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COLLECTIVE BARGAINING  
AGREEMENT

between

THE INDEPENDENCE EDUCATION  
ASSOCIATION

and

THE INDEPENDENCE LOCAL  
BOARD OF EDUCATION

AUGUST 1, 2014  
THROUGH  
JULY 31, 2017

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## ARTICLE I – AGREEMENT

In consideration of the mutual promises contained herein, this Agreement is made and entered into this 1st day of August, 2014 by and between the Independence Local Board of Education and the Independence Education Association.

## ARTICLE II – RECOGNITION

- A. The Independence Local Board of Education (hereinafter referred to as the Board) recognizes the Independence Education Association (hereinafter referred to as the Association), affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining agent for members of the bargaining unit. The bargaining unit (hereinafter referred to as teacher(s)) shall include all regular employees performing functions for which a certificate is required including those on recall or recalled pursuant to Article XX Layoffs, but shall exclude:
1. The Superintendent, Assistant to the Superintendent, Principals, Assistant Principals, Coordinator of Student Services and Activities (Athletic Director), and all others in a supervisory or managerial position within the meaning of O.R.C. 4117.
  2. Casual employees within the meaning of O.R.C. 4117.
  3. All county-employed tutors.
- B. A teacher hired to fill a position that is expected to be a temporary position (less than a full school year) shall be considered a regular teacher at the time the position is reasonably anticipated to be available for at least sixty (60) consecutive work days in the same assigned position, but in no case later than the sixty-first (61st) consecutive day of employment in the same assigned position.

## ARTICLE III – AREAS OF DISCUSSION AND AGREEMENT

Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this Agreement shall compel either party to agree to a proposal or to make a concession.

## ARTICLE IV – BOARD RIGHTS

Subject to the terms of this Agreement, the Board reserves the rights and authority conferred upon it by law, including those enumerated in O.R.C. 4117.08(C) which are incorporated herein by reference.

## ARTICLE V - BARGAINING PROCEDURES

- A. Negotiations will be conducted through meetings of negotiators selected by the Board and negotiators selected by the Association. A maximum of four (4) negotiators each shall be selected by the Board and the Association. At least two (2) of the Board's negotiators shall be employees of the Board excluded as members of the Association. At least two (2) of the Association's negotiators shall be teachers of the Board and shall be certificated members of the Association. With advance notice either party may also bring a specialist to a bargaining session to provide expertise on a particular issue. Once the negotiators are

selected, there shall be no changes unless mutually agreed upon. Any procedure and/or timeline from any provision in this Article may be changed if the parties mutually agree to do so.

B. Either the Board or the Association may initiate negotiations by serving notice on the other party no earlier than one hundred fifty (150) calendar days nor later than May 10th prior to the expiration of the Agreement. The party giving notice will notify the State Employment Relations Board (SERB). Within fifteen (15) calendar days, unless otherwise mutually agreed, the parties shall meet and submit, in writing, complete proposals for discussion but in no case shall negotiations begin later than May 10th prior to the expiration of the Agreement. Thereafter, neither party shall be permitted to submit additional items for negotiations unless agreed to by both parties. All necessary subsequent meetings shall be held at times and places mutually agreed to by the parties. No meeting shall adjourn until a time, place and date has been established for the next negotiation session.

C. Time Limits

1. Every effort will be made to keep caucuses during negotiations sessions to a minimum.
2. Bargaining sessions shall be scheduled in accordance with the ground rules established by the parties.

D. Prior to and during the period of bargaining, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration.

E. The bargaining teams shall have the authority to indicate tentative agreement pending final approval by the Association and the Board. When tentative agreement has been reached on an issue, it shall be reduced to writing and signed by the parties. Tentative agreement on all issues shall mean that a majority of each team is in favor of the agreement and will recommend it when it is submitted to the Association and Board for formal approval. If either team's recommendation to its respective ratifying group will not be unanimous, it shall notify the other team prior to submission for ratification. Following approval by both parties, the Agreement shall be binding on both parties.

F. Resolving Differences

1. Between thirty (30) and forty-five (45) calendar days prior to the expiration of this Agreement, unless the parties mutually agree to other timelines, either party may cause unresolved issues to be submitted to mediation in accordance with paragraph 2 of this section. Such request must be in writing and both parties shall agree to contact the American Arbitration Association within ten (10) calendar days of the request.
2. Mediation - At the onset of negotiations, the parties agree to contact the American Arbitration Association to obtain a list of seven (7) National Academy neutrals who are available to serve. A second list may be requested by either or both parties. The parties shall either agree on a neutral from the list or alternately strike names until only one (1) name remains and that person shall serve as the neutral. A maximum of two (2) full day sessions shall be held, unless extended by mutual

agreement, during which time the neutral shall attempt to mediate a settlement which is acceptable to both parties. Association representatives shall be provided with released time with no loss of pay, benefits, or emoluments for up to two (2) full days of mediation sessions. If at the conclusion of the two (2) full day sessions an agreement has not been reached, fact-finding shall occur. After the fact-finding hearing, the neutral shall within a period of five (5) working days, issue an advisory recommendation for resolving the disagreement. This report may be made public at the option of either party upon notification to the other party. Further procedures, if any, shall be developed by the parties upon receipt of the neutral's report.

3. Costs - Costs incurred in securing and utilizing the services of a neutral shall be shared equally by the Board and the Association.
4. The recommendation of the mediator/arbitrator shall be advisory to the parties.
5. This dispute resolution method as set forth in Section F of this Article is the exclusive means for resolution of any dispute concerning negotiations, and the parties intend that this procedure shall supersede the procedure set forth in O.R.C. 4117.14.

#### ARTICLE VI – DEFINITIONS

- A. Teacher: All persons defined as such in Section 3319.09 of the Ohio Revised Code. This shall include librarians, guidance counselors, tutors, high school alternate disciplinary instructors/building substitutes and others who are not in administrative positions. Principals and higher administrative positions shall be excluded. The term "members of the bargaining unit" refers to the recognized bargaining unit represented by the Independence Education Association, whether an individual is or is not a member of the Association.
- B. Days: Shall mean work week days (Monday through Friday) excluding holidays on the school calendar unless otherwise specified.
- C. Per diem: The teacher's daily rate of pay determined by dividing the teacher's salary from the current salary schedule by 185 days per school year.
- D. Parties: Refers to the Independence Local Board of Education (Board) and the Independence Education Association (Association).
- E. Tutor: A tutor is a certificated employee who is employed on an hourly rate and on an as-needed basis as determined by the Board. A tutor is not eligible for a continuing contract, seniority, placement on the recall list, or placement on the salary schedule. However, tutors shall be credited with seniority as a tutor and shall be placed on a tutor recall list each year. A separate hourly rate for tutors is stated in Article XXXII. A tutor's contract automatically expires at the end of the school year and there is no expectation of reemployment.

## ARTICLE VII – GRIEVANCE PROCEDURE

### A. Definitions

1. "Grievance" shall mean a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of this Agreement between the Association and the Board.
2. The "grievant" shall include any teacher, the Association, or group of teachers where the grievance as defined above is based upon the same set of alleged facts and contract provision(s).
3. "Representation" or "representative" as provided for in this section shall be: a) For the grievant - any representative of the Association or its affiliates selected by the Association President/designee. b) For the Board - any person chosen by the Board/Superintendent.

### B. Rights of the Grievant/Stipulations

1. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal from all concerned parties.
2. If a grievance arises from the actions of an authority higher than the immediate supervisor and/or affects a group of teachers, affecting more than one building and/or raising a District-wide concern, it may be initially submitted at Step II of the formal procedure described herein, but only after the grievant(s) complies with an Informal Step Meeting with the Superintendent.
3. Any grievance not settled at the informal level shall be reduced to writing and shall state the facts upon which the grievance is based and the date or dates on which the grievance occurred, including the exact provision or provisions of this Agreement claimed to have been violated and the remedy sought. A grievance disposition shall state the facts upon which the disposition is based, and shall provide a response to each contract provision claimed to have been violated.
4. If a teacher chooses not to be represented by the Association, a representative selected by the grievance committee chairperson of the Association shall have the right to be present and to represent the Association at any and all steps of the Grievance Procedure. However at Step I and Step II of this procedure, this shall not prevent any grievant(s) from presenting a grievance and having it adjusted without intervention or representation by the Association. If this occurs, the Association may appeal a Step I decision in accordance with Steps II, III and IV of this Grievance Procedure.
5. Grievance records shall be kept in the central office but separate from the individual personnel records.
6. The administration and the Association's grievance committee will cooperate in providing already existing necessary and relevant information relating to any grievance as much in advance of each step of the procedure as possible.

7. Potential grievances shall not be submitted to arbitration.
8. Grievance hearings shall begin at a time mutually agreed upon by the IEA President and Superintendent. The grievant(s) and employees who are witnesses shall be excused from work for arbitration hearings with no loss of pay, benefits or emoluments. Witnesses excused shall not exceed three (3). If the Association needs more than three (3) witnesses excused, the hearing shall begin at 3:00 p.m., and witnesses excused shall be released at 1:00 p.m. In no event shall more than five (5) witnesses be excused from work to attend an arbitration hearing.

C. Time Limits

1. Time limits specified herein are considered maximum; however, they may be extended by written agreement of the Superintendent and Association president, or the time limits shall be extended because of absence from work for legitimate reasons not to exceed the length of the absence.
2. If a grievance is not filed or appealed within the time limits specified at any step of the Grievance Procedure, the grievance will be waived and barred from any further appeal. Failure, at any step of the Grievance Procedure, to communicate a written disposition of a grievance within the specified limits shall permit the grievance to proceed to the next step of the Grievance Procedure at any time without loss of remedy.
3. Any grievance shall be submitted to the proper supervisor and at the required formal step within twenty-five (25) days of the grievance or within five (5) days of the disposition of the case at the informal step, whichever occurs later; or the grievance shall be waived and barred from any further appeal.

D. Informal Step

If a grievant believes there is basis for a grievance, the grievant shall meet with the immediate supervisor to discuss the grievance within three (3) work days of the request to meet. The grievant and immediate supervisor have no right to a representative at this step. If the grievance is not resolved at this informal meeting, or in the decision resulting from the Informal Step, the grievant may proceed to the next step.

E. Formal Steps

1. Step I

If the grievance is not resolved at the informal meeting, the grievant may present a formal grievance to the immediate supervisor within five (5) days of the disposition of the case at the informal step or within twenty-five (25) days of the grievance, whichever occurs later, by submitting a completed Grievance Form (Appendix A). A copy shall be submitted to the Superintendent of schools or to the Superintendent's office by the grievant(s) on the same day the written grievance is submitted to the immediate supervisor. Within five (5) days of the receipt of the grievance, the immediate supervisor shall meet with the grievant and the grievant's representative, if elected by the grievant, in an effort to resolve the matter. The immediate supervisor may also elect to have a representative at this meeting. The

immediate supervisor shall indicate his/her disposition of the grievance on the Grievance Decision Form (Appendix B) within five (5) days to the grievant.

2. Step II

If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant may submit a copy of the Grievance Form to the Superintendent within five (5) days of the disposition of the case in Step I and request a Step II meeting. If Step II is the first written step pursuant to Article VII(B)(2), it shall be filed within five (5) days of the disposition of the case at the informal step or within twenty-five (25) days of the grievance, whichever occurs later. Within five (5) days of receipt, the Superintendent and/or designee shall meet with the grievant and/or his/her representative to resolve the matter. The Superintendent or designee may also elect to have a representative at this meeting. Within five (5) days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing the Grievance Decision Form and forwarding it to the grievant.

3. Step III

If the grievant is not satisfied with the disposition of the grievance at Step II, he/she may within ten (10) days appeal the decision to the Board by written notice filed with the Superintendent. After receipt of the notice the Board shall, prior to or at the next regularly scheduled Board meeting held at least five (5) days after receipt of such appeal, meet in executive session with the grievant, his/her representative, the Superintendent, and/or the Board representative to review the grievance. The Board and/or Board representative may also elect to have a representative at this meeting. The Board, through the Superintendent, shall submit a written disposition of the grievance on the Grievance Decision Form within five (5) days after such meeting or the next regularly scheduled Board meeting after receipt of the appeal.

4. Step IV

If the grievance is not resolved at Step III, an arbitrator shall be hired, provided the Association concurs with advancing the grievance to arbitration. The Superintendent/ designee and the grievant/representative shall rank order the list of arbitrators within ten (10) days of receiving the list of seven (7) National Academy Arbitrators from the American Arbitration Association. Either or both parties may request a second list. Selection of an arbitrator and the arbitration hearing shall be conducted in accordance with the rules and regulations of the American Arbitration Association. Both the grievant and the Board may elect to have a representative at arbitration. With the agreement of the Superintendent and the Association president, expedited arbitration may be employed under the rules and regulations of the American Arbitration Association. Final resolution shall be rendered as soon as possible by the arbitrator and that decision shall be binding on both the Board and the grievant. The cost of the arbitration shall be borne equally between the Board and the grievant. The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.

## ARTICLE VIII – ASSOCIATION RIGHTS

The following shall be the sole and exclusive rights of the Association as the bargaining agent.

A. Use of School Facilities

The Association shall have the right to use school buildings in conformance with the existing Board policy at all reasonable hours for meetings. Association general meetings shall not be held at times which would interfere with school use of the buildings and shall not be held during working hours except that three (3) times a year the Association may hold general membership meetings that can convene at 3:20 p.m. Additionally, the Association may hold general membership meetings that convene at 3:20 p.m. for ratification purposes. Teachers with assigned end of day duties must complete their duties before they can attend the meeting. The Association has no right to use school facilities during a strike. In the event that special custodial assistance is required, the Association will be informed in advance, and if the Association uses the building, the Association will reimburse the Board for the amount of the custodial wages incurred by the Board as a result of the Association's use of the building.

B. Duly Authorized Representatives

Duly authorized representatives of the Association and the OEA/NEA Labor Relations Consultant shall be permitted to transact official business on school property at all reasonable times and after reporting to the principal and stating the reason for the visit. However, the disturbance of a teacher or other employee who is in the process of conducting a class or performing other assigned duties is prohibited. This shall not preclude discussion during a preparation period.

C. Released Time for Official Business

Whenever it is reasonably necessary in order to administer this Agreement and/or to facilitate the processing of grievances, the President of the Association, the Grievance Chairperson of the Association and/or the Association Building Representative directly involved with any such situation will be permitted to leave his or her building after notifying the Principal's office and following the regular dismissal of students. However, this should not interfere with the fulfillment of the teacher's professional responsibilities, including individual assistance to students, parent conferences and the like.

D. Board Policies

The Board will continue to provide current and sufficient copies of the policy book and job descriptions in the media center/library of each building which shall be available to teachers. One additional copy shall be provided to the Association. New or revised Board policies which affect teacher performance shall be reviewed at monthly faculty meetings and copies provided upon request.

E. Association Input

1. The Superintendent shall meet at least semi-annually with representatives of the Association as designated by the President to discuss the following:
  - a. Construction
  - b. Educational policy
  - c. Curriculum
  - d. New programs and projects
  - e. Financial concerns
  - f. Any other concerns indicated by either the Superintendent or the Association President
2. The meetings shall occur upon the advance request of the Association President. Date and place shall be mutually agreed upon. Meetings in excess of the required two (2) per school year shall be by mutual agreement of the Superintendent and Association President.
3. Monthly public budgetary documents shall be sent to the Association President.

F. The Association shall have the right to use a bulletin board at each work site and the right to submit to the building principal a meeting reminder announcement for Association general meetings. Public address system announcements shall be made before or after school on the day of the meeting.

G. The Association may address teachers following the adjournment of any staff meeting.

H. The Association has the right to receive one copy at no cost:

1. Complete Board agenda prior to the Board meeting
2. Board minutes upon approval

I. Public records shall be available to the Association pursuant to Chapter 149 of the Ohio Revised Code and every effort will be made to expedite the request.

J. In accordance with the bargaining procedure pursuant to Article V of this Agreement, the Association shall receive at no cost copies of public record needed for negotiations which are not confidential due to their use or intended use by the Board in collective bargaining.

K. The Association has the right to address any matter on Board agenda at a Board meeting.

L. Ten (10) days per school year shall be available to the Association for delegate duties and/or for the purpose of attendance at meetings related to the professional activities of the Association. The Board shall provide substitutes if available. The Association shall pay the cost of substitutes for all days in excess of six (6) per year. The Association will attempt to limit Association leave absences from the same building on the same day.

M. Upon completion of negotiations, the final agreement shall be available to all members of the bargaining unit, the Board and the Administration on-line.

- N. The Board, with Association input, shall annually survey the staff regarding in-service needs.
- O. The Superintendent will identify the Association's officers at the general staff session at the beginning of each school year.

#### ARTICLE IX – INDIVIDUAL TEACHER RIGHTS

##### A. Leave During School Day

Teachers may leave the building during the eight hour school day to address individual needs with the approval of the building principal, which approval will not be unreasonably withheld. Teachers are entitled to leave the building without approval on Fridays at the end of the scheduled student day and the last working school day of the week (if not a Friday). The teacher may leave during the duty free lunch period without limit. Before leaving the building the teacher must notify the principal or, if he/she is unavailable, the principal's secretary following normal building procedures and shall sign out and sign in at the building office.

##### B. Personnel Files

There shall be one personnel file for each teacher kept at the Board office. Additionally, each building principal may have a file on each teacher at the building. Teachers and the teacher's representative shall have the right to have access to their personnel files in the presence of the Superintendent or his/her designee at any time during the normal work day, providing this does not interfere with the teacher's assigned duties and upon giving one day notification. Pre-employment materials, if any, may be removed from the personnel files, but all parties should be satisfied that those are the only materials removed from the file. Materials in the file must be job related, and the teacher shall have the right to place a written response into the file to any material contained therein. All materials placed in the file subsequent to the adoption of this Agreement shall be clearly marked with the date of receipt by the Board office and shall be signed and dated by the person responsible for placing the item in the personnel file. No anonymous documents shall be placed in the file. A copy shall be provided to the teacher not later than the time the material is included in the teacher's personnel file unless the teacher already has received a copy. A teacher shall be entitled to copy his/her file at no charge.

##### C. Discipline of Teachers

No teacher shall be disciplined or deprived of any professional benefits without just cause. Disciplinary action shall be reasonable in view of the offense. Each party shall have the right to a representative of his/her choice and must select that representative from his/her professional association or its affiliates at any disciplinary conference. Upon the teacher's request, written reprimands and/or letters of a disciplinary nature will be removed from the teacher's personnel file providing that three (3) years have elapsed after the effective date of the reprimand and/or letter and providing there are no intervening reprimands or disciplinary letters during the three (3) year period. This does not include the removal of any formal evaluation documents. The Superintendent or his/her designee must be present at all times while the personnel file is being perused. Reprimands or discipline records which relate to use of force or physical safety are not subject to potential removal.

D. Complaint Procedure

1. Parental Complaints

Complaints against any teacher shall be handled through the established chain of command whenever possible. The complaint shall be referred first to the teacher; if unresolved, then to the building principal. If not resolved at the building level, the problem shall be referred to the Superintendent and finally to the Board if resolution has not been achieved. Where the parent refuses to take the complaint to the teacher, or where an investigation would be jeopardized by so doing, the principal may make an investigation and shall inform the teacher at the end of the investigation of its nature and the conclusions thereof.

2. All Complaints

No complaint shall be recorded, restated, or used as the basis for any personnel decision without first identifying the source substantiating the complaint, and providing the teacher with the right to confront the accuser.

As a result of any complaint against a teacher, no teacher shall take any discriminatory action against a student or class that may have been directly or indirectly involved in the complaint against that teacher.

E. Association Activity

No teacher shall be subject to reprisal or discipline as a result of participation in the Association or any of its activities not prohibited by law, including but not limited to, grievance processing and negotiations.

F. Sovereign Immunity Protection

If a settlement occurs in a negligence claim in which a teacher is named as a party, the settlement of the liability claim shall not be used by the Board and/or administration as evidence of any detriment or blemish on the teacher's record. This shall not limit the Board's authority to discipline or take other action regarding the teacher as a result of the teacher's conduct in accordance with Article IX (C) Discipline of Teachers.

G. Copying Requests

Teachers may send requests for classroom-related materials to the Board office to be copied and returned within five (5) working days if indicated. Teachers may also, in accordance with copyright guidelines, copy classroom-related materials at the individual buildings.

ARTICLE X – PAYROLL PRACTICES\*

- \*A. Teachers shall be paid in twenty-six (26) equal installments every other Friday. A teacher whose employment is concluded for any reason or who takes an approved unpaid leave of absence, shall be paid according to the established schedule, except that a teacher who retires into the STRS shall have the option of receiving any unpaid salary not later than the second pay date following the teacher's retirement date.

The Association acknowledges that in certain years the District will encounter a "27 pay" situation. The issue was referred to the Communications Committee which conducted a survey of the members with three options: A – 26 paydates with 4 weeks between paydates in Aug. to Sept.; B – 27 paydates with smaller checks over the entire year; C – 26 paydates with a 3-week interval between paydates at the beginning and the end of the school year.

B. The Board shall pay all monies due a deceased teacher other than insurance payments or other monies it does not directly control no later than the second pay date following the pay period in which the Board becomes aware of the teacher's death. Such payment shall be made to the teacher's spouse or at the request of the teacher, to a designated beneficiary. If there is no spouse, payment shall be made to the deceased's estate in accordance with Ohio Revised Code.

C. Deductions

1. Payroll taxes and retirement contributions shall be deducted and forwarded and an annual listing of such payments shall be submitted to the appropriate taxing agencies in compliance with statute.
2. The Board shall continue to provide all voluntary payroll deduction options currently available to teachers (credit union, annuities, United Way, medical insurances, life insurance (provided the percentage participation requirements of the carrier are met), United Education Profession (UEP) membership dues, OEA/NEA Fund for Children of Public Education (FCPE) contributions, and contributions to charitable organizations other than United Way as long as at least ten (10) staff members are contributing to a single charitable organization). The Board shall remit a check to the appropriate organization(s) for the total of the deductions.
3. FCPE Contributions - Teachers may elect to contribute through payroll deductions to political organizations and parties and nonpartisan issues in accordance with Ohio Revised Code 3313.262. Deductions shall be in either ten (10), fifteen (15), or twenty (20) equal installments (determined by the teacher) and shall begin within two (2) pay periods following the delivery of the written authorization from the teacher to the Board Treasurer. Any such authorization shall be on a form which is separate from any form used to apply for, or authorize membership in, or authorize payment of dues or fees to any organization.
4. Before payroll deductions shall be made for annuity and credit union programs, these organizations shall provide the Board Treasurer with a listing of teachers and the amount of deduction(s) for each such teacher.
5. All such requests for voluntary deductions or request for payment must be received in the payroll office at least two (2) weeks prior to the date of deduction or payment.
6. The Board assumes and accepts no responsibility or liability for such deductions and payments other than:
  - a. To make deductions upon written request of the teacher.
  - b. To forward the payment to the organization on the teacher's written request.

7. Dues Deduction

- a. Dues deductions shall be on a continuing basis and without cost to the teacher or Association. That is, all teachers shall submit a written dues deduction authorization form. Thereafter, only new teachers shall submit a written dues deduction authorization form. For all school years following the submission of the dues deduction authorization, dues shall continue without the need to resubmit additional authorization forms, unless between September 1 and October 1 the teacher discontinues membership by providing written notice to the Association President and the Board Treasurer.
- b. On or before October 5 of each school year the Association Treasurer shall provide the Board Treasurer with a list of all Association members and the total amount of dues to be deducted.
- c. The Board shall withhold the balance of any dues from the final paycheck of anyone who resigns, retires, takes leave, is terminated, or is denied membership. Teachers employed by the Board after October 1 of any school year may have dues deducted in even installments from the remaining paychecks that will coincide with the dues deducted for other teachers.
- d. Dues deductions for full time teachers will be deducted, at the teacher's option, in either six (6) or twenty (20) payments beginning with the last pay date in October. Dues deductions for part time teachers will be deducted at the teacher's option, over all of their remaining paychecks beginning with the last pay in October or they may elect six (6) deductions. The annual dues amount will be deducted in substantially equal amounts from specified pays as calculated by the Association Treasurer. All dues deductions will be forwarded to the appropriate organization upon written request by the teacher and in accordance with arrangements established by the Association President and/or Association Treasurer.
- e. Transmittal of Association dues shall be made to the Association within seven (7) calendar days after the deduction is made. With each transmittal of monies, the Board shall provide the Association with the name of each teacher for whom the deduction was made and the amount deducted from each teacher's pay.

8. Electronic Transfer – Effective with the beginning of the 2014-2015 school year, electronic transfers shall be mandatory for all bargaining unit members with e mail notification. Prior to implementation, the Board shall institute kiosk training of current employees and for those employees hired after the initial training, the Board shall provide kiosk training to such individuals. A teacher's salary shall be paid by electronic transfer to an institution of the teacher's choosing on the electronic transfer system on each pay day as provided in Article X. The teacher shall hold harmless the Board, its agents and employees from any liability due to any errors resulting from electronic transfers which are beyond the control of the Board, its employees and agents.

## ARTICLE XI – PROFESSIONAL DEVELOPMENT

- A. Any teacher desiring to attend a professional conference, convention or building visitation shall first submit a completed Professional Meeting Request Form to the building principal which shall be forwarded by the building principal to the Superintendent for approval. Said request shall be submitted no later than three (3) weeks preceding the event unless the Superintendent permits a later request. All information required by the Professional Meeting Request Form must be provided. The applicant shall receive notification of approval or disapproval.
- B. Reasonable expenses will be paid for transportation, hotel bills, registration fees and other direct out-of-pocket expenses consistent with the estimated cost stated on the Professional Meeting Request Form unless deviations from the cost estimated can be justified by the traveler. When traveling by car, the expenses will be paid at the rate established by the Board or the current IRS mileage rate (whichever is greater) and distance shall be measured from the Board office to the destination. In no case shall the transportation costs by automobile exceed the cost of the same trip by airplane. Teachers shall share travel expenses whenever possible.
- C. All statements of expenses shall be accompanied by receipts and shall be submitted promptly after the teacher's return to regular duty. Registration costs will be paid in advance by the Board whenever possible. If the teacher does not attend for reasons within his/her control, the registration fee must be reimbursed either through the teacher, the sponsoring event, or otherwise.
- D. If multiple teachers desire to attend a particular conference, more than one (1) teacher may be selected at the discretion of the building principal. If only one (1) teacher is selected, first consideration will be given to teachers who have not attended a conference within the last two (2) school years.
- E. Any information deemed appropriate by the principal regarding professional development shall be posted or distributed.

## ARTICLE XII – TEACHER EVALUATION AND NONRENEWAL\*

The Independence teacher evaluation procedure is designated primarily to recognize strengths, to encourage improvement, and to stimulate professional growth. It is to be used also in helping the administrator(s) arrive at a recommendation to the Superintendent concerning contractual status and the appointment and/or promotion or dismissal of teachers. This document shall replace all previous documents dealing with evaluation and nonrenewal of teachers. This Article has no application to teacher terminations pursuant to O.R.C. 3319.16 and has no application to layoffs.

- A. Representatives of the Association shall be involved in the development of the evaluation procedures and changes in the forms used in the process.
- \*B. Any decision resulting in nonrenewal of contract shall be based upon documented evidence of ineffective teaching and/or for other good and just cause for teachers with more than two (2) years of service.

C. A teacher's ineffectiveness must be determined by formal classroom observations, together with corroborated and substantiated informal evaluations regarding unacceptable conduct and failure to fulfill responsibilities.

D. Method of evaluation:

1. The formal program of teacher evaluation will be accomplished through personal classroom observation (see Classroom Visitation and Observation Report (Appendix N) followed by a written evaluation.
2. The informal program of teacher evaluation consists of observations which may take place in or out of the formal classroom situation. The observations may or may not be written at the discretion of the evaluator or by teacher request. When informal observations are written, they shall be treated as a formal observation (see Section F).
3. Classroom observations and evaluations will be conducted by the teacher's principal, by an administrator or by a supervisor. Informal observations may also be conducted by the department coordinator but said observations shall not become a part of any evaluation.

E. Frequency of observations:

1. There shall be a minimum of two (2) observations conducted by the same evaluator for each written evaluation. Teachers on limited contracts employed not later than November 1 and for the balance of the full school year shall be evaluated formally at a minimum of two (2) times each school year. Provided the teacher has been employed not later than November 1 and for the balance of the full school year, no action leading to non-renewal of contract shall be taken against a teacher on a limited contract unless two (2) formal evaluations are conducted within the current school year. Provided the teacher has been employed for the full school year, one (1) evaluation shall be conducted and completed not later than the first day of December and the last evaluation shall be conducted and completed by the first day of April.
2. Teachers with continuing contracts may be formally observed at the discretion of the building principal.
3. No teacher can be formally observed during the first or last week of the school year, the day before or after spring and/or winter recess, or the day after the teacher has been absent for five (5) or more consecutive days.

F. Report of evaluations:

1. A copy of the written evaluation(s) shall be given to and discussed with the teacher in a conference within five (5) days following the observation(s). The five day limit may be extended by mutual agreement between the teacher and the evaluator. If the evaluator informs the teacher that the observations shall be done as a series of observations, then the written report and conference will apply only after the last observation in that series. At the same time, any informal observation(s) which is reflected in the written report(s) will be discussed with the teacher. If the teacher is

not satisfied with the written report and conference, then he/she may request another conference with the evaluator and a third party; i.e., building principal, assistant principal, department coordinator, or another local subject or grade level teacher.

2. A teacher, by signing the copies of the written evaluation acknowledges only that he/she has read and received a copy of the evaluation.
3. The teacher shall be given the opportunity to submit a written response to the evaluation placed in his/her personnel file. This response shall be made within ten (10) days and shall be attached to the original evaluation. The teacher's responses shall be signed by the evaluator. This acknowledges only receipt of the response.
4. A copy of the written observations or evaluations, along with any teacher response, will be filed with the Superintendent's office after the ten (10) day period.
5. Upon furnishing the administrator with a written notice, a teacher shall have the opportunity to review any written evaluations in his/her personnel file. The date and time of the review shall be mutually agreed upon between the teacher and the administrator.

G. Teacher rights and obligations to demonstrate improvement:

Having read and discussed the written observation or evaluation with the evaluator, the teacher shall be given the opportunity to achieve the desired improvement. It shall be the teacher's responsibility to cooperate with the principal in the development of any plan to overcome deficiencies.

- H. These evaluation procedures shall replace and supersede the procedures identified in ORC 3319.111 and shall be used to implement ORC 3319.11.
- I. Tutors need not be evaluated but when evaluations are conducted, the procedures of this article shall be followed.

ARTICLE XIII – ASSAULT LEAVE

A teacher who is absent due to mental/physical disability or disfigurement resulting from a physical assault other than by another Board employee which occurs in the course of Board employment while on duty on school grounds during school hours or where required to be in attendance at a school sponsored function, shall be eligible to receive assault leave, provided the teacher did not provoke the assault. Such leave shall be granted under the following stipulations:

- A. If such an incident should occur, the teacher shall notify his/her building principal as soon as possible and will provide, if physically able, otherwise as soon as possible, a complete written report within two (2) days after the day of the incident. This report shall provide complete details of the incident and be signed by the teacher. The report shall be forwarded to the Superintendent's office by the principal immediately upon receipt of the report from the teacher.

- B. If an assault results in the teacher not being able to perform his/her duties, the time lost shall not be deducted from accumulated sick leave or personal leave. The teacher shall suffer no loss of pay, benefits or emoluments.
- C. The teacher shall be granted leave for the period of incapacitation, except that the length of the leave shall be limited to five (5) days unless a licensed physician certifies that the incapacity will continue beyond such time stating the nature, severity of the disability and its anticipated duration.
  - 1. The Board may require (at the Board's expense) that a second licensed physician's opinion be sought. In such case, a licensed physician shall be selected by the teacher from a list of three licensed physicians designated by the Board. If said licensed physician certifies that the incapacity will continue beyond the five (5) days, he/she shall certify the nature, severity of the disability and its anticipated duration.
  - 2. If the second physician's opinion differs from the first as to whether leave is needed beyond five (5) days, or if the second physician's opinion as to the anticipated return date differs from the first physician's opinion as to the anticipated return date, the Board may require a third opinion at its own expense. The third doctor shall be selected by the teacher from the Board-designated list and shall be a tie-breaker.
- D. Payment of assault leave shall be at the regular per diem rate of pay in effect for such teacher at the time of such assault, or at the rate which the teacher may become eligible in accordance with the Ohio Revised Code and/or the Agreement between the parties, less any compensation to which the teacher is entitled under the Workers' Compensation Act of Ohio.
- E. If court action results, then said teacher shall be granted leave of his/her assigned duties with no loss of pay for necessary time in court.
- F. The maximum time of leave for any one assault leave shall be for twelve (12) months from the date of the incident with the teacher being paid for regular teacher days during this period providing the teacher provides medical evidence, agreeable to both parties, that the teacher is incapable of performing his/her duties regardless of whether the teacher is still under an individual contract of employment.
- G. Any teacher returning to work, from temporary disability assault leave, may expect to return to the same position if return is during the same school year. If the return is during the following school year, the teacher shall be returned to a position for which he/she is certificated on the same contractual basis.
- H. A teacher who is on assault leave shall not accept gainful employment elsewhere.

#### ARTICLE XIV – PERSONAL LEAVE

- A. Personal leave shall be limited to three (3) days per school year. Two of these days shall be restricted and one shall be unrestricted. However, subsection I shall apply to the unrestricted day. Personal leave days will be granted in increments of no less than one-half (1/2) day.
- B. Restricted personal leave days may be used for "personal" business which cannot be performed or accomplished reasonably well at any other time. Restricted and unrestricted days are not cumulative. A teacher may annually convert all unused personal leave days to accumulated sick leave.
- C. The use of restricted personal leave days does not include any pleasure trips or business trips of a spouse unless the person requesting personal leave is actually involved in such a business trip, nor does it include requests which are purely for recreational purposes. Personal leave cannot be used by a member for the performance of duties associated with any other employer.
- D. Restricted personal leave days may be used for such occasions as religious holidays, for conducting legal or financial matters, attendance at funerals or weddings of friends and other reasonable purposes.
- E. All requests for personal leave shall be made in writing through the building principal at least three (3) calendar days in advance of the requested leave (Absence/Vacation/Personal Leave Form, Appendix D). The Superintendent shall be responsible for administration of this leave provision. Forms are to be made available in each building office.
- F. Certain emergencies may not permit a three (3) days advance written notice. Oral requests must be made to the Superintendent's office in such cases. In case of such emergency, a written reason must be submitted to the Superintendent's office not later than the second day after the teacher returns to work for the personal leave to be considered and the personal leave day shall be granted if an emergency situation existed.
- G. Days for personal leave are not to be subtracted from sick leave accumulated days. Separate records are to be kept for personal leaves.
- H. Teachers are not to request personal leave for reasons covered under the regular sick leave policy. These days must be charged to sick leave records.
- I. Personal leave requests for days immediately preceding or after school recess and at the beginning or at the closing of school shall specify sufficient information to establish that the need for leave is beyond the reasonable control of the teacher. For the purposes of this Article, "school recess" means winter, spring, and summer breaks as set on the school calendar as well as Labor Day and Memorial Day. "Sufficient information" includes a description of the situation which would cause the teacher to suffer a financial loss, if applicable, if such leave were not approved for the requested day.
- J. Falsification of requests or improper usage of personal leave may result in disciplinary action against the teacher which may include suspension and/or termination.

- K. Personal leave for long-term substitutes as well as teachers and tutors who are employed less than full time shall be earned and consumed on the same basis as it is earned and consumed for all teachers.

ARTICLE XV – PARENTAL LEAVE\*

- \*A. Parental leave for child care, without pay, will be granted for increments of grading periods for up to one (1) full year and, at the teacher's option, for the next two (2) school years. To gain movement on the salary schedule, a teacher must be in active pay status at least one hundred twenty (120) days per school year. A day is defined as being employed at least as a 1/2 time teacher.
  - 1. Parental leave shall be granted to any teacher regardless of the teacher's gender, marital status, or whether or not the teacher is a natural parent or an adoptive parent.
  - 2. In the case of natural parents, parental leave can begin during the child's first year of life or within thirty (30) calendar days of child's first coming home from the hospital, whichever is later.
  - 3. In the case of adoptive parents, parental leave can begin for a child if the child is less than four (4) years of age.
  - 4. With the approval of the Superintendent, parental leave can begin if the child (natural or adoptive) is less than 6 years of age.
  - 5. Parental leave shall be granted in order for a teacher to care for his/her parent.
  - 6. Written application for parental leave shall be filed at least thirty (30) calendar days prior to the beginning of the requested leave. If the thirty (30) calendar day notification cannot be given (due to adoption), the teacher shall notify the Superintendent as soon as possible. The written application shall specify when the unpaid parental leave is to be taken and specify when the teacher will return to work.
- \*B. Return to work from parental leave shall coincide with the beginning of a grading period or at any other time approved by the Superintendent (other than the start of the school year). The teacher shall provide written notice of at least thirty (30) working days before the scheduled leave return date that the teacher, in fact, will be returning. The teacher who intends to return at the start of the following school year shall provide written notice to the Superintendent not later than April 1st that the teacher will be returning. A teacher scheduled to return at the beginning of a second semester shall provide written notice by December 1 that the teacher will be returning. If such written notice is provided, and the teacher returns to work upon completion of the leave as scheduled, the teacher will be returned to employment in the teacher's original position or one comparable to it provided such position or positions exist at the time of return.
- \*C. To avoid disruption of educational programs and work schedules, the Board shall not be obligated to return a teacher to active employment prior to the expiration of an unpaid leave requested by and granted to a teacher. If paid sick leave or unpaid leave granted to a limited contract teacher extends beyond April 30 of the teacher's contract year, the Board is

not obligated to reemploy the teacher for the next school year if notice of nonrenewal is given on or before April 30 of the teacher's contract year.

- \*D. Upon the written request of the teacher, parental leave may be extended by the Superintendent of Schools solely at his/her discretion and recommendation to the Board for approval.

#### ARTICLE XVI – MISCELLANEOUS LEAVES\*

- A. Leave Pursuant to Summons or Subpoena

A teacher who is summoned or subpoenaed shall be granted leave with no loss of pay or other emoluments for days covered by the summons or subpoena. A maximum of three (3) such days shall be granted for each such occasion. Any compensation in excess of actual teacher expenses for meals, lodging, parking, mileage or other direct out-of-pocket expenses shall be deducted from the teacher's next pay.

- B. Jury Duty

Any teacher who serves as a juror shall continue to be paid his/her salary while serving as a juror. Any remuneration received from the teacher for serving as a juror shall be remitted to the Board Treasurer, less actual expenses for parking and mileage with accompanying receipts.

- C. Leave of Absence For Personal Illness or Disability

Any teacher who, after exhaustion of his/her accumulated sick leave, is unable to perform satisfactorily the duties of his/her position because of personal illness or other disability shall, upon written request of the teacher, be granted a leave of absence without pay for up to two (2) consecutive school years. This leave shall be pursuant to the provisions of Section 3319.13 of the Ohio Revised Code or any successor provision.

- D. Religious Leave

A maximum of two (2) days to any teacher shall be granted during any one school year for religious holidays that are not recognized in the school calendar and cannot be observed outside school hours. Religious leave days shall not be deducted from sick or personal leave. A teacher who uses the second day of religious leave shall perform professional alternate duties for the equivalent of one (1) day on a schedule mutually established by the teacher and building principal.

- \*E. Sabbatical Leave

Teachers can take sabbatical leave in accordance with O.R.C 3319.131.

#### ARTICLE XVII – SICK LEAVE

- A. Sick leave shall be provided in compliance with O.R.C. 3319.141.

- B. Sick leave shall be granted at the rate of one and one-quarter (1-1/4) days per month for each month in which the teacher works one or more days in that month or fifteen (15) days

cumulative for each year a teacher is under contract, cumulative to a maximum of two hundred eighty (280) days.

- C. Sick leave is transferable to and from the Independence Schools and to and from any other public school or qualifying state agency in the State of Ohio within ten (10) years from separation of employment up to the maximum of sick leave accumulation permitted in the agency to which the teacher transfers unless the teacher formerly participated in an early retirement program.
- D. All part-time teachers, long-term substitutes, ISDC person (for days under contract to ISDC) and tutors, under contract to the Board, shall consume sick leave on the same basis as it is earned.
- E. Teachers may use sick leave, upon the approval of the responsible administrative officer, the Superintendent, for the following reasons:
  - 1. Absence due to a personal illness, pregnancy, injury, exposure to contagious disease which may be communicated to others.
  - 2. For absence due to illness, injury or death in the immediate family. Immediate family shall be interpreted as father, mother, spouse, brother, sister, child, in-laws, grandparents or others who may be living with the teacher.
  - 3. For absence due to death of an aunt, uncle, niece or nephew to a maximum of three (3) days during the term of this Agreement.
  - 4. After the teacher has exhausted personal leave, the teacher may use up to three (3) days of sick leave for purposes of bereavement for those individuals not included in the definition of immediate family under this Article.
- F. Teachers who use sick leave shall furnish a written signed statement stating reasons to justify the use of sick leave on the Absence/Vacation/Personal Leave Form(Appendix D) form and submit it to the building principal immediately upon return to duty. If the leave is reasonably anticipated to be for multiple days, the teacher shall provide notice of the anticipated duration, which shall be for informative purposes and shall not preclude the teacher from returning earlier or later than anticipated. If medical attention is required the teacher's statement shall list the name and address of the attending physician and the dates he/she was consulted.
- G. Failure to comply with this Article or falsification of a statement is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.
- H. Each teacher shall be entitled to five (5) days of advanced sick leave in the event that the accumulated sick leave has been exhausted. The five (5) days advanced sick leave shall be charged against future accumulated sick leave. In the event a teacher exhausts sick leave during the course of the school year, and if additional days of absence due to illness occur, the teacher will be reimbursed in August for any sick leave days earned subsequent to the days of unpaid leave.
- I. If a teacher is ill and has exhausted sick leave, the teacher's pay shall be reduced at the per diem rate.

- J. If a teacher fails to report to work without an excuse, the teacher shall be subject to discipline.
- K. An employee with accumulated 280 days of sick leave who experiences a catastrophic personal illness/injury, after use of thirty (30) sick days, may petition the Superintendent for application of sick days accumulated above the maximum set out in (B) above (the "excess sick days"). If such petition is approved, the employee's sick leave accumulation will be restored up to the maximum accumulation in (B)(2) above from the excess sick days, to a maximum restoration of thirty (30) days.

ARTICLE XVIII – GROUP INSURANCE COVERAGE WHILE  
ON UNPAID LEAVE OF ABSENCE

- A. Any teacher who is on an approved leave of absence or recall list shall have the option of maintaining group insurance coverages through the Independence School District subject to the mandates of the Consolidated Omnibus Budget Reconciliation Act (C.O.B.R.A.). It shall be the obligation of the teacher to make the full premium payments for whatever coverages are maintained in accordance with reasonable rules and regulations and schedules of payments as may be indicated by the Board. Arrangements for this procedure should be made by the teacher with the Board Treasurer. All fringe benefits will continue to be paid by the Board for up to six (6) months following the month in which sick leave is exhausted for a teacher who is on a disability leave of absence but is not eligible for STRS disability retirement. "Disability leave" means an unpaid leave of absence due to illness or disability of the teacher.
- B. Failure to comply with the rules and regulations or the payment schedules shall constitute immediate forfeiture by the teacher of the right to maintain coverage.

ARTICLE XIX - SCHOOL CALENDAR, TEACHER LOAD AND WORK DAYS\*

\*A. School Calendar

1. The Superintendent will accept and review any suggestions from the staff concerning planning a school calendar. If any input by the Association or individuals is to be considered by the Superintendent, these suggestions must be in writing and submitted for review to the Communications Committee representatives by the November Communications Committee meeting. The Communications Committee will submit its suggestions on school calendar to the Superintendent's office on or before December 1 of the year preceding the start of the next school year. If any input by individual teachers or the Association is to be considered, such suggestions must be submitted to the Communications Committee representatives in time for the Committee's November meeting.
2. The school calendar shall not exceed one hundred and eight-five (185) days, which shall occur on weekdays; however, the annual NEOEA Day shall not be one of those days.
3. Each teacher shall receive a copy of the school calendar for the coming year prior to the conclusion of the current school year.

4. In the event that calamity days are to be made up if the amount used in a school year is in excess of the amount permitted by the Ohio Revised Code, these days shall be made up adjacent to the end of the school year.

B. School Calendar Days

1. Workdays shall be either days school is in session or in-service days when school is not in session.
2. The work day shall not exceed eight (8) hours inclusive of at least a thirty (30) minute duty-free lunch. Teachers who start at one school and end at another school will follow the hours of their starting school's day.
3. Teachers shall have input into creating the master schedule in each building through grade levels, teams, and/or departments.
4. In-Service Days – In-service days shall consist of either class preparation and/or professional development. Such days shall be planned and distributed as per the following:
  - a. Two (2) days in August before school starts shall include the equivalent of one (1) day for classroom preparation and the equivalent of one (1) day for professional development, department and building meetings called by administrators.
  - b. One (1) day in January shall be designated for class preparation.
  - c. The District will apply to ODE for waiver days. If the waiver days are denied or if less than the number applied for are approved, the IEA President and Superintendent shall meet to discuss professional development programs for that year.

Flex time teachers are expected to attend the full program on waiver days or the alternate programs agreed upon by the IEA President and the Superintendent.
  - d. The District may determine to offer added time on non-scheduled work days to be used for in-service and professional development. Teacher attendance shall be voluntary. Those who participate shall be compensated at the rate of \$25.00 per hour.
5. Primary Work Day (Grades K-4) - K-2 homeroom teachers shall have at least two hundred ninety (290) minutes of preparation time per week. In addition, K-2 teachers shall not be assigned to supervise scheduled student recess.

Teachers assigned to Grades 3 and 4 homerooms shall have at least three hundred twenty (320) minutes of preparation time per week.

K-4 specialist teachers shall have at least fifty (50) minutes of preparation time included in their daily schedule or at least two hundred ninety-five (295) minutes per week.

The Primary School shall implement pilot programs to further increase the above-stated minimums of preparation time per week without decreasing student instruction time.

Attendance at curriculum selection and implementation and textbook adoption meetings held before or after the instructional day will be rotated among affected core subject educators by subject area. At least one of the homeroom teachers at each grade level will be in attendance at such meetings and will be responsible for sharing the results of the meeting with her/his grade level colleagues.

[The teams agree to refer the following items to the Communications Committee:

- the use of internal mail to communicate straightforward information either in place of or in preparation for a meeting
- insuring that the same information is not presented in more than one meeting
- scheduling special subject area teachers for separate meetings designed to focus on their contributions to interdisciplinary implementation of curriculum.]
- concerns regarding the sufficiency of time on Early Release Days
- offering relevant options for all staff on ERD's
- concerns regarding development of agendas for building staff meetings

The standard work day shall be 8:00 am to 4:00 pm.

6. Middle School Work Day (Grades 5-8) - Each full-time middle school teacher shall have at least two (2) daily preparation periods, totaling not less than eighty (80) minutes in length, within the student day unless an additional assignment is given with compensation of one-sixth (1/6) of the BA base salary and no bus duty. An extra assignment (teaching or duty for a period) equals one-sixth (1/6) of the BA base salary.

Any teacher assigned more than six (6) classes shall, at the start of the school year, have first choice, by district seniority, of duty assignments before, during and after the student day.

The standard work day is 7:15 am to 3:15 pm.

7. High School Work Day (Grades 9-12) - High school classroom teachers shall have at least two (2) daily preparation periods of at least forty (40) minutes. In exceptional circumstances which cannot be avoided, a high school classroom teacher may be assigned only one (1) daily preparation period of at least forty (40) minutes rather than the normal two (2) daily forty (40) minute preparation periods. In the event that this occurs, said teacher shall be given compensation of one-fifth (1/5) of the BA base salary and no more than one duty assignment.

Any teacher assigned more than six (6) classes or more than three (3) different class preparations, shall, at the start of the school year, have first choice, by District seniority, of duty assignments before and after the student day. A teaching assignment preparation shall be any separate course with a different text, different

curriculum, and its own credit. Homeroom shall be considered a before school duty.

The standard work day is 7:30 am to 3:30 pm.

8. Independent Study

Independent study involves one or more students working with a teacher on a for-credit activity not available to the student(s) as part of the established master schedule or as a zero-period course. Independent study is an optional undertaking for teachers. If a student contacts a teacher to request an independent study course, the student will be directed to the guidance counselor for consideration of the request. The administration must approve before a teacher may agree to undertake an independent study activity.

A teacher who agrees to undertake an independent study course shall receive a stipend of \$100 per semester per student per independent study activity. Each semester, a supplement to the master schedule shall be published which shall identify, by course, each teacher involved in independent study activity for that semester. The supplement shall be distributed to all faculty, administrators and the Board.

9. Zero-Period

A zero-period class is one offered to students outside the normal student school day. Only teachers who volunteer may be selected by the administration to teach a zero period class. Zero-period classes are initiated by students, teachers or the administration and are subject to approval of the administration, which will develop criteria/procedures for establishing zero period classes. A zero-period class shall not result in the involuntary reduction of a teacher's work schedule/compensation fraction. Once a zero-period class is approved, the administration shall notify the IEA president, qualified teachers and eligible students.

Teachers selected by the administration to teach a zero-period course shall be compensated, for example, at the rate set forth in Article XIX at paragraphs 6 and 7. In lieu of additional compensation, at the option of the teacher and with the approval of the administration:

(A) The teacher selected to teach the zero-period will have her/his schedule adjusted by one period, either starting one period later than normal or leaving one period earlier than normal.

(B) The teacher selected to teach a zero-period class will be relieved from a supervisory non-teaching duty period or provided an additional preparation period for the length of time concurrent with the scheduling of the zero-period class.

10. Pre and Post Student Arrival Time - The preparation time identified in 5, 6 and 7 above shall be in addition to the time in the morning before the arrival of students and time in the afternoon following the dismissal of students after the last school bus has left the school grounds. Pre and post student arrival time shall be used as

preparation time, supervision time, meeting time, individual assistance time, parent conference time, curriculum development time (curriculum development limited to 16 hours per school year) and other professional activities as requested by the administration. A teacher shall be given at least one week's notice prior to assignment of curriculum development work. Every attempt will be made to give twenty-four (24) hour advance notification of staff meetings called by the Administration. Each building shall continue to implement a flex-time (staggered start time) work schedule for teachers that does not interfere with student time. Before the start of each year teachers are able to select either the standard work day or one which starts and ends 15 or 30 minutes earlier than the standard work day. Teachers on a flex schedule are nonetheless required to attend required meetings and complete regular duty assignments. At the primary building on days of scheduled monthly staff meetings teachers on flex schedules may adjust their work day to a different flex schedule with notice to the principal. Regular reports on the implementation of the flex-time work schedule shall be shared at communications committee meetings.

11. Traveling Teachers - Travel time between buildings shall be administered as effectively as possible. Not less than fifteen (15) minutes travel time between buildings will be provided. The Board shall continue to attempt to schedule travel time adjacent to the traveling teacher's preparation or lunch time. In the event the teacher does not arrive on time, the building principal shall be responsible for providing adequate supervision until the teacher arrives. In the event that a school adopts a special schedule (one which deviates from the normal daily schedule) which may cause a teacher to be scheduled in two places simultaneously, the teacher shall complete the first assignment and shall have at least fifteen (15) minutes travel to the second assignment. The building principal in the building where the second assignment occurs shall be responsible for providing adequate supervision until the teacher arrives. The principal's supervision of students does not relieve a delayed teacher, or one with a conflicting schedule, of the responsibility to make a reasonable effort to notify the school of the delay or conflict, nor does this provision permit teachers to delay arrival for reasons within the teacher's control. Any traveling teacher who serves as a one-person department shall be exempt from duty assignment in his/her buildings. The traveling teacher's starting building is the building where the teacher has his/her first class assignment and the traveling teacher's preparation time shall be equal to that of other teachers at his/her starting building. Every effort will be made to reduce the number of traveling teachers by optimizing the use of existing staff in each building.
12. Curriculum Development - Release time will be made available for curriculum development where necessary in addition to the sixteen (16) hours referenced in Paragraph 10 of this Provision. A teacher shall be given at least one (1) week's notice prior to the assignment of curriculum development work to be accomplished on release time. If the curriculum development is for an alternative curriculum to the regular curriculum, release time shall be provided without having to first satisfy the sixteen (16) hours referenced in paragraph 10 of this Provision. The process for curriculum review and textbook adoption shall be defined through the Communications Committee.

\*C. Teaching Load

1. High school teachers who are employed less than full-time shall receive the following preparation periods and shall be compensated on a prorated basis for salary, fringe benefits, sick leave and personal leave according to the following schedule:

<u>Assignment(s)</u>	<u>Preparation Period(s)</u>	<u>Compensation Fraction</u>
1 assignment	15 minutes	17%
2 assignment	30 minutes	33%
3 assignment	40-45 minutes (1 period)	50%
4 assignment	80-90 minutes (2 periods)	75%
5 or 6 assignments	80-90 minutes (2 periods)	100%

2. Middle school teachers who are employed less than full-time shall receive the following preparation periods and shall be compensated on a prorated basis for salary, fringe benefits, sick leave, and personal leave according to the following schedule:

<u>Assignment(s)</u>	<u>Preparation Period(s)</u>	<u>Compensation Fraction</u>
1 assignment	15 minutes	17%
2 assignment	30 minutes	33%
3 assignment	40-45 minutes (1 period)	50%
4 assignment	80-90 minutes (2 periods)	70%
5 assignment	80-90 minutes (2 periods)	80%
6 or 7 assignments	80-90 minutes (2 periods)	100%

3. Elementary teachers (K-4) may be employed on a one-half (four [4] hour) time basis. One-half time elementary classroom teachers (K-2) shall have at least one hundred forty-five (145) minutes per week of preparation time and shall not be assigned to supervise scheduled student recess. One-half time elementary classroom teachers (Grades 3 & 4) shall have at least one hundred sixty (160) minutes per week of preparation time. One-half time elementary K-4 specialists shall have at least one hundred forty-five (145) minutes per week of preparation time. An elementary teacher who is assigned to more than one-half time shall be employed full-time.

\*D. Proration of Fringe Benefits for Teachers Who Do Not Complete the School Year

In the event a teacher begins but does not complete a school year on a paid basis, the teacher shall be entitled to either of the following options with regard to the package of fringe benefits to which the teacher subscribed at the time the teacher's paid days concluded.

1. The teacher's fringe benefits will continue to be paid by the Board through the first full month following the month in which paid days concluded, or,

2. The teacher may elect to have the Board continue payment of fringe benefits to the extent that the Board pays a sum equivalent to the following:

Annual Cost of the Fringe Benefits (Sept. X through Aug.)	# of Days Paid # of Contractual Work Days in School Year	= Board's Obligation (less amount already paid)
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3. Any teacher who has worked the school year and is on active pay status on the last calendar day before summer vacation shall have benefits fully paid by the Board for the months of June, July, and August.
4. Any teacher who is on FMLA leave at the end of the school year must be provided with any benefits over the summer vacation that teacher would normally receive if they had been working at the end of the school year.

\*E. Duties Outside the Scheduled Day

1. There shall be no more than two (2) required evening meetings/activities for each teacher during the school year in addition to the two (2) parent conferences spoken to in F, below. In addition, each teacher shall attend one (1) other building or school district activity or event outside the school day, selected at the teacher's discretion.
2. Afternoon duties and meetings beyond the scheduled day may be required and shall not require additional compensation, providing there is not a substantial increase over the past practice. Except in the event of an emergency, regularly-scheduled building staff meetings shall not go one (1) hour beyond student dismissal time.
3. Teachers in attendance at school-sponsored or related events, within or outside the District, shall be deemed employees of the Board for the purposes of Ohio Revised Code Chapter 2744.

\*F. Parent Conference Day

Parent conferences shall take place on two (2) after school and evening sessions. The dates for said parent/teacher conferences shall be determined at each building. Conferences at the Primary School shall be from 3:30 p.m. to 5:30 p.m., and from 6:30 p.m. to 8:00 p.m. At the Middle School and High School conferences shall be from 3:00 pm and 6:00 p.m. to 7:30 p.m. These two (2) parent conference sessions shall count as a teacher in-service day and shall be substituted for the Wednesday before Thanksgiving. No school shall be scheduled on the Wednesday before Thanksgiving.

\*G. Notification of Assignment

Written notice of the teacher's tentative assignment for the following year (building, classroom, subject area, grade level) shall be provided to each teacher by the last teacher day of the school year. Such assignments may be changed due to unforeseen circumstances.

H. Assignment of Special Needs Students

Special needs/504 students referred to in this paragraph are those with low incidence disability conditions who receive their educational program under an individualized educational program ("IEP/504 Plan"). Each spring the High School, Middle School and Primary School principals shall meet with the affected teachers to provide for teacher input into the placement of special needs students, review class size allocation among team/department members, and to provide for input into the rotation of special needs students among affected teachers for the coming year. In considering rotation, the principals and affected teachers shall address the state's classification of special needs students. Periodically, the High School, Middle School and Primary School principals shall reassess aide utilization and assignment to classrooms.

At the Primary School, the principal may rotate the assignment of special needs students from year to year if the affected teacher so requests, provided such assignment meets the educational needs of students and is consistent with the student's IEP/504 Plan. A teacher whose request for student rotation is denied shall be afforded an explanation by the Principal.

Also at the Primary School, when the number of special needs students exceeds the number of available classes, special needs students will be distributed among classes as evenly as possible, unless the affected teachers agree to some other arrangement, provided such assignments meet the educational needs of students and is consistent with the students' IEP/504 Plan.

Primary School teachers and other team members shall continue to attempt to schedule group meetings concerning special needs students before or after the instructional day and shall, as appropriate, consider including aides in such meetings.

The equivalent of one day per quarter of release time shall be made available to Primary School teachers with special needs students assigned to their regular education homerooms, where the special needs students are in the regular education teacher's classes for an average of twelve and one-half hours per week. Scheduling of the release time for the following quarter shall be determined among the Primary School teachers with special needs students in their regular education homerooms and with the approval of the Primary School principal at the start of each quarter. Such release time shall be scheduled in increments of one-half or full days per teacher.

ARTICLE XX – LAYOFFS\*

The following shall govern any layoffs:

- \*A. Layoff and recall of continuing contract teachers shall be governed by the Ohio Revised Code, provided that a teacher will not be eligible to bump or accept recall into a licensure/certification area where she/he will not hold Highly Qualified ("HQ") status by the start of the assignment. A teacher so affected shall remain on the recall list and be eligible for recall to positions where she/he is certified/licensed and is HQ.
- \*B. Whenever the Board determines a reduction in force is needed (including financial reasons), the least senior limited contract teacher(s) currently teaching in the area affected shall first be laid off, except that teachers with certification/licensure and actual teaching

experience in other teaching areas at Independence prior to the date of the layoff may displace limited contract teachers who have lesser seniority in those other areas, provided that a teacher will not be eligible to bump into a certification/licensure area where she/he will not hold HQ status by the start of the assignment. A teacher so affected shall remain on the recall list and be eligible for recall to positions where she/he is HQ for the period set out in paragraph E below. A layoff shall not result solely from the offering of physical education courses during the summer months.

- \*C. Seniority means total years of service at Independence in a position for which a certificate/license is required. Authorized leaves for illness/disability (Article XVI), parental purposes (Article XV), or unpaid Family and Medical Leave Act leave (Article XXXVI) will not be counted toward the teacher's seniority. Among those with the same length of service, seniority shall be determined by:
  1. The date of the Board meeting in which the teacher was hired and then by
  2. The date the teacher signed a limited contract upon initial employment with the Board and then by
  3. The date the first job application was received.
- \*D. Layoff of limited contract teachers, other than for performance reasons as established by the Teacher Evaluation and Nonrenewal Article of this Agreement, shall result in that teacher being placed on the recall list. The Association President shall be provided with a current copy of the recall list. Teachers on the recall list shall be recalled to available positions with the preference within certification/licensure areas being given to teachers with the most seniority if the teacher has certification/license and teaching experience in Independence in the teaching area where the opening occurs. Notice of recall will be issued to the most senior teacher with the appropriate certification/licensure, regardless of whether the teacher holds HQ status. However, a teacher will not be eligible for recall into a position where she/he will not hold HQ status by the start of the assignment. If the teacher does not meet the foregoing criteria but is certificated/licensed to teach the open position, the teacher shall be interviewed before candidates from outside the system are interviewed and shall be given prime consideration for openings, provided that a teacher will not be eligible to bump into a certification/licensure area where she/he will not hold HQ status by the start of the assignment.
- \*E. Teachers shall remain on the recall list for three years.
- \*F. For layoffs which are initiated on or after August 1, 2006, available positions for recall shall be considered to occur whenever a teacher dies, resigns, retires, is terminated, or takes a leave of absence which may reasonably be anticipated to be for one (1) full school year, or is nonrenewed and the position is not eliminated, or whenever a new bargaining unit position is created. Where a teacher accepts recall to a long term substitute position of one (1) school year, at the end of that year she/he will be eligible for recall to other positions as set out in paragraphs (A) and (D) above or, if no such positions are available, returned to the recall list for the remainder, if any, of the recall period set out in paragraph (E) above.
- \*G. An offer of recall which is refused shall eliminate the teacher's placement on the recall list.

- \*H. The teacher shall provide the Board with the teacher's current address. An offer of recall shall be made by certified letter to the teacher's last home address on file with the Board.
- \*I. Upon return to service, the teacher shall be given credit for all years of teaching service which were previously recognized by the Board. A teacher recalled to a part-time job shall have priority to full-time positions or positions offering greater employment in accordance with seniority prior to the recall of less senior teachers providing the teacher meets the criteria for recall as set forth in Paragraph D above.
- \*J. This Article has no application to teachers terminated pursuant to O.R.C. 3319.16 or nonrenewed pursuant to the Teacher Evaluation and Nonrenewal Article.

K. Procedure for Teachers Under OTES

If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure of this Agreement. Suspension of contracts shall be recommended by Certification/Licensure area and an order shall be based on the following:

1. First, the Board shall accomplish any necessary reductions in staff through attrition (i.e. retirement, voluntary resignation, etc.), before any suspension of contracts.
2. Second, should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first utilizing the following order:
  - a. Certification/Licensure within the affected teaching field
  - b. Comparable evaluations as defined in this Agreement
  - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
3. Third, should the necessary reduction of staff require that exceed the number of limited contract teachers in the affected field, only then shall continuing contract teachers be reduced by utilizing the following order:
  - a. Certification/Licensure within the affected teaching field
  - b. Comparable evaluations as defined in this Agreement
  - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
4. Using the exclusive criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order.

5. For reduction in force purposes evaluations that are rated Accomplished, Skilled, and Developing will be considered comparable for the purposes of Reduction in Force for the duration of this agreement. Evaluations that are rated as Ineffective will be considered a separate category for purposes of Reduction in Force for the duration of this agreement.
6. A teacher will not be eligible to bump or accept recall into a licensure/certification area where she/he will not hold Highly Qualified ("HQ") status by the start of the assignment. A teacher so affected shall remain on the recall list and be eligible for recall to positions where she/he is certified/licensed and is HQ.
7. Layoff of limited contract teachers, other than for performance reasons as established by the Teacher Evaluation and Nonrenewal Article of this Agreement, shall result in that teacher being placed on the recall list. The Association President shall be provided with a current copy of the recall list. Teachers on the recall list shall be recalled to available positions with the preference within certification/licensure areas being given to teachers with the most seniority if the teacher has certification/license and teaching experience in Independence in the teaching area where the opening occurs. Notice of recall will be issued to the most senior teacher with the appropriate certification/licensure, regardless of whether the teacher holds HQ status. However, a teacher will not be eligible for recall into a position where she/he will not hold HQ status by the start of the assignment. If the teacher does not meet the foregoing criteria but is certificated/licensed to teach the open position, the teacher shall be interviewed before candidates from outside the system are interviewed and shall be given prime consideration for openings, provided that a teacher will not be eligible to bump into a certification/licensure area where she/he will not hold HQ status by the start of the assignment.
8. Teachers shall remain on the recall list for three years.
9. Available positions for recall shall be considered to occur whenever a teacher dies, resigns, retires, is terminated, or takes a leave of absence which may reasonably be anticipated to be for one (1) full school year, or is nonrenewed and the position is not eliminated, or whenever a new bargaining unit position is created. Where a teacher accepts recall to a long term substitute position of one (1) school year, at the end of that year she/he will be eligible for recall to other positions as set out in paragraphs (A) and (D) above or, if no such positions are available, returned to the recall list for the remainder, if any, of the recall period set out in paragraph (E) above.
10. An offer of recall which is refused shall eliminate the teacher's placement on the recall list.
11. The teacher shall provide the Board with the teacher's current address. An offer of recall shall be made by certified letter to the teacher's last home address on file with the Board.
12. Upon return to service, the teacher shall be given credit for all years of teaching service which were previously recognized by the Board. A teacher recalled to a part-time job shall have priority to full-time positions or positions offering greater

employment in accordance with seniority prior to the recall of less senior teachers providing the teacher meets the criteria for recall as set forth in Paragraph 9 above.

13. This Article has no application to teachers terminated pursuant to O.R.C. 3319.16 or nonrenewed pursuant to the Teacher Evaluation and Nonrenewal Article.

#### ARTICLE XXI – FAIR SHARE FEE

- A. The Association recognizes its obligation to fairly and equitably represent all teachers whether or not they are members of the Association. The notice of the amount of annual fair share fee, which shall not be more than 100% of the UEP dues of the Association, shall be transmitted by the Association to the Board's Treasurer by October 5 of each year during the term of this Agreement for the purpose of determining the amounts to be payroll-deducted. The Association shall also transmit to the Board's Treasurer by October 5 the names of the teachers who have elected not to join the Association (those who will be paying a fair share fee). The Board's Treasurer will deduct the fair share fee from the paychecks of teachers who elect not to join the Association beginning with the first paycheck in February. The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.
- B. The Board's Treasurer shall inform the Association when there is a newly-hired teacher after the school year begins within five (5) calendar days of that teacher being hired. If that teacher elects not to join the Association, the Association shall inform the Board's Treasurer of that within thirty (30) days of that teacher's date of hire and shall also inform the Board's Treasurer as to that teacher's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first pay date after the later of sixty (60) days of employment or the first paycheck in February.
- C. The fair share fee shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to the provisions of Section 4117.09(C) of the Ohio Revised Code. No teacher is required to become a member of the Association.
- D. The Association on behalf of itself and the OEA and NEA agrees to indemnify, defend and hold harmless the Board and its designees from any and all claims or for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
  1. Any claim made or action filed against the employer by a non-member for which indemnification may be claimed must be given in writing by the Board to the Association within ten (10) days of receiving the written claim;
  2. The Association shall reserve the right to designate counsel to represent and defend the employer;
  3. The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party in any proceedings in which the Board is named as a party pursuant to this Article, if it so desires, and/or (c) to not

oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or intentionally or willfully misapplies such fair share fee provision herein.

#### ARTICLE XXII – AVAILABLE POSITIONS

Available bargaining unit positions (including supplementals) that are new or become vacant will be posted electronically. Bargaining unit members will also receive an e mail notification of the vacancy. A vacancy occurs when the Board creates or restores a position or determines to fill a position covered by this Agreement for an employee who leaves his/her position for any of the following reasons:

1. Death
2. Retirement
3. Resignation
4. Termination
5. Nonrenewal
6. Transfer to a vacant position. A vacancy is not caused by a job swap between two current bargaining unit members.

The building principal/student activities director or interviewer will notify internal applicants prior to Board action on filling that position. All vacancy postings shall specify the tentative subject area and/or grade level. A second posting of all remaining supplemental positions shall be completed prior to the last instructional day. Vacancies will be posted in the following manner:

##### A. Summer Posting

1. Notification of the available position will be made as set forth above.
2. The posting will allow at least ten (10) days from the time of the posting and the date of issuance of the paychecks or separate mailing for interested parties to apply unless the start of the new school year requires a shorter period, in which case that period shall be specified in the notification of the available position.

##### B. School Year Positions

During the school year, the posting of new or available positions will be accomplished as set forth above and the Association will post a copy on the faculty bulletin boards.

C. Priority to Teacher on Layoff

Before other candidates are considered, available positions shall first be offered in accordance with the order of seniority to teachers on the recall list, first within the category of continuing contract teachers who have the proper certification and then within the category of limited contract teachers who meet the recall requirements as stated in the layoff provision. This may be done verbally but shall also be confirmed in writing. A copy of the confirmation will be sent to the Association President. A bargaining unit position need not be posted if a laid off teacher on the recall list accepts recall to the position. However, all teachers on the recall list will be notified that the teacher has been recalled and the assignment to which the teacher has been recalled. An updated version of the recall list shall be provided to the Association President and all teachers remaining on the recall list.

D. Interview Requirement

Before a person outside the bargaining unit may be appointed to fill an opening, teachers, long-term substitutes, the ISDC person and tutors certified/licensed for the position who timely request consideration shall be offered an interview. Upon completion of the selection process, a teacher who has been interviewed for the position shall be notified as to whether or not he/she received the position.

E. Supervisory or managerial positions will be posted pursuant to Section A or B of this provision. However, no other section of this provision is applicable to the filling of supervisory or managerial positions.

ARTICLE XXIII-SEVERANCE PAY

- A. Except as is provided in paragraphs C. and F. below, at the time of retirement from active service with the Board, a teacher may elect to receive severance pay equal to thirty-five percent (35%) of the value of the teacher's accrued but unused sick leave at the time of retirement up to a maximum of seventy-five (75) days for those retiring. This payment shall be based on the teacher's per diem rate of pay (exclusive of any compensation under a supplemental contract) at the time of retirement. A teacher may receive only one payment under this Article and shall receive said payment within sixty (60) calendar days of retirement. As used in this Article, "retirement" means, (1) disability or service retirement under the State Teachers Retirement System or another state retirement system, (2) resignation (including a resignation by a rehired retiree), if the teacher is at least fifty-five (55) years of age and has at least ten (10) consecutive years of service (with the approved leaves of absence not contributing to nor interrupting service) with the Board, or (3) being laid off if the teacher has had at least twenty-five (25) years of consecutive years of service (with approved leaves of absence not contributing to nor interrupting service) with the board.
- B. In addition, if a teacher dies prior to severing employment and would be eligible to receive severance pay under paragraph A if the teacher had retired or resigned on some day before his or her death, severance pay in the amount described in Paragraph A above shall be paid to the teacher's spouse, or, if there is no spouse, to the teacher's estate.

C. Deferral of Certain Types of Severance Pay

1. Notwithstanding anything in 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 employees who are entitled to severance pay under Paragraph A. above 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 shall be referred to herein as the "403(b) Plan". The provisions of this resolution are effective for all employees whose retirement effective dates are after the date of this agreement.
2. The terms of the aforementioned 403(b) Plan shall include the following:
  - a. Participation in the 403(b) Plan shall be mandatory for any teacher who meets the following requirements:
    - i. The teacher is entitled to Severance Pay on account a retirement described in Paragraph A(1) above or a resignation described in Paragraph A(2) above; and
    - ii. The teacher's last day of employment is in or after the calendar year that includes the teacher's 55<sup>th</sup> birthday.
  - b. For purposes of the 403(b) Plan, the term "Severance Pay" shall include any amounts that are payable to the retiring teacher pursuant to Paragraph A above.
  - c. If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the total amount of the Participant's Severance Pay. Except as provided below in paragraph C.3, the required contribution to the 403(b) Plan, shall be made within the timeframe described in Paragraph A regarding the payment of Severance Pay.
  - d. If a retiring member is a participant in the 403(b) Plan, an employer contribution shall be made on his or her behalf under the 403(b) Plan in an amount equal to the lesser of:
    - i. The total amount of the participant's Severance Pay, or
    - ii. The maximum contribution amount allowable under the terms of the 403(b) Plan.

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).

- e. To the extent that an employee's severance pay exceeds the maximum amount allowable under the 403(b) Plan in the calendar year of payment, the excess amount shall be payable to the 403(b) Plan within the first fifteen (15) days of January in subsequent calendar years to a maximum of five (5) calendar years after the calendar year of the teacher's retirement; and if there is any remaining amount of Severance Pay, the excess amount shall be paid to the member in cash.
  - f. 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 a teacher 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.
  - g. If a teacher 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 be paid to the 403(b) Plan provider and then paid to a Beneficiary of the teacher in accordance with the terms of the 403(b) Plan.
  - h. The Plan Year of the 403(b) Plan shall be the calendar year.
  - i. After adoption of the 403(b) Plan, any administrative fees shall be borne by the Board of Education.
- D. Any teacher 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 paragraph A above. The teacher may elect to defer such payments to a TSA, as is permitted by law and Board policy.
- E. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a teacher.
- F. Health Reimbursement Accounts
1. Notwithstanding anything in 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 IRC Sections 105 and 106, all employees who are entitled to severance pay under Paragraph A. above shall have fifty percent (50%) of their "Severance Pay" (as defined above in Paragraph A.) mandatorily paid into a "Health Reimbursement Account" ("HRA"). This arrangement shall be referred to herein as the "Health Reimbursement Plan." The provisions of this resolution are effective for all employees whose retirement effective dates are after the date of this agreement.

2. Under an HRA, the retiring teacher and his/her spouse/dependent may be reimbursed for the following types of health care expenses:
  - a. Premiums for the purchase of health care insurance, including amounts paid for coverage under the STRS or another retirement system health care plan; and
  - b. Unreimbursed medical expenses, vision expenses, and dental expenses including deductibles and co-payments under an individual policy, the STRS or another retirement system health care plan, or the plan of another employer.
3. The amounts credited to a retiree's account may be carried over to subsequent years and shall not be subject to forfeiture, except upon the death of both the retiree and his/her spouse. In the case of forfeiture, the money is retained in the Health Reimbursement Plan and credited to the HRAs of all of the remaining Health Reimbursement Plan participants in an equal amount.
4. The Board is permitted to establish a plan document for the Health Reimbursement Plan that will be designed to comply with the requirements of all applicable laws, including federal tax laws.
5. The IEA has requested that the Board maintain the Health Reimbursement Plan and individual HRAs for retirees pursuant to the "AIG HealthSecure HRA Employer Documents" that were previously established for the Retirement Incentive Plan (the "AIG Plan"). Under the AIG Plan, the HRA will be maintained pursuant to a contractual arrangement between the Board and "HRA Administrator, LLC." The AIG Plan further provides that the Board will pay its HRA contributions directly to HRA Administrator, LLC; that HRA Administrator, LLC is not required to maintain a separate account with respect to monies deposited by the Board; and that HRA Administrator, LLC has discretion to invest all assets of the AIG Plan in an omnibus account with securities registered in the name of a nominee, custodian, or transfer agent designated by HRA Administrator, LLC. Accordingly, the AIG Plan does not provide that the monies deposited with HRA Administrator, LLC will be held by, invested with, or otherwise guaranteed by AIG VALIC; and further provides that the funds deposited by the Board may be commingled with funds of other customers of HRA Administrator, LLC.

ARTICLE XXIV – SALARY SCHEDULE AND RELATED ITEMS\*

\*A. Certificated Personnel

The BA base salary shall be \$39,603 effective for the 2014-2015 year and shall increase to \$40,395 for the 2015-2016 school year and shall increase to \$41,203 for the 2016-2017 school year.

\*B. Course Credit

1. Hours beyond the bachelor's degree shall be calculated in terms of semester hours. Teachers advancing to the BA+12 column may count any graduate course related

to education or their field of certification with prior approval of the IPDC. Teachers advancing to the BA+24 column may count any coursework in pursuit of a master's degree program to which the teacher is admitted. Teachers seeking to advance to the MA+18, MA+27, MA+36, MA+54 and Ph.D. columns may only count courses approved by the Independence Professional Development Committee and following submission by the teacher and approval by IPDC of an individual professional development plan. No teacher's placement on the salary schedule shall be reduced as a result of this Provision.

Undergraduate courses, if requested by the administration and earned after the time the bachelor's degree was conferred, shall be counted for placement on the salary schedule.

2. The appropriate form (Graduate School Credit - for Salary Credit, Appendix E), available in each teacher's IPDC binder, shall be submitted to the Building Principal and to the IPDC prior to taking any graduate course for salary credit. If a course, submitted in the original application form, is cancelled or if a change of a course is necessary, a new application must be submitted to the Building Principal and the IPDC.

\*C. Transcript Requirement

To receive proper placement on the salary schedule, it is the teacher's responsibility to have an official transcript placed in the Superintendent's office by October 1 for first semester placement; prior to January 20, for second semester placement and to complete the form for salary schedule movement (Salary Schedule Mobility Form, Appendix F). In the case of a transcript received after October 1 and before January 20 of any year, the increase shall be prorated for a half year and paid over the remaining time of the contract. Appropriate proof shall substitute temporarily for the official transcript. For purposes of this paragraph an "official transcript" is one sent directly from the College or University to the Board office. Upon receipt the Board office shall provide notice of receipt and a copy to the affected teacher.

\*D. Mileage - Job Related

1. Traveling Teachers - Teachers who are regularly scheduled to travel between school buildings as part of their regular teaching schedule shall be paid at the rate of \$175.00 per year per daily trip; in the event the teacher is required to make two (2) trips daily, the teacher shall be reimbursed at the rate of \$225.00 per year with an additional \$100.00 per year for each additional required daily trip.
2. Other Mileage
  - a. Teachers shall be reimbursed at the greater of the current IRS mileage rate or the district mileage rate. This rate shall be no less than the Board approved rate for any other school group whenever they are required to drive their own automobiles for school-related business. This shall not include the teacher's daily trip to and from school to fulfill daily teaching duties.

- b. Trips for which mileage is to be paid must have prior approval by the Superintendent or the building principal on the form provided. Forms shall be available in the school offices. In emergency situations, the prior approval requirement may be waived.

E. Homebound Tutoring

Whenever possible, homebound tutoring shall be offered to teachers. The rate of pay for homebound tutoring shall be .00052 of the BA base per hour plus mileage. Mileage shall be paid only in the event that the tutoring takes place outside the boundaries of the Independence School District.

\*F. Period Substitution at the Middle School and at the High School

1. In the event regular substitutes are not available, period substitution may be implemented.
2. Each teacher (except for traveling teachers) and counselor will be in an "on-call" period substitution rotation schedule. No teacher will be asked to perform period substitution more than one (1) period per day.
3. There will be two "on-call" rotation schedules - a middle school, and a high school rotation schedule.

HIGH SCHOOL AND MIDDLE SCHOOL:

A period substitution list is created by the principal by semester; the list is maintained by the principal's secretary. Assignments will rotate among affected teachers as needed.

4. The teacher who is doing the period substitution may modify the provided lesson plan if he/she has either safety or liability concerns.
5. Each teacher is required to have on file with his/her building principal two (2) emergency "stand alone" lesson plans.
6. If, and only as a last resort because of substitute unavailability, three (3) or more students are placed into another class or six (6) or more students are placed into a teacher's study hall, the teacher of that class or study hall shall be compensated at the period substitution rate. If, and only as a last resort due to substitute unavailability, a class is split and put into several classes and/or a teacher's study hall, the receiving teachers shall equally split the period substitution amount.
7. The period substitution rate shall be .00052 of the BA base per class period covered. Homeroom coverage does not qualify for period substitution compensation.
8. A bonus of fifty dollars (\$50.00) will be paid after a teacher has completed five (5) period substitutions per school year. A bonus of ten dollars (\$10.00) shall be paid for each additional period substitution beyond five (5) in a school year. Payment will be made in a lump sum in the regular bi-weekly paycheck. Period

substitutions remaining at the end of the school year cannot be carried over to the next school year. Mandatory period substitution shall be capped at five (5) times per semester.

\*G. Period Substitution at the Primary Level

1. In the event regular substitutes are not available, teachers may serve as substitutes during their preparation periods on a voluntary, rotational basis. However, if no teacher agrees to period substitute, and a period substitute is needed, the principal has the right to assign a teacher to this responsibility.
2. It is the administration's responsibility to make all of the arrangements for period substitution.
3. Compensation for period substitution shall be .00052 of the BA base per class period covered.
4. A bonus of fifty dollars (\$50.00) will be paid after a teacher has completed five (5) period substitutions per school year. A bonus of ten dollars (\$10.00) shall be paid for each additional period substitution beyond five (5) in a school year. Payment will be made in a lump sum in the regular bi-weekly paycheck. Period substitutions remaining at the end of the school year (not used toward a bonus) cannot be carried over to the next school year.

H. Summer Enrichment

Compensation for summer enrichment shall be at the rate of .00052 of the BA base per hour.

I. Summer School, Intervention and "Jump Start"

Compensation for approved "for-credit" courses offered during the summer and implemented in accordance with the Board approved course of study as well as approved Intervention and "Jump Start" activities shall be provided at the rate of \$24.00 per hour.

J. Compensation for Providing Pre-Approved Computer In-Services

Compensation for Providing Pre-Approved Computer In-Services shall be .001 of the BA base per contact hour.

K. Saturday Detention

Compensation for Saturday detention shall be at the rate of .00034 of the BA base per hour to a maximum of eight (8) hours per day.

L. Merit Incentive for Attendance

Each teacher (not including tutors), full or part time, who has used no sick or personal leave during a semester shall receive a merit incentive for attendance of \$200 for that semester. If a teacher uses sick leave on a day of an injury/accident that occurred at work, it shall not

count as sick leave for purposes of this Provision. Payment of the incentive shall be made no later than the second pay following the close of the semester.

M. 2012-13 and 2013-14 Notations

1. Under all BA columns, any teacher who has seventeen (17) or more years of credited salary schedule experience shall receive a 2.5% salary increase of the effective 2014-15 ,2015-16 and 2016-2017 school years starting base; any teacher with twenty (20) or more years of credited salary schedule experience shall receive a 5.0% salary increase of the effective 2014-15 ,2015-16 and 2016-2017 school years starting base. Any teacher with twenty-two (22) or more years of credited salary schedule experience shall receive a 7.5% increase of the effective 2014-15 ,2015-16 and 2016-2017 school years starting base; any teacher with twenty-four (24) or more years of credited salary schedule experience shall receive a 10.0% increase of the effective 2014-15, 2015-16 and 2016-2017school years starting base. Any teacher with twenty-six (26) or more years of salary schedule experience shall receive a 12.5% increase of the effective 2014-15, 2015-16 and 2016-2017school years starting base.
2. Under all MA columns, any teacher who has seventeen (17) or more years of credited salary schedule experience shall receive a 2.0% salary increase of the effective 2014-15, 2015-16 and 2016-2017 school years starting base; any teacher who has twenty (20) or more years of credited salary schedule experience shall receive a 4.0% salary increase of the effective 2014-15, 2015-16 and 2016-2017 school years starting base. Any teacher with twenty-three (23) or more years of credited salary schedule experience shall receive a 6.0% salary increase of the effective 2014-15, 2015-16 and 2016-2017 school years starting base; any teacher with twenty-five (25) or more years of credited salary schedule experience shall receive a 8.0% increase of the effective 2014-15 , 2015-16 and 2016-2017 school years starting base. Any teacher with twenty-seven (27) or more years of credited salary schedule experience shall receive a 10.0% increase of the effective 2014-15 ,2015-16 and 2016-2017 school years starting base. Any teacher with twenty-nine (29) or more years of credited salary schedule experience shall receive a 12.0% increase of the effective 2014-15, 2015-16 and 2016-2017 school years starting base.
3. Pay pursuant to the Notation shall be in two (2) equal installments. The first installment shall be by separate electronic transfer with the second payroll in December. The second installment shall be by separate electronic transfer with the second payroll in June.

N. Retire/Rehire

- 1 A staff member who is considering a resignation for the purpose of STRS retirement to be followed by re-employment with the District ("Retire/Rehire") may submit a request for Retire/Rehire re-employment to the Superintendent. Requests for Retire/Rehire to take effect at the beginning of the first semester of the next school year shall be submitted not later than March 1. Requests for Retire/Rehire to take effect at the beginning of the second semester shall be submitted not later than October 1. A staff member may make such a request once to the Superintendent. The Superintendent reserves the right to grant preliminary approval or deny the request for Retire/Rehire re-employment. The staff member and the Association do not have a right to challenge the Superintendent's decision to grant or deny the request for Retire/Rehire re-employment and no grievance or professional concern may be initiated with respect to such decision. The Superintendent shall respond to the member's request within forty-five (45) calendar days.
- 2 Only staff members who retire from the Independence Local School District shall be considered for employment under this article before retired teachers from other school districts if the staff member has been given preliminary approval.
- 3 Retire/Rehire employees (RRE) will have no rights under the transfer and vacancy provisions of the Negotiated Agreement.
- 4 Upon employment, RREs will be placed at Step 5 on the salary schedule and given full credit for their educational level. RREs will advance on the salary schedule each year.
- 5 RREs are eligible to participate in the District's alternate health insurance plan, dental and vision programs.
- 6 RREs are not eligible for continuing contracts and will be awarded one (1) year contracts that will automatically expire at the end of the school year without notice of nonrenewal and without compliance with ORC 3319.11 and 3319.111. For the purpose of RREs, the parties expressly agree that this provision supersedes and replaces ORC 3319.11 and 3319.111 and differs from the rights of other teachers contained in the Negotiated Agreement.
- 7 RREs will be evaluated in accordance with the terms of the Negotiated Agreement.
- 8 RREs may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the RRE shall make contributions to STRS that will fund a single life annuity with a reserve based on the RRE's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity, see Ohio Revised Code 3307.35.
- 9 Seniority for RREs returning to service with the Board after retirement will return to zero (0) years and remain at zero (0) years for the RREs entire "post-

retirement" tenure (i.e., the RRE shall remain at the bottom of the RIF list). In the event of a reduction in force, the RRE will not have any of the bumping and/or recall rights set forth in the Negotiated Agreement.

- 10 RREs are not eligible for severance pay for accumulated Sick Leave.
- 11 RREs will be eligible to accumulate Sick Leave with five (5) days being carried over to the next school year if eligible.
- 12 Subject to these provisions, RREs are part of the bargaining unit.
- 13 The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, Federal laws and regulations, and any other provisions of the Negotiated Agreement.
- 14 RREs who retire from Independence schools that had a supplemental position in the year they retired can apply for the same supplemental position. If approved, s/he will be maintaining their years of experience.

#### ARTICLE XXV – SUPPLEMENTAL SALARY SCHEDULE

A. Ratio to Base

All supplemental salaries shall be paid at the rate set forth in the attached Supplemental Salary Schedules. All supplemental salary ratios are applied to the BA minimum in effect in September of each school year.

B. Experience Credit

Upon the initial employment of a teacher in a supplemental position, credit may be given for experience in the particular activity or sport at the discretion of the Superintendent, but in no case shall the person be credited with more than his/her actual experience. Once a teacher is placed on the schedule, the teacher can only move a year for each year of experience in the sport or activity, and the teacher must move a year for each year of experience. A teacher who functions in the position of assistant and is promoted to the head position, shall be given credit for experience so that the head position is placed on a column resulting in a higher pay than any assistant in that sport or activity. If an assistant is moved to a higher assistant's position, the assistant shall be placed in a column resulting in a pay increase.

C. Bargaining Unit Priority

Whenever a vacancy occurs or a new position is created on the Supplemental Salary Schedule, the administration shall first post the opening and seek applicants from within the recognized bargaining unit. If no qualified teacher applies within the time designated for applications, then, and only then, the administration may seek and hire applicants from outside the recognized bargaining unit. All such vacancies shall be posted in accordance with Article XXII, Available Positions. The building principal/student activities director or interviewer will notify internal applicants prior to Board action on filling that position.

D. Payment Schedule

1. Supplemental salaries shall be paid according to one of the two following payment plans:
  - a. Activities which are less than the full school year shall be paid in the first full pay period following completion of the activity. Activities which are less than a full school year shall be paid in three (3) equal installments over the course of the season. The last installment shall be paid with the check immediately following the end of the season. At the beginning of the school year, supplemental pay dates for each activity less than a full school year shall be distributed to all teachers.
  - b. Activities which are for the full school year will receive two installments, on the first pay date after the end of the first semester and the last pay date in June, except that contracts of \$300 or less shall be paid on the last pay date in June.
2. The last payment installment shall not be issued until all requirements of the supplemental contract are completed.

E. The Board shall be free to determine which supplemental salary positions exist and which are filled. Pay for supplemental duties shall be negotiated with the Association if new bargaining unit positions are created by the Board and the salary is not already stipulated in the Supplemental Salary Schedule, or if the duties connected with existing positions are substantially altered, the pay for the newly created or altered position shall be negotiated by the Superintendent and not more than two (2) designees of the Association President. The pay that is determined by the committee shall be considered an addendum to the existing Supplemental Salary Schedule. In the event the committee cannot reach an agreement and the Board still wishes to establish the position, the matter shall be submitted to Step IV of the Grievance Procedure.

F. Department Coordinators

1. 

<u>Department(s)</u>	<u>Yearly Compensation</u>
English/Language Arts (K-12)	.04
Library/Media (K-12)	.04
Math (K-12)	.04
Science (K-12)	.04
Social Studies (K-12)	.04
Physical Education/Health (K-12)	.04
Art (K-12)	.04
Music (K-12)	.04
Foreign Language (5-12)	.027
2. The Superintendent may recommend to the Board the appointment of the Department Coordinators who shall perform the duties outlined in the job description adopted by the Board. If the position of Department Coordinator is to be filled, the Department Coordinator shall be appointed for a one (1) year term and paid according to Article XXV (F) of the Agreement.

G. Pre-Season and Non-School Time Coaching Salaries

1. All football coaches, volleyball coaches, and soccer coaches are expected to complete at least fifteen (15) days of pre-season and/or non-school time coaching activities.
2. All wrestling coaches, basketball coaches, cross-country coaches, golf coaches, and cheerleader advisors are expected to complete at least ten (10) days of pre-season and/or non-school time coaching activities.
3. All track coaches, baseball coaches, and softball coaches are expected to complete at least five (5) days of pre-season and/or non-school coaching activities.

SUPPLEMENTAL SALARY SCHEDULE - NON-ATHLETIC

	<u>Portion of BA base salary</u>
<u>MUSIC</u>	
Marching Band	.096
Concert Band	.096
Assistant Director, Marching Band	.049
Assistant Director, Marching Band	.049
Flag Corps	.049
Middle School Music	.035
Primary School Music	.035
High School Choir	.01
<u>PRE-SEASON</u>	
Marching Band	.032
Technical Director, Marching Band	.0116
Flag Corps	.0174
Assistant Director, Marching Band	.0174
<u>DRAMA</u>	
Musical Accompanists	.035
Assistant Director	.024
Culturama	.026
Middle School Drama Club	.026
<u>MUSICAL</u>	
Director	.041
Assistant Director	.024
Choreographer	.024
Primary School Choreographer - Winter Concert	.024
Primary School Choreographer - Spring Concert	.024
Middle School Show Choir	.013

WRITTEN PRODUCTION

Spectator	.055
Yearbook	.100
Middle School Views	.022

SERVICES

High School Student Council	.055
A.F.S.	.022
Key Club	.022
Concession Stands	.025
Biology Society	.025
Middle School Builder's Club	.022

CLASS ADVISORS

Senior	.029
Junior	.022
Sophomore	.016
Freshman	.013

SCHOOL DAY ACTIVITIES

National Honor Society	.023
Pep Club	.013
Community Service Coordinator (if not part of regular teaching assignment)	.055
Art Club, Middle School	.013
Support Group	\$100 per group/per person
Computer Club, Middle School	.013
Mock Trial, high school	.013
Mock Trial, middle school	.013
C.L.O.N.E.	.013
Primary School Student Council (K - 2)	.013
Primary School Student Council (3-4)	.013
5th & 6th Student Council	.013
7th & 8th Student Council	.022
Middle School Library Club	.013
Middle School Video Announcement Coordinator	.022
High School Video Announcement Coordinator	.022
Academic Challenge Advisor	.09
Math Contest Advisors, Middle School	.013
Power of the Pen	.013
PANDA	.00203/day
Middle School Recycling	.013
Middle School Animal Caretaking	.022
Middle School Talent Show	.013
Middle School Geography Bee	.013
Spelling Bee	.013

RECREATIONAL ACTIVITY

Bowling Club	.013
Ski Club	.013
Golf Club	.013
Middle School Intramurals (Up to 6 per year)	.013
Primary School Intramurals (Up to 2 per year)	.013

OVERNIGHT TRIPS

Washington Trip Coordinator, Middle School	.022
Washington Trip Chaperones	.00203/day
7 <sup>th</sup> grade-Trip Chaperones	.00203/day
Middle School Chicago Trip Coordinator	.013

AD HOC SUPPLEMENTAL POSITIONS (PRINCIPAL DISCRETION – 2 PER BLDG)

High School Building (2 positions)	.013
Middle School Building (2 positions)	.013
Elementary School Building (2 positions)	.013

SUPPLEMENTAL SALARY SCHEDULE – ATHLETIC

<u>POSITION</u>	<u>Portion of BA Base Salary</u>			
	<u>1-3 Yrs.</u>	<u>4-7 Yrs.</u>	<u>8+ Yrs.</u>	<u>10+Yrs.</u>
<u>HIGH SCHOOL FACULTY MANAGER</u>	.1000	.1100	.1200	.1300
<u>MIDDLE SCHOOL ATHLETIC COORDINATOR</u>	.1000	.1100	.1200	.1300
<u>FOOTBALL</u>				
Head Coach	.1709	.1809	.1909	.2009
Assistant Coaches	.1379	.1479	.1579	.1679
Middle School assistant coaches <sup>#</sup>	.1103	.1183	.1263	.1343
Scouting	.0138	.0148	.0158	.0168
Additional pre/post season responsibilities	.0138	.0148	.0158	.0168
<u>BASKETBALL</u>				
Head Coach	.1524	.1624	.1724	.1824
Assistant Coaches	.1224	.1324	.1424	.1524
Middle School assistant coaches <sup>#</sup>	.0979	.1059	.1139	.1219
Additional pre/post season responsibilities	.0172	.0185	.0199	.0213
Scouting	.0073	.0080	.0086	.0092
<u>WRESTLING</u>				
Head Coach	.1524	.1624	.1724	.1824
Assistant Coaches	.1224	.1324	.1424	.1524
Middle School assistant coaches <sup>#</sup>	.0979	.1059	.1139	.1219

Additional pre/post season responsibilities	.0245	.0265	.0285	.0305
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TRACK

Head Coach	.1462	.1562	.1662	.1762
Assistant Coaches	.1162	.1262	.1362	.1462
Middle School assistant coaches <sup>#</sup>	.0930	.1010	.1090	.1170
Additional pre/post season responsibilities	.0232	.0252	.0272	.0292

SWIMMING

Head Coach	.1000	.1100	.1200	.1300
Assistant Coach	.0795	.0895	.0995	.1095

SOCCER

Head Coach	.1486	.1586	.1686	.1786
Assistant Coach	.1186	.1286	.1386	.1486

Portion of BA Base Salary

<u>POSITION</u>	<u>1-3 Yrs.</u>	<u>4-7 Yrs.</u>	<u>8+ Yrs.</u>	<u>10+Yrs.</u>
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VOLLEY BALL

Head Coach	.1486	.1586	.1686	.1786
Assistant Coaches	.1186	.1286	.1386	.1486
Middle School assistant coaches <sup>#</sup>	.0949	.1029	.1109	.1188
Additional pre/post season responsibilities	.0190	.0206	.0222	.0239
Additional seasonal responsibilities	.0047	.0051	.0055	.0059

<sup>#</sup>Scouting: schedule is at the discretion of the head varsity coach and includes contests for participation in post-season tournament. Additional pre/post season responsibilities/duties assigned by head varsity coach within the scope of the high school program but beyond the middle school season. (Can include but not limited to coaching, conditioning, camps, open gyms and instruction development). Additional seasonal responsibilities / duties within the scope of the high school program as assigned by the head varsity coach, but outside the scope of the middle school program. (Can include but not limited to scouting, extra instruction and supervision). It is understood that scouting, additional pre- / post-season activities, and additional seasonal responsibilities / duties shall be first offered to the middle school assistant coach and then opened to others if the middle school assistant coach did not accept the contract.

BASEBALL

Head Coach	.1362	.1462	.1562	.1662
Assistant Coaches	.1062	.1162	.1262	.1362

SOFTBALL

Head Coach	.1362	.1462	.1562	.1662
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Assistant Coaches	.1062	.1162	.1262	.1362
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CROSS-COUNTRY

Head Coach	.1203	.1303	.1403	.1503
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GOLF

Head Coach	.1103	.1203	.1303	.1403
Assistant Coaches	.0795	.0895	.0995	.1095

BOWLING

Head Coach	.1000	.1100	.1200	.1300
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CHEERLEADER ADVISOR

Varsity	.1203	.1303	.1403	.1503
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Portion of BA Base Salary

<u>POSITION</u>	<u>1-3 Yrs.</u>	<u>4-7 Yrs.</u>	<u>8+ Yrs.</u>	<u>10+Yrs.</u>
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<u>CHEERLEADER ADVISOR ASSISTANCE</u>	.0014 of BA base PER GAME			
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\*Provide assistance for cheerleader advisor by paying for a person to cover up to five games during the winter season. Games to be designated by Cheerleader advisor with approval of the principal.

INACTIVE LIST

High School Orchesis	.026
Science Fair Advisor, High School	.013
Foreign Language	.013
Leaders Club	.013
Art Club, High School	.013
Art Club, Primary	.013
Computer Club, Primary	.013
Photo Club	.013
Varsity Club	.013
A.V. Club	.013
Orchesis Club	.013
Math Contest Advisors, High School	.013

ARTICLE XXVI – TAX-DEFERRED TEACHERS CONTRIBUTIONS TO STRS

- A. The total annual salary and salary per pay period of each teacher shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A teacher's deferred salary shall be equal to that percentage of said teacher's total annual salary or salary per pay

period which is required by the State Teachers Retirement System (STRS) to be paid as a teacher contribution by said teacher and shall be paid by the Board to STRS on behalf of said teacher as a tax-deferred teacher contribution to STRS. A teacher's cash salary shall be equal to said teacher's total annual salary or salary per pay period less the amount sent to STRS. The Board's total combined expenditures for teachers' total annual salaries otherwise payable under this Agreement, as amended, (including tax-deferred teacher contribution) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

- B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the tax-deferred teacher contribution. The Board shall report for federal and Ohio income tax purposes as a teacher's gross income said teacher's total annual salary less the amount of the tax-deferred teacher contribution. The Board shall report for municipal income tax purposes as a teacher's gross income said teacher's total annual salary, including the amount of the tax-deferred teacher contribution. The Board shall compute income tax withholding based on gross income as reported to the respective taxing authorities.
- C. Severance pay, supplemental pay and index and similar matters shall be based upon total annual salary as set forth in the appropriate SALARY INDEX schedule.

#### ARTICLE XXVII – FRINGE BENEFITS\*

The Board shall pay the full cost of the following fringe benefits provided that teachers who elect such coverage shall pay, by payroll deduction, 12% of the employee premium for those employees who elect option A composed of medical plan 7A and RX Plan 4 effective October 1, 2012 (a description of the coverage provided in Option A is set forth below). Employees who elect to continue with the current health insurance program (Option B) shall pay 15% of the employee premium costs.

The Option A and B plans are more completely described below. Each year of the agreement during the open enrollment period, employees may elect the plans associated with Option A (12% employee contribution) or B (15% employee contribution) for that year. All Premium Coverage shall be effective the first day worked, and the teacher shall have the option of selecting single or family coverage.

#### \*A. Hospitalization and Major Medical Insurance

1. For employees election Option B, the Board shall provide to teachers a plan equal to or one that surpasses the SuperMed Plus Plan (see attached Benefit Schedule). The Insurance Study Committee shall continue to explore options for providing the health insurance referred to in this paragraph. The Board may select the insurance carrier of its choice as long as the coverage and benefits are equal to or surpass the current coverage that is described in the attachment.
2. The contribution of part-time teachers shall be prorated based upon the level of compensation paid to the part-time teacher by the Board.

The following is the description of the health insurance program available to those employees who elect Option A:

**INDEPENDENCE —  
Medical Option 7A  
SuperMed Plus  
HCR (Non Grandfathered)**

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age	26	
Older Age Child	26 Removal upon End of Month	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Waived	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3-month Deductible Carryover	Does Apply	
Benefit Period Deductible — Single/Family <sup>1</sup>	\$100 / \$200	\$200 / \$400
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) — Single/Family	\$500 / \$1,000	\$1,000 / \$2,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	90% after deductible	70% after deductible
Specialist Office Visit <sup>2</sup>	90% after deductible	70% after deductible
Urgent Care Office Visit <sup>2</sup>	90% after deductible	70% after deductible
ALL Immunizations	90% after deductible	70% after deductible
<b>Preventive Services</b>		
<b>Preventive Services, in accordance with state and federal law<sup>3</sup></b>	100%	70% after deductible
Routine Physical Exam (Age 21 and over) (One exam per benefit period)	100%	70% after deductible
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)		
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional (Combined 40 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy — Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible

Benefits	Network	Non-Network
Speech Therapy— Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation,	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>4</sup>	\$50 copay, then 90%	\$50 copay; then 70%
Non-Emergency use of an Emergency Room <sup>5</sup>	\$100 copay, then 90%	\$100 copay, then 70%
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (120 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing / Allergy Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare (120 visits per benefit period)	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse — Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>5</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

The following is the description of the health insurance program available to those employees who elect Option B:

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1st through December 31st	
Dependent Age	26	
Older Aged Child	26	
	Removal upon Birth Date	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Initial Group Waived, All Others 6-9	
Overall Annual Benefit Period Maximum	Unlimited	
3-month Deductible Carryover	Does Apply	
Benefit Period Deductible — Single/Family <sup>1</sup>	None	\$200 / \$400
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) — Single/Family	None	\$500 / \$1,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury)	100%	80% after deductible
Urgent Care Office Visit	100%	80% after deductible
All immunizations	100%	80% after deductible
<b>Preventative Services</b>		
Routine Physical Exam (Age 21 and over, one exam per benefit period)	100%	80% after deductible
Routine OB/GYN Exam (One per benefit period)	100%	80% after deductible
Well Child Care Services including Exam and Immunizations (Birth to age 21; 31 visits per lifetime)	100%	80% after deductible
Well Child Care Laboratory Tests (Birth to age 21)	100%	80% after deductible
Routine Mammogram (One per benefit period)	100%	80% after deductible
Routine Pap Test (One per benefit period)	100%	80% after deductible
Routine Laboratory, X-ray and Medical Testing	100%	80% after deductible
Routine Sigmoidoscopy/Colonoscopy	100%	80% after deductible

<sup>1</sup> Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Outpatient Services</b>		
Surgical Services	100%	80% after deductible
Diagnostic Services	100%	80% after deductible
Physical Therapy & Chiropractic (Subject to medical review after 10 visits)	100%	80% after deductible
Occupational Therapy	Not Covered	Not Covered
Speech Therapy — Facility and Professional (Subject to medical review after 10 visits)	100%	80% after deductible
Cardiac Rehabilitation	100%	80% after deductible
Emergency use of an Emergency Room	100%	
Non-Emergency use of an Emergency Room <sup>2</sup>	100%	\$50 copay, then 80%
Non-Emergency ER Physician Services	100%	80%
<b>Inpatient Facility</b>		
Semi-Private Room and Board	100%	80% after deductible
Maternity	100%	80% after deductible
Skilled Nursing Facility	100%	80% after deductible
Organ Transplants	100%	80% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	100%	80% after deductible
Ambulance	100%	80% after deductible
Durable Medical Equipment	100%	80% after deductible
Home Health Care	100%	80% after deductible
Hospice	100%	80% after deductible
Private Duty Nursing	100%	80% after deductible
<b>Mental Health and Substance Abuse — Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	

<sup>2</sup> The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

Benefits	Network	Non-Network
Outpatient Mental Health and Substance Abuse Services		

\*B. Medicare Reimbursement

The Board will fully reimburse those teachers who incur premium costs of Medicare payments. This reimbursement will be paid quarterly by the Board to the teacher. This provision shall not obligate the Board to pay any payroll tax charged to the teacher.

\*C. Dental Insurance

The dental insurance shall be equal to or surpass the Oasis Plan 18N and shall include a \$25 per individual per calendar year and a \$75 per family per calendar year deductible. The deductible shall not apply to diagnostic and preventative services (Class I). The carrier shall pay 100% for all diagnostic and preventative services, 80% for routine services (Class II), 60% for major services (Class III), and 60% for orthodontics (Class IV), subject to the following maximum amounts:

Orthodontics -- \$1,000 lifetime maximum per person.  
All Other Services -- \$2,500 per person per year.

The 18N plan shall be a UCR plan.

\*D. Prescription Drug Insurance

For employees electing Option B, the plan shall be via drug card with a deductible of \$5.00 for generic \$20.00 for formulary and \$30.00 for non-formulary drugs per script.

The description of the drug benefit coverage provided under Option A is set forth below.

**Suburban Health Consortium  
Independence Board of Education  
Classified (Rx Option 4)  
Preferred Prescription Drug Program<sup>1</sup>**

Benefits	CoPay	Day Supply
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	Same as Medical	
<b>Formulary Retail Program without Oral Contraceptive Coverage</b>		
Generic Co-Payment	\$10	34 days or 100 unit doses, whichever is greater
Formulary Co-Payment	\$25	
Non-Formulary Co-payment	\$35	
<b>Formulary Home Delivery Program without Oral Contraceptive Coverage</b>		
Generic Co-Payment	\$10	90
Formulary Co-Payment	\$25	90
Non-Formulary Co-Payment	\$35	90

INCLUDES Coverage Management which is Traditional Prior Authorization; Smart Prior Authorization; Preferred Drug Step Therapy; and Dose Optimization.

**EXCLUSIONS:**

- Weight-Loss Medications
- Fertility Medications
- Injectable, Implantable and Transdermal Contraceptives
- Male Erectile Deficiency (MED) Medications
- Growth Hormones
- Prescription Vitamins (except for Pre-Natal Vitamins, which are covered)
- Topical Dental Fluoride
- Provigil and Modafinil
- Accutane, for age 26 and over

**PRIOR AUTHORIZATION REQUIREMENTS:** (If not already in the Coverage Management)

- Medically Necessary Oral Contraceptives
- Retin-A, for age 26 and over

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change

the benefits listed here. The contract or certificate will contain the complete listing of covered services.

<sup>1</sup>Includes Preferred Prescriptions® Drug List: A list of drugs on the Preferred Prescriptions® formulary will be used.

\*E. Life Insurance

1. Fifty thousand dollars (\$50,000) worth of life insurance shall be provided to each teacher.
2. Part-time teachers who work three and one-half (3½) hours or more per day shall be covered by twenty-five thousand (\$25,000) worth of life insurance.
3. This coverage will include accidental death and dismemberment riders. All participating teachers shall have an opportunity to purchase an additional \$25,000 of life insurance through payroll deduction, one hundred percent (100%) teacher paid, provided the percentage participation requirements of the carrier are met.

\*F. Alternate Health Insurance

In lieu of any or all of the insurance coverages provided above, a teacher may choose to have the Board pay an amount equal to the teacher's cost for participation in a qualified health maintenance organization.

\*G. Vision Insurance

The Board will provide vision insurance. Such insurance shall provide for an examination per person every twelve (12) months. Vision insurance shall provide one pair of lenses and one set of frames per person every twelve (12) months, and for those with contacts, each covered person shall be eligible for reimbursement for each benefit year of up to \$200 to cover the cost of contact lenses. There shall be no deductible.

\*H. Plan Descriptions

All teachers shall receive a copy of the life insurance policy and complete plan descriptions for each of the insurance coverages provided.

\*I. Insurance Study Committee

An Insurance Study Committee shall be formed which is advisory to the Association and the Board. This committee shall be comprised of a minimum of three (3) and no more than five (5) administrative representatives (appointed by the Superintendent) and a minimum of three (3) and no more than five (5) Association representatives (appointed by the Association President). The parties agree that a minimum of three (3) no more than (5) representatives of the Independence Classified Employees (ICE) may be included on this committee.

The Insurance Study Committee shall meet a minimum of four times per year, with the first meeting taking place no later than September 30, 2014. Dates for subsequent meetings, ground rules and the charge of the committee will be decided then.

The purpose of the Insurance Committee is to "troubleshoot" concerns with the present insurance coverage along with obtaining information about alternative insurance concepts, plans, carriers, etc. Committee members will be provided training in insurance concepts, how to run an insurance committee and all other aspects that are relevant to the committee goals.

J. Working Spouse Coverage

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 or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification 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 or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If the employee submits false information or fail to timely advise the Plan of a change in her/his spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Plan providing benefits to which her/his spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, her/his spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage

under the Plan. If the employee submits false information, the employee may be subject to disciplinary action by the District, up to and including termination of employment.

K. Reimbursement of Spousal Insurance Premiums

The Board will reimburse the full premium cost paid by the spouse of the teacher for single coverage from the employer or retirement provider of the spouse, as required by Article XXVII (J), to a maximum reimbursement of \$850.00 per quarter. A teacher seeking such reimbursement shall submit written proof of payment for the preceding three (3) months on January 1, April 1, July 1 and October 1 of each school year. The Office of the Treasurer will issue reimbursement checks within thirty days thereafter.

ARTICLE XXVIII - PART-TIME TEACHERS\*

All part-time teachers shall be paid according to the salary schedule included as part of this Agreement. Part-time teachers shall have their salaries and premium benefits (dental, vision and hospitalization plans as contained within this Agreement) prorated based on the actual hours worked as a fraction of total time in the work day as set forth in Article XIX School Calendar, Teacher Load, and Work Days provision of this Agreement. This shall apply to present teachers. The teacher must work at least four (4) hours per day or twenty (20) hours per week in order to qualify for prorated premium payments.

ARTICLE XXIX – BUILDING CLOSINGS

In the event that the Board deems it necessary to close a school building and as a result, reassigns teachers, the following will be adhered to:

1. The Superintendent will meet with the teachers to answer questions and explain the process.
2. Movers or appropriate employees will be provided to do the actual moving of equipment and supplies between buildings.
3. The parties agree to bargain the effects of a building closing.

ARTICLE XXX – GRADE CHANGES\*

Teachers are responsible for assigning grades to the students in their classes. No change in any grade or test score assigned a student may be made without a prior conference between the teacher who assigned the grade or score and the building principal. If there is not mutual agreement to change a grade or the score assigned by the teacher, and the building principal makes a change, the building principal will provide the teacher with a written reason(s) for the change which explains the basis for the change.

ARTICLE XXXI – SMOKE-FREE ENVIRONMENT

- A. No teacher shall smoke or use tobacco products in any Independence Local School District building or in any Independence Local School District vehicle.
- B. Any violation of this Article shall subject the offending teacher to the following disciplinary procedures:

- First offense - verbal reprimand
- Second offense - written reprimand
- Third offense - suspension without pay for one (1) day
- Fourth offense - suspension without pay for three (3) days
- Fifth offense - suspension without pay for five (5) days
- Sixth offense - termination in accordance with Ohio Revised Code 3319.16.

- C. The Board and the Association will cooperate in attempting to provide information on smoking cessation programs as requested by staff.

ARTICLE XXXII – TUTORS

- A. The tutors shall have the rights and benefits contained in the collective bargaining agreement excluding the following articles:

Article X	Payroll Practice (A) only
Article XII	Teacher Nonrenewal (B) only
Article XV	Parental Leave
Article XVI	Miscellaneous Leaves (E) only
Article XIX	School Calendar
Article XX	Layoffs
Article XXIV	Salary Schedule
Article XXVII	Fringe Benefits; however, Tutors have the Option to Purchase Benefits
Article XXVIII	Part-Time Teachers
Article XXX	Grade Changes
Article XL	Interactive Distance Learning

- B. Tutors shall be paid on the following Salary Schedule:

Years	Hourly Rate
0-3	0.000644 of the BA Base
4-6	0.00075 of the BA
7+	0.000856 of the BA Base

- C. An asterisk (\*) after the article means that either the article in part or in its entirety does not apply to tutors.

ARTICLE XXXIII – HIGH SCHOOL  
IN-SCHOOL DISCIPLINE CENTER

The Board may operate a High School in-school discipline center utilizing a bargaining unit tutor to supervise the center. Each April the contract for the person filling that position will be submitted for renewal as ISDC coordinator. The provisions of Article XX, Layoffs, shall apply, provided that the ISDC coordinator is not entitled to bump or be recalled into any other teacher or tutoring position. Subject to the rules of the carrier, the ISDC Coordinator may participate in the programs set out in Article XXVII by paying, on a monthly basis, the full premium costs associated with the program(s) selected. In the event the Board is unable to hire a bargaining unit tutor for the in-school discipline center for the school year, the Board may assign an aid to that position for that school year.

So long as the incumbent coordinator is employed in that capacity, the coordinator shall have two options for compensation:

- A. pay at the BA column step 1 based on 185 days and no step advancement; or
- B. continue to pay the tutor rate as set forth above for 180-student days with the coordinator being eligible for and enrolled in single coverage in the Board's health insurance program, subject to payment of the required premium contribution for single coverage via payroll deduction. If the coordinator elects he/she may be enrolled in family coverage by paying, in addition to the single employee premium contribution, the difference between the single and family premium via payroll deduction. Under this option B if added days above the 180 days are required the coordinator shall be compensated at the appropriate tutor rate.

The incumbent coordinator annually shall choose between options A or B for the following school year through a memo submitted to the Treasurer by July 31st of each year. If no memo is submitted in a timely manner the coordinator shall be deemed to have elected option A for the following year.

ARTICLE XXXIV – JOB SHARING

- A. Job sharing shall refer to a voluntary option available for teachers to share one (1) full-time teaching position.
- B. Priority for job sharing opportunities shall be given to teachers with a greater number of total years of seniority in a job sharing partnership.
- C. The total number of job sharing teachers shall not exceed ten (10) district-wide, i.e., five (5) pairs per year.
- D. It shall be the responsibility of the teacher to find the job sharing partner. No teacher shall be required to job share.
- E. Partnerships must be formed no later than June 1 to be implemented for the following year.
- F. Teachers shall acquire one (1) year's seniority for each year of job sharing work.

- G. Job sharing partnerships must last through one (1) full school year and are subject to the approval of the Superintendent.
- H. The salary of the job sharing teacher shall be the percentage of that teacher's salary as set forth in this Agreement which represents a percentage of the job that the teacher performs. Subject to the provision below, benefits also shall be available on a pro rata basis. For example, if two (2) teachers equally share a position, each teacher will be paid 50% of the salary she/he would otherwise earn and be entitled to 50% of the total fringe benefits paid by the Board under this Agreement. Any difference between 100% paid coverage and the pro rata entitlement shall be paid by the teacher.

Where both job sharing teachers had family coverage under Article XXVII (A) in the year immediately preceding the start of the job share, the job share partners may agree in writing that one of the pair will continue on full family coverage if the other agrees to waive all health insurance coverage for that year. (Life insurance coverage shall continue to be split between the job sharing teachers.) Such election must be made in writing prior to the start of each job share year and shall be in effect for a full school year. Under the same terms family health insurance coverage may rotate at the start of the following job share year to the other teacher member of the pair.

- I. Unless there is a different agreement between the teachers and the principal, job sharing teachers at the primary building shall split the day equally, and at the middle school and high school shall divide assignments equally.
- J. When teachers are job sharing, the full-time teaching position being shared may include up to eight (8) middle school and/or high school assignments; however, these eight (8) assignments shall include no more than six (6) classroom instruction assignments. In addition to the eight (8) middle school and/or high school assignments, a job sharing teacher may be assigned a homeroom or a duty during the homeroom time period. Neither job-sharing teacher shall have more than three (3) preparations.
- K. Both job sharing teachers must attend parent conferences scheduled in accordance with Article XIX, F.
- L. Other staff will not be required to regularly assume any responsibilities of the job sharing teachers.
- M. Between them, job sharing teachers shall be responsible for performing a full-time equivalency of instructional and supervisory assignments, committee assignments, and attendance at staff meetings, team meetings, materials selection meetings, in-services, IEP meetings, etc. The job share teacher attending one of the above listed meetings shall solicit the views of her/his partner in advance of the meeting so the absent partner's views are able to be presented and shall be responsible for sharing the meeting's results with the partner. Unless circumstances require the attendance of both teachers at a particular meeting, for example certain IEP meetings or student staffings, attendance by one of the pair will satisfy this requirement.
- N. To be considered for job sharing, the interested teachers must submit a written proposal detailing how the proposed arrangement will work. This detailed proposal shall detail how their educational philosophies are compatible and how they will share a full-time equivalent load of performance responsibilities for attendance and participation in in-

service meetings, staff meetings, team meetings, material selection meetings, in-services, IEP meetings, etc.

- O. Effort and consideration will be given to treating job sharing teachers as a full-time equivalency teacher for purposes of student homeroom placement.
- P. A job sharing partnership may continue for no more than three (3) years. At the end of the three (3) year period, the partnership may continue only if the total number of allowable partnerships is not previously filled. In that event, the partnership may continue on a year to year basis, subject to the approval of the Superintendent. Upon dissolution of the job sharing partnership, the individual job sharing teacher shall be eligible to receive a full-time position in the school where she/he taught prior to job sharing if such a position is available in the school. Otherwise, seniority and certification will be used to determine her/his subsequent position with the District following dissolution of the job sharing partnership.
- Q. Any newly-employed teacher or recalled teacher hired or recalled due to a vacancy created by job sharing shall be subject to lay off upon the conclusion of the job sharing partnership. In the event a teacher was not recalled or newly hired as the result of a job sharing partnership, the dissolution of such partnership shall be treated, for purposes of layoff, as the return of the job sharing teachers from a leave of absence.
- R. Job sharing teachers shall be subject to all other provisions of this Agreement except Article XIX (School Calendar, Teacher Load and Work Days), Subsection C, (Teaching Load).
- S. For purposes of this article, "assignment" means academic instructional period or duty of the same length of time as an academic instructional period. "Preparation" means advance work done to instruct distinctly different courses as described in the course of study.

#### ARTICLE XXXV -- WELLNESS PROGRAM

During the fall of each school year the Board shall provide for flu shots to be given to teachers, at no cost to the teachers, at a designated location in the school district.

#### ARTICLE XXXVI -- FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

##### A. Eligibility

- 1. An eligible teacher may take up to twelve (12) work weeks of unpaid leave ("FMLA leave") in any school year (August 1 through July 31), for one (1) or more of the following circumstances:
  - a. the birth of a teacher's child and to care for the child up to age one(1) ;
  - b. the placement of a child with a teacher for adoption or foster care, up to a twelve (12) month period after the placement;
  - c. to care for an immediate family member (spouse, child, or parent) of a teacher when that family member has a serious health condition;

- d. the teacher's inability to perform the functions of the position because of the teacher's own serious health condition.
2. To be eligible for FMLA Leave, the teacher must:
- a. have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
  - b. have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA leave.

B. Serious Health Condition - Defined

1. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
- a. *Inpatient care* (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility including any period of *incapacity* (defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom), or any subsequent treatment in connection with such inpatient care
  - b. *Continuing treatment* by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
    - (1) A period of incapacity of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
      - (a) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services;
      - (b) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;
    - (2) Any period of incapacity due to pregnancy, or for prenatal care.
    - (3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
      - (a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
      - (b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

- (c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy. etc.)
  - (4) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. (Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.)
  - (5) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
2. Treatment for purposes of paragraph 1 of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications (e.g., aspirin), or bed-rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
  3. Conditions for which cosmetic treatments are administered are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this section are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.
  4. Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.
  5. Absences attributable to incapacity under paragraphs B 1 b (2) and (3) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. (Examples: an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay

home when the pollen count exceeds a certain level; a pregnant employee may be unable to report to work because of severe morning sickness.)

6. "Health care provider" is defined as:
  - a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices;
  - b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
  - c. Nurse practitioners and nurse-midwives who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
  - d. Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.
7. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required. Treatments for allergies or stress, or for substance abuse, are serious health conditions if all the conditions of the regulation are met. Prenatal care is included as a serious health condition. Routine preventive physical examinations are excluded.
8. In cases in which the Board employs both the husband and wife, the total amount of FMLA leave for the couple for the birth or placement of a child or to care for an ill parent (not "parent-in-law") is limited to a total of twelve (12) weeks. Where the husband and wife both use a portion of the total twelve (12) week FMLA leave entitlement for one (1) of the reasons in this paragraph, the husband and wife would each be entitled to the difference between the amount he or she has taken individually under this paragraph and twelve (12) weeks for FMLA leave for a purpose other than those contained in this paragraph.
9. FMLA does not limit or enlarge entitlement to paid or unpaid leave for which a teacher is otherwise eligible under the Agreement.

C. Notice

1. The teacher shall provide the Superintendent or his/her designee with written notice no fewer than thirty (30) calendar days prior to taking unpaid FMLA leave for the birth or placement of a child when the teacher's need for leave is foreseeable.
2. Whenever unpaid FMLA leave is necessitated by the serious health condition of the teacher or her/his family member and is foreseeable based upon planned medical treatment, the teacher shall provide the Superintendent or his/her designee, not less than thirty (30) calendar days prior to the requested leave

commencing, with written certification (FMLA Form 1 or 2, Appendices H & I) issued by a health care provider to support her/his request for leave.

If a teacher requires intermittent leave or a reduced work schedule as set forth below, the teacher shall provide the Superintendent or his/her designee, not less than thirty (30) calendar days prior to commencing the modified work schedule, with written certification (FMLA Form 3, Appendix J) issued by a health care provider to support his/her request for leave so long as the need for leave is foreseeable.

3. If the teacher's need for leave is not foreseeable, notice must be given as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. It is expected that a teacher will give notice to the Superintendent or his/her designee within one (1) or two (2) working days of learning of the need for leave, except in extraordinary circumstances. The teacher should provide notice to the Superintendent or his/her designee either in person or by phone, telegraph, facsimile ("fax") machine or other electronic means. Notice may be given by the teacher's representative (e.g., a spouse, family member, or other responsible party) if the teacher is unable to do so personally.

D. Calculation of Total Unpaid/Paid FMLA Leave

1. The Board shall require that paid sick leave taken under Article XVII of the Agreement shall be counted as FMLA leave if (1) the reasons for taking it qualify as FMLA reasons and (2) if the teacher had been notified by the Superintendent or his/her designee while on paid sick leave that this leave would be counted as FMLA leave.
2. Where a teacher has earned paid sick leave days, this paid leave shall be substituted, at the teacher's request, for all or part of any unpaid FMLA leave taken to care for an immediate family member or for the teacher's own serious health condition.
3. When a teacher utilizes sick leave for a reason that the Board believes to be a "serious health condition" (that of the teacher or of an immediate family member), the teacher will be notified in writing by the Board that said sick leave days count toward his/her annual FMLA leave entitlement. If the teacher does not believe his/her leave meets the criteria of a "serious health condition", the teacher must notify in writing the Superintendent or his/her designee within fourteen (14) calendar days of receiving the notice and shall explain why his/her sick leave use does not meet the criteria of a "serious health condition." Unless the teacher again hears from the Superintendent or his/her designee on this specific situation, the Superintendent or his/her designee will correct the personnel files to reflect that said sick leave use shall not also be considered to be FMLA leave. If the teacher does not notify in writing the Superintendent or his/her designee within fourteen (14) calendar days, the correction will not be made.

E. Intermittent Leave and Reduced-Work Schedule

1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include

leave of periods from an hour or more to several weeks. Reduced-work schedule means a leave schedule that reduces the usual number of hours per work week, or hours per work day of the teacher. Examples of intermittent leave and/or reduced-work schedule leave would include leave taken on an occasional basis for medical appointments related to a serious health condition of the teacher's or that of an immediate family member's, or leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy.

2. When medically necessary, a teacher may take intermittent FMLA leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the teacher has a serious health condition. The teacher shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
3. Where FMLA leave is taken because of birth or placement for adoption or foster care, a teacher may take leave intermittently or on a reduced leave schedule only if the Board agrees.
4. Where a teacher who is principally employed in an instructional capacity requests intermittent FMLA leave or FMLA leave on a reduced work schedule, and where the teacher would be on FMLA leave for more than 20% of the total number of working days over the period during which the FMLA leave would extend, such teacher must elect either:
  - a. to take FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment; or
  - b. to transfer temporarily to an available alternative position offered by the Board for which the teacher is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that this alternate position better accommodates recurring periods of leave than the regular employment position of the teacher.

F. Leave Near End of Semester

1. If a teacher begins any unpaid FMLA leave more than five (5) weeks prior to the end of a semester, the Board may require the teacher continue taking leave until the end of the semester, if:
  - a. the leave is of at least three (3) weeks duration, and
  - b. the return to employment would occur during the three (3) week period before the end of the semester.
2. If a teacher begins unpaid FMLA leave for purposes of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences five (5) weeks prior to the end of the semester, the Board may require the teacher to continue taking unpaid FMLA leave until the end of the semester, if:
  - a. the unpaid FMLA leave is of greater than two (2) weeks duration, and

- b. the return to employment would occur during the two-week period before the end of the semester.
3. If a teacher begins unpaid FMLA leave because of the birth or placement of a child or in order to care for a spouse, child for a serious medical condition during the period that commences three (3) weeks prior to the end of the semester and the duration of the unpaid FMLA leave is greater than five (5) working days, the Board may require the teacher to continue to take leave until the end of the semester.
4. When a teacher is required to take leave until the end of a semester and the teacher's leave entitlement under unpaid FMLA ends before the involuntary leave period is completed, the Board is required to maintain health benefits and must restore the teacher and provide other FMLA entitlements when the period of leave ends.

G. Medical Opinion

1. **Additional Certifications:** For unpaid FMLA leave the Board retains the right, at its own expense, to require the teacher to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the initial certification provided by the original health care provider, the Board may request, at the Board's expense, the teacher to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The teacher and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the teacher does not attempt in good faith to reach agreement, the teacher will be bound by the second certification.
2. **Subsequent Recertification:** The Board may request recertification, at its own expense, at any reasonable interval but not more often than every thirty (30) calendar days unless
  - a. The teacher requests an extension of leave
  - b. Circumstances described by the original certification have changed significantly (duration of illness, nature of illness, complications)
  - c. The board receives information that casts doubt upon the continuing validity of the certification
  - d. When the teacher is unable to return to work after FMLA leave because of the continuation, recurrence, or onset of a serious health condition

H. Benefits

The Board shall maintain coverage under the group health plan for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the teacher had continued to work and not taken leave. These group health plans include hospitalization, major medical, dental, and prescription drug. The teacher may opt to continue the life insurance coverage, but payment of the life insurance premium will be at

the teacher's own expense. Payment of the teacher's required contribution toward the premium (if any) is due the first day of each month. Failure to make payment within thirty (30) calendar days will result in termination of coverage during the unpaid FMLA leave. The teacher shall not accrue seniority, sick leave or any other employment benefits during the unpaid FMLA leave.

I. Return to Work

1. When a teacher is medically able to return to work after a serious health condition for unpaid FMLA leave, she/he shall provide the Board with a statement from her/his health care provider (FMLA Form 4, Appendix K) that the teacher is able to resume the job functions for her/his position.
2. Upon return from unpaid FMLA leave, the Board shall restore the teacher to the position he/she held when the leave commenced, or to an equivalent position with equal employment benefits, pay and other terms and conditions of employment.
3. A teacher has no greater right to reinstatement or to other benefits and conditions of employment than if he/she had been continuously employed during the FMLA leave period. (In other words, if the Board conducts a Reduction-in-Force [RIF] during the teacher's leave period, the Board may deny the teacher reinstatement if his/her position was one of the ones affected by the RIF.)
4. Should a teacher not return to work at the end of the unpaid FMLA leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the teacher's control, the teacher shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period. A teacher shall be required to support her/his claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification (FMLA Form 1, Appendix H) from the teacher's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA leave. In order to avoid having to reimburse the Board for premiums, the teacher must return to work for thirty (30) days unless precluded from doing so by Board action.

J. Inconsistencies Between the Agreement and FMLA

All terms which are not defined specifically in this Agreement shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993 and its implementing regulations. If there are any inconsistencies between this Section and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

## ARTICLE XXXVII - COMMUNICATIONS COMMITTEE

The Board and the Association agree to establish a Communications Committee. The purpose of this committee is to maintain open communication between the administration and the Association's bargaining unit. The committee membership shall be determined on a yearly basis by the Association President and the Superintendent. Items brought to the Communications Committee must involve more than one building in the District and/or a building issue that was not solved at the building level. The Communications Committee will meet at least four (4) times in a calendar year and a schedule of the meetings shall be determined jointly by the Association President and the Superintendent at the beginning of the school year. The meetings may be cancelled or rescheduled by mutual agreement of the Superintendent and the Association President.

## ARTICLE XXXVIII – INDEPENDENCE PROFESSIONAL DEVELOPMENT COMMITTEE

A. In compliance with Ohio Revised Code 3319.22, the Independence Professional Development Committee (IPDC) is hereby created to administer the professional development of all educators employed by the Independence Local School District, according to the provisions of this Article.

B. Committee Composition

1. The IPDC shall be comprised of five members: three teacher representatives and two administrative representatives. At least one of the administrative representatives shall be a building administrator.
2. The teacher representatives shall be selected by the Association; the administrative representatives shall be selected by the Superintendent. The preference of the parties is that one of the teacher representatives shall be from the elementary level, one from the middle school level, and one from the high school level. The Association will take this preference into consideration when making its selection of teacher members on the IPDC, but is not bound to selecting a teacher from each level.
3. During the initial period, one teacher member shall have a one (1) year term, one teacher member shall have a two (2) year term and one teacher member shall have a three (3) year term. During the initial period, one administrative member shall have a two (2) year term and one administrative member shall have a three (3) year term. Thereafter, all IPDC members shall have three (3) year terms.
4. When an administrator's Professional Development Plan is being considered, the Superintendent will appoint an additional administrator to the IPDC and one teacher member of the IPDC will not participate in the process.

C. Committee Procedures

The IPDC shall adopt rules and forms as may be appropriate in order to conduct the business of the IPDC.

D. Compensation

For work outside the regular teacher work day, members of the IPDC shall be compensated for services as members of the IPDC at an hourly rate equal to .0007 of the BA base.

E. Training

IPDC members shall be afforded the opportunity to attend training related to the performance of their duties as members of the IPDC, subject to the Superintendent's approval. When such training occurs during the regular work day, release time shall be granted.

F. Decisions of the IPDC Not Grievable

No decision of the IPDC or the IPDC appeals process (any and all steps) is grievable.

ARTICLE XXXIX – ENTRY YEAR PROGRAM

**Resident Educator Program**

This article will adhere to the requirements of the ORC. 3301-24-04: Teacher Residency

**Definitions**

"Mentor" - a member of the bargaining unit volunteering and selected to provide professional support to an individual within the first four years of employment under a classroom teaching certificate/license or an educational personnel certificate.

"Resident Educators" - a member of the bargaining unit in the first four years of employment under a classroom teaching or educational personnel certificate/license.

Any member of the bargaining unit who meets the selection criteria and wishes to be part of the Mentor Teacher pool shall make his/her interest known to the Curriculum Director or designee.

**Criteria for Selection**

The applicant/nominee must have a minimum of five (5) consecutive years of teaching experience.

The applicant/nominee must have demonstrated a rating of skilled or higher on their teaching performance and must be willing to waive, for purposes of this procedure only, the confidentiality of performance evaluations, in order for the screen committee to review the applicant/nominee's evaluations.

The applicant/nominee must hold a valid 5-yr. professional license or 2-yr. provisional that has been renewed two or more times and should currently be teaching in the same area of certification as the Resident Educator where possible. If such an applicant/nominee is not available, the committee will waive these criteria so that the Resident Educator will have a mentor who meets the other criteria listed in this section.

The applicant/nominee must have completed Instructional Mentoring and Resident Educator 1 Training.

The applicant/nominee must have the ability to maintain confidentiality.

Once mentors have been selected, they shall be assigned to mentees in their area of certification and buildings. Should no mentor be available in any area of certification, the committee shall assign a mentor from another area of certification. This may result in a mentor being assigned to a mentee from a different building.

**Responsibilities** - The Mentor Teacher, in concert with the Resident Educator, shall follow the program of professional support for the Resident Educator as legislated by OAC 3301.24.04. The mentor and mentee shall be provided coordinated release/planning time in order to obtain the support for professional growth and in order to successfully complete the entry year program. Said release time shall be up to four (4) days collectively between the mentor and mentee to divide up as they see fit. Such days may be one-half (1/2) or all-day increments.

**Resident Educator Training** - Mentor teachers shall be provided with the following:

An orientation to mentoring responsibilities;

Training in knowledge and skills necessary to perform mentoring responsibilities, i.e., Instructional Mentoring and Resident Educator 1 Training

Opportunities to consult with and otherwise assist the assigned Resident Educator person or persons on a regular basis, with adequate time within instructional day allocated for such consultation and assistance. There can be up to nine (9) such consultations per school year, approved by the Superintendent.

#### Restrictions

A program of professional support mutually developed by the mentor teacher and Resident Educator shall not be developed or utilized as a part of the evaluation process.

No mentor teacher shall participate in any informal or formal evaluation of a Resident Educator, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of a Resident Educator.

All interaction, written or oral, between the mentor teacher and the Resident Educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor teacher shall constitute grounds for immediate removal from this role as mentor teacher.

Unless mutually agreed upon, no mentor teacher shall be assigned to more than one year (1) Resident Educator teacher at a time during a school year.

A mentor teacher may be assigned to a cohort of Resident Educators in years two (2), three (3), or four (4).

#### Protections

Other than a notation to the effect that a teacher has served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that teacher's evaluation or any other employment decisions.

Not later than six weeks after the initiation of the Resident Educator Program, the mentor teacher may exercise the option of being relieved of a mentoring assignment.

No mentor teacher shall be involved in the teacher evaluation process.

Training for all affected parties must address legal, contractual and professional confidentiality issues.

Compensation - The mentor teacher shall be compensated in the following manner:

Each mentor assignment shall be paid a stipend of .03 of the BA base. Payments will be made in the same manner as set forth in Article XXV, Section D1. If the assignment does not last the entire year, compensation will be prorated for the year.

#### ARTICLE XL – PROGRAM DEVELOPMENT AND IMPLEMENTATION

##### A. New Program Implementation Procedure

###### 1. Initial Concept Modification Presentation

If a part of a building staff and administration want to explore a modification in the structure of the school day which could result in a modification of Article XIX, or a new program which could have impact on other Agreement provisions, an initial concept for change will be presented to the building faculty. Prior to presenting the matter to the faculty for a preliminary vote, the principal and the Association representatives will advise the Superintendent's office of the modification to be explored.

###### 2. Superintendent's Approval

a. Presentation for a preliminary building faculty vote will occur only after approval of the exploration has been received from the Superintendent's office, which approval will be conditioned on the potential impact of the modification on other District facilities and District priorities, financial resources required, etc.

b. In the event approval of the Superintendent is not received, the Superintendent shall advise the proponents of her/his decision and offer suggestions for change in the concept/proposal which might enhance the possibilities for acceptance of the modification.

###### 3. Faculty Vote

Formal exploration will commence upon receipt of an affirmative vote by secret ballot of the Association's bargaining unit members in that building (including traveling and part-time teachers) and administration in that building of at least sixty percent (60%) to explore changes. Part-time teachers shall receive a pro-rata vote. One Association representative and one administrative representative from that building shall conduct the election and count the ballots.

## B. Problem-Solving Process

### 1. Interests

In utilizing the problem-solving process, the building faculty and administration will, at a minimum, consider the following interests in working toward a resolution:

- a. Provide people who are affected by the solution with the opportunity to participate in the process, including provision for community participation to help insure community acceptance of any solution.
- b. Involve as participants representatives of central office in the full process.
- c. Consider the needs of the learner and allow curriculum to be driven by student needs.
- d. Improve student learning and achievement and in assessing that prospect consider current professional research and reported outcomes on similar modifications.
- e. Allow staff choices for implementation of curriculum/instructional strategies.
- f. Consider equity in work load and impact on staff morale.
- g. Maximize efficient use of school time for both staff and students; minimize disruptions in the school day.
- h. Provide for adequate planning time and for coordination of class schedules and course offerings.
- i. Consider job security and impact on other buildings.
- j. Explore the need for and provide staff with strategies to assist in any transition.
- k. Build in flexibility to make changes in the future, including a vehicle to review the results of any changes.
- l. Consider the financial resources of the District and the impact of any scheduling/structure change on these resources and other needs of the District.

### 2. Criteria

When the building faculty and administration are weighing potential solutions, at a minimum the following criteria/questions will be considered.

- a. Is the solution a) acceptable, b) fair, c) legal, d) simple, e) workable, f) cost effective, g) flexible, h) mutually beneficial, and
- b. Does the proposed solution strongly suggest that improved student learning will result?

C. Implementation Requirements

1. Any solution that meets the above criteria and receives the support of at least eighty percent (80%) of the building faculty and administration (voting by secret ballot using the process described in A3 above) will be implemented for the succeeding school year, subject to approval of the bargaining teams as set forth below.
2. In the event a potentially viable solution does not receive support of eighty percent (80%) of the combined building faculty and administration when initially presented taking into account the weighted input of part-time staff, the group has flexibility to build upon that potentially viable solution and re-determine whether it has received the support of at least eighty percent (80%) of the building faculty and administration.

D. Compliance with Negotiated Agreement

1. Before implementation of any solution that impacts on any written provision of the Agreement (including, but not limited to, school calendar, work day, lunch, planning and conference time, student contact time, class size, salary, and staff meetings), the solution shall be presented to the negotiating teams and will be subject to the negotiations process set forth in the Agreement.
2. If the negotiating teams representing the Board and Association cannot agree on the proposed solution within thirty (30) days after presentation of the proposed solution, the schedule will remain intact or the new program will not proceed. The building faculty will have the opportunity to resolve the negotiation team's concerns and revise accordingly, subject again to bargaining team approval which is required before implementation of any scheduling change or new program which requires a change in Agreement provisions.

ARTICLE XLI – CERTIFICATES/LICENSES

- A. Each presently-employed teacher is encouraged to maintain and expand certificates/licenses presently held.
- B. Each teacher hired after July 1, 1998, is required to maintain all certificates/licenses held at the time of hiring. Furthermore, each teacher hired after July 1, 1998, is encouraged to expand the certificates/licenses held at the time of hire.
- C. Each teacher shall be provided by the Board, on an annual basis, a listing of the certificates/licenses he/she holds.

D. Reassignment

1. By March 15th, each teacher who is going to be reassigned in an area outside of the certificate/license area in which he/she has been teaching or outside of the area he/she has been teaching under a comprehensive certificate/license, shall be notified of such reassignment.

2. If the teacher requests it, the Board shall pay for appropriate "refresher training" as mutually determined by the teacher and building principal for the teacher who has been reassigned outside of the area he/she had been teaching under a comprehensive certificate/license or outside of the certificate/license area he/she had been teaching.
3. During the first year of reassignment, the Board may provide a teaming opportunity for the teacher who has been reassigned.

#### ARTICLE XLII – INTERACTIVE DISTANCE LEARNING

- A. An Interactive Distance Learning (IDL) teacher is one presenting an entire course for student credit, through IDL technology, involving remote sites. Only teachers of the district can teach student-credit IDL courses originating in this district.
- B. No teacher shall lose his/her job or have his/her hours reduced as a result of the implementation of IDL.
- C. Assignments to IDL courses shall be made on a semester/yearly basis and must be mutually agreed to by the teacher and the originating site district.
- D. The originating district shall determine the course of study for each IDL course offered. Each IDL teacher shall be solely responsible for the content, material selection, instruction, testing, and evaluation of students at the originating site and at all remote sites.
- E. Behavior, discipline, and supervision of students at IDL remote sites shall be the responsibility of the remote site district.
- F. IDL teachers shall be responsible for setting up and using the equipment according to training guidelines. Installation and major maintenance of IDL equipment shall be the responsibility of the originating district and shall be done in a timely manner.
- G. Videotapes of an IDL course may be used for make-up work for all students enrolled in that IDL course. Remote sites are responsible for their students' make-up work.
- H. Videotapes of IDL courses are the property of the originating site district. If the originating site teacher requests it within five (5) days of the presentation, he/she shall receive a copy of his/her presentation at no cost.
- I. The evaluation of a teacher who teaches an IDL course(s) shall be in accordance with the evaluation process contained in the Agreement. All observations/evaluations shall require the physical presence of the evaluator. No observations or evaluations for the purpose of professional improvement or renewal or non-renewal of the teacher's contract shall be done or conducted by electronic means.
- J. The class size of an IDL course shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Because of the technology involved and because not all students are on site, total class size, including students at the originating site and those at the remote sites, shall not exceed twenty-five (25) students per teacher in no more than one

(1) originating and three (3) remote locations unless there is agreement of the originating site teacher. Students at the remote sites shall not exceed the number of stations.

- K. Each IDL teacher shall prepare and videotape in advance a minimum of two "stand alone" class presentations to be used in the event of the absence of the IDL teacher.
- L. Course offerings with the Independence Local School District as the IDL originating site shall be limited to: (1) courses that are not in the existing curriculum OR (2) classes in the existing curriculum that are not being offered due to insufficient student enrollment OR (3) classes in the existing curriculum that are being offered but have very low student enrollment. If a course has not been in the existing curriculum and is offered through IDL from a remote site, students may enroll in that course. However, in subsequent years, the course cannot be offered through IDL if: (1) a teacher(s) on staff who is certificated/licensed to teach the course provides written notice of interest in teaching the course by December 15th and, (2) there is sufficient student enrollment.
- M. If the Independence Local School District is the originating site district, each teacher who is teaching a full-year IDL course shall have either: (1) an additional preparation period daily or its time equivalent for the first year he/she teaches on the IDL network or (2) compensation of .108 of the BA base salary for the first year he/she teaches on the IDL network. The additional preparation time or compensation shall be pro-rated for IDL courses that are not a full year in length. Whether the teacher is given additional preparation time or compensation is determined by the administration.
- N. Initial and on-going training regarding IDL shall be made available to each teacher who will be teaching an IDL course. Each teacher participating in administration-approved training outside the normal school day/school year shall be compensated at .0007 of the BA base per hour.
- O. If an IDL teacher presents an IDL course outside of the normal school day or normal school year, he/she shall be compensated at a pro rata amount of his/her normal daily rate of pay.
- P. During a teacher's first year of teaching an IDL course, observations and/or evaluations of the teacher's IDL teaching shall have no adverse effect on the teacher's employment status with the Board. This provision has no bearing on the evaluation of the teacher's other classes.
- Q. An originating site district teacher who may be required to use his/her personal automobile to travel between sites or to other meetings regarding IDL shall be reimbursed for his/her allowable mileage at the IRS mileage rate.

## ARTICLE XLIII — LONG-TERM SUBSTITUTES

- A. A long-term substitute shall be in the Association's bargaining unit on either: (1) the sixty-first (61st) consecutive day of employment in the same assigned position or (2) from the first day the Board reasonably anticipates that the position will be for at least sixty (60) consecutive work days.
  - 1. Under normal circumstances, the Board's "reasonable anticipation" shall be based on receiving, in writing from the teacher on leave, notification that the teacher on leave will not be returning to work for at least sixty (60) work days.
  - 2. If a person is a long-term substitute under the second reason listed in A. above (i.e., from the first day the Board reasonably anticipates that the position will be for at least sixty (60) consecutive work days), that person's employment may be ended by the Board within his/her first twenty (20) work days, as long as said cessation of employment occurs before the sixty-first (61st) consecutive day of employment.
    - a. Said employment cessation may be for any reason (which the Board does not have to divulge to the affected person) and said employment cessation is not grievable.
    - b. The Association President shall be notified if the employment of a long-term substitute is ended within his/her first twenty (20) work days.
- B. The employment of a long-term substitute shall be for the period specified in his/her contract of employment or until the teacher on leave (for which the long-term substitute is substituting) returns to work.
- C. A long-term substitute, regardless of length of service during the school year or during any particular assignment, shall not be entitled to any notice of non-reemployment and his/her employment with the Board shall automatically expire at the end of his/her contract or upon return of the teacher on leave.
- D. Neither the provisions of Article XII (Teacher Evaluation and Non-renewal) nor the provisions of either Section 3319.11 or 3319.111 of the Ohio Revised Code shall apply to long-term substitutes.
- E. Neither the provisions of Article XX (Layoffs) nor the provisions of Section 3319.17 of the Ohio Revised Code shall apply to long-term substitutes.
- F. A long-term substitute may be in the position of long-term substitute for no more than three (3) successive years.
- G. A person employed as a long-term substitute shall be placed on Step 1 of the Salary Schedule and shall be placed on the educational column commensurate with his/her educational background.
  - 1. If the same person is a long-term substitute the next school year (in either the same or a different assignment), he/she shall be placed on Step 2 of the Salary

Schedule and shall be placed on the educational column commensurate with his/her educational background.

2. If the same person is a long-term substitute during the third school year (in either the same or a different assignment), he/she shall be placed on Step 3 of the Salary Schedule and shall be placed on the educational column commensurate with his/her educational background.

H. Long-term substitutes are not eligible to participate in the sick-leave pool provisions of the Agreement.

#### ARTICLE XLIV – DONATION OF SICK LEAVE DAYS

A. If a teacher is currently absent for thirty (30) consecutive days or more due to a catastrophic or long term illness or accident of the teacher, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, another teacher with the same or higher per diem rate at the time of the donation may donate up to five (5) days of his/her accumulated sick leave to the sick leave pool. The requirement of thirty (30) consecutive days of sick leave absences may be waived in extraordinary circumstances at the discretion of the Superintendent. For purposes of this article, the term "catastrophic or long term illness or accident" shall include only those illnesses, injuries or accidents which are calamitous in nature, constituting a great misfortune. Examples of a catastrophic diagnosis include, but are not limited to the following:

- Accident resulting in multiple fractures or amputation of a limb
- AIDS
- ALS (Amyotrophic Lateral Sclerosis)
- Cancer
- Cerebral Palsy, Muscular Dystrophy
- Condition causing paralysis
- Hemophilia
- Mental Illness (requiring hospitalization)
- Rare disease
- Severe burn involving over 20% of the body
- Severe head injury requiring hospitalization
- Severe internal injuries
- Spinal cord injury
- Stroke or cerebrovascular accident
- Non elective, doctor mandated surgery
- Complications related to pregnancy threatening life of mother or child

B. No teacher may receive more than an aggregate of thirty (30) donated sick leave days in any one (1) school year. This thirty (30) day limit may be waived in extraordinary circumstances at the discretion of the Superintendent.

C. The teacher may apply to use the Sick Leave Pool using the form found as Appendix K.

D. Donation of sick leave days shall be initiated by a teacher on a form found as Appendix L at the beginning of each school year. If the Superintendent believes the sick leave pool is or will soon be depleted, additional contributions may be solicited.

- E. Donated sick leave days shall be added to the accumulated sick leave days of the absent teacher and deducted from the accumulated sick leave days of the donating teacher.
- F. Donated sick leave shall not be considered as sick leave use for purposes of merit incentive for attendance payments.

#### ARTICLE XLV – EFFECTS AND DURATION OF AGREEMENT

A. Waiver of Negotiations

This Agreement incorporates the entire understanding of the parties. Except as otherwise specifically noted in this Agreement or as required by O.R.C. 4117, during the term of this Agreement neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement.

B. No Strike Clause

The Association and any and all teachers shall not cause, engage in, or sanction any strike, slowdown, or such work stoppage for the term of this Agreement.

C. Conflict with Law

If any provision of this contract or any application of this contract to any teacher or group of teachers shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications shall continue in full force and effect. The contract itself will remain in full force and effect for its duration; however, upon request of either party, the parties will meet within ten (10) days for the purpose of re-negotiating only the provision(s) found to be contrary to law.

D. Amendment Procedure

If the parties amend this Agreement, the amendment shall be reduced to writing and properly signed and ratified by each party.

E. Entire Agreement Clause

This contract supersedes and cancels all prior contracts, verbal or written, express or implied.

F. Duration

The terms of this Agreement shall be effective August 1, 2014 and shall extend through July 31, 2017 following ratification by the Association and approval by the Board.

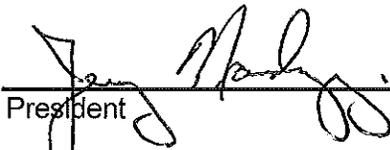
BOARD OF EDUCATION

ASSOCIATION

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
President

BARGAINING TEAM MEMBERS

Eric Koehler  
Steve Marlow  
Jerry Narduzzi  
Mike Hanna  
Ben Hegedish

BARGAINING TEAM MEMBERS

Joseph Durny  
Nichole Lee  
Mel Termini  
Kris Paulus  
Don Holub OEA

Memorandum of Understanding

Student Growth measures as defined by the OTES subcommittee shall not be used in any decision concerning the retention, promotion, removal reduction or recall of any teacher until three evaluation cycles have been completed and include three consecutive years of SGM data.

A subcommittee of the OTES committee comprised of two members from IEA, chosen by the Association President, and two employees from the administration chosen by the Superintendent shall meet by April 20, 2014 to begin to finalize the language based upon the work done by the OTES committee and the language presented by the IEA during the 2014 negotiations.

The subcommittee shall submit its written report and recommendations to the Superintendent and Association President not later than May 30, 2014. The Superintendent and Association president and subcommittee shall make adjustments as they deem appropriate and submit the final standard-based evaluation for adoption by the Board and ratification by the Association not later than July 31, 2014.

The OTES committee will schedule future meetings in the 2014-2015 school year to discuss any changes to the standard-based evaluation. Agreed upon changes shall be submitted in a written report with recommendations to the Superintendent and Association President. The Superintendent, Association President and the OTES committee shall make adjustments as they deem appropriate and submit the final standard-based evaluation for adoption by the Board and for ratification by the Association.

X \_\_\_\_\_  
Steve Marlow, Superintendent, Date  
Independence Local School District

\_\_\_\_\_  
Date

X  \_\_\_\_\_  
Joseph Durny, President, Date  
Independence Education Association

\_\_\_\_\_  
Date

APPENDIX A - GRIEVANCE FORM

1. GRIEVANT \_\_\_\_\_
2. SCHOOL \_\_\_\_\_ PRINCIPAL \_\_\_\_\_
3. DATE GRIEVANCE OCCURRED \_\_\_\_\_
4. DATE OF INFORMAL MEETING \_\_\_\_\_
5. DATE OF INFORMAL DISPOSITION \_\_\_\_\_
6. DATE OF FORMAL FILING AT STEP I \_\_\_\_\_
7. DATE OF FORMAL FILING AT STEP II \_\_\_\_\_
8. DATE OF FORMAL FILING AT STEP III \_\_\_\_\_
9. DATE OF FORMAL FILING AT STEP IV \_\_\_\_\_
10. STATEMENT OF GRIEVANCE: (Specific Article/Section of Agreement alleged to be violated):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. ACTION REQUESTED:  
\_\_\_\_\_  
\_\_\_\_\_

THE ABOVE STATEMENT(S) ARE TRUE FACTS TO THE BEST OF MY KNOWLEDGE.

DATE: \_\_\_\_\_ SIGNED \_\_\_\_\_  
Grievant

DATE: \_\_\_\_\_ SIGNED \_\_\_\_\_  
Principal/Superintendent

THE PRINCIPAL'S/SUPERINTENDENT'S SIGNATURE ON THIS FORM INDICATES ONLY THAT HE/SHE HAS READ AND RECEIVED A COPY OF THIS GRIEVANCE.

Appendix B - GRIEVANCE DECISION FORM

1. DISPOSITION OF: (Check one)

- FORMAL STEP I
- FORMAL STEP II
- FORMAL STEP III

2. DISPOSITION RESPONSE:

---

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THE ABOVE STATEMENTS AND FACTS ARE TRUE TO THE BEST OF MY KNOWLEDGE

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Respondent

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Grievant

THE GRIEVANT'S SIGNATURE ON THIS FORM ACKNOWLEDGES ONLY THAT HE/SHE HAS READ AND RECEIVED A COPY OF THIS DISPOSITION RESPONSE.

Where decision requires additional space, attach pages as necessary.

APPENDIX C-1 - CREDENTIALLED EMPLOYEES  
SALARY INDEX 2014-2015 SCHOOL YEAR

2% RAISE ON BASE ABOVE FY 2013-2014

YEARS	INDEX	BA 1	BA +2 1.035	Ba +24 1.07	INDEX	MA 1.12	MA+18 1.16	MA+27 1.2	MA+36 1.24	MA+54 1.28	PH.D. 1.322		
1	1	39,603	40,989	42,375	1	44,355	45,939	47,524	49,108	50,692	52,355		
2	1.055	41,781	43,167	44,553	1.055	46,534	48,118	49,702	51,286	52,870	54,533		
3	1.11	43,959	45,345	46,732	1.11	48,712	50,296	51,880	53,464	55,048	56,711		
4	1.165	46,137	47,524	48,910	1.165	50,890	52,474	54,058	55,642	57,226	58,890		
5	1.22	48,316	49,702	51,088	1.22	53,068	54,652	56,236	57,820	59,405	61,068		
6	1.275	50,494	51,880	53,266	1.275	55,246	56,830	58,414	59,999	61,583	63,246		
7	1.33	52,672	54,058	55,444	1.33	57,424	59,008	60,593	62,177	63,761	65,424		
8	1.385	54,850	56,236	57,622	1.385	59,603	61,187	62,771	64,355	65,939	67,602		
9	1.44	57,028	58,414	59,801	1.44	61,781	63,365	64,949	66,533	68,117	69,780		
10	1.495	59,206	60,593	61,979	1.495	63,959	65,543	67,127	68,711	70,295	71,959		
11	1.55	61,385	62,771	64,157	1.55	66,137	67,721	69,305	70,889	72,473	74,137		
12	1.605	63,563	64,949	66,335	1.605	68,315	69,899	71,483	73,068	74,652	76,315		
13	1.66	65,741	67,127	68,513	1.66	70,493	72,077	73,662	75,246	76,830	78,493		
14	N/A				1.715	72,672	74,256	75,840	77,424	79,008	80,671		
15	N/A				1.77	74,850	76,434	78,018	79,602	81,186	82,849		
16	N/A				1.825	77,028	78,612	80,196	81,780	83,364	85,028		
17	N/A				1.88	79,206	80,790	82,374	83,958	85,542	87,206		
NOTATION	2.50%	18	\$66,732	\$68,118	\$69,504	2.00%	18	\$79,999	\$81,583	\$83,167	\$84,751	\$86,335	\$87,999
NOTATION	5.00%	21	\$67,722	\$69,108	\$70,494	4.00%	21	\$80,791	\$82,375	\$83,959	\$85,543	\$87,127	\$88,791
NOTATION	7.50%	23	\$68,712	\$70,098	\$71,484	6.00%	24	\$81,583	\$83,167	\$84,751	\$86,335	\$87,919	\$89,583
NOTATION	10.00%	25	\$69,702	\$71,088	\$72,474	8.00%	26	\$82,375	\$83,959	\$85,543	\$87,127	\$88,711	\$90,375
NOTATION	12.50%	27	\$70,692	\$72,078	\$73,464	10.00%	28	\$83,167	\$84,751	\$86,335	\$87,919	\$89,503	\$91,167
NOTATION	N/A				12.00%	30	\$83,959	\$85,543	\$87,127	\$88,711	\$90,295	\$91,959	

APPENDIX C-2 - CREDENTIALLED EMPLOYEES  
SALARY INDEX 2015-2016 SCHOOL YEAR

2% RAISE ON BASE ABOVE FY 2015-2016

YEARS	INDEX	BA 1	BA +2 1.035	Ba +24 1.07		INDEX	MA 1.12	MA+18 1.16	MA+27 1.2	MA+36 1.24	MA+54 1.28	PH.D. 1.322	
1	1	40,395	41,809	43,223		1	45,242	46,858	48,474	50,090	51,706	53,402	
2	1.055	42,617	44,031	45,444		1.055	47,464	49,080	50,696	52,312	53,927	55,624	
3	1.11	44,838	46,252	47,666		1.11	49,686	51,302	52,917	54,533	56,149	57,846	
4	1.165	47,060	48,474	49,888		1.165	51,908	53,523	55,139	56,755	58,371	60,067	
5	1.22	49,282	50,696	52,110		1.22	54,129	55,745	57,361	58,977	60,593	62,289	
6	1.275	51,504	52,917	54,331		1.275	56,351	57,967	59,583	61,198	62,814	64,511	
7	1.33	53,725	55,139	56,553		1.33	58,573	60,189	61,804	63,420	65,036	66,733	
8	1.385	55,947	57,361	58,775		1.385	60,794	62,410	64,026	65,642	67,258	68,954	
9	1.44	58,169	59,583	60,996		1.44	63,016	64,632	66,248	67,864	69,479	71,176	
10	1.495	60,391	61,804	63,218		1.495	65,238	66,854	68,470	70,085	71,701	73,398	
11	1.55	62,612	64,026	65,440		1.55	67,460	69,075	70,691	72,307	73,923	75,619	
12	1.605	64,834	66,248	67,662		1.605	69,681	71,297	72,913	74,529	76,145	77,841	
13	1.66	67,056	68,470	69,883		1.66	71,903	73,519	75,135	76,751	78,366	80,063	
14	N/A					1.715	74,125	75,741	77,356	78,972	80,588	82,285	
15	N/A					1.77	76,347	77,962	79,578	81,194	82,810	84,506	
16	N/A					1.825	78,568	80,184	81,800	83,416	85,031	86,728	
17	N/A					1.88	80,790	82,406	84,022	85,637	87,253	88,950	
NOTATION	2.50%	18	\$68,066	\$69,480	\$70,893	2.00%	18	\$81,598	\$83,214	\$84,830	\$86,445	\$88,061	\$89,758
NOTATION	5.00%	21	\$69,076	\$70,490	\$71,903	4.00%	21	\$82,406	\$84,022	\$85,638	\$87,253	\$88,869	\$90,566
NOTATION	7.50%	23	\$70,086	\$71,500	\$72,913	6.00%	24	\$83,214	\$84,830	\$86,446	\$88,061	\$89,677	\$91,374
NOTATION	10.00%	25	\$71,096	\$72,510	\$73,923	8.00%	26	\$84,022	\$85,638	\$87,254	\$88,869	\$90,485	\$92,182
NOTATION	12.50%	27	\$72,106	\$73,520	\$74,933	10.00%	28	\$84,830	\$86,446	\$88,062	\$89,677	\$91,293	\$92,990
NOTATION	N/A					12.00%	30	\$85,638	\$87,254	\$88,870	\$90,485	\$92,101	\$93,798

APPENDIX C-3 CREDENTIALLED EMPLOYEES  
SALARY INDEX 2016-2017 SCHOOL YEAR

2% RAISE ON BASE ABOVE FY 2016-2017

YEARS	INDEX	BA 1	BA +2 1.035	Ba +24 1.07		INDEX	MA 1.12	MA+18 1.16	MA+27 1.2	MA+36 1.24	MA+54 1.28	PH.D. 1.322	
1	1	41,203	42,645	44,087		1	46,147	47,795	49,444	51,092	52,740	54,470	
2	1.055	43,469	44,911	46,353		1.055	48,414	50,062	51,710	53,358	55,006	56,737	
3	1.11	45,735	47,177	48,620		1.11	50,680	52,328	53,976	55,624	57,272	59,003	
4	1.165	48,001	49,444	50,886		1.165	52,946	54,594	56,242	57,890	59,538	61,269	
5	1.22	50,268	51,710	53,152		1.22	55,212	56,860	58,508	60,156	61,805	63,535	
6	1.275	52,534	53,976	55,418		1.275	57,478	59,126	60,774	62,423	64,071	65,801	
7	1.33	54,800	56,242	57,684		1.33	59,744	61,392	63,041	64,689	66,337	68,067	
8	1.385	57,066	58,508	59,950		1.385	62,011	63,659	65,307	66,955	68,603	70,334	
9	1.44	59,332	60,774	62,217		1.44	64,277	65,925	67,573	69,221	70,869	72,600	
10	1.495	61,598	63,041	64,483		1.495	66,543	68,191	69,839	71,487	73,135	74,866	
11	1.55	63,865	65,307	66,749		1.55	68,809	70,457	72,105	73,753	75,401	77,132	
12	1.605	66,131	67,573	69,015		1.605	71,075	72,723	74,371	76,020	77,668	79,398	
13	1.66	68,397	69,839	71,281		1.66	73,341	74,989	76,638	78,286	79,934	81,664	
14	N/A					1.715	75,608	77,256	78,904	80,552	82,200	83,931	
15	N/A					1.77	77,874	79,522	81,170	82,818	84,466	86,197	
16	N/A					1.825	80,140	81,788	83,436	85,084	86,732	88,463	
17	N/A					1.88	82,406	84,054	85,702	87,350	88,998	90,729	
NOTATION	2.50%	18	\$69,428	\$70,870	\$72,312	2.00%	18	\$83,231	\$84,879	\$86,527	\$88,175	\$89,823	\$91,554
NOTATION	5.00%	21	\$70,458	\$71,900	\$73,342	4.00%	21	\$84,055	\$85,703	\$87,351	\$88,999	\$90,647	\$92,378
NOTATION	7.50%	23	\$71,488	\$72,930	\$74,372	6.00%	24	\$84,879	\$86,527	\$88,175	\$89,823	\$91,471	\$93,202
NOTATION	10.00%	25	\$72,518	\$73,960	\$75,402	8.00%	26	\$85,703	\$87,351	\$88,999	\$90,647	\$92,295	\$94,026
NOTATION	12.50%	27	\$73,548	\$74,990	\$76,432	10.00%	28	\$86,527	\$88,175	\$89,823	\$91,471	\$93,119	\$94,850
NOTATION	N/A					12.00%	30	\$87,351	\$88,999	\$90,647	\$92,295	\$93,943	\$95,674

Appendix D – ABSENCE/VACATION/PERSONAL LEAVE

**INDEPENDENCE LOCAL SCHOOL DISTRICT**  
**Employee Request / Absentee Report**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Date \_\_\_\_\_

High School       Middle School       Primary School       Transportation       EAC

Position \_\_\_\_\_  Half-Day       Full-Day

Start Date \_\_\_\_\_ End Date \_\_\_\_\_ Total Days \_\_\_\_\_

**REASON:**

Sick Leave      Reason\* \_\_\_\_\_ Relationship \_\_\_\_\_  
*\*Reason – per ORC 3319.141 – personal illness, doctor's appointment, illness, injury or death of immediate family member or relative.*

School Business \_\_\_\_\_ Reason \_\_\_\_\_

Vacation

Personal Leave      Reason\*\* \_\_\_\_\_  
*\*\* If three (3) days notice was not given; or if personal leave is adjacent to a school break, If unrestricted day, please mark "unrestricted" in Reason section.*

Jury Duty

Pay Deduction (absent without cause)

Other \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Principal's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_ Date \_\_\_\_\_

-----

Not Approved      Reason \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Appendix E - Graduate School Credit - For Salary Credit

Independence Local Schools

INDEPENDENCE LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE  
COURSEWORK / PROJECT PROPOSAL FORM

Name \_\_\_\_\_ Building \_\_\_\_\_ Date \_\_\_\_\_

Certificate(s)/License(s) to which this proposal applies: 1. \_\_\_\_\_ Exp. Date: 6/30/  
2. \_\_\_\_\_ Exp. Date: 6/30/

Professional Development Category: (Check One) \_\_\_\_\_ \*Coursework -or- \_\_\_\_\_ Project

\*Course Provider: (College or University.):  
\_\_\_\_\_

\*No. of semester credit hours \_\_\_\_\_ No. of PDUs (contact hours) being requested \_\_\_\_\_

COURSE TITLE - or - PROJECT TITLE: \_\_\_\_\_

Beginning Date \_\_\_\_\_ End Date \_\_\_\_\_

\*Please be sure to attach the university's / college's literature / paperwork about this coursework.

\*Goals and objectives of the course or project. Accredited coursework should reference course syllabus or other related literature.

\*Benefits to your professional development, as referenced to your Individual Professional Development Plan (IPDP).

Complete the following for a 'Project' only.

Estimated PROJECT Time: Planning & follow up \_\_\_\_\_ Implementation \_\_\_\_\_ Total time \_\_\_\_\_

Collaboration: If this is a collaborative project effort, list all team members and their expected roles and responsibilities.

BUILDING PRINCIPAL'S SIGNATURE: \_\_\_\_\_

- FOR COMMITTEE USE ONLY -

Most Recent IPDP Approval Date \_\_\_\_\_

Approval/Disapproval (This section will be completed by the IPDC)

\_\_\_\_\_ This Proposal has been approved as submitted.

\_\_\_\_\_ Number of semester hours OR PDUs approved.

\_\_\_\_\_ This Proposal has merit but has not been approved as submitted. Please note the highlighted sections and comments and then consult with your building's IPDC representative, revise and resubmit.

\_\_\_\_\_  
Signature of IPDC Chairperson

\_\_\_\_\_  
Approval Date

APPENDIX F - Salary Schedule Mobility Form

DATE \_\_\_\_\_

INDEPENDENCE BOARD OF EDUCATION

MOBILITY ON THE SALARY SCHEDULE DUE TO INCREASED HOURS IN EDUCATION

TEACHER \_\_\_\_\_

SCHOOL YEAR \_\_\_\_\_

FROM STEP \_\_\_\_\_

TO STEP \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

SIGNED \_\_\_\_\_

PERSONNEL

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
SUPERINTENDENT

APPENDIX G - FMLA FORM 1

HEALTH CARE PROVIDER'S CERTIFICATION FOR  
EMPLOYEE'S SERIOUS HEALTH CONDITION

To Health Care Provider: \_\_\_\_\_ (Employee) has applied for family or medical leave from Independence Local School District. Employee is employed as a \_\_\_\_\_ (name of position). Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that I have physically examined Employee and have determined that she/he has a serious health condition.

This serious health condition began on \_\_\_\_\_ (Date) and will continue until \_\_\_\_\_ (Date). (Indicate whether actual \_\_\_\_\_ or estimated \_\_\_\_\_).

Please provide appropriate medical facts: (attach separate sheet if necessary).

I also certify that the Employee is unable to perform the essential job functions of her/his position.

The Employee will continue to be under my care for treatment, and I will give the Independence Local School District a monthly update in writing on the Employee's condition.

\_\_\_\_\_  
Health Care Provider (Please print or type.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

Return this form to

Superintendent  
Independence Local  
Board of Education  
7733 Stone Road  
Independence, OH 44131

APPENDIX H - FMLA FORM 2

HEALTH CARE PROVIDER'S CERTIFICATION FOR SERIOUS  
HEALTH CONDITION OF EMPLOYEE'S SPOUSE, CHILD, OR PARENT

To Health Care Provider: \_\_\_\_\_ (Employee) has applied for family or medical leave from the Independence Local School District. Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that Employee is needed to care for her/his child/spouse/parent because such relative has a serious health condition.

This serious health condition began on \_\_\_\_\_ (Date) and will continue until \_\_\_\_\_ (Date). (Indicate whether actual \_\_\_\_\_ or estimated \_\_\_\_\_).

Please provide appropriate medical facts and indicate why Employee is needed to care for the relative: (attach separate sheet if necessary).

The Employee will have to care for her/his relative until \_\_\_\_\_ (Date).

(Indicate whether actual \_\_\_\_\_ or estimated \_\_\_\_\_).

\_\_\_\_\_  
Health Care Provider (Please print or type.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

Return this form to

Superintendent  
Independence Local  
Board of Education  
7733 Stone Road  
Independence, OH 44131

APPENDIX I - FMLA FORM 3

HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE  
REQUEST FOR INTERMITTENT LEAVE OR REDUCED-WORK SCHEDULE

To Health Care Provider: \_\_\_\_\_ (Employee) has applied for family or medical leave from the Independence Local School District. Please complete the information below so that the employee's eligibility can be determined.

\_\_\_\_\_ Employee has requested intermittent leave or a reduced-work schedule for planned medical treatment. Indicate below the dates on which treatment is expected to be given and the duration of treatment.

\_\_\_\_\_ Employee has requested intermittent leave or a reduced-work schedule for her/his own serious health condition. Indicate below the medical necessity and expected duration of such leave.

\_\_\_\_\_ Employee has requested intermittent leave or a reduced-work schedule to care for a child/spouse/parent. Indicate below why leave is necessary for the care of the relative and how it will assist in their recovery and the expected duration and schedule of such leave.

Please provide appropriate medical facts: (attach separate sheet if necessary).

\_\_\_\_\_  
Health Care Provider (Please print or type.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

Return this form to

Superintendent  
Independence Local  
Board of Education  
7733 Stone Road  
Independence, OH 44131

APPENDIX J - FMLA FORM 4

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined \_\_\_\_\_ (Employee) and have determined that she/he is able to resume all the essential job functions of her/his position and so is eligible to return to work in the Independence Local School District.

The following limits exist or accommodations are necessary to resume her/his essential job functions:

\_\_\_\_\_  
Health Care Provider (Please print or type.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

Return this form to

Superintendent  
Independence Local  
Board of Education  
7733 Stone Road  
Independence, OH 44131

INDEPENDENCE LOCAL SCHOOLS

APPENDIX K – APPLICATION TO USE THE SICK LEAVE POOL

I, \_\_\_\_\_, wish to apply for \_\_\_\_\_ days of sick leave from the Independence Local Schools' Sick Leave Pool.

I have reviewed the criteria found in the Sick Leave Pool language in the Collective Bargaining Agreement between the Independence Education Association and the Independence Local Board of Education.

I will need days from the Sick Leave Pool because \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that all accumulated sick leave days must be exhausted before I can receive days from the Sick Leave Pool. I additionally understand that any sick leave days that accumulate during my absence will be deducted before days from the Sick Leave Pool will be used.

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
(Printed Name)

This form must be forwarded to the Superintendent.

.....

Number of Sick Leave Pool days approved \_\_\_\_\_.

\_\_\_\_\_  
Superintendent's Signature and Date

INDEPENDENCE LOCAL SCHOOLS

APPENDIX L – SICK LEAVE DONATION FORM

I, \_\_\_\_\_, wish to donate \_\_\_\_\_ day(s) of sick Leave to the Sick Leave Pool.

I understand that I will be notified of the deduction when it is made.

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name

This form should be sent directly to the Board Treasurer.

APPENDIX M

INDEPENDENCE EDUCATION ASSOCIATION

PETITION TO SUPERINTENDENT FOR RESTORATION OF EXCESS SICK

LEAVE DAYS

I, \_\_\_\_\_, wish to petition for restoration \_\_\_\_\_ days of excess sick leave days.

I have reviewed the criteria found in Article XVII (K) of the Collective Bargaining Agreement between the Independence Education Association and the Independence Local Board of Education. I have used at least thirty (30) days of sick leave for a catastrophic personal illness/injury starting [date \_\_\_\_\_] and as of that date I had 280 days of accumulated sick days. I believe my personal illness/injury is catastrophic because:

[describe what makes the illness/injury catastrophic]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that if my petition is approved by the Superintendent up to thirty (30) of my excess sick leave days shall be restored and so I may be returned to a total maximum accumulation as set forth in Article XVII (K).

\_\_\_\_\_  
Employee Signature and Date

Superintendent Determination:

\_\_\_\_\_ Approved

\_\_\_\_\_ Rejected

\_\_\_\_\_  
Superintendent Signature and Date

\*\*\*\*\*

## APPENDIX N – CLASSROOM GUIDELINES AND OBSERVATION REPORT

# OHIO TEACHER EVALUATION SYSTEM

## SCOPE AND PURPOSE

## DEFINITIONS

- A. Electronic Teacher and Principal Evaluation System (eTPES): The electronic system used by the district to report to ODE aggregate final summative teacher evaluation ratings.
- B. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.
- C. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).
- D. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- E. Evaluation Instrument: The forms used by the teacher's evaluator. OTES/ODE adopted forms.
- F. Evaluation Procedure: The procedural requirements that provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- G. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures. Each completed evaluation shall result in the assignment of one of the following evaluation ratings to the teacher: Accomplished, Skilled, Developing, or Ineffective.
- H. Evidence: Information provided to or gathered by the credentialed evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.

- I. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
- J. Remediation Plan: A written plan which is developed by the teacher and the assigned credentialed evaluator, in order to directly address any performance deficiencies cited in the evidence that is gathered during walkthroughs and formal observations. Remediation plans may be used during the evaluation cycle.
- K. Shared Attribution: The practice of assigning student(s) growth results to a group of appropriately licensed educators who consistently meet to collaboratively plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level and which may or may not be reported in the teacher-student data linkage system.
- L. Student Growth Measure (SGM): A unit of academic growth for a student over specified period of time. The purpose is a negotiated measure of students' growth for a specified interval of instruction which is used to guide and inform instructional practice.
- M. Student Learning Objective (SLO): A measurable academic growth target that a teacher sets at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.
- N. Teacher of Record
  - 1. Assigned Educator/Teacher of Record: The primary teacher assigned to the student who meets HQT criteria and assigns grades for the student.
  - 2. Contributing Professional: A licensed teacher who works with a student to provide instruction.
- O. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.
- P. Teacher-Student Data Linkage (TSDL): The process of connecting the teacher(s) of record [based upon above definition] and/or a contributing professional to a student and/or defined group of students' growth scores for the purpose of attributing student growth to the teacher of record.

Q. Value-Added: Refers to the Education Value-Added Assessment System (EVAAS) value-added model(s) provided by SAS, Inc., which calculates a measure of student progress at the District and school level based on student scores.

## PURPOSES

A. The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
2. To inform instruction.
3. To assist teachers and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for student learning and growth.

## APPLICATION

A. The teacher evaluation procedure contained in this agreement applies to the following employees of the district:

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.
2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty percent (50%) of their time providing student instruction.
3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty percent (50%) of their time providing student instruction.
4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

## II. STANDING JOINT COMMITTEES FOR TEACHER EVALUATION (OTES COMMITTEE)

## AUTHORITY

The association and the board agree to establish a standing joint evaluation committee for the purpose of establishing the policy, procedures, and processes, including the evaluation instrument, for the evaluation of teachers in the district and to regularly review the effectiveness of said factors for the evaluation of teachers in the district.

## OTES COMMITTEE

### A. Committee Composition

1. The committee shall be comprised of four (4) association members appointed by the association president and five (5) members appointed by the board or its designee. When voting on matters of due process, as described in DUE PROCESS, section D, only four (4) members appointed by the board or its designee may vote. In addition to the committee members, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
2. Association members shall serve staggered terms of not more than five (5) years.
3. Committee members shall be representative of the primary, middle, and high school.

### B. Committee Authority

1. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.
2. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained without opening the entire negotiated agreement.

## III. EVALUATORS

### QUALIFICATIONS AND ROLE

- A. An evaluator must be a full-time, credentialed contracted employee of the Independence Local School District.

- B. The evaluator assigned to a teacher at the beginning of a school year shall be the only evaluator for that teacher for all aspects of the evaluation procedure, unless:
1. An unforeseen emergency arises and a new evaluator must be chosen, with the consent of the teacher;
  2. The teacher receives an ineffective administrative rating after an evaluation, in which case the teacher may request or be assigned a different evaluator for the remainder of the evaluation cycle.

#### IV. COMMITMENT TO ORIENTATION AND PROFESSIONAL DEVELOPMENT

##### ORIENTATION OF TEACHERS

Unless notified by September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be evaluated by the building principal.

##### PROFESSIONAL DEVELOPMENT

- A. The board shall meet the requirements of O.R.C. 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement.
- B. The administrative team shall review the teacher evaluation procedure, including recalibration of evaluation ratings annually and said review shall address the evaluation Standards for Ohio Educators and rubrics, tools, processes, and methodology, including the use of student growth data.

#### V. EVALUATION STRUCTURE AND PROCEDURES

##### SCHEDULE OF EVALUATION

- A. No teacher shall be evaluated more than once annually, said evaluation shall include a minimum of two (2) observations.
- B. The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.

##### CRITERIA FOR PERFORMANCE ASSESSMENT

- A. A teacher's performance shall be assessed based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria provided by the ODE and OTES framework.
- B. A teacher may provide evidence to the credentialed evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples at the post-observation conference.
- C. No misleading, inaccurate, untimely, or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.
- D. In implementing performance assessments, no teacher performance information shall be collected by video or audio devices, unless agreed upon by the teacher.
- E. The district will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.
- F. No teacher shall be required to complete a Self-Assessment Form (e.g. OTES Self-Assessment Form). This tool may be used by teachers as a resource.

## OBSERVATIONS

### A. Schedule of Observations

1. A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations, unless agreed upon by the teacher.
2. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing; Winter or Spring break, or any approved leave of absence of three (3) or more days.

### B. Observation Conference

1. All formal observations shall be preceded by a pre-observation conference, to be determined by the teacher and evaluator.
2. A post-observation conference shall be held during or after the evaluation cycle. If deficiencies are noted (ineffective ratings), the evaluator will meet following that specific observation, within a reasonable timeframe

3. The evaluator shall provide the teacher with copies of all written documentation that will be placed in their personnel file.
4. All formal observations shall be announced.

## WALKTHROUGHS

- A. A walkthrough is a formative assessment process that focuses on the following components resulting in a brief written note(s) or summary:
  1. Evidence of planning;
  2. Lesson delivery;
  3. Differentiation;
  4. Resources;
  5. Classroom environment;
  6. Student engagement;
  7. Assessment; or
  8. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.
- B. The walkthrough shall consist of at least three (3) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.
- C. No more than ten (10) walkthroughs shall be conducted in each evaluation cycle.

## REMEDIATION PLANS AND IMPROVEMENT PLANS OF DEFICIENCIES IDENTIFIED DURING OBSERVATIONS AND WALKTHROUGHS

- A. Formal observations and walkthroughs resulting in the identification of performance deficiencies (ineffective ratings) in relation to the approved Standards for Ohio Educators and rubrics shall be addressed during the post-observation conference and/or the formal debriefing following a walkthrough. All performance deficiencies identified by the evaluator shall be compiled and reported in writing, and a copy of the written report shall be provided, or shared through eTPES, to the teacher at the post-observation conference or formal debriefing.

- B. The evaluator involved shall make written recommendations at the post-observation conference or formal debriefing and otherwise assist the teacher for the purpose of remediation of identified performance deficiencies (ineffective). The evaluator may make written recommendations for performance criteria rated “developing”, if appropriate.
- C. If deficiencies (ineffective) or areas of recommended improvement (developing) are identified before the conclusion of the evaluation cycle, the evaluator and teacher may develop a remediation plan of identified performance deficiencies at the post-observation conference or formal debriefing.
- D. If a remediation plan is developed prior to March 1, the identified deficiencies and/or areas of recommended improvement shall be reevaluated as part of the performance assessment process for the remainder of the school year. For performance deficiencies that are successfully remediated during the remainder of the school year, those performance deficiencies shall be deemed remediated.
- E. If deficiencies and/or areas of recommended improvement are identified after March 1, the teacher may be placed on an improvement plan for the following evaluation cycle.
- F. Observed deficiencies regarding a teacher's failure to adhere to reasonable work rules and other documented performance deficiencies not noted during the formal observations or walkthroughs shall be put in writing and provided to the teacher within five (5) work days after an observed deficiency occurs.

#### STUDENT GROWTH MEASURES (SGM)

##### Teacher of Record

1. Each teacher shall have the opportunity to review the students for whom they are identified as teacher of record prior to the district verifying the teacher's data and SGM rating in order to ensure accuracy in reporting.
2. For Category A2 teachers, the teacher shall have the opportunity to review the percentage of value-added measures, vendor assessments and/or SLOs the teacher teaches proportionate to his/her individual schedule.
3. B and C teachers shall receive written notice of the SGM results for vendor assessments and the numerical ratings for the SLO prior to them being reported, as may be statutorily required.
4. If requested, the teacher will be provided documents which show the above information.

## CRITERIA FOR SGM

### A. The SGM portion of the evaluation shall be derived from the following:

#### 1. Value added (VA) data

- a. "A1" – A1 teachers are those who instruct Value-Added courses/subjects exclusively.
- b. "A2" – A2 teachers are those who instruct Value-Added courses/subjects but not exclusively.

#### 2. ODE approved student assessments (vendor assessments)

"B" – B teachers are those with Approved-Vendor Assessment data available and locally developed measures.

#### 3. Menu of options determined locally such as SLOs

"C" – C teachers are those with no Teacher-Level Value-Added or Approved-Vendor Assessment data available.

### B. District Student Growth Measure Index

#### 1. The following District SGM Index shall be used in determining the measure(s) used for teachers under this evaluation procedure.

#### 2. The percentage for each teacher shall be based on their schedule.

#### 3. If there is a change in state law over the total and/or individual category percentage amounts, the OTES committee shall meet within 30 days after the effective date of the legislation to discuss these changes.

### C. The consideration of the student growth portion of the teacher evaluation must consist of a minimum of three consecutive years of SGM data for employment decisions.

### D. Factors in determining SGMs for purposes of retention, promotion, layoff, and recall decisions must include, but are not limited to:

#### 1. Student attendance

A teacher may elect to exclude the SGMs attributed to any student evidencing more than (45) days of excused and/or unexcused absences from the classroom.

It will be the responsibility of the local district to ensure attendance is correctly recorded as it relates to SGM calculations.

2. Teacher on approved leave – A teacher who has been approved for sick leave and/or the Federal Medical Leave Act may be able to adjust the interval of instruction for SLO and Teacher-Student Data Linkage to reflect their time in the classroom.
3. Job sharing arrangement – The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall have been agreed to by the individual teachers in the job sharing arrangement and documented by the building principal.
4. Co-teaching arrangement (e.g. Inclusion) – Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the actual instructional time each has spent with the student(s).

## PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

- A. Professional growth and improvement plans shall be developed as follows:
  1. Teachers whose final summative rating is “Accomplished” or “Skilled” shall develop a plan for continuing professional growth.
  2. Teachers whose final summative rating is “Developing” or “Ineffective” may be placed on an improvement plan.
  3. Teachers whose students’ evidence is below expected levels of student growth shall develop an improvement plan with their credentialed evaluators.
  4. Teachers who are placed on an improvement plan; the teacher and/or administrator may request a teacher mentor/coach or another mutually-agreed teacher of the district to assist with implementation of the plan.
- C. An improvement plan is a clearly articulated assistance program for a teacher whose final summative rating falls below expected levels of performance.
- F. The improvement plan shall include:
  1. Specific student growth and/or teacher performance expectations, resources, and assistance to be provided;
  2. Timelines for the completion of the plan; and

3. Monetary, time, material, and/or human resources sufficient to realize the expectations set forth in the plan.

## FINALIZATION OF EVALUATION

A. Written Report - Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be shared with the teacher and a conference shall be held between the teacher and the evaluator.

### B. Completion of Evaluation Cycle

2. The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered and performance that is assessed through evidence gathered during the current school year.
3. The evaluator shall note evidence of all the data used to support the conclusions reached in the formal evaluation report.
4. The evaluation report shall be signed by the evaluator; and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
5. The evaluation report shall be completed, signed by both parties, and filed with the superintendent by May 10.
6. Final Summative Rating of Teacher Effectiveness (Effectiveness Rating) – The Superintendent shall annually file a report to the Department of Education including only the following information: the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by teacher preparation programs and the years in which the teachers graduated. All other information and documents obtained through the evaluation process shall be stored in eTPES and maintained by the district.
7. A teacher shall have documents stored in eTPES shared with them through the evaluation cycle.
8. The district shall submit the final summative rating of teacher effectiveness to the Ohio Department of Education by the date required by ODE.
9. The association president will be notified within two business days of any public records request to view or copy personnel files including evaluation information and the name of the requesting party when and if available.

### C. Response to Evaluation

The teacher shall have the right to make a written response, within ten (10) school days, to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

### D. Electronic Teacher and Principal Evaluation System (eTPES)

The use of eTPES or any other teacher evaluation electronic reporting and/or storage system shall be discussed in the OTES committee meetings.

## DUE PROCESS

- A. Teachers who have a final summative rating of "Ineffective" may request or be assigned a different evaluator for the following evaluation cycle.
- B. Teacher of Record and Contributing Professionals shall have the opportunity to review the percentage of value-added measures, vendor assessments and/or SLOs based on his/her schedule.
- C. A teacher shall be entitled to association representation at any conference held during this procedure in which the teacher shall be advised of an impending adverse personnel action.
- D. The evaluator and teacher have a shared responsibility to ensure the teacher is evaluated consistent with these guidelines. Any incomplete evaluations may be referred to the OTES committee to make a decision on a compressed evaluation cycle. If a compressed cycle is not available, the teacher will be assigned the higher of his/her average of the last three (3) years final summative rating.

## VI. PERSONNEL ACTION

**REQUIREMENTS:** Student Growth Measures (SGMs), as defined by the Independence Local Schools OTES committee, shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until three evaluation cycles, including SGM data, have been completed.