
		Literary Magazine	3.50%	
		Middle School Newspaper	3%	
		Middle School Power of the Pen	3%	
		Middle School SADD	5%	
		Middle School Ski Club	5%	
		Middle School Student Council Dir.	5.50%	
		Middle School Trip Advisor	5%	
		Middle School Yearbook Advisor	6%	
		Science Olympiad	9% ⁶	
		Science Olympiad Asst.	7.5%	
	Cheerleading	Middle School (2)	7.5%	
	Curriculum	Middle School Science Fair	3% ⁹	
	Drama	Middle School Drama	3%	
	Music - Band	Middle School Jazz Band	5%	
	Music - Vocal	Vocal Ensemble	6%	
	Support	Middle School Open Computer Lab	3%	

Footnotes to the extra duty positions:

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

14. SUPPLEMENTAL CONTRACTS FOR ART MUSIC PE & MEDIA

Members of the bargaining unit who commence employment on and after August 1, 2013 in the licensure areas of art, music, physical education and media are required to undertake a supplemental duty related to their area of licensure and perform such duty without any additional compensation. The supplemental duty may consist of either (a) an extra duty position found under Article XI. Y. of the contract, or (b) some other reasonable supplemental duty when an extra duty contract is not available. This provision is subject to the following:

- a. Teachers hired with more than one extra duty contract will lose the compensation for the least paid contract. Therefore, someone who has two extra duty contracts for coaching and is assigned an extra duty with a lower compensation, it is the lowest compensated duty that is unpaid.
- b. When the extra duty positions are hired, the application of this provision may be altered by agreement to recruit a desirable coach and or advisor.
- c. No employee hired under this provision shall be given a paid extra duty which replaces a current employee who holds that extra duty contract unless the position is:
 - i. open due to non-renewal of the supplemental contract held by the current employee due to performance and
 - ii. all other current employees have been given the right to bid on said extra duty but were deemed less qualified.
- d. In subsequent years, it is understood that such situations may arise where the employee hired under this provision may agree with the administration that their contract shall be renewed to provide for only teaching duties and no longer require supplemental duties, with no reduction in salary. For members in those areas of licensure employed prior to the start of the 2013-14 school year, such assignments are compensated through additional salaries issued under supplemental contracts.
- e. SEA and the Board agree to consult as unusual situations arise.
- f. For the purpose of this section only, employees hired for less than a full-time contract will have their first extra duty contract reduced by an equal amount in relationship to their contract. For example, a .7 PE teacher/coach shall have 7/10 of their extra duty contract reduced. The employee may receive the other 3/10 as compensation.
- g. This section of the contract will be revisited throughout the school year to review its practical effects.

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

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

16. INTRAMURALS

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

17. MENTORS

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

- a. New mentors will be required to attend 7 hours of training. Compensation will be 7 hours times the negotiated rate of .07%.
- b. All mentors will be paid for the two half days of orientation (building and district). Compensation will be 6 hours at the negotiated rate.
- c. Those mentoring an inexperienced teacher will receive 1.5% of the bachelor's base for the first entry year teacher.
- d. Those mentoring an experienced teacher will receive 1% of the bachelor's base for the first entry year teacher.
- e. Compensation for mentoring additional entry year teachers would be at 50% of the base stipend fee as defined in sections c and d.
- f. A mentor assigned both an experienced and an inexperienced teacher shall be paid the 1.5% for the inexperienced teacher. The experienced teacher will be figured as provided in section c.

18. PERFORMANCE SALARY DIFFERENTIAL

Staff members will receive the following additional performance payments based on the strong performance of our staff:

September 2014: 3.00% of employee's current salary

September 2015: 3.25% of employee's current salary

September 2016: 3.25% of employee's current salary

Z. Retirement Incentive

1. Incentive Description

If a teacher chooses the retire/rehire incentive, it will be as follows:

- a. They would retire in the year that they reach eligibility as defined in XI.Z.2. Eligibility below.
- b. The Board would guarantee re-employment for one year at full salary. The re-employ option at full salary is for the next school year only. No employment beyond that year will be offered. If there is future employment, Section X.3.d. would apply.
- c. The employee would receive severance pay one year after rehire year is completed. Employee should contact the Treasurer for individual payment options.
- d. The teacher must also agree not to take the Board offered medical, dental or vision plans and take that offered by the State Teachers' Retirement System. Furthermore, if STRS requires employing school districts of rehired teachers to pay the medical, dental, or vision costs the

employee will reimburse the Board for that cost. Life insurance coverage will be provided by the Board in accordance with the eligibility provisions.

2. Eligibility:

- a. The certificated/licensed employee who retires with 30 years of service and is immediately eligible to receive benefits from STRS will be paid the Retirement Incentive.
- b. A certificated/licensed employee who retires with less than 30 years service is to be included under the above description (3.a.).
- c. The certificated/licensed employee must declare his/her intention in writing to retire by March

3. Provisions and Limitations:

The Retirement Incentive will not be available to any certificated/licensed employee who has more than 30 years service in STRS.

AA. Retirement Prohibition

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

BB. Severance Pay Deferral Plan

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

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

1. The employee retires and thereby becomes entitled to severance pay under Paragraph C, or a retirement incentive under Paragraph Z of this Article.
2. The employee's date of separation from service is in or after the calendar year in which the employee is or will be age 55.

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

1. If a retiring employee is a participant in the 403(b) Plan, in lieu of the employee receiving a cash payment under Paragraph C and/or Paragraph Z of this Article (collectively, "Severance Pay"), an employer contribution shall be made on his or her behalf under the 403(b) Plan in an amount equal to the lesser of:
 - a. The total amount of the Participant's Severance Pay, or
 - b. The maximum contribution amount allowable under the terms of the 403(b) Plan.
2. The required contribution to the 403(b) Plan shall be made within 30 days of the effective date of retirement, provided that the retiring employee has provided evidence of retirement under the State Teachers Retirement System (or, if applicable, another state retirement system).
3. In the calendar year of retirement, or in any other calendar year, the total amount of Severance Pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount

allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b).

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

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

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

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

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

All contributions to the 403(b) Plan, and any cash payments required hereunder, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Solon Education Association guarantee any tax or investment results associated with the 403(b) Plan.

CC. Defense & Indemnification of Employees

- a) The Board shall provide for the defense of an employee, in any state or federal court, in any civil action or proceeding to recover damages or injury, death, or loss to persons or property allegedly caused by an act or omission of the employee in connection with a governmental or proprietary function if the act or omission occurred or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of his/her employment or official responsibilities.

- b) The Board shall indemnify and hold harmless an employee in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the employee in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the employee was acting in good faith and within the scope of his/her employment or official responsibilities.

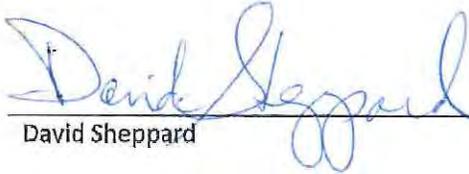
XII. Duration

The Agreement will remain in force for a period of three (3) years beginning September 1, 2014 and ending August 31, 2017. This agreement supersedes any previous agreements. Negotiations for a new collective bargaining agreement between the parties shall commence with the sending of a notice to negotiate and the procedures set forth in Chapter 4117 of the Ohio Revised Code and Ohio Administrative Code.



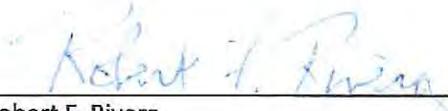
Julia S. Glavin

President
Solon Board of Education



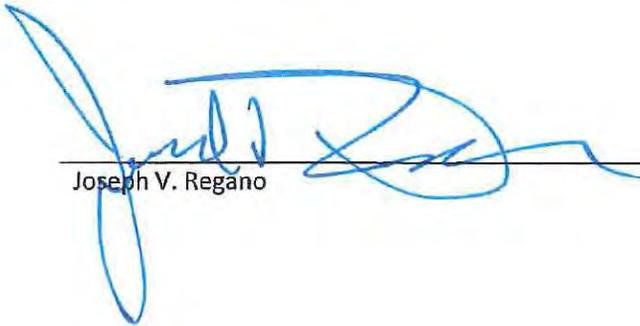
David Sheppard

President
Solon Education Association



Robert F. Rivera

Chief Negotiator
Solon Education Association



Joseph V. Regano

Superintendent of Schools

OTES DOCUMENTS

Ohio TEACHER EVALUATION SYSTEM (OTES)

Alternative Framework for 2014-2015*



Teacher Performance on Standards

Above Expected or Expected Growth = Professional Growth Plan

Below Expected Growth = Improvement Plan

Formal observation and classroom walkthroughs/informal observations

- Pre-conference
- Observation
- Post-conference

Complete performance rubric

Mid-Year Review and Conference

Formal observation and classroom walkthroughs/informal observations

- Pre-conference

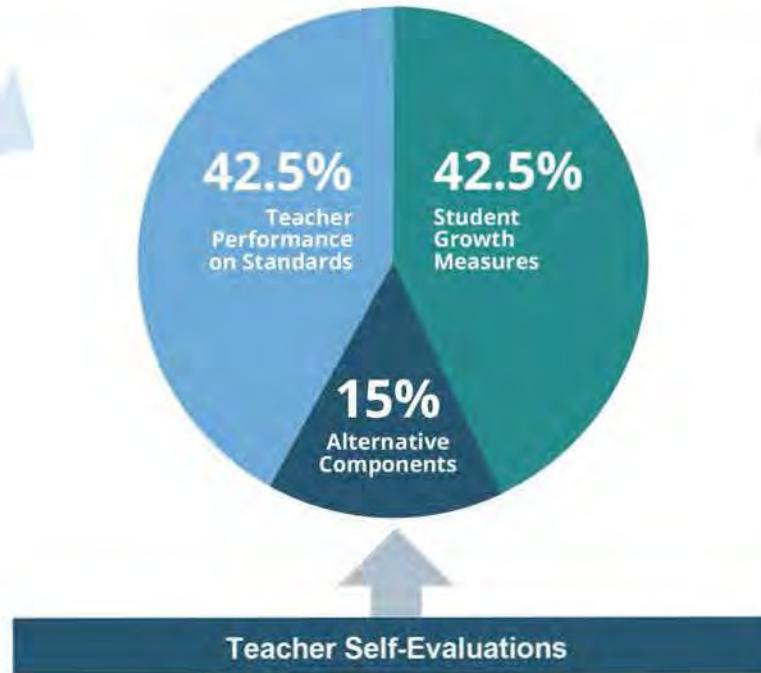
Observation *(both completed by May 1)*

- Post-conference

Complete performance rubric

Written report *(by May 10)*

Final Review and Conference



Final Summative Rating

	4 Accomplished	3 Skilled	2 Developing	1 Ineffective
Above	Accomplished	Accomplished	Skilled	Developing
Expected	Skilled	Skilled	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

Student Growth Measures

A1 - Teacher instructs Value-Added subjects exclusively

- Teacher level Value-Added: 42.5%

42.5%

A2 - Teacher instructs Value-Added courses, but not exclusively

- Teacher level Value-Added proportionate to teacher's schedule: 10 - 42.5%
- District Shared Attribution: 0 - 32.5%

10 - 42.5% 0 - 32.5%

(or) C - No teacher-level Value-Added or approved vendor assessment data available

- District Shared Attribution: 42.5%

42.5%

* For the 2015-2016 academic year and thereafter, the teacher performance measure and student growth measure shall be equal percentages (with a minimum of 42.5 percent each), and the remaining percentage shall be the selected alternative component.

Self-Assessment Summary Tool

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Name: _____

Date: _____

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> • Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations 			
Standard 2: Content	<ul style="list-style-type: none"> • Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities 			
Standard 3: Assessment	<ul style="list-style-type: none"> • Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting 			
Standard 4: Instruction	<ul style="list-style-type: none"> • Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs 			
Standard 5: Learning Environment	<ul style="list-style-type: none"> • Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students 			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> • Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies 			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> • Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

	Self-Directed		Collaborative
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Teacher:		Evaluator:	
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<u>Annual Focus</u> These are addressed by the evaluator as appropriate for this teacher.	<u>Date</u> Record dates when discussed	<u>Areas for Professional Growth</u> supports needed, resources, professional development Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
<p>Goal 1: Student Achievement/Outcomes for Students Goal Statement:</p> <p>Evidence Indicators:</p>		
<p>Goal 2 : Teacher Performance on the Ohio Standards for the Teaching Profession Goal Statement:</p> <p>Evidence Indicators:</p>		

Evaluator Signature	Date	Teacher Signature	Date
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The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Teacher:		Grades (s) / Subject Area (s):		Date:	
Evaluator:		School Year:		Building:	

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.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	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 Specifically Describe Successful Improvement Target(s)



Improvement Plan (continued)

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 this Improvement Plan to Be Evaluated:

Evaluator Signature: _____ Date: _____

Teacher Signature: _____ Date: _____

**Please note signature indicates acknowledgement not agreement*

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



Improvement Plan: Evaluation of Plan

Teacher Name: _____

Grade Level/ Subject: __

School year: _____

Building: _____

Date of Evaluation: __

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance*
- The Improvement Plan should continue for time specified:
- Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

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

Evaluator Signature: _____ **Date:** _____

Teacher Signature: _____ **Date:** _____

**Please note signature indicates acknowledgement not agreement
The evaluator’s signature on this form verifies that the proper procedures as detailed in the local contract have been followed.*

*The acceptable level of performance varies depending on the teacher’s years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Proficient level or above.

Pre-Observation Planning and Lesson Reflection Resource Questions

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

INSTRUCTIONAL PLANNING

FOCUS (Standard 4: Instruction)

- What is the focus for the lesson?
- What content will students know/understand? What skills will they demonstrate?
- What standards are addressed in the planned instruction?
- Why is this learning important?

ASSESSMENT DATA (Standard 3: Assessment)

- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS

(Standard 1: Students / Standard 2: Content / Standard 4: Instruction)

- What prior knowledge do students need?
- What are the connections to previous and future learning?
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

KNOWLEDGE OF STUDENTS (Standard 1: Students)

- What should the evaluator know about the student population? (See *Data Measures Inventory for the Classroom*)
- How is this a developmentally appropriate learning activity?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)

- How will the goals for learning be communicated to students?
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?
- How will content-specific concepts, assumptions, and skills be taught?

DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)

- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

RESOURCES (Standard 2: Content / Standard 4: Instruction)

- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

CLASSROOM ENVIRONMENT

(Standard 1: Students / Standard 5: Learning Environment)

- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

- How will you check for understanding during the lesson?
- What specific products or demonstrations will assess student learning / achievement of goals for instruction?
- How will you ensure that students understand how they are doing and support students' self-assessment?
- How will you use assessment data to inform your next steps?

PROFESSIONAL RESPONSIBILITIES

COLLABORATION AND COMMUNICATION (Standard 6)

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

Informal Observation: General Form

Teacher:		Grades (s) / Subject Area (s):		Date:	
Evaluator:		Walkthrough Starts:		Walkthrough Ends:	

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS			
	Instruction is developmentally appropriate		Lesson content is linked to previous and future learning
	Learning outcomes and goals are clearly communicated to students		Classroom learning environment is safe and conducive to learning
	Varied instructional tools and strategies reflect student needs and learning objectives		Teacher provides students with timely and responsive feedback
	Content presented is accurate and grade appropriate		Instructional time is used effectively
	Teacher connects lesson to real-life applications		Routines support learning goals and activities
	Instruction and lesson activities are accessible and challenging for students		Multiple methods of assessment of student learning are utilized to guide instruction
	Other:		Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____ **Date:** _____

Teacher Signature: _____ **Date:** _____

**Please note signature indicates acknowledgement not agreement*

Teacher Performance Observation Rubric

Teacher:		Grades (s) / Subject Area (s):		Date:	
Evaluator:		School Year:		Building:	

The Teacher Performance Observation Rubric is intended to be scored holistically. This means that evaluators will assess which level provides the best overall description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
		<p>ASSESSMENT DATA (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>The teacher does not use or only uses one measure of student performance.</p>	<p>The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.</p> <p>The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.</p>	<p>The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.</p> <p>The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher’s lesson does not build on or connect to students’ prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students’ prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students’ prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner’s prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
Evidence					

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence				

INSTRUCTION AND ASSESSMENT					
INSTRUCTION AND ASSESSMENT		Ineffective	Developing	Skilled	Accomplished
	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				

INSTRUCTION AND ASSESSMENT					
INSTRUCTION AND ASSESSMENT		Ineffective	Developing	Skilled	Accomplished
	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole- class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
	Evidence				

INSTRUCTION AND ASSESSMENT					
INSTRUCTION AND ASSESSMENT	RESOURCES (Standard 2: Content; Standard 4: Instruction)	Ineffective	Developing	Skilled	Accomplished
	<p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>
Evidence					

INSTRUCTION AND ASSESSMENT

		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT		<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p>
	<p>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i></p> <p>Pre-Conference</p> <p>Formal Observation</p> <p>Classroom Walkthroughs/ Informal Observations</p>	<p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>

	Evidence				
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INSTRUCTION AND ASSESSMENT					
INSTRUCTION AND ASSESSMENT		Ineffective	Developing	Skilled	Accomplished
	<p style="text-align: center;">ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p style="text-align: center;"><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
Evidence					

PROFESSIONALISM					
PROFESSIONALISM	PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)	Ineffective	Developing	Skilled	Accomplished
	<p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	Evidence				

Evaluator Signature: _____ Date: _____

Teacher Signature: _____ Date: _____

*Please note teacher signature indicates acknowledgement not agreement

Teacher Self-Evaluation as an Alternative Component of Teacher Evaluation

Teacher:		Grades (s) / Subject Area (s):		Date:	
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PURPOSE: Teacher Self-Evaluation promotes an objective self-reflection of strengths and areas for growth. This reflection should be based on analysis of evidence about effective instructional practices and the impact of those practices on student learning. This reflection informs an action plan, which strengthens instruction, assessment and professional practices. The local district is responsible for decisions regarding self-evaluation, such as timelines and selection of reviewer.

Self-Evaluation is a one-year reflection based upon existing data, such as the Professional Growth/Improvement Plan, the electronic Teacher and Principal Evaluation System (eTPES) Self-Assessment, Resident Educator’s Self-Assessment, and the prior year’s evaluation results. Additionally, the one year self-evaluation may be used to inform or support the five-year Individual Professional Development Plan (IPDP).

Step 1: Self-reflect on performance on the standards (completed by the teacher at the beginning of the school year)

Use the table below (based on the *Ohio Standards for the Teaching Profession*) to respond to each standard. Thoughtfully consider the elements in each standard to determine the 1-4 rating (1= rarely, 2= sometimes, 3= frequently, 4= always).

Standard 1: Students	1	2	3	4
Knowledge of how students learn and of student development				
Understanding of what students know and are able to do				
High expectations for all students				
Respect for all students				
Identification, instruction and intervention for special populations				
Evidence indicating strengths and areas for growth:				
Standard 2: Content	1	2	3	4
Knowledge of content				
Use of content-specific instructional strategies to teach concepts and skills				
Knowledge of school and district curriculum priorities and Ohio academic content standards				
Relationship of knowledge within the discipline to other content areas				
Connection of content to life experiences and career opportunities				
Evidence indicating strengths and areas for growth:				

Teacher Self-Evaluation as an Alternative Component of Teacher Evaluation

Standard 3: Assessment	1	2	3	4
Knowledge of assessment types				
Use of varied diagnostic, formative and summative assessments				
Analysis of data to monitor student progress and to plan, differentiate and modify instruction				
Communication of results				
Inclusion of student self-assessment and goal-setting				
Evidence indicating strengths and areas for growth:				
Standard 4: Instruction	1	2	3	4
Alignment to school and district priorities and Ohio academic content standards				
Use of student information to plan and deliver instruction				
Communication of clear learning goals				
Apply knowledge of how students think and learn to instructional design and delivery				
Differentiation of instruction to support learning needs of all students				
Use of activities to promote independence and problem-solving				
Use of varied resources to support learner needs				
Evidence indicating strengths and areas for growth:				
Standard 5: Learning Environment	1	2	3	4
Fair and equitable treatment of all students				
Creation of a safe learning environment				
Use of strategies to motivate students to work productively and assume responsibility for learning				
Creation of learning situations for independent and collaborative work				
Maintenance of an environment that is conducive to learning for all students				
Evidence indicating strengths and areas for growth:				

Teacher Self-Evaluation as an Alternative Component of Teacher Evaluation

Standard 6: Collaboration and Communication	1	2	3	4
Clear and effective communication				
Shared responsibility with parents/caregivers to support student learning				
Collaboration with other teachers, administrators, school and district staff				
Collaboration with local community agencies				
Evidence indicating strengths and areas for growth:				
Standard 7: Professional Responsibility and Growth	1	2	3	4
Understanding of, and adherence to, professional ethics, policies and legal codes				
Engagement in continuous, purposeful professional development				
Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement				
Evidence indicating strengths and areas for growth:				

Step 2: Self-evaluation summary and planning (completed by the teacher at the beginning of the school year)

The quality and thoroughness of the responses will determine the overall rating. As such, refer to the rubric on page 4 as responses are constructed.

Summarize the findings of the self-evaluation and determine focus area(s) for the year:

Design a course of action for the school year based on your focus area(s).

How will your work in these focus areas improve student learning?

How will success be measured?

Teacher Self-Evaluation as an Alternative Component of Teacher Evaluation

Step 3: Scoring the Self-Evaluation* (completed by the reviewer)

The reviewer should use the rubric below to determine a holistic rating. The rating is based on the **quality and thoroughness of responses**.

1	2	3	4
The teacher has attempted to analyze the performance standards or student growth data to determine strengths and areas for improvement. The analysis is either incomplete or lacks objectivity.	The teacher has analyzed performance standards and student growth data in some areas to determine strengths and areas for improvement, yet gaps exist in the analysis.	The teacher has objectively analyzed performance standards and student growth data to determine strengths and areas for improvement.	The teacher has objectively and collaboratively analyzed performance standards and student growth data to determine strengths and areas for improvement.
Rarely collects data to support the analysis.	Intermittently collects data to support the analysis.	Consistently collects data and identifies essential evidence to support the analysis.	Frequently collects data and identifies essential evidence from multiple sources to support the analysis.
Summary and plan of action are incomplete. Timeline is unclear.	Summary and plan of action are minimally addressed. The plan lacks a reasonable timeline.	Summary and plan of action are satisfactory. The timeline is adequate.	Summary and plan of action are articulate, clear and include a reasonable timeline.
The response incompletely explains how the plan will result in improved teacher practice and student learning.	The response vaguely explains how the plan will result in improved teacher practice and student learning.	The response adequately explains how the plan will result in improved teacher practice and student learning.	The response clearly explains how the plan will result in improved practice and student learning, along with contributing to learning within the organization.
The success metric is based on analysis of incomplete data and unclearly measures the expected results of the plan of action.	The success metric is based on analysis of limited data and partially measures the expected results of the plan of action.	The success metric is based on analysis of important data and reasonably measures the expected results of the plan of action.	The success metric is based on analysis of critical data and comprehensively measures the expected results of the plan of action.

Reviewer: Consider the indicators above that most accurately describe the quality and thoroughness of the teacher's responses.

Holistic rating	1	2	3	4
Overall numerical rating for eTPES entry:	Minimal	Partial	Thorough	Extensive

*If previous evaluation was not completed using the Ohio Teacher Evaluation System rubric, the local evaluation may be used. Because the self-evaluation is based on past performance, teachers new to the profession will not be able to complete Step 1 of the self-evaluation. Educators new to the profession may use the Resident Educator's Self-Assessment to assist in completing Step 2 of the Self-Evaluation.

Date of Self-Evaluation Conference: _____

Teacher Signature: _____

Reviewer Signature: _____

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/ refinement:</i>				
Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE E XPECTED GROWTH	
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/ refinement:</i>				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

SALARY SCHEDULES

Solon City School District
Certified Salaries for Employees Hired 2011-2012 School Year or After
Years 13-14 and 14-15

Step	Non-Degree	B	B+15	M	M+15	M+30
a(0)	\$ 39,052	\$ 42,063	\$ 43,793	\$ 45,689	\$ 47,250	\$ 48,972
b(1)	\$ 40,567	\$ 43,700	\$ 45,496	\$ 47,473	\$ 49,093	\$ 50,883
c(2)	\$ 42,141	\$ 45,401	\$ 47,271	\$ 49,323	\$ 51,011	\$ 52,874
d(3)	\$ 43,782	\$ 47,169	\$ 49,117	\$ 51,250	\$ 53,007	\$ 54,940
e(4)	\$ 45,484	\$ 49,011	\$ 51,035	\$ 53,252	\$ 55,079	\$ 57,095
f(5)	\$ 47,261	\$ 50,924	\$ 53,030	\$ 55,335	\$ 57,237	\$ 59,328
g(6)	\$ 49,104	\$ 52,915	\$ 55,106	\$ 57,505	\$ 59,480	\$ 61,658
h(7)	\$ 51,021	\$ 54,985	\$ 57,263	\$ 59,755	\$ 61,814	\$ 64,078
i(8)	\$ 53,015	\$ 57,137	\$ 59,507	\$ 62,101	\$ 64,241	\$ 66,593
j(9)	\$ 55,093	\$ 59,377	\$ 61,843	\$ 64,538	\$ 66,761	\$ 69,211
k(10)	\$ 57,250	\$ 61,708	\$ 64,269	\$ 67,075	\$ 69,388	\$ 71,939
l(11)	\$ 59,492	\$ 63,110	\$ 66,796	\$ 69,708	\$ 72,115	\$ 74,763
m(12)	\$ 61,824	\$ 66,649	\$ 69,419	\$ 72,456	\$ 74,953	\$ 77,713
n(13)			\$ 73,297	\$ 75,307	\$ 77,905	\$ 80,773
o(14)				\$ 78,275	\$ 80,975	\$ 83,958
p(15)					\$ 85,416	\$ 87,268
q(20)						\$ 90,712
r(25)						\$ 94,295
s(29)						\$ 95,426

Solon City School District
Certified Salaries for Employees Hired 2011-2012 School Year or After
Year 15-16

Step	Non-Degree	B	B+15	M	M+15	M+30
a(0)	\$ 40,028	\$ 43,114	\$ 44,887	\$ 46,831	\$ 48,432	\$ 50,197
b(1)	\$ 41,582	\$ 44,792	\$ 46,633	\$ 48,660	\$ 50,320	\$ 52,155
c(2)	\$ 43,195	\$ 46,536	\$ 48,453	\$ 50,556	\$ 52,287	\$ 54,196
d(3)	\$ 44,877	\$ 48,348	\$ 50,345	\$ 52,531	\$ 54,333	\$ 56,314
e(4)	\$ 46,621	\$ 50,236	\$ 52,311	\$ 54,583	\$ 56,456	\$ 58,522
f(5)	\$ 48,442	\$ 52,197	\$ 54,356	\$ 56,718	\$ 58,668	\$ 60,812
g(6)	\$ 50,331	\$ 54,237	\$ 56,483	\$ 58,942	\$ 60,967	\$ 63,199
h(7)	\$ 52,297	\$ 56,360	\$ 58,694	\$ 61,249	\$ 63,359	\$ 65,680
i(8)	\$ 54,340	\$ 58,566	\$ 60,994	\$ 63,653	\$ 65,847	\$ 68,258
j(9)	\$ 56,471	\$ 60,862	\$ 63,389	\$ 66,152	\$ 68,430	\$ 70,941
k(10)	\$ 58,681	\$ 63,251	\$ 65,876	\$ 68,752	\$ 71,122	\$ 73,737
l(11)	\$ 60,979	\$ 64,688	\$ 68,466	\$ 71,451	\$ 73,918	\$ 76,632
m(12)	\$ 63,370	\$ 68,315	\$ 71,155	\$ 74,267	\$ 76,826	\$ 79,656
n(13)			\$ 75,130	\$ 77,189	\$ 79,852	\$ 82,792
o(14)				\$ 80,232	\$ 82,999	\$ 86,057
p(15)					\$ 87,551	\$ 89,450
q(20)						\$ 92,979
r(25)						\$ 96,652
s(29)						\$ 97,812

Solon City School District
Certified Salaries for Employees Hired 2011-2012 School Year or After
Year 16-17

Step	Non-Degree	B	B+15	M	M+15	M+30
a(0)	\$ 41,029	\$ 44,192	\$ 46,010	\$ 48,002	\$ 49,643	\$ 51,451
b(1)	\$ 42,621	\$ 45,912	\$ 47,799	\$ 49,876	\$ 51,578	\$ 53,459
c(2)	\$ 44,275	\$ 47,700	\$ 49,664	\$ 51,820	\$ 53,594	\$ 55,550
d(3)	\$ 45,999	\$ 49,557	\$ 51,604	\$ 53,844	\$ 55,691	\$ 57,722
e(4)	\$ 47,786	\$ 51,492	\$ 53,618	\$ 55,948	\$ 57,867	\$ 59,985
f(5)	\$ 49,653	\$ 53,502	\$ 55,714	\$ 58,136	\$ 60,135	\$ 62,332
g(6)	\$ 51,590	\$ 55,593	\$ 57,895	\$ 60,416	\$ 62,491	\$ 64,779
h(7)	\$ 53,604	\$ 57,769	\$ 60,162	\$ 62,780	\$ 64,943	\$ 67,322
i(8)	\$ 55,698	\$ 60,030	\$ 62,519	\$ 65,245	\$ 67,493	\$ 69,964
j(9)	\$ 57,882	\$ 62,383	\$ 64,973	\$ 67,806	\$ 70,141	\$ 72,715
k(10)	\$ 60,148	\$ 64,832	\$ 67,523	\$ 70,471	\$ 72,900	\$ 75,580
l(11)	\$ 62,503	\$ 66,305	\$ 70,177	\$ 73,237	\$ 75,766	\$ 78,548
m(12)	\$ 64,954	\$ 70,023	\$ 72,934	\$ 76,124	\$ 78,747	\$ 81,647
n(13)			\$ 77,008	\$ 79,119	\$ 81,848	\$ 84,862
o(14)				\$ 82,237	\$ 85,074	\$ 88,209
p(15)					\$ 89,740	\$ 91,686
q(20)						\$ 95,304
r(25)						\$ 99,069
s(29)						\$ 100,257

REQUEST FOR STUDENT REMOVAL

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

Attach explanation and rationale for request for removal of student. Be sure to include specific incidents and dates.

Teacher Name (print):		Date:	
Teacher Signature:		Date:	

Administrative Decision and Rationale should be returned along with a copy of this form to the staff member stated above.

Administrator Name (print):		Date:	
Administrator Signature:		Date:	

GRIEVANCE FORM A

Name of Grievant:					
School Employed:					
Nature of Grievance: (State exactly what happened, when, where, why and what adjustment is being sought)					
Number of professional employees involved	Date of Occurrence				
Witnesses					
Do you wish to be represented at hearing by the Solon Education Association?	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">Yes</td> <td style="width: 20px;"></td> <td style="width: 20px; text-align: center;">No</td> <td style="width: 20px;"></td> </tr> </table>	Yes		No	
Yes		No			

Signature of the Aggrieved	Date

Copies Sent To:

Original to Principal	
Superintendent	
SEA P.R. & R	
Grievant	

GRIEVANCE FORM B

Meeting Level:		Date:	
Meeting Attendees:			
Date of Occurrence:		Date Grievance File:	
Nature of dispute, disagreement, or difference (please state all facts: where, when, who, why, and how):			
Grievant's PR&R Committee's Position:			
Administration/Board Position:			
Disposition and Reasons Thereof:			
Grievant and Association informed in writing of disposition on (Date)			

Signature	Date
-----------	------

Copies Sent To:

Original to Principal	
Superintendent	
SEA P.R. & R	
Grievant	

TUITION EXPENSE REIMBURSEMENT – PART A

OLON CITY SCHOOL DISTRICT

33800 Inwood Road

Solon, OH 44139

Teacher Name:		Grade / Subject:	
School:		Years Teaching Experience:	
Degrees Held:			

Course Number	School	Name of Course	Date

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

	Advanced Degree		
	Teaching Certificate		
	Administrative / Supervisory Certificate		
	Exposure to new concept, knowledge in my field / level		
	Broadening my background in other fields / levels		
	Refresher		
	Other (please specify:		
Submitted By			
	Approved	Superintendent Signature:	Date:
	Not Approved	Reason:	

REQUEST FOR PROFESSIONAL LEAVE

SOLON CITY SCHOOL DISTRICT

33800 Inwood Road

Solon, OH 44139

Employee:		Date of Request:	
Building / Department:			

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

Meeting / Conference:			
Meeting Sponsered By:			
Dates:		Location:	
Purpose / Objectives			

Attendance Requested By	<input type="checkbox"/> Teacher	<input type="checkbox"/> Administration	<input type="checkbox"/> Other:
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Substitute Needed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Full Day	<input type="checkbox"/> Partial Day
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Recommended Approvals for Professional Leave

Principal	Assistant Superintendent
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Expenses

	Estimated	Prepaid Actual	Reimbursed Actual	Approvals for Actual Expenses
Registration				Employee
Lodging				
Transportation (miles ____ x \$.565)				
Meals				Principal
Other (explain)				
Total				Superintendent / Designee

Expenditure Code: _____

For Treasurer's office use only:

White: Treasurer's Office

Yellow: Building Administrator

Pink: Employee

Gold: Asst. Superintendent

SABBATICAL LEAVE AGREEMENT

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

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

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

Signature

Date

EDUCATIONAL IMPROVEMENT APPLICATION FORM

CONTINUING CONTRACT REQUEST

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

REQUIREMENTS FOR A CONTINUING CONTRACT (tenure)

For teachers licensed before January 1, 2011, the teacher must hold one of the following licenses: professional educator, senior professional educator or lead professional educator.

- If the teacher did not hold a master's degree at the time the initial license was issued, the teacher must have completed 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since that initial license was issued.
- If the teacher held a master's degree at the time the initial license was issued, the additional coursework requirement is six hours of graduate coursework.
- For those teachers holding a professional, permanent or life certificate, the teacher must have completed at least three years of service in the district and an additional 30 semester hours of coursework in the area of certification or in an area related to the teaching field.
- If the teacher had been awarded a continuing contract elsewhere, the service requirement is reduced to two years. The service requirement is three years in the district unless the teacher had attained continuing contract status elsewhere, in which case the service requirement is reduced to two years.

For teachers licensed on or after January 1, 2011, requirements for the continuing contract include the following:

- The teacher holds a professional educator, senior professional educator or lead professional educator license.
- The teacher has held an educator license (other than a substitute teaching license) for at least seven years.
- For a teacher not holding a master's degree at the time of initial licensure, the teacher must have completed 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial license was issued.
- For a teacher holding a master's degree at the time the initial license was received, the teacher must have completed six hours of graduate coursework in the area of licensure or in an area related to teaching since the initial license was issued.

Please check one of the following responses.

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

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

_____ My Professional Certificate is on file with the Board Office.

_____ I anticipate my Professional Certificate will be issued on _____
(Date)

Teacher Signature:

Date:

Principal Signature:

Date:

ACCEPTABLE TECHNOLOGY USE POLICY

SOLON CITY SCHOOLS

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

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

Authorized uses of the technology resources include:

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

Unauthorized uses include:

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

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

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

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

Employee Name

Date

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