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**OLENTANGY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

NEGOTIATED AGREEMENT

BETWEEN

OLENTANGY TEACHERS ASSOCIATION

AND

**OLENTANGY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

FOR THE PERIOD

JULY 1, 2016 THROUGH JUNE 30, 2017

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ARTICLE 1

Signatures

This Master Agreement shall become effective at 12:01 a.m. on July 1, 2016 and shall continue in full force and effect until midnight, June 30, 2017.

Executed as of the 28th day of January, 2016.

OLENTANGY TEACHERS ASSOCIATION

BOARD OF EDUCATION,
OLENTANGY LOCAL SCHOOLS

Negotiating Chairperson:

Elaine Eddy
Elaine Eddy, OTA President

Dave King
Dave King, President

Brian Kern
Brian Kern, Treasurer

Other Members:

Mark T. Raiff
Mark Raiff, Superintendent

Jennifer Bickley
Jennifer Bickley

Cathie Boone
Cathie Boone

Mark Comella
Mark Comella

Danielle D'Onofrio
Danielle D'Onofrio

Greta Gnagy
Greta Gnagy

Matthew Jordan
Matthew Jordan

Mary Whalen
Mary Whalen

ARTICLE 2

Recognition

- A. The Board of Education of the Olentangy Local School District, Lewis Center, Ohio, hereafter called the Board, hereby recognizes the Olentangy Teachers Association, an OEA/NEA affiliate, hereafter called the OTA, as the exclusive bargaining agent for the certified teachers (including school nurses), excluding administrators, substitutes, and hourly paid tutors, (hereafter called the teachers).
- B. Both parties agree that the right exists to join, participate in, or to refrain from joining or participating in any organization without intimidation or coercion. Membership in any organization shall not be a condition of employment or continued employment for any teacher.
- C. Certified personnel whose positions are funded predominantly or entirely with auxiliary services funding from the state shall not be in a bargaining unit. If and when such persons become part of the bargaining unit, they shall begin with no seniority.

ARTICLE 3

Gender

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural the singular, and words, whether in the masculine or feminine, shall be construed to include all said genders.

ARTICLE 4

Equal Opportunity

Except as may be required by applicable law, state or federal regulation, or provisions of the Board's affirmative action policy which are not in conflict with any applicable law or state or federal regulation, there shall be no discrimination or intimidation against any professional staff member as a result of, or because of such staff member's race, color, creed, sex, age, sexual orientation, national origin, religion, disability, or genetic information. No professional staff member shall be required to become a member of the OTA or any other teacher organization as a condition for securing or retaining employment with the Board.

ARTICLE 5

Scope of Negotiations

A. **Matters Subject to Collective Bargaining**

The scope of the parties' duty to bargain is the scope provided in Ohio law.

B. **Matters Outside Collective Bargaining**

The Board of Education and administration reserve to themselves the management rights recognized by Ohio law.

ARTICLE 6

Bargaining Procedures

A. The Board and the OTA shall each designate a bargaining team during each year in which bargaining is to be conducted and notify the other, in writing, of its composition by the first bargaining session. Each team shall consist of not more than seven (7) members including one (1) alternate. All bargaining shall be conducted exclusively between the teams. This does not preclude consultations with constituency or outside consultants. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually agree to bargain in good faith.

B. Between March 1 and March 30 in any calendar year in which negotiations are scheduled to occur, either party may notify the other in writing of a desire to commence negotiations. Within fifteen (15) calendar days, the teams shall schedule the time of their first meeting. At the first meeting, each team shall exchange their full proposals. No further items for negotiation shall be included subsequently without mutual consent.

C. **Time Limits**

1. Either party may call caucuses during negotiations.

2. If agreement is not reached on items being negotiated within sixty (60) calendar days after the first meeting, the provisions of Article 7 will be implemented.

3. Any time limits on negotiations may be established by mutual agreement.

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. While negotiations are in progress, there shall be mutual agreement on any releases given to the news media.

- F. The bargaining teams shall have the authority to indicate tentative agreement pending final approval of an entire tentative agreement by the OTA within fifteen (15) calendar days of receipt, and by the Board within fifteen (15) calendar days following OTA approval. Following approval by both parties, the Agreement shall be binding on both parties for the duration of the contract period.
- G. Meetings held under this procedure shall be conducted at a time and place which will offer a fair and reasonable opportunity for all persons entitled to be present to attend. Sessions may be scheduled by mutual agreement during school hours in accordance with Article 16.

ARTICLE 7

Procedure if Agreement is Not Reached

- A. In the event negotiations are not completed within sixty (60) calendar days following the initial exchange of proposals, either party may request mediation conducted by the Federal Mediation and Conciliation Service (FMCS). Mediation shall begin as soon as the mediator is available. The mediator shall have the authority to call meetings.
- B. If agreement is not reached within ten (10) calendar days of the expiration of the existing Agreement, then the Exclusive Representative shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

ARTICLE 8

Evaluation

- A. General Provisions for All Evaluations
 - 1. One purpose of evaluation is to assist the teacher toward improved instruction. Another purpose is to provide information in making employment decisions.
 - 2. Classroom observations of the work performance of a teacher for the purpose of completing the Teacher Performance Rubric shall be conducted openly.
 - 3. Value-added data, ODE-approved student assessments or other data trends may not be used as a stand-alone measure of student growth and may not be used outside of the overall teacher performance rating to terminate a teacher

4. Teachers in their first year of employment with the District will be notified in writing at least twenty-four (24) hours in advance of their first formal observation. All other observations may be unannounced.
5. The evaluation shall take into account the total performance of the teacher in the areas of job description adopted by the Board.
6. There will be no formal classroom observations for evaluation purposes the day before Thanksgiving, winter or spring break, or the day after a teacher absence due to illness, unplanned personal leave or an emergency situation.
7. All teachers assigned to more than one building who are to be evaluated shall be notified which administrator will conduct his/her evaluation. In buildings with more than one administrator at the beginning of a school year for student instruction, a teacher by September 1 may request in writing that he/she be evaluated that school year by a different administrator than the administrator who evaluated the teacher during the preceding evaluation year. The written request must be filed by September 1 with the building principal. The administration will comply with the request unless prevented from doing so by unforeseeable circumstances. Subject to the preceding two sentences, the administration shall determine which administrator(s) evaluate a teacher.
 - a. A first-year teacher or a teacher on an improvement plan can only be evaluated by a building administrator; otherwise the evaluator shall be designated by the Superintendent/designee.
 - b. A teacher may request that his/her evaluation be conducted by a building administrator rather than someone else designated upon learning of his/her evaluator.
 - c. The designated evaluator will consult with building administration on teacher performance outside of the completed formal observation.
8. Prior to the first observation of a teacher in his/her first year of employment in the District, an individual pre-observation conference is required. Such conference shall afford the administrator the opportunity to explain the evaluation process and expectations. Pre-observation conferences for succeeding observations are optional.
9. Teachers shall be given the opportunity to study the Teacher Performance Rubric prior to the final evaluation conference.
 - a. The evaluator shall send the teacher a hard copy or electronic copy of the evaluator's draft Teacher Performance Rubric at least six (6) work days prior to the Teacher Performance Rubric being finalized.

- b. The teacher may raise his/her concerns and/or provide input to the evaluator about the accuracy and thoroughness of the Teacher Performance Rubric before the evaluator finalizes it during the final evaluation conference.
10. Upon the conclusion of the final evaluation conference both parties shall sign the Teacher Performance Rubric.
 - a. The teacher's signature shall signify only that he/she has received the Teacher Performance Rubric and does not necessarily imply agreement with the evaluation.
 - b. Teachers shall be given a copy of the final, signed Teacher Performance Rubric at the conclusion of the final evaluation conference.
11. One copy of each Teacher Performance Rubric with all signatures and dates in place and with the teacher's comments, if any, attached, shall be placed in the teacher's personnel file.
12. A plan for improvement shall be part of the evaluation instrument. The evaluator shall evaluate the teacher for overall improvements in the areas specified on the plan for improvement and where the previously observed deficiencies can be reevaluated.
 - a. The draft plan for improvement will be created by the evaluator. The plan will be finalized by the evaluator after direct consultation and discussion with the teacher. Both parties must sign that the discussion has been held.
 - b. This plan will include specific goals based on the deficiencies observed during the classroom observations, or otherwise documented, a means for achieving these goals, a timeline for achieving these goals and at least one (1) additional formal thirty (30) minute classroom observation beyond the required minimum. Such additional observation shall be at least ten (10) school days after the last of the two observations required by law and completed by May 1.
 - c. Both parties shall sign and date this plan and attach it to the Teacher Performance Rubric and a copy will be given to the teacher.
 - d. If new deficiencies occur for which an improvement plan has not been developed, an amended plan for improvement will be developed followed by at least one (1) observation and completed by May 1.
 - e. A teacher rated "ineffective" may be assigned a Mentor as part of their improvement plan.

B. Timelines and Process for Teacher Evaluations

1. Except as otherwise provided herein, there shall be at least one (1) Teacher Performance Rubric completed by the evaluator by May 10.

A teacher who: (1) was on leave for 50 percent or more of the school year; or (2) has submitted notice of retirement that is accepted by the Board on or before December 1 of the school year, shall not be evaluated during that school year.

For purposes of this exception, a teacher may be deemed to be on leave for 50 percent or more of the school year only if the teacher is on an approved leave of absence for at least this portion of the school year, with such leave approved by no later than December 31 of that year. If a teacher works a part-time schedule on certain days of the week (e.g., Mondays, Wednesday and Fridays), leave will be measured based on half of the part-time teacher's contract days.

2. Each evaluation must include at least two (2) formal thirty (30) minute observations of the teacher and may include additional observations. These observations shall be completed by May 1. A post-observation conference may be held following each observation prior to the administrator's writing of the final evaluation.
3. An additional formal thirty (30) minute observation of the teacher is required if non-renewal is a possibility. This additional observation shall be completed by May 1 and the Teacher Performance Rubric shall be completed by the tenth day of May. The formal thirty (30) minute observation in A. 12 above shall be considered as the required additional observation necessary for non-renewal, if completed by May 1.
4. The evaluating administrator shall provide a teacher rated "ineffective" with an improvement plan in accordance with this Article, Section A. 10, above.
5. A teacher who is evaluated or claims he or she should be evaluated under Article 8, may file a grievance about the Board's or administration's compliance with this Article 8, but may not use or invoke the process set forth in O.R.C. 3319.11(G)(1-7). This Article 8 supersedes and replaces O.R.C. 3319.111 and O.R.C. 3319.11 with respect to 3319.11's references to O.R.C. 3319.111, where permitted by law.

C. Timelines and Process for Evaluation of Teachers Rated Accomplished or Skilled

1. Teachers who receive a rating of “Accomplished” on the teacher’s most recent evaluation shall be evaluated once every three (3) school years, as long as the teacher’s student academic growth measure for the most recent school year for which data is available is average or higher.

A teacher who receives a rating of “Skilled” on his/her most recent evaluation shall be evaluated every other school year, as long as the teacher’s student academic growth measure for the most recent school year for which data is available is average or higher.

In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher. This also applies to teachers who received an accomplished or skilled rating in 2013-2014.

2. Each evaluation must include at least two (2) formal thirty (30) minute observation of the teacher and may include additional observations. A post-observation conference may be held following each observation prior to the administrator’s writing of the final evaluation.
3. The Teacher Performance Rubric must be completed by the tenth day of May of that school year.

D. Expedited Grievance Challenge - Teacher Evaluation

1. If an employee believes the evaluator has violated the procedure established in this Article 8 or that the evaluator’s judgment or conclusion is arbitrary, capricious or unreasonable, the employee must file a written grievance at Level 1 within ten (10) days as defined in Article 9 of the employee’s receipt of the signed and final version of a Teacher Performance Rubric for the particular school year or part of a school year.
2. The Superintendent and/or designee(s) shall meet within ten (10) days, as defined in Article 9 of a Teacher Performance Rubric grievance with the Association President and/or OEA Consultant and discuss the grievance(s) to attempt to understand and resolve the grievance(s). Within ten (10) days as defined in Article 9 of such meeting if the Association wishes to appeal to arbitration, the Association shall file a written request for arbitration with the Director of Human Resources. The arbitration shall be conducted with an expedited procedure before [one of three (3) arbitrators by random selection or an arbitrator mutually agreed to by the parties] in lieu of the use of AAA list(s), the AAA selection process and the AAA voluntary labor arbitration rules.

E. Joint Evaluation Committee

The evaluation instrument will be reviewed and/or developed/revised, if requested in writing by either party, through a committee consisting of one (1) elementary teacher, one (1) middle school teacher, one (1) high school teacher selected by the OTA President, and three (3) administrators selected by the Superintendent or his/her designee. Evaluation instruments shall be developed by the committee for non-traditional classroom teaching roles.

The joint evaluation committee will submit evaluation instruments to the Director of Personnel for electronic posting.

ARTICLE 9

Grievance/Problem Procedure

- A. "Grievance" is defined as a claim by a bargaining unit member, a group of bargaining unit members or the Association (hereinafter called the "Grievant") that there has been a violation, misinterpretation, or misapplication of the terms of this written Agreement.
- B. "Grievant" is defined as a bargaining unit member, a group of bargaining unit members, or the Association acting on behalf of itself or a group of members. All members of a group must be similarly situated, and the facts and circumstances giving rise to the group grievance must be substantially the same for all members of the group.
- C. A "day" shall be defined as any day that the District administrative offices are open for business, except that no day in July shall count as a day. It is also agreed that if, during the summer recess, the employee's immediate supervisor (at Level 1) or the Superintendent (at Level 2) is off work on a particular day, that day will not count as a day.
- D. The time limits provided in this Article may be extended by written agreement of the parties.
- E. If a grievant fails to file a written grievance by the stated deadline, then the grievance shall be considered waived.
- F. A grievance may be withdrawn at any Level, but once withdrawn cannot be refiled.
- G. The administration shall schedule hearings held under this procedure at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered or mailed. If the administration schedules any meetings under this Article during an employee's work hours, affected bargaining unit members will receive their regular salary for those times.

- H. The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to the grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure and processed as expeditiously as possible. Before filing any written grievance, within ten (10) days of the occurrence or within ten (10) days of when the grievant reasonably should have known of the act or condition on which the grievance is based, a grievant must informally discuss with his/her building principal, immediate supervisor or appropriate administrator the alleged violation, misinterpretation or misapplication of a term of this written Agreement.
- I. Upon written notification to the grievant, the administrator at any level may refer the grievance to a higher administrative level, in which case the second administrator's time to meet and respond shall be as though the referral is the filing of an appeal to the level of that administrator.
- J. Any grievance not answered within the time limitations set forth in a particular level shall be considered to be responded to in the negative and shall be automatically advanced to the next step of the grievance procedure, except Level 3 (Arbitration), which requires a specific written request by the Association to advance the grievance to arbitration.
- K. In all levels of this procedure, the Grievant may have an Association representative at all hearings.
- L. No reprisals shall be made against any party involved in the use of this grievance procedure.
- M. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in the use of this grievance procedure, except as provided in the final disposition of the grievance.
- N. The OTA has the exclusive right to be present for the adjustment of any and all grievants.
- O. Level 1
- An employee must file a grievance, on the form attached to this Agreement as Appendix A, with the Principal or immediate supervisor within ten (10) days of the informal discussion. The principal or immediate supervisor shall meet with the grievant and respond to the grievance in writing held within ten (10) days of the filing.
- P. Level 2
- If the grievant is not satisfied with the response at Level 1, the grievant may file a written appeal to the Superintendent or designee within ten (10) days of receipt of the Level 1 response. The Superintendent or designee shall meet with the grievant and provide a written response within ten (10) days of the filing.

Q. Level 3

If not satisfied with the written response at Level 2, the Association may within ten (10) days after the grievant's receipt of the Level 2 response, submit the grievance to arbitration by giving written notice to the Superintendent. The Association shall, within thirty (30) days, file the demand for arbitration with the American Arbitration Association (AAA). The arbitrator shall be selected by the alternate strike method from a list of names submitted by AAA within ten (10) days after receipt of the list. Prior to striking names, either party may reject the list once and request AAA to submit another list. All other procedures shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall be requested to render a decision and award within thirty (30) calendar days following the hearing or submission of final briefs.

The decision of the arbitrator shall be final and binding for the aggrieved person, the Association and the Employer. The parties shall split the fees and expenses of the arbitrator.

The arbitrator shall not have the authority to add to, subtract from, or modify any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

The arbitrator shall not interfere with management prerogatives involving the Board's discretion. He/she shall not limit or interfere with the powers, duties and responsibilities of the Board under Article 5 of this Agreement, applicable law, and state and federal regulations having the force and effect of law.

ARTICLE 10

Severance Pay

Upon retirement or death while under contract with the Board, teachers of the Olentangy Local School District shall be entitled to thirty percent (30%) of their unused sick leave accumulation. The severance benefit must be based on the individual's daily rate of pay at retirement.

"Retirement" shall be defined to mean actual retirement from employment as a teacher and eligibility for retirement benefits under the State Teachers' Retirement System. Daily value shall be determined by dividing basic salary earnings (exclusive of

supplemental contracts or overtime) by the basic school year days specified for the position schedule retired from.

ARTICLE 11

Cumulative Sick Leave

A. General Rules Pertaining to Sick Leave

1. Each teacher shall earn one and one-quarter (1-1/4) days of sick leave per month of employment to a maximum of fifteen (15) days per year. Unused sick leave may be accumulated to three hundred (300) days.
2. Each new full-time teacher or teacher who has exhausted all of his sick leave, provided there is reasonable expectation that he will return to work after the sick leave is advanced, shall be credited with five (5) days of sick leave which may be used in case any such teacher is unable to work because of personal illness or death in his immediate family, after beginning his employment but before he has accumulated that amount of sick leave as provided in paragraph 1, above. If any of said five (5) days of sick leave is used, it shall be deducted from the total sick leave which he may accumulate during the first year of service as provided in Paragraph 1, above.
3. Sick leave for regular teachers employed on other than a full-time basis, including job share teachers, shall be credited and deducted at the proportionate rate set forth in their contract of employment.
4. Absences for more than three (3) days on any single occasion may require additional documentation such as a doctor's certificate in the case of illness. The principal and Superintendent shall determine and evaluate such documentation.
5. The filing of any willfully false statement by a teacher shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including dismissal.

B. Sick leave with pay may be used only for the following purposes:

1. Teacher's Illness

For absence of the teacher due to illness, pregnancy, injury or exposure to contagious disease which could be communicated to other teachers or school children.

2. Illness in Immediate Family

Members of the immediate family include father, mother, brother, sister, husband, wife, domestic partner, child, parent-in-law, or any member of the household who has stood in the same relationship with the teacher as any of these. The member of the immediate family must reside in the home of

said teacher or live alone outside the home of said teacher, or be without a caregiver and reside outside the home of said teacher.

“Domestic Partner” is defined to mean:

- a. The teacher and the domestic partner must be of the same sex, have a committed relationship of mutual caring which has existed with cohabitation for at least six (6) months and who can demonstrate financial interdependence;
- b. Neither the teacher nor the domestic partner are married to someone else, and the relationship is mutually exclusive; and,
- c. The teacher and the domestic partner are not related by blood any closer than would prohibit legal marriage.

3. Death in the Immediate Family

For the purpose of paragraph 3, immediate family of the teacher is defined to mean the death of the father, mother, brother, sister, son, daughter, husband, wife, domestic partner, grandmother, grandfather, aunt, uncle, niece, nephew, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, legal guardian or foster or step-parents of the said teacher. Absence due to a death in the immediate family of a teacher shall not exceed three (3) consecutive school days unless special circumstances (such as travel distance or funeral responsibilities) require additional days. The principal and Superintendent shall determine whether a fourth and/or fifth day is required. Five (5) days shall be the maximum.

4. Childbirth

Use of sick leave for childbirth shall normally be approved for six (6) consecutive calendar weeks. Certification by a health care provider shall justify a longer period of leave.

5. Paternity Leave

A teacher may use paternity leave for purpose of spouse’s pregnancy for a total of twenty (20) days post-delivery under the following circumstances:

- a. Spouse must return to work immediately due to financial or job-related obligations;
- b. The physical health of the mother and/or child warrants constant care at home which can be verified by physician’s statement;
- c. Additional sick days may be granted with documentation by a physician’s written statement.

6. Adoption Leave

A teacher may use sick leave for the purpose of his or her adoption of a child for a total of six calendar weeks under the following circumstances:

- a. As a requirement of the adoption agency and/or local, state, national, and international adoption regulations, with documentation from the appropriate agency;
- b. The physical health of the child warrants constant care at home which can be verified by physician's statement.

C. Voluntary Sick Leave Bank

Any teacher may contribute to the sick leave bank program during the month of October of each school year by contributing one (1) sick leave day of the current year's sick leave to the sick leave bank on a form prescribed by the Association President. This contribution period will only be opened when the number of days left in the sick leave bank falls below 25% of the number in the bargaining unit as of the preceding June 30.

The Sick Leave Bank Council (SLBC) shall review and determine the number of days which may be granted. The SLBC shall consist of four (4) members as follows: the President of the OTA, one other OTA member, the Superintendent or designee and the Director of Personnel. The decision of the SLBC is final and binding and is not grievable under Article 9 of this contract. The procedures of the sick leave bank shall be as follows:

1. All teachers may apply for use of additional sick leave days by application to the SLBC by submission of application to the Superintendent.
 - a. The SLBC shall be responsible for developing any forms that may be required and for keeping all necessary records.
 - b. The SLBC shall formulate any regulations deemed necessary for the operation of this program.
 - c. The SLBC shall notify the District Treasurer of the sick leave bank awards. The District Treasurer shall be responsible for the accounting of the sick leave bank days.
2. Teachers may apply for additional sick leave days from the sick leave bank after the following conditions have been met:
 - a. Their own accumulated sick leave days have been exhausted, their advanced five (5) days of sick leave have been used, and they are not eligible for disability leave under State Teachers Retirement System and/or Workers' Compensation;

- b. The teacher shall submit in writing to the SLBC, the reasons for the request of additional sick leave bank days along with attending physician's statement pertinent to the member's request.
3. Only earned sick leave may be contributed to the bank. Advanced sick leave shall not be contributed to the bank.
4. The maximum number of days that can be granted to any teacher is thirty (30) working days per application. Upon request of the teacher, the SLBC may grant additional sick leave days if the request is justified.
5. Sick leave days shall only be used for the personal illness or injury of the teacher, the teacher's spouse, or a person who stands in the same relationship as the teacher's spouse, or the teacher's child. In the case of spouse or child, the maximum total number of days is thirty (30) working days. These days shall not be granted for any other personal illness or injury, including the individual's immediate family.
6. No recipient shall be required to replace these days.
7. Any sick leave days given to the program shall be forever forfeited by the donating teacher.
8. The OTA or Superintendent, on behalf of the teacher, may also apply for use of the sick leave bank.
9. Use of the sick leave bank shall not be construed as a condition for disability leave under the State Teachers Retirement System or workers' compensation. Use of the sick leave bank shall not delay the effective date of disability retirement.
10. The SLBC shall meet and render a decision within ten (10) days of receipt of request.
11. Unused requested days shall be returned to the sick leave bank.
12. A teacher will not earn or accrue sick leave while using sick leave bank days.

ARTICLE 12

Leave of Absence – Unpaid

- A. Teachers who have been employed in the Olentangy Schools for three (3) years may be granted a leave of absence for up to one (1) year for the purpose of participating in under-graduate and graduate programs related to his/her professional responsibilities.

B. Teachers who have been employed in the Olentangy Schools for five (5) years may be granted a leave of absence for up to one (1) year for the purpose of participating in exchange teaching programs, foreign or military teaching program, the Peace Corps, or Job Corps, as a full-time participant in such program and for cultural travel.

C. Unpaid leaves of absence for non-medical reasons.

1. Long-term unpaid leaves of absence.

A long-term unpaid leave of absence is defined as an unpaid leave of absence exceeding five consecutive scheduled teacher work days which is not covered by any other provision of this Agreement. A long-term leave of absence can only be approved by action of the Board of Education. The Board of Education may grant a long-term leave of absence for any reason judged good and just by the Board.

2. Short-term unpaid leaves of absence.

A short-term leave of absence is an unpaid leave of absence consisting of one or more consecutive teacher work days not exceeding five. An unpaid leave of absence sometimes may consist of a combination of personal leave days (which themselves are governed by Article 13) and one or more unpaid leave days, not exceeding a total of five unpaid leave days. Unpaid leave of one to five days per occurrence (an "occurrence" being consecutive days of absence) may be approved by the Superintendent or designee for compelling personal or other reasons. Sometimes teachers may need one or more unpaid leave days which, when used with one or more personal leave days, will result in a total of two to eight consecutive days of absence. An absence of two to eight consecutive teacher work days using one or more unpaid leave days, with or without one or more days of personal leave will be approved by the Superintendent, but only on the following basis: (a) the teacher has at least five consecutive years of active teaching (consisting of at least 120 days on the job) for Olentangy immediately preceding the school year for which the request is made; (b) the teacher may only seek such a leave once every five years; and (c) the teacher must have an attendance rate of no greater than an average of seven (7) days of absence during the last three (3) years and no greater than seven (7) days of absence pro rata during the school year in which the leave request is made (up to the date when the request for leave is submitted). Professional leave, jury duty, military leave, and Association leave will not count as absenteeism for this purpose; all other leaves, whether approved or unapproved, shall count as absenteeism for this paragraph.

3. Request for unpaid leave of absence shall be submitted by the teacher in writing to the Director of Personnel, with a courtesy to the Principal. The Director of Personnel shall provide written notice of approval or disapproval of the request within ten (10) school days of the Director's receipt of the request.

- D. Application shall be made through the Superintendent with final approval to be made by the Board, except as provided in subsection (C) (2) and (C) (3) above.
- E. Application for a leave of absence shall be submitted to the Superintendent as far as possible in advance of the leave. The availability of a replacement and the best interest of students are key factors in considering leave of absence requests.
- F. A teacher may continue his/her insurance coverage by paying one hundred percent (100%) of the total cost for such benefit during a leave of absence.
- G. A teacher returning from a leave of absence shall be restored to his/her position or to a position in the same field of certification. Every effort will be made to accommodate the wishes of the teacher.
- H. Family Medical Leaves and Absences

Pursuant to the terms of the Family Medical Leave Act of 1993 (hereinafter FMLA), a teacher who has worked for the Board for at least twelve (12) months is eligible for twelve (12) work weeks of Family Medical Leave during a twelve (12) month period (will be “rolling” twelve (12) month period measured backwards from the date a teacher uses any FMLA leave), provided the teacher worked at least 1,250 hours in the twelve (12) months preceding the beginning of the leave.

1. Types of Leave

An eligible teacher may take FMLA leave for:

- a. the birth and first-year care of a child;
- b. the adoption or foster placement of a child;
- c. the serious illness of a teacher’s spouse, parent or child; and
- d. the teacher’s own serious health condition that keeps the teacher from performing the essential function of his/her job.

A teacher may elect, or the Board may require, a teacher to use accrued paid vacation, personal or sick leave for purposes of a family leave. A teacher cannot compel the Board to permit the teacher to use accrued medical/sick leave in any situation which the leave could not normally be used. Use of sick leave for childbirth shall normally be approved for six consecutive calendar weeks during the teacher work year. Certification under paragraph six (6) below can justify a longer period of leave for childbirth.

2. Spouses Employed by the Board

If a husband and wife eligible for leave are employed by the Board, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to twelve (12) weeks. A teacher may not take FMLA leave to care for a parent-in-law. However, this time limitation does not apply for leave for personal illness or illness of a spouse or child.

3. Intermittent and Reduced Leave

Intermittent leave is leave taken in separate blocks of time due to a single illness or injury. Reduced leave is a leave scheduled that reduces teacher's usual number of hours per workweek or hours per work day. Intermittent or reduced leave is available only for the teacher's own serious health condition or to care for a seriously ill spouse, child or parent. Such leave may not be used for the birth or adoption/placement of a child.

The teacher who wishes to use intermittent or reduced leave must have the prior approval of the Board. Although the Board and teacher may agree to an intermittent or reduced leave, the teacher who uses family leave is not automatically entitled to use such leave on an intermittent basis or on a reduced leave schedule. Because of potential disruption to the academic process, all requests for intermittent and reduced leave will be carefully scrutinized for their impact on the operations of the classroom/school.

The Board may provide such leave for medical leave, but the Board may require the teacher to take leave in a block for the entire period during which the leave would extend or the Board may transfer the teacher to a position which is equivalent, but more suitable for intermittent periods of leave. The teacher must furnish the Board with the expected dates of the planned medical treatment and the duration of the treatment. The Superintendent must authorize such leave in writing, or offer the teacher an equivalent alternative job for intermittent or reduced leaves, or require the teacher to take leave in a block period so as not to disrupt the Board's operations.

4. Benefits

The Board will maintain the teacher's health coverage under the Board's group health insurance plan during the period of FMLA leave. The teacher should make arrangements with the Board to pay the teacher's share of all applicable health insurance coverages prior to the beginning of the FMLA leave.

The teacher will not lose any other employment benefit accrued prior to the date on which leave began but is not entitled to accrue seniority or employment benefits during the leave period. Employment benefits could include group life insurance, sick leave, annual leave, educational benefits and pensions.

5. Notice

When FMLA leave is foreseeable, the teacher must notify the Board in writing of his request for leave at least thirty (30) days prior to the date when the leave is to begin. If the leave is not foreseeable, the teacher must give notice as early as is practical. When the teacher requests medical leave, the teacher must make reasonable attempts to schedule treatment so as not to disrupt the Board's operations.

The Board may deny the leave if the teacher does not meet the notice requirements.

6. Certification

The Board may require the teacher to provide certification from a health care provider containing specific information required under the law if he requests a medical leave. If there is a question concerning the validity of such certification a second and, if necessary, a third opinion can be required, both at the expense of the Board.

7. Restoration

When the teacher returns from the leave, the Board will restore the teacher to the same or an equivalent position with equivalent benefits, pay, terms and conditions of employment in accordance with Board policy.

Under certain circumstances, the Board may deny restoration to a key teacher. The Board will comply with the notice requirements of the FMLA in denying restoration. A key teacher is one who is among the highest paid ten percent (10%) of the teachers and whose absence would cause the Board to experience a substantial and grievous economic injury.

8. Instructional Teachers

Special leave rules apply to instructional teachers. Instructional teachers are those teachers whose principal function is to teach and instruct students in a small group, or an individual setting. This term includes teachers, athletic coaches, counselors, librarians, special education teachers, and certified teaching assistants. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers and bus drivers.

Limitations apply to instructional teachers who take intermittent or reduced leave. If the leave requested is:

- a. to care for a family member; or
- b. for the teacher's own serious health condition; and

- c. is foreseeable based on planned medical treatment; and
- d. the teacher would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend,

then the Board may require the teacher to choose either to:

- a. take the leave for a period or periods of a particular duration, not greater than the planned treatment; or
- b. transfer temporarily to an available alternative position for which the teacher is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the teacher's regular position.

Limitations also apply to instructional teachers who take leave near the end of a semester. When an instructional teacher begins leave more than five (5) weeks before the end of a semester, the Board may require the teacher to continue taking leave until the end of the semester if:

- a. the leave will last at least three (3) weeks and;
- b. the teacher would return to work during the three (3) week period before the end of the semester.

When a teacher begins leave for a purpose other than the teacher's own serious health condition during the three (3) week period before the end of the semester and the leave will last more than five (5) working days, the Board may require the teacher to continue taking leave until the end of the semester if:

- a. the leave will last more than two (2) weeks and;
- b. the teacher would return to work during the two (2) week period before the end of the semester.

When a teacher begins leave for a purpose other than the teacher's own serious health condition during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the Board may require the teacher to continue taking leave until the end of the semester.

9. Failure to Return

The Board is entitled to recover health care premiums paid during the leave if the teacher fails to return because of the continuation, recurrence, or

onset of a serious health condition or due to circumstances beyond the control of the teacher.

10. Rights Under the Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Teachers are eligible if they have worked for the Board for at least one year and for 1,250 hours over the previous twelve (12) months, and if there are at least fifty (50) employees within seventy-five (75) miles.

a. Reasons for Taking Leave. Unpaid leave must be granted for any of the following reasons:

- to care for the teacher’s child after birth, or placement for adoption or foster care;
- to care for the teacher’s spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the teacher unable to perform his job.

At the teacher or Board’s option, certain kinds of paid leave may be substituted for unpaid leave.

b. Advance Notice and Medical Certification. The teacher may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The teacher ordinarily must provide thirty (30) days’ advance notice when the leave is “foreseeable.”
- The Board may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the Board’s expense) and a fitness for duty report to return to work.

c. Job Benefits and Protection.

- For the duration of FMLA leave, the Board must maintain the teacher’s health coverage under any “group health plan.”
- Upon return from FMLA leave, most teachers must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.

- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of a teacher's leave.
- d. Unlawful Acts by Employer. FMLA law makes it unlawful for any employer to:
- interfere with, restrain, or deny the exercise of any right provided under FMLA;
 - discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.
- e. Enforcement
- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
 - An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

ARTICLE 13

Personal Leave

- A. Three (3) days per year are available to full-time teachers for personal leave.

Personal leave for teachers employed on other than a full-time basis, including job share teachers, shall be credited and deducted at the proportionate rate set forth in their contract of employment.

- B. Personal leave usage is available with the following guidelines:

1. All personal leave is dependent on the availability of a substitute or other arrangements for covering the teacher's responsibilities. The teacher's building principal will make this judgment; however, personal leave shall not be approved if it is then known that more than ten percent (10%) of the bargaining unit members in a building (rounded up to the nearest whole person) will be absent on a day for which personal leave is requested. On and after May 1, the applicable percentage for the previous sentence will be five percent (5%) of the bargaining unit members in a building (rounded up to the nearest whole person). Approval will be on a first-come/first-

served basis, as approved by the building principal or designee and by the central office administration.

2. Normally, a personal leave request must be presented, in writing, twenty-four (24) hours in advance of its being taken. If an emergency situation exists, the twenty-four (24) hour period and the ten percent (10%) or five percent (5%) limitation may be waived.
3. The teacher shall have the option of converting unused personal days to sick leave days or may be reimbursed at the casual substitute rate per day by written petition to the Treasurer of the Board by the final teacher work day. Checks will be sent out not later than the first pay in July.
4. Unused personal leave will not be cumulative from year to year.
5. For proration purposes, a teacher hired during the first sixty (60) days of the school year on regular contract shall have three (3) days of personal leave that school year; a teacher hired from the sixty-first (61st) to one hundred twentieth (120th) day shall have two (2) days of personal leave that school year; a teacher hired on or after the one hundred twenty-first (121st) day shall have one (1) day of personal leave that school year.

ARTICLE 14

Professional Leave

At least one (1) professional day per year per teacher shall be approved in accordance with the written policy established by the Board, when approval does not adversely affect the overall education process, and sufficient funds are available in the budget.

ARTICLE 15

Sabbatical Leave

A teacher, upon written request to the Board, may be granted up to one (1) school year with part pay and insurance benefits as though he or she were not on leave. The request shall be submitted by April 1 of the preceding school year for which the leave is requested unless the Superintendent or his/her designee waives this requirement. Sabbatical leave is designed to encourage the improvement of instruction, supervision, and administration and may be granted with the following provisions:

- A. To be eligible the teacher must have completed five (5) years of service in the Olentangy Local School District.
- B. The teacher shall submit a written plan of professional improvement to the Superintendent. Such plan shall be approved by the Superintendent prior to Board approval. Within sixty (60) days upon return from sabbatical leave, the teacher

shall file a written report with the Superintendent indicating the use of leave as proof that the plan of professional improvement was followed.

- C. No more than three (3) teachers shall be granted sabbatical leave at a given time. Teachers requesting a sabbatical leave will be notified as to the approval or disapproval of leave within thirty (30) days of the date of submission of the request. At the time of notification, the teacher will be notified of the amount of salary to which he/she would be entitled if not on leave.

The part salary received while on leave shall be the difference between the teacher's regular salary for the next school year and the salary of the teacher employed for the teacher on leave. Such payment will be made according to one of the regular payroll plans beginning with the first paycheck of the school year in which the leave commences.

- D. A year of sabbatical leave shall not count as a year on the salary schedule, but will count for purposes of length of service in the District which will count as employment/service for purposes of Article 27.
- E. An additional sabbatical leave may be applied for in accordance with the provisions of this Article after an additional five (5) years of service in the District subsequent to the previous sabbatical leave.
- F. As a condition of being granted sabbatical leave, the teacher must agree to teach in the Olentangy system for a period of at least one (1) year upon returning from leave. Failure to do so will require the teacher to refund to the Board all payments, including fringe benefits, received from the Board during the leave period. Such refund shall be made within a four (4) month period of time beginning with the first full month said teacher was to have returned to duty. Such time limit may be extended by agreement of the Board with a request by the teacher to do so. If the teacher fails to complete the approved plan, full reimbursement of Board paid benefits will be required.
- G. Teachers returning from sabbatical leave will where possible be returned to the same or similar assignment held prior to such leave. The teacher who is certified in more than one area will, to the extent possible, be returned to a position in the same area of certification held prior to the leave.

ARTICLE 16

OTA Partnership

- A. The Board will provide paid leave for the officers of the Olentangy Teachers Association (OTA) to attend Association conferences/business, not to exceed a combined total of sixteen (16) days. The OTA Negotiations Team may also use paid leave days for the actual time of negotiation sessions. When negotiation sessions are held during the school day substitute teachers will be provided for the OTA team.

- B. The Board will provide the President of the Association with release time under the following conditions:
1. The Association President shall be entitled to half-time release.
 2. The President will suffer no loss in salary, fringe benefits, or other contractual or statutory advantages to which the President would have been entitled if working full-time.
- C. The Board will provide the Treasurer of the Association with release time under the following conditions:
1. If the Association Treasurer's building is organized on a class period schedule, the Association Treasurer's schedule shall have one less class period than he/she would have been assigned if not Association Treasurer.
 2. If the Association Treasurer's building is not organized on a class period schedule, the Superintendent and Association Treasurer shall attempt to arrange a job share or some other arrangement comparable to an assignment reduction as in C.1., above.
 3. The Association Treasurer will suffer no loss in salary, fringe benefits, or other contractual or statutory advantages to which the Association Treasurer would have been entitled if working full-time.
- D.
1. Under Section B of this Article, if a teacher is employed to replace the OTA President on leave, the Association will reimburse the Board for those days that are used by the President at the rate of pay for the replacement's pro-rata share of salary, STRS and average insurance cost based on a BA-0 teacher placement on the salary schedule. Release time under paragraph B for the Association President will be continued into the succeeding school year only if the Association notifies the Board of such by no later than June 1.
 2. Under Section C of this Article, if a teacher is employed to replace the OTA Treasurer on leave, the Association will reimburse the Board for 1/8th of teacher's salary. Release time under paragraph C for the Association Treasurer will be continued into the succeeding school year only if the Association notifies the Board of such by no later than June 1.
- E. Any extended time, supplemental contract position, or stipend position held by the Association President/Treasurer shall not be subject to the release time provisions of this Section.
- F. Release time taken shall count as employment/service in the District for purposes of advancement on the salary schedule and for length of service in the district.

- G. Consistent with Ohio Administrative Code Rule 3307-6-01, the amounts paid as compensation to the Association's officers under their contract(s) of employment with the Board for service to the Association during any release time under Sections (A), (B), and (C) above shall constitute teaching service for purposes of Chapter 3307 of the Ohio Revised Code. This section (G) shall not have the effect of the Board paying Association officers or STRS more than the Board would have been obligated to pay to the officers or to STRS pursuant to the officers' individual contracts with the Board issued in accordance with O.R.C. 3319.08.

ARTICLE 17

Length of Teacher Day

- A. The regular on-duty teacher work day shall not exceed seven (7) hours and forty (40) minutes, except when an emergency situation requires the teacher to stay longer. No regular teacher work day will start before 7:15 a.m. or end after 4:05 p.m. All teachers contracted for at least six (6) hours per day shall receive a minimum of two hundred (200) minutes of planning, conference and evaluation time per week. Teachers who are contracted for more than three and one-half (3.5) hours per day shall receive planning, conference and evaluation time pro rata to the two hundred (200) minutes weekly for full-time seven (7) hour and forty (40) minute teachers. Also, a duty-free lunch period of at least thirty (30) minutes will be provided daily during a regular scheduled lunch period only to teachers who are contracted for more than three and one-half (3.5) hours daily.
- B. Elementary. Elementary teachers shall be provided with grade level planning, conference, meeting, or evaluation time for the same thirty (30) minutes per building before each student day. Playground, recess, lunch and bus duties and the like shall be equitably distributed or rotated among teachers in a building. Assistance to teachers who have such duties by persons outside the bargaining unit shall be provided at a level as solely determined by the Superintendent or his/her designee. If the proposed or current schedule does not allow adequate blocks of time for planning within the weekly 200 minutes referenced in A., above, the Building Scheduling Committee may request that the schedule be reviewed within 5 workdays and the building principal and the scheduling committee will agree to an appropriate solution.
- C. Middle School. All teachers contracted for at least six (6) hours per day shall have at least forty (40) minutes each student day for planning, conferences and evaluation. All grade level teachers (math, social studies, science, reading, and language arts) shall have a daily team planning period. The daily team planning period shall be used for curriculum purposes among the team members, however, administrators may collaborate with team members during team planning to direct the curriculum discussion and decisions of the team. Home base is assigned to teachers as appropriate. Home base is not considered a preparation and shall be relationship building/interest based rather than curriculum based.

- D. High School. All teachers contracted for at least six (6) hours per day shall have at least one (1) full period each student day for planning, conferences and evaluation.

It is the intent of the joint Collaboration Committee for all teachers to have collaborative time built into the teacher workday each week. Exceptions to this may include traveling teachers and teachers assigned more than six classes. The joint committee will work to eliminate these exceptions in future plans. The agreed upon plan for collaborative time is in place for the 2008-2009 school year with the understanding that the joint Collaboration Committee will continue to study additional plans in order to establish an ongoing plan for collaborative time for ensuing years. By March 1 of each year, either the OTA or the Administration may give written notice to the other party of their intent not to participate in collaboration time for the following school year.

- E. Staff meetings shall not be scheduled outside of the teacher workday with the exception of one meeting per semester, if needed, for middle/high school. If this meeting option is utilized for middle/high school said meeting must be scheduled with at least 48 hour notice, including the agenda, and the meeting shall not exceed 30 minutes in length.
- F. Each building will develop a contingency plan for insufficient substitute coverage and share the plan with staff.
- G. Art, music and physical education teachers shall not be assigned to more than two (2) buildings per day.

ARTICLE 18

Length of School Year

- A. The school year shall not exceed one hundred eighty-five (185) days, excluding one (1) orientation day for new teachers, and including five (5) workdays without students. In addition, the teaching staff may be required to attend up to two (2) additional school events per school year which are pertinent to the building in which they teach the majority of the time.

The workdays without students shall be:

1. One (1) day at the beginning of the school year of uninterrupted teacher time.
2. One (1) day at the beginning of the school year of administratively-driven curriculum time.
3. One (1) administratively-driven curriculum workday as determined by the administration.
4. One (1) mid-year uninterrupted teacher day.

5. One (1) end-of-year uninterrupted teacher day.

B. Elementary Open House

The first teacher work day for elementary teachers shall be a late start to accommodate “meet the teachers/open house” from 4:00 p.m. – 6:00 p.m.

In exchange for the open house schedule adjustment, the last elementary student day of the school year shall be a two-hour early student dismissal day to accommodate two hours of uninterrupted teacher time.

C. Upon request by the administration of specific teachers, those teachers may volunteer to work during the school year or in the summer on curriculum-related activities. The days and activities will be determined by the administration with reasonable notice to the teachers who are requested. Each teacher involved will be paid for such days at his or her per diem rate, not to exceed the per diem rate of 1.6145 times the BA Base divided by 185 days.

ARTICLE 19

Notification of Teaching Assignment

All teachers will be notified of their schedule or grade level assignment for the next school year by July 15. The administration will send electronic notice of the change to the teacher (and preferably at the same time or prior to that notice by telephone or in-person conversation) within at least two administration work days of the final decision to change the assignment.

ARTICLE 20

Jury Duty

The Board shall pay a teacher called for jury duty his regular rate of pay. The teacher shall remit only the check or portion of the check for the jury duty service to the School District Treasurer. Reimbursement of expenses (travel/food) shall be kept by the juror.

ARTICLE 21

Vacancies, Transfers and Reassignments

A. Definitions

1. A job opening/vacancy is any newly created position or a position which becomes vacant due to death, resignation, retirement, termination, non-renewal, a leave of absence of one (1) or more years, reassignment, or transfer that the Board determines to fill.
2. A reassignment is an assignment of a teacher to another subject area or grade level for the majority of the teacher's assignment or the addition of building(s) to the teacher's schedule.
3. A transfer is a change from one building to another building on a full-time basis.

B. Posting/Notification

1. As soon as the administration determines that a job opening exists within the bargaining unit, the administration will post such openings electronically.
2. During the summer months, the administration will maintain a list of all vacancies on a daily basis by means of a job "hot line" or website.
3. The posting and/or notification of an opening will include the building(s) of assignment and the grade level(s) and/or subject area(s) to be taught, if known.
4. No opening will be filled for at least seven (7) calendar days after posting during the school year.
5. Teachers wishing to apply for any posted vacancy shall submit an electronic application.
6. Vacancies which occur during the school year will be filled on a temporary basis for the remainder of the school year.

C. Voluntary Transfers/Reassignments

1. Any bargaining unit member who has requested a transfer/reassignment will be given consideration for the position prior to a final decision to hire an outside applicant.
2. Normally, teachers on an improvement plan will not be eligible for transfers. Exceptions to this policy will be made on an individual basis at the discretion of the Superintendent/designee.
3. Final assignment will be made by the building principal.

4. All teachers requesting a transfer/reassignment will be notified electronically regarding the outcome.
5. Administrators will give reasons for any denial of a requested transfer or reassignment of a teacher if requested.

D. Involuntary Transfer/Reassignment

1. An involuntary transfer or reassignment of a teacher shall be made in the best interest of the School District and not be made for arbitrary or capricious reasons. Prior to the implementation/notification of an involuntary transfer or reassignment, a conference will be held between the teacher and the Superintendent or Superintendent's designee concerning the pending involuntary transfer/reassignment. If requested, a written notification with reasons shall be delivered to the teacher following said meeting. An involuntary transfer/reassignment of a teacher will occur only after the appropriate administrator has considered filling the position by each of the following methods:
 - a. A voluntary transfer or reassignment; or
 - b. By making a part-time teacher full-time.
2. No teacher will be transferred into a position for which he/she is not certified/licensed.

E. New Building Assignments

All bargaining unit positions available in a new building shall be posted and filled in accordance with the provisions of this Article.

ARTICLE 22

Religious Leave

- A. A teacher may be absent, with pay, on a day identified through established tradition and doctrine by a duly constituted religious body as a religious holiday, provided the religious body has established that in order to properly observe such day, no work should be performed on the day and provided the employee is an active member of the religious body.
- B. Requests for such absence shall be made in writing to the Director of Human Resources at least ten (10) school days prior to the holiday. Where the holiday occurs less than ten (10) school days after the beginning of the school year, the request shall be submitted on or before the end of the second work day of the school year.

- C. Such absence shall not exceed one (1) day during a school year.

ARTICLE 23

Fair Dismissal Policy

- A.
 - 1. Before a recommendation for non-renewal may be taken to the Board, the teacher shall be granted a conference with the principal and the local Superintendent. The teacher shall be notified of such conference at least twenty-four (24) hours in advance and shall be allowed to bring a person of the teacher's choice to said meeting. The Board reserves the right to have legal counsel present at all conferences. Written reasons based on the evaluations completed in accordance with Article 8 and plans for improvement or other documented facts pertinent to those evaluations or written reasons based on documentation of an incident(s) shall be given at this time. The evaluations completed and the plans for improvement must be for the current school year.
 - 2. Non-renewal of a teacher's contract by the Board (if the teacher has served under a limited contract of two (2) or more years' duration) may only be for willful or persistent violation of reasonable regulations of the Board, for inefficiency based on Article 8 above, or for other good and just cause.
 - 3. The teacher who has completed a multi-year contract in the District may appeal the non-renewal to the final step in the grievance procedure (Article 9). Teachers who have not completed a multi-year contract of employment or re-employment in the District cannot challenge the Board's action of non-renewal provided the provisions of Article 8 are met.
- B. In the case of a teacher whose contract may not be renewed for the following year, the teacher in question must have been evaluated in accordance with the evaluation procedure (Article 8 (A)(1)) of this Agreement. If the teacher in question is not evaluated in accordance with that evaluation procedure, a teacher in the first two (2) years of employment will receive a one (1) year contract. All teachers in the second year and beyond will be issued a contract in accordance with Article 32 (Contract Sequence) of this Agreement. This section does not apply to teachers initially hired and non-renewed in conformity of Article 25.
- C. In unforeseen or extenuating circumstances the evaluation procedure can be revised with the mutual agreement of the Superintendent and OTA President.
- D. This Article 23 supersedes and replaces O.R.C. 3319.111, the references in O.R.C. 3319.11 to O.R.C. 3319.111, and O.R.C. 3319.11 (G) (1-7).

ARTICLE 24

Discipline/Reprimands

A. General

No teacher shall be disciplined in writing or reprimanded in writing except for legitimate reasons. Any written or oral disciplinary action or reprimand will be issued professionally and privately via a conference between the teacher, pertinent administrator(s) and an available representative of the teacher's choice. Non-renewal or termination of a teacher's contract (with or without suspension under O.R.C. 3319.16) will not be considered discipline or a reprimand under this Agreement and cannot be the subject of a grievance. No teacher shall be disciplined solely on the basis of an anonymous complaint.

B. Progressive Discipline

1. The Board agrees to follow traditional principles of progressive discipline with the usual understanding that some or all preliminary levels may be bypassed case-by-case depending upon the seriousness of the offense and all relevant surrounding circumstances. The normal progressive sequence is:
 - a. Documented warning;
 - b. Written reprimand;
 - c. Suspension without pay not to exceed ten (10) workdays (by Superintendent/designee);
 - d. Termination (with or without a suspension pending the resolution of termination proceedings) in accordance with Section 3319.16 of the Ohio Revised Code and any related statutes.

Starting with the written reprimand in the above sequence, discipline will be for just cause.

2. Any disciplinary action, except for documented warnings and termination proceedings under Section 3319.16 of the Ohio Revised Code, is subject to review under the grievance procedure appearing in Article 9 of this Agreement.

ARTICLE 25

Late Employment and Non-renewal

Teachers hired in August or anytime during the school year shall automatically be non-renewed in April without written reasons. Teachers hired at such time will be given a copy

of this contract language. All other assistance given to first-year teachers will be given to the above-mentioned teachers.

ARTICLE 26

Reduction in Force

- A. A reduction in force (RIF) of teachers may occur by reason of decreased enrollment of pupils, for financial reasons in conjunction with reduction of other current operating expenses and after at least one (1) levy failure, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District. This Article supersedes and replaces O.R.C. 3319.17 in its entirety.
- B. The Superintendent shall notify the OTA of the specific reasons for, and the nature of, any anticipated staff reductions no less than twenty (20) calendar days prior to Board action on a reduction in force.
- C. The Board shall not act on any proposed staff reductions until after the OTA has had an opportunity to present its views to the Board.
- D. When a reduction in staff is deemed unavoidable, such reduction shall not be carried out until the beginning of the following school year, unless the reduction results from the resignation of a staff member.
- E. If, after the OTA has presented its views, 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 (Article 8) of this Agreement then within the teaching field of assignment in the following sequence:
 - 1. The Board shall handle all staff reductions first through normal attrition;
 - 2. First-year limited contract teachers shall be reduced by using the following order:
 - a. Licensure/Certification
 - b. Competency as determined by formal evaluation
 - c. When evaluations are comparable, by lowest seniority in the School District
 - 3. Second-year or more limited contract teachers shall be reduced by using the following order:
 - a. Licensure/Certification
 - b. Competency as determined by formal evaluation

- c. When evaluations are comparable, by lowest seniority in the School District
4. Continuing contracts shall be suspended only after all limited contracts in the teaching field of assignment by using the following order:
 - a. Licensure/Certification
 - b. Competency as determined by formal evaluation
 - c. When evaluations are comparable, by lowest seniority in the School District.

F. Displacement Rights

A teacher who is to be suspended and who holds a valid certificate/license in one (1) or more teaching fields other than his/her current assignment, may elect to displace the unit member with a comparable or lesser rated evaluation who has the least seniority in all areas of certification/licensure held by such teacher provided that member has less seniority. The teacher electing to displace another teacher shall displace the least senior teacher, and shall not be afforded the option of choosing a preferable position of a less senior teacher. In no case shall a teacher serving under a limited contract be allowed to displace a teacher serving under a continuing contract.

G. Recall Rights

1. When the administration determines to fill a vacancy, the Board shall give written notice of recall by registered or certified letter and electronically, if possible, to teachers with "comparable evaluations" as defined in Article 8, giving preference first to continuing contract teachers then to the most senior teacher on the recall list at the last known address who holds the certificate or license for the position according to the then-current records of the Personnel Office. It shall be the responsibility of each teacher to notify the Director of Personnel of any change of address or additional licenses.
2. Within ten (10) calendar days of receipt of a written offer to return to employment, the teacher shall notify the Director of Personnel of his/her acceptance or rejection of the position by replying in writing. Any teacher who fails to respond within ten (10) calendar days or who declines the position will forfeit all recall rights. After July 10 the teacher shall respond in writing to the written offer within five (5) calendar days.
3. Teachers returning to employment after a RIF shall resume their previous contract status. All rights related to salary, fringe benefits, and seniority shall be fully restored.

4. Recall rights shall continue for two (2) school years for teachers undergoing RIF who are under limited contract. Recall rights shall continue indefinitely for teachers undergoing RIF with continuing contract status. A reduction in force (RIF) will be considered over when all persons on the RIF list have been contacted for re-employment and have either accepted or rejected the offer.
5. The District will provide letters of recommendation on behalf of teachers whose contracts are suspended in a RIF, and will give first consideration to such teachers requesting to substitute in the District.
6. If an offer of recall occurs during a school year and the teacher is employed in another school district, the teacher may accept recall effective with the beginning of the next succeeding school year. The District will use temporary employees to cover the vacant position for the remainder of the year in which the vacancy occurred.

ARTICLE 27

Seniority

- A. Seniority shall be computed from the date of a teacher's continuous, uninterrupted employment with Olentangy Local Schools.
- B. Teachers with continuing contracts shall be deemed senior to all teachers on limited contracts.
- C. Seniority shall continue to accrue for all time a member is on active pay status, on an approved leave of absence, including disability retirement for up to five (5) years, and while a teacher is on the recall list.
- D. When seniority is equal, the tie shall be broken as follows:
 1. Length of total years of teaching experience which shall include all years of prior teaching service outside the District for which the teacher has provided written verification from previous employer(s);
 2. Date of employment by the Board (date of Board meeting at which member was hired);
 3. If shown on the face of the applications of all affected teachers, date application for employment was received by central office;
 4. By competency as determined by formal evaluation.
- E. The Director of Personnel shall post the seniority list electronically by October 1 of each school year. The list will include seniority, certification/licensure, and type of contract, and indicate any teachers who are on the recall list. Teachers shall notify

the Association President and the Director of Personnel in writing by October 15 of any alleged errors in the list. The Director of Personnel and the Association President by November 1 shall make any corrections needed and agree on the accuracy of the list. The revised list then will be electronically posted. The list may not be challenged by grievance or otherwise after November 1. The Board, OTA and teachers shall rely exclusively on the seniority list finalized by November 1 of the current school year, with respect to teaching fields of Licensure/certification as well as seniority, in carrying out a reduction in force and exercising displacement rights.

ARTICLE 28

Personnel Files

The personnel file of each teacher shall be maintained in the office of the Board. Material can only be put in the file by the teacher or appropriate administrator.

A teacher shall have access to his personnel file upon reasonable request. The request must be in writing. All access requests shall be made to the Director of Personnel.

All materials placed in the personnel file of a teacher shall include a notation of the date the item was placed in the file and the dated signature of the administrator placing the entry into the file. The professional staff member shall be given a copy of the items at the time they are placed in his file. All materials in the file shall be accurate, relevant, timely, and appropriate as determined by the Superintendent. Upon request of the teacher, signed letters of discipline or reprimand from the administrator may be removed after five (5) years in the file.

A member shall be notified within two (2) business days of a request, excluding authorized District personnel, to see a bargaining unit member's personnel file.

ARTICLE 29

School Calendar

A. Tentative School Calendar

A tentative school calendar will be distributed to the teachers at least thirty (30) days prior to its adoption by the Board. During this period the teachers may submit suggestions or an alternative calendar to the Superintendent for consideration by the Board.

B. Parent-Teacher Conferences

Parent-Teacher Conferences will be scheduled as follows:

1. The administration will schedule the fall parent-teacher conferences on differing days of the week during two (2) consecutive weeks. Teachers will have the day before Thanksgiving off in exchange for the two (2) evenings of work.
2. The administration will schedule the spring parent-teacher conferences on differing days of the week during two consecutive weeks. One contract day will be scheduled off in the second semester in exchange for the two (2) evenings of work.

ARTICLE 30

Local Professional Development Committee

A. Purpose

A local professional development committee (LPDC) shall be established, in accordance with R.C. 3319.22, to determine whether professional development that a teacher proposes to complete meets the requirements of the Ohio Department of Education rules on licensure.

B. Committee Composition and Selection

1. The committee shall be composed of ten (10) members, as follows:
 - a. Six (6) teachers; and
 - b. Four (4) representatives appointed by the Superintendent.
2. The teacher members shall be appointed and/or replaced by the OTA President. The representatives of the Superintendent shall be appointed by him/her and serve at-will. Annual stipends under (I) shall be prorated for teachers serving partial years.
3. Clerical assistance approved by the Committee shall be provided to the committee on an "as needed" basis.

C. Term of Office

1. The term of office for the teacher members serving on the committee shall be three years. Those teachers serving on the committee may remain for another three years upon appointment of the OTA President. The appointees of the Superintendent shall serve at his or her will.
2. Vacancies: if a vacancy of a teacher member occurs during the term, the OTA President will appoint a similar representative to serve the duration of the term.

D. Chairperson

The Committee chairperson shall be determined by a majority vote of the full Committee.

E. Decision Making

For LPDC purposes, a quorum shall be fifty percent of the Committee composition total. Decisions shall be made by majority vote of the full Committee membership. Whenever an administrator's coursework plan is being discussed or voted upon, the local professional development committee shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

F. Appeals Process

If the professional staff member or any four (4) members of the staff are not in agreement with the decision of the LPDC, the first step of appeal will be reconsideration by the Committee. During this appeal process, the professional staff member will present evidence or justification for the coursework/training/outside activities that are under question to the Committee. The Committee will then rule after this reconsideration process. If the professional staff member is still in disagreement with the decision of the LPDC, the appeal then moves on to a three-person panel consisting of the Superintendent, the Association President and a third member to be selected by the appealing professional. At this appeal level, the professional may again present justification to the three-person panel. The three-person panel decision will be in writing, with explanation as to reasons for acceptance or denial of the appeal. The decision of this three-person panel will be final. The Superintendent shall determine appeals involving non-bargaining unit members.

G. Training

The LPDC shall consider and recommend training of Committee members to the Superintendent. The Committee shall also recommend the terms and financial arrangements on which the training shall be conducted. This training shall be in addition to any other professional development for which the member is entitled under the Master Agreement.

H. Meetings

The Committee will meet as often as deemed necessary by the members to complete their work. The Committee may schedule work sessions on paid release time with approval of the Superintendent. Presentations of IPDP's shall be scheduled after school hours to accommodate bargaining unit members. No later than September 30 of each year the Committee shall post their meeting schedule in each building. Additional meetings may be scheduled as needed. The Committee meetings shall be conducted under Robert's Rules of Order.

I. Compensation

The teacher members of the Committee shall be paid an annual stipend of \$1,200 for the Chair and \$1,000 for the other teacher members. Reimbursement shall be made for all time spent in meetings and all other committee work outside the teacher's assigned duties. In addition, teachers shall be granted up to two (2) paid release days to fulfill committee responsibilities.

J. Committee Responsibility

The Committee's responsibility shall include the approval of Individual Professional Development Plans (IPDP) for all certified/licensed employees whose certificate/license is due for renewal/upgrade/conversion. The Committee shall also maintain a file of each certified/licensed employee containing IPDP's, transcripts, outside activities, training or other areas deemed necessary by the Committee.

K. Master Agreement Compatibility

The LPDC shall have no authority to supersede any article of the items of Agreement between the Board of Education and the Association or to engage in collective bargaining.

ARTICLE 31

Master Teacher Committee

A. Establishment of Master Teacher Committee

A master teacher committee shall be established for the purpose of designating teachers in the building/district as a master teacher.

B. Selection of the Master Teacher Committee Members

The master teacher committee shall be comprised of seven (7) members with the majority being of practicing teachers.

The teacher members shall be appointed by the OTA President. The representatives of the Superintendent shall be appointed by him/her and serve at-will.

The OTA shall determine the length of the term of office for the teacher member of this committee.

Vacancies: if a vacancy of a teacher member occurs during the term, the OTA President will appoint a similar representative to serve the duration of the term.

Under no circumstances is the involvement in the activities of the master teacher committee to be used for adverse employment decisions by the employer.

C. Master Teacher Committee Operational Procedures

The master teacher committee shall determine the location and number of committee meetings.

The master teacher committee members shall jointly establish its Plan of Operation for the appropriate designation of a master teacher including but not limited to the application and review processes, the dissemination of general information to local association members, and the appeal procedure. The Superintendent/designee shall receive ten (10) days advance written notice of the committee's meetings and shall be allowed to attend.

D. Training and Compensation

As determined by the master teacher committee, the association master teacher committee members shall be provided on-going training by the employer to ensure consistent application of the master teacher criteria.

The master teacher members shall be provided release time in order to perform their master teacher committee duties, if the Superintendent or designee and the OTA President mutually agree to meet during the school day.

E. Facility, Equipment and Support Services

The master teacher committee shall be provided with adequate and secure space for the safe and secure storage of records, files and any other work and materials requiring storage and/or file space.

The master teacher committee shall be provided with the equipment, paper and other materials necessary to perform its duties, as specified in the master teacher operating procedures.

F. Master Teacher Committee Appeals Procedure

The master teacher committee shall determine its own appeals procedure.

The master teacher committee appeals procedure is not subject to the grievance/arbitration procedure outlined in the collective bargaining agreement.

ARTICLE 32

Contract Sequence

A. Subject to subsection (D) below, the limited contract sequence will be as follows:

<u>Contract Number</u>	<u>Length of Contract</u>
1	1 year
2	1 year
3	2 years
4 and all subsequent contracts	3 years

Contracts will be renewed as indicated above.

B. Five (5) Year Contract

A five (5) year contract may be granted to the teacher who is considered to be an exceptional teacher and has taught in the District for at least seven (7) years. To be considered for a five (5) year contract the teacher must request such in writing to his/her principal by October 1. If a five (5) year contract is not issued, the teacher will be provided with written reasons, based on evaluations or other documented facts, directed at his/her professional growth.

Teachers who previously received five (5) year contracts will be eligible for new contracts of the same length.

C. Continuing Contracts

If a teacher has taught five (5) continuous years in the District he/she may be issued a continuing contract. Those teachers who have attained continuing contract status elsewhere and have taught two (2) continuous years in the District may be issued a continuing contract. Other requirements for eligibility for a continuing contract are governed by O.R.C. 3319.08(D):

A teacher who is eligible may apply for a continuing contract once during the term of a limited contract. If a continuing contract is not issued, the current limited contract shall remain in effect for its duration.

Any teacher eligible for a continuing contract must notify his/her building Principal and the Department of Human Resources by October 1 prior to the contract recommendations being made the following year in April. (Example: October 1, 1995 for April 1996 recommendations.) If the building Principal and the Department of Human Resources are not notified, continuing status will not be granted.

The appropriate certificate/license must be on file, or state department verification of such is forthcoming, by April 1.

D. Contract Length

Upon recommendation of the Superintendent, the Board may grant a contract of lesser length. The teacher will be provided with written reasons directed at his/her professional growth for the issuance of a probationary contract of one or two years.

This subsection (D) does not apply to the option to grant a one- or two-year limited contract to teachers who are eligible for a continuing contract, which is governed by R.C. 3319.11(B&C).

ARTICLE 33

Class Size/Teaching Load

- A. Elementary: Student-to-teacher ratios shall be 24:1 (K-5) (excluding counselors, nurses, psychologists, band, choir, music, strings, special education, and library). No teacher in grades K-5 shall be assigned more than two hundred (200) minutes per week of non-instructional duty, which includes but is not limited to supervision of students before the student day begins, lunch duty, recess duty, and bus duty. However, music and physical education teachers assigned less than forty-two (42) sections may be given additional duty above the 200 min. not to exceed 250 minutes.

A sufficient number of special teachers will be employed so as to provide each student in grades 1-5 with a combined total of at least two hundred (200) minutes of art, music, and physical education per week (K at least one hundred [100] minutes per week, as long as there are half-time students).

1. No art, music or physical education teacher shall be assigned more than forty-two (42) classes per week.

Middle School: Student-to-teacher ratios shall be 25:1 (6-8) (excluding world languages, health/physical education, art, industrial technology, family and consumer science, computer technology, counselors, nurses, psychologists, band, choir, music, strings, special education, and library).

No middle school teacher shall have more than four (4) preparations at any one time (excluding band, choir, music, strings, special education, library) or assigned more than six (6) classes (not including home base) and one (1) non-instructional duty in grades 6-8 per day. Home base is not to be considered a preparation in an assignment. If needed to cover duties, an additional duty can be scheduled by reducing the instructional class assignments to five (5). If this is not possible, each 6-8 teacher affected will be compensated at his per diem rate per period of 6-8 affected time (one-eighth [1/8] additional salary of eight [8] period day).

High School: Student-to-teacher ratios shall be 25:1 (9-12) (excluding counselors, nurses, psychologists, band, choir, music, strings, special education, and library).

No high school teacher shall have more than four (4) preparations at any one time (excluding band, choir, music, strings, special education, library, and visual arts) or assigned more than six (6) classes and one (1) non-instructional duty in grades 9-12 per day. If needed to cover duties, an additional duty can be scheduled by reducing the instructional class assignments to five (5). If this is not possible, each

9-12 teacher affected will be compensated at his per diem rate per period of 9-12 affected time (one-eighth [1/8] additional salary of eight [8] period day).

- B. Teachers may be required to collect school instructional fee money, but will not be required to write receipts, pay in vouchers, or deposit slips.
- C. Student-to-teacher ratios will be calculated by grade level K-5 and by subject area 6-8, 9-12 per day. All calculations will be based on enrollment figures as of October 1 of each school year.

D. Librarians

One (1) full-time, certified librarian will be employed per library per high school building, per middle school building, and per elementary building. In the event of a levy failure and a reduction in force occurs the district may employ one (1) librarian per two (2) elementary buildings. One full-time aid will be employed per library per high school building, middle school building.

E. Guidance Counselors

One full-time guidance counselor will be employed per each integral multiple of three hundred fifty (350) students per each high school building, each middle school building, and per each integral multiple of four hundred fifty (450) students per elementary building.

F. Nurses

The current level of staffing for nurses of seven and one-half (7.5) can only be reduced through attrition; the district is under no obligation to hire additional staff to maintain that level of 7.5. In the event of a levy failure and a Reduction in Force occurs the district may apply Article 26, Reduction In Force.

ARTICLE 34

Digital and Alternative Learning Environments

A. Digital and Alternative Learning - General

The purpose of alternative learning environments is to offer students a variety of learning opportunities either within or outside of the traditional classroom. Any method of obtaining a grade or credit by means other than traditional course completion in a traditional classroom environment shall be considered digital/alternative learning environments and subject to this provision.

Alternative learning environments currently include but are not limited to O2A, Credit Flexibility, teaching courses outside of a traditional classroom, or teaching students off the school district's property.

1. Superintendent/designee and OTA President shall establish and appoint an equal number of persons to a joint committee regarding Alternative Learning. Responsibilities of this Committee shall be to create guidelines. These guidelines shall include but not be limited to postings of positions, grade levels, and structure/length of teacher day that encompasses the Alternative Learning Experiences. Association members shall not be involuntarily transferred or assigned to these learning assignments.
2. The committee members shall be provided release time in order to perform their committee duties, if the Superintendent or designee and the OTA President mutually agree to meet during the school day.

ARTICLE 35

Teacher Dress

The teachers and administration shall jointly agree to a standard of dress for the teaching staff.

ARTICLE 36

Mentor Program

A. Definitions

1. Mentor Teacher – A consulting teacher who will provide formative assistance to a resident educator following the guidelines and protocols of the Resident Educator Program.
2. Resident Educator – A teacher who is employed under a resident educator license.
3. Plan Teacher – A teacher currently working under an administrative improvement plan who requests a mentor (if the Superintendent or designee concurs).
4. Contact – An informal meeting between a mentor and a resident educator.
5. Visitation – An observation of the resident educator or mentor while classroom teaching is taking place.

B. Mentors and Lead Mentors

Mentors - will be selected and assigned by mutual agreement of the building principal and an OTA representative. Mentors shall be paid \$500 for each mentoring assignment. This compensation will be paid in two (2) equal

installments, one (1) installment at the end of the first semester and one (1) installment at the end of the school year.

Lead Mentors – will be selected and assigned by mutual agreement of the OTA President or President's designee and the Superintendent or Superintendent's designee.

There shall be one (1) lead mentor for grades K-5 and one (1) lead mentor for grades 6-12. The program will be coordinated by the two lead mentors and an administrator appointed by the Superintendent. The lead mentors and administrator will develop, implement and evaluate the program each year. Lead mentors will be paid \$1,500 per year. This compensation will be paid in two (2) equal installments, one (1) installment at the end of the first semester and one (1) installment at the end of the school year. Lead mentors shall not have a mentee.

ARTICLE 37

Communicable Diseases

- A. In order to protect the health and safety of the students, staff and the community at-large, it is necessary to control the spread of contagious disease. Contagious diseases shall include, but not be limited to, smallpox, diphtheria, scarlet fever, HIV positive and AIDS, mumps, whooping cough, herpes, measles, rubella, typhoid fever, strep and staph infections.

In each case related to this concern, due process requirements, procedural safeguards and confidential treatment of information as permitted by law will be adhered to according to applicable federal, state and local ordinances, statutes and regulations.

Decisions concerning exclusion and/or restriction of a teacher and the disclosure of information should be made on a case-by-case basis. The employer shall not discharge any teacher nor otherwise discriminate against any teacher with respect to wages, hours, terms, or other conditions of employment on the basis of the fact that such teacher has contracted a chronic communicable disease.

- B. Reports of Suspected Carriers.

All reports of suspected carriers shall be directed to the Superintendent.

All reports of suspected carriers shall be in writing and shall identify the person(s) making the report and shall note the reasons why the reported teacher is suspected of being a carrier.

C. Testing Criteria

No teacher shall be required to submit to a medical evaluation without determination of cause for said evaluation. Determination shall be made by a tri-partite panel which shall be final and binding on the parties.

The tri-partite panel shall be a physician selected by the employer, the teacher's personal physician, and a third party selected by the county health department. The third party shall act as chairman of the panel and shall serve in that capacity for all subsequently convened panels.

The tri-partite panel shall conduct a due process hearing to determine whether there is probable cause for the medical evaluation of a teacher. Within ten (10) calendar days after the conclusion of the due process hearing, the panel shall render a written determination and the rationale to the Superintendent and the teacher.

In the event that a health risk becomes apparent and may affect any or all teachers, as determined by a physician in the appropriate public health district, the employer, with concurrence of the OTA or at the request of the teacher, shall be permitted to bypass the tri-partite panel and immediately provide for the examination and/or immunization of any or all teachers to prevent the spread of the disease.

All costs of the tri-partite panel shall be borne by the employer.

D. Medical Evaluation

Within ten (10) calendar days after a determination has been rendered substantiating probable cause for medical evaluation or if a teacher voluntarily submits to a medical evaluation, a medical review team comprised of (1) a physician specializing in the contagious disease in question, (b) a physician from the appropriate public health district, and (c) the physician designated by the Superintendent as the employer's physician shall be convened by the Superintendent to conduct a medical evaluation of the teacher's condition. The medical review team shall provide for the examination of the teacher, all relevant and pertinent medical information from the teacher's personal physician.

The report rendered by the medical review team shall be restricted to an evaluation of the teacher's medical condition and shall clearly provide:

1. Whether or not the teacher has been infected with a chronic communicable disease as alleged in the report to the Superintendent. If so, then the medical review team shall determine:
 - a. Whether or not the teacher's current medical condition imposes a substantial health risk to others in the school environment and the rationale for the finding. In making that determination, the medical review team shall consider:

- (1) The nature of the risk of the teacher's medical condition (how the disease is transmitted);
- (2) The duration of the medical condition (how long is the carrier infectious);
- (3) The severity of the risk of the medical condition (what is the potential harm to third parties);
- (4) The probability the disease will be transmitted and will cause varying degrees of harm; and
- (5) Whether or not the teacher is otherwise qualified to remain in his current job. "Otherwise qualified" means that the teacher is able to meet all of the job requirements in spite of the teacher's medical condition.

All costs of the medical evaluation shall be borne by the employer.

E. Reasonable Accommodation

Within five (5) calendar days of receipt of a medical evaluation report indicating that a teacher's current medical condition imposes a substantial health risk to others in the school environment or prevents the teacher from performing all of the teacher's job requirements, the Superintendent shall provide written notification to the teacher specifying what action the employer shall take to reasonably accommodate the teacher's disabling condition.

Any attempt to reasonably accommodate the teacher's disabling condition shall not violate the existing contract. If the proposed accommodation would violate the contract, the employer shall meet with appropriate representatives of the OTA to negotiate a reasonable accommodation.

Any dispute regarding whether the employer has made a reasonable accommodation or whether the proposed accommodation is in compliance with the contract shall be subject to the final step of the grievance procedure.

F. Elimination of Health Risk

Whenever a teacher's health is at risk due to possible exposure to a communicable disease, the employer shall take the measures necessary to eliminate the health risk. The employer's action shall be in compliance with this Article of the contract.

If elimination of the health risk requires a teacher to be immunized, the cost of the teacher's immunization shall be borne by the employer.

If elimination of the health risk requires the implementation of a temporary or permanent removal of a teacher with a chronic communicable disease, the employer shall comply with the provisions of this contract.

G. Disability Retirement

Subsequent to the determination that temporary or permanent removal of a disabled teacher is justified, the employer shall support the teacher's application for disability retirement, if the teacher elects to make such application.

H. Education

The employer shall implement education programs for all school teachers, students and the school community regarding chronic communicable diseases and their transmission. The purpose of such programs shall be to reduce irrational fears regarding the diseases and their transmissions within the school environment.

ARTICLE 38

Procedure to Resolve Parent/Teacher Disagreements

Whenever a complaint is made directly to the Board as a whole, a Board member as an individual, the Superintendent, Principal or other administrator, it will be referred to the appropriate building administrator. A teacher who is the object of a complaint will be informed promptly.

A. Step No. 1 - Direct Conversation

If a parent or community member (complainant) has a disagreement or misunderstanding with a teacher, the complainant should address the concern to the specific teacher directly involved with the circumstances surrounding the concern. The staff member will meet with them as soon as possible, but in no case longer than five (5) calendar days after the teacher has been notified of the concern (subject to change by mutual agreement).

B. Step No. 2 - Fact and Possible Resolution

If the complainant or the teacher is not satisfied with the outcome of Step No. 1, or the complainant or teacher is unwilling to meet independent of an administrator, a meeting with the teacher, appropriate administrator, and complainant will be arranged at a mutually convenient time, but in no case more than five (5) calendar days after the meeting in Step No. 1. This step is to be informal and verbal.

No further action will be taken beyond Step No. 2, unless the complainant submits in writing a signed and dated statement of facts giving rise to this concern, the name of the teacher involved, and the remedy sought.

C. Step No. 3 - Formal Process

If a complainant's concern is not satisfactorily resolved at either the first or second level, the complainant should then refer this concern to the Superintendent in writing. At that time another meeting will be arranged at the convenience of the complainant and staff member directly concerned, but in no case more than ten (10) calendar days (subject to change by mutual agreement). The staff member has the right to be at all meetings with or without a representative as he/she so determines.

Copies of the disposition will be sent to the Board.

D. Dispositions

Dispositions at Step 3 will be sent in writing to all parties within ten (10) calendar days of the meeting with reasons stated.

E. Repeat Concerns

If a complainant believes there has been a repeat of the previous concern, they may go directly to Step No. 3 - "Formal Process."

F. Relation to Other Procedures

This Article does not limit or affect the actions or procedures available to the administration and/or Board based on an investigation of alleged misconduct and an administrative or Board conclusion based on that investigation that action adverse to the teacher is warranted. Any such action against the teacher is subject to applicable laws and other articles of this Agreement.

ARTICLE 39

Assault of a Teacher

A. Procedure Concerning Student

1. If a teacher is physically/verbally assaulted by a student, the student will immediately be removed from the classroom and escorted to the office. Such removal and escort will be done by an administrator in the case of a physical assault, if available. The administrator will confer with the teacher before deciding the appropriate discipline. If a student is removed from the building by an administrator, the student will not be allowed to return to school until a conference is held involving the student, student's parents, teacher(s) involved in the assault, and administrators in charge. A classroom behavior contract will be developed at this conference. If the teacher is not satisfied with the administrator's decision, he/she may appeal in writing to the Superintendent or Superintendent's designee. The Superintendent or designee shall hear the appeal within forty-eight (48)

hours of the teacher's request for an appeal, and a written decision will be rendered within twenty-four (24) hours of the hearing. This Article does not require action by teachers, the administration or Board that would be contrary to requirements of federal law.

2. If in a prosecution or juvenile delinquency proceeding, or in a civil action by the student or parents/guardians against the District or any of its employees arising from the assault incident, the teacher is subpoenaed as a witness, the teacher shall be released from his/her regular duties at full pay and benefits to comply with the subpoena.

B. Assault Leave for Teachers

1. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when the teacher charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.
2. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is unprovoked, and (2) files criminal charges against his/her assailant as soon as he or she is physically able. Assault leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. The teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of twenty (20) working days.
3. A teacher shall be granted assault leave according to the following rules:
 - a. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event; provided, however, that a teacher may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the teacher's performance of his or her job duties.
 - b. Upon notice to the principal or Superintendent that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or Superintendent.
 - c. To qualify for assault leave the teacher shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely

duration, if requested by the Superintendent. The Superintendent may require a medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.

- d. A teacher shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.
 - e. Teachers shall not be permitted to accrue assault leave.
4. Regardless of any other provision of this Division, if a teacher receives compensation under O.R.C. §§4123.56 or 4123.58, the amount of assault leave compensation shall only be the difference between what that teacher receives pursuant to either of those sections and the compensation the teacher would normally receive under this Division.

ARTICLE 40

Conducting Instruction and Curriculum/Program Development

- A. It is understood that an effective school district is one in which ideas and suggestions flow freely without fear of reprisal or vindictive responses. When curriculum program/development or revision is necessary, those teachers involved will be provided with additional time during the teacher work day to conduct this task, given release time to conduct this task, or will be paid at their per diem rate. No curriculum/program development or revision will occur without teacher input and involvement in the decision making process. After the first year of implementation, the program will be evaluated by those teachers involved in the new or revised program. Such evaluation will be presented to the Superintendent.
- B. The educational rules, regulations, and procedures dealing with curriculum and educational programs for the District will be jointly developed by teachers and administrators. Before a decision will be finalized, such outcomes shall be presented to the Superintendent and the Board when appropriate.
- C. The District will establish a Professional Development Committee comprised of three (3) administrators appointed by the Superintendent and three (3) teachers appointed by the OTA President. The Committee will provide input and advice to the administration on professional development opportunities for all staff in the District.

ARTICLE 41

Job Sharing

- A. Job sharing is defined as the duties and responsibilities of one (1) specific teaching assignment being voluntarily shared by two (2) teachers for a specific length of time.
- B. Job-sharing partnerships must last through one (1) full school year.
- C. A teacher shall become eligible for job sharing after completing three (3) years of employment at the Olentangy Local Schools.
- D. To be considered for job sharing, the interested teachers must annually submit a proposal no later than March 1. The proposal must address:
 - 1. How they will share a full-time equivalent position, which may include either an AM-PM or alternate day split;
 - 2. In the case of a self-contained classroom, how their educational philosophies are compatible;
 - 3. How faculty meetings, field trips, IEP meetings, professional development days, and other professional obligations will be addressed.
 - 4. A commitment that both teachers will attend parent conferences.
- E. 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 in accordance with the teachers' written proposal.
- F. As defined by Article 50 of this Agreement, both job-share partners are eligible for benefits. Each teacher's benefits will be equivalent to the percentage of the job that the teacher performs in accordance with the written proposal. The Board will pay no more than the appropriate percentage of the employee's selected health plan for each job-share partner. In no case will the total insurance fringe benefit cost for both teachers exceed that of the more senior teacher if he/she were full-time with family coverage.
- G. Teachers shall acquire one (1) year's seniority for each year of job-sharing work.
- H. Each job share partner will substitute in the absence of the other to reduce the number of teacher changes in the classroom over the day or the week. Exceptions to this requirement may be granted by the Superintendent or designee. Substituting done by either partner in a job share, including substituting for the job-share partner, shall be at the current substitute teacher rate.
- I. Upon dissolution of the job partnership, each job-sharing teacher shall be guaranteed a full-time position for which she/he is certified within the District. If no

full-time position is open, the team will remain intact until such time as a position is available. The individual with the most District seniority shall have first choice of positions available including the job-sharing position.

- J. The opportunity to apply for job share shall be available in every building in the District. Written job share proposals shall be reviewed and approved or disapproved by the Superintendent or designee. Any job-share rejection shall be accompanied by a written document stating the reasons for the denial. All applicants will be notified on or before April 1 of the approval or denial of their proposal. Neither the teacher(s) nor the Association may challenge denial/disapproval of a job-sharing proposal by grievance, unfair labor practice charge or otherwise.

ARTICLE 42

Mileage

All Board-approved mileage will be reimbursed at a rate equivalent to that established by the IRS each year.

ARTICLE 43

Traveling Teachers

Sufficient time will be allotted so that any teacher who is required to travel from one building to another will not leave a class while still in session nor arrive at a class already in session. The teacher will be reimbursed for his mileage at a rate equivalent to that established by the IRS each year.

A traveling teacher who believes they do not have "sufficient time" to travel between buildings shall notify their supervisor in writing that they would like an investigation to determine if there is enough "sufficient time" allowed for their travel. There shall be a joint (OTA President/designee and Administration) investigation that will be completed within five (5) workdays from receipt of the notice. If the parties are still in dispute as to whether there is "sufficient time", the teacher may file a grievance that shall go directly to expedited arbitration.

ARTICLE 44

Issuing Contracts – Supplemental

- A. Supplemental contracts will be issued within ten (10) days of Board action. All required forms/documents must be completed and returned to the Human Resources Department before payment will be made. Seasonal supplemental contracts will be paid in one (1) payment at the completion of the season.

Annual supplemental contracts will be paid in two (2) equal installments: one (1) at the end of the first semester and one (1) upon completion.

- B. All teachers with supplemental contracts involving the collection or expenditure of money are required to attend a procedures meeting with the Treasurer's office before beginning their supplemental duties.

ARTICLE 45

Evaluation of Supplemental Contracts

All teachers who are issued supplemental contracts will be evaluated at least once by the athletic director, head coach or immediate supervisor during the time that this duty is being performed. Supplemental contracts shall automatically be non-renewed each year. This does not take action by the Board. Those teachers who will not be offered a supplemental contract will be notified in writing and given written reasons or other documented facts, at least fifteen (15) days prior to Board re-employment action. The final decision for recommendations will rest with the administration. Non-renewal of supplemental contracts will not have any bearing on a teaching contract. Resignation of a regular teaching contract shall automatically cancel that teacher's supplemental contract(s).

ARTICLE 46

Salary Notices or Limited Teaching Contracts

No later than June 30, each staff member who is employed for the coming school year shall receive, with respect to each contract held, either a salary notice, if the contract is continuing, or a limited teaching contract in accordance with Section 3319.12 of the Ohio Revised Code. The salary notice or limited teaching contract shall include at least the following information:

- A. Staff member's name;
- B. Annual salary;
- C. Basis for determining salary.

The Treasurer may postpone giving salary notices in a year in which there is bargaining about salaries for the next year if there is no settlement by June 15. After contract bargaining is concluded, the Treasurer shall issue salary notices within thirty (30) calendar days of Board approval of the contract.

ARTICLE 47

Reduced Tuition for Teacher's Children

- A. For teacher's children, tuition shall be thirty percent (30%) of the amount determined pursuant to Ohio law. Once accepted, the children of teachers will be allowed to complete their education in the School District, as long as a parent remains a teacher of the School District, the teacher is the custodial parent, and the student complies with the student code of conduct. Also, the student must not be suspended or expelled from another District when admission is sought to Olentangy Local Schools.
- B. The Superintendent shall attempt, if requested in writing by the teacher, to assign the child(ren) of a teacher who resides in the District and who is the residential parent or guardian to the school to which the teacher requested.

ARTICLE 48

Payroll

- A. **Payroll/Direct Deposit**

A teacher shall be paid in twenty-four (24) pays per year by direct deposit. Pay-dates shall be the 10th and 25th of each month beginning September 10th of each school year.

- B. **Paydays on Non-Working Days**

If a payday falls on a non-working day, the teacher will be paid the day before the regularly scheduled payroll date unless such day is a bank holiday, in which case teachers will be paid one (1) day earlier. Paychecks will be mailed one day before such payday.

- C. **OTA Member Fees**

A teacher may request deduction of professional dues of the recognized OTA. Such authorization shall continue in effect until such a time that the Treasurer of the local OTA, or the teacher, gives written notice to the Treasurer of the Board to discontinue such deductions or the teacher's employment with the Board terminates.

Such deductions shall be made over a ten (10) month period, beginning with the first paycheck of that school year after September 1. All money so deducted shall be remitted to the Treasurer of the local OTA monthly, accompanied by a list of teachers for whom the deductions are made and the amount for each said teacher, provided at least ten (10) days' notice is given to the Treasurer.

D. Fair Share Fee

1. Payroll Deduction for Fair Share Fee

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

2. Notification of the Amount of Fair Share

Notice of the amount of the annual fair share fee, which shall not be greater than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board no later than September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted; and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

All Fair Share Fee Payers

Payroll deduction of such annual fair share fees shall begin on the first pay date which occurs on or after January 15th annually. In the case of unit members newly hired after the beginning of the school year, the payroll deductions shall commence on the first pay date on or after the latter of:

- a. Sixty (60) days employment in a bargaining unit position, or
- b. January 15.

4. Transmission of Deductions

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

5. Procedure for Rebate

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

6. Entitlement to Rebate

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

7. Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Board shall give written notice within fifteen (15) workdays of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the Board;
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no defense or indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

E. Annuity Deductions

The District shall payroll deduct annuity contributions, if five (5) or more employees or at least one percent (1%) of all employees, whichever is greater, are enrolled; and the product vendor has agreed and signed an "Information Sharing Agreement." No teacher who was making annuity contributions through payroll deduction on July 1, 2005, will be disqualified from continuing such contributions based upon thresholds unless the product vendor will not agree and sign an "Information Sharing Agreement".

F. Fund for Children and Public Education Deductions

Teachers who are members of the OTA shall be granted payroll deductions for the Fund for Children and Public Education contributions (FCPE). A written authorization, signed by the teacher for payroll deduction shall be on a form provided by the Association and will be submitted to the Board's Treasurer by October 15. Deductions shall begin with the November 10 payroll. Written revocation of the authorization shall be filed with the Treasurer of the District and

the President of the Association. The Association agrees to indemnify and hold the Board harmless against any and all claims that may arise from or by reason of action by the Board in reliance upon any authorization cards or written revocations submitted to the Treasurer.

ARTICLE 49

District Coordinator/Building Chair

Positions of District Department/Building Chairs have been established in the following areas:

Elementary:	Building Leadership Team (minimum of 3 and maximum of 5)
Middle School:	Building Level Positions (6): Math Science Social Studies Language Arts Special Education Technology
High School:	Building Level Positions (11): Guidance Counselor Math Science Social Studies Language Arts Special Education Health/Physical Education/ Business/Family/Consumer Science Foreign Language Visual Arts/Industrial Technology Performing Arts Technology
District Level Positions (12):	Media (K-12) Guidance (K-5) and (6-8) Visual Arts (K-5) and (6-8) Performing Arts (K-5) and (6-8) Physical Education (K-5) Special Education (K-5) Health/PE (6-8) Foreign Language (6-8) Diversity (K-12)

These positions shall be paid in Group 7 of the Supplemental Salary Schedule.

In addition to the responsibilities listed in the job description, district department and building chairs will be required to attend district forums to be conducted by the curriculum department annually to assist in the facilitation and articulation of the K-12 program.

Members of the curriculum department and/or building administrator will conduct annual evaluations and make recommendations for supplemental contract renewals to the personnel department for employment or re-employment in May.

Interviews will be conducted for all positions by the curriculum department and/or the building administrator if there is more than one (1) candidate for a position.

ARTICLE 50

Fringe Benefits/Benefit Options

A. Term Life Insurance

All full-time teachers shall be eligible for \$60,000 term life insurance. Coverage shall be pro-rated for part-time teachers.

B. Liability Insurance

The Board will furnish liability insurance for teachers as provided under the Board's liability insurance policy.

C. Health Insurance

1. Section 125 Cafeteria Plan. The Board will maintain a "cafeteria plan" following guidelines of the Internal Revenue Code Section 125. Dates for election of coverage shall be determined by the Board.

2. Health Insurance. The Board shall contribute to the cost of the following total insurance premium coverages for medical, dental, life insurance and/or optical:

Single Coverage – ninety percent (90%) of the premium when the teacher elects to participate in single HDHP medical, dental, vision and/or life insurance, eighty percent (80%) of the premium if enrolled in the PPO medical plan.

Family Coverage – eighty percent (80%) of the premium for family coverage when the teacher elects to participate in family medical, dental, vision and/or life insurance. Family coverage includes domestic partner and any dependent children. Domestic partner is defined in Article 11, B. 2 of this Agreement.

In order for the domestic partner or children of domestic partners to qualify for coverage, the following forms need to be completed and filed with the Treasurer. These forms will be available electronically.

- Affidavit of Same Sex Domestic Partnership, along with proof required of shared financial obligations.

- Domestic Partner Enrollment Form
- Tax Information Sheet

To remove the domestic partner or children of domestic partners from benefits, complete the following form and return it to Human Resources within thirty (30) days of termination of the domestic partnership:

- Statement of Termination of Domestic Partnership

3. High Deductible Healthcare Plan (HDHP) and Health Saving Account (HSA) Alternative

The HDHP benefits are summarized per the description HDHP/HSA Plan, in Appendix F.

The District shall provide a High Deductible Healthcare Plan including the following provisions:

Deductible:	Network	Non-Network
Single	\$2,500	\$4,800
Family	\$4,800	\$9,600

Out-of-Pocket Maximum:		
Single	\$2,500	\$4,800
Family	\$4,800	\$9,600

The deductible for single coverage for the HDHP will be no less than the IRS minimum annual deductible for family coverage. Preventive Care shall be pursuant to the terms of the Insurance Certificate.

A Health Savings Account (HSA) shall be available for each unit member who is a part of the HDHP. The Board shall determine a custodian for HSA. Any contribution by the unit member to his/her HSA up to the maximum limits provided by law may, at the member's discretion, be made by payroll deduction of either six (6) months or twelve (12) months, or in a lump-sum payment or a combination of the one-time lump sum and the remaining funds to be deducted over twelve (12) or twenty-four (24) consecutive pays. The HSA shall be maintained by the individual unit member for his/her exclusive benefit and that of his/her beneficiaries. Distributions of funds from this HSA may be made at any time upon the discretion of the member. The member is responsible for substantiating the distribution is for qualified medical expenses.

4. Joint Committee

The Board of Education may change the health insurance plans and carrier, but such plans shall provide benefits and coverage at least equal to the Plan designs attached hereto in effect as delineated in Appendix F. A joint committee of three (3) members appointed by the OTA President and three (3) persons appointed by the Superintendent shall study and recommend changes in the health benefits plan to manage and reduce health care costs for all participants in the District's health benefits plan.

5. HSA - Initial Enrollment

- Upon initial enrollment into the HDHP/HSA insurance program in the open enrollment period in August 2012, the teacher in January 2013 shall receive a one-time payment to their HSA of \$600 for single coverage or \$1,200 for family coverage.
- Upon initial enrollment into the HDHP/HSA Insurance Program a teacher who is a first-time enrollee shall receive a one-time payment to their HSA of \$600 for single coverage or \$1,200 for family coverage.

D. Tutoring

Bargaining unit members who tutor students who are not assigned to them on their own time in accordance with Board policy shall be permitted, as a fringe benefit and non-salary compensation for their provision of services under this Negotiated Agreement, to use Board facilities for such tutoring free of any rental or fee charge.

ARTICLE 51

Supplemental Salary Schedule Provision

The salary schedule(s) and index(es) for supplemental contracts are included in Appendix D. The supplemental salary schedules are indexed to the teacher salary schedule(s), Bachelor's level with 0 years experience, BA(0). Index for Salary Schedule(s) incorporated as Appendix C. There shall be no vertical (step) movement for 2012-13.

The number of coaches/advisors at each position on the supplemental salary schedule will be jointly recommended to the Board by the athletic director/activity coordinator, head coach/advisor, appropriate administrator, and the Superintendent. New positions may be recommended to the Board by mutual consent of a joint committee of three appointees of the Superintendent and three appointees of the OTA.

ARTICLE 52

Teacher Tuition Fund

- A. Teachers are annually eligible for one of the following:
 - 1. One graduate credit earned through Olentangy Professional Development Academy between July 1 and June 30 of each school year; or,
 - 2. Reimbursement of up to \$125 per Section B. of this Article.
- B. Reimbursement in accordance with option 2, above:
 - 1. Continued education reimbursement covers the following items:
 - a. Course work related to the field of the teacher's certification or course work that is required as part of a professional program or additional certification.
 - b. Professional education organization membership fees.
 - c. Licensure renewal fees (including background checks, child abuse detection training, CPR certification, Pupil Activity Supervisor Certificate, and fingerprinting).
 - d. Educational seminars related to the field of the teacher's certification.
 - 2. Teachers must be employed by the Board when continued education is completed and when reimbursement is made.
 - 3. Proof of teacher expense shall be presented to the OTA Treasurer between June 1 and June 30 of each school year with:
 - a. A written request on a form as provided by the OTA Treasurer.
 - b. Proof of teacher expense may be a receipt, cancelled check, bank statement or student loan approval. For course work, this must include a copy of the tuition bill.
 - c. Copy of transcript must be submitted if coursework is submitted for reimbursement.
 - 4. Reimbursement will be made by August 31 when the BOE Treasurer's office receives documentation of teacher expense from the OTA Treasurer. Those teachers who do not submit all necessary documentation between June 1 and June 30 will forfeit reimbursement for the current school year.

- C. Funds provided by colleges and universities through student teaching and field service agreements shall be used to offset the general fund for continued education expenses.

ARTICLE 53

Salary Schedule Provisions

A. General

Teachers with a bachelor's degree who have earned fifteen (15) semester hours after earning the bachelor's degree shall be placed on the bachelor's +15 hour column. The hours may be graduate hours, undergraduate hours, or a combination of both, but must be reasonably related to the teacher's field(s) of instruction/administration and obtained through Olentangy Professional Development Academy or core coursework required in the pursuit of a masters or doctorate degree at an accredited university. Effective July 1, 1993, teachers with a bachelor's degree who have earned thirty (30) semester hours after earning the bachelor's degree, shall be placed on the bachelor's +30 hour column. The hours may be graduate hours, undergraduate hours, or a combination of both.

After obtaining a master's degree all additional course work must be at the graduate level to advance horizontally on the salary schedule, the hours must be reasonably related to the teacher's field(s) of instruction/administration and obtained through the Olentangy Professional Development Academy or core coursework required in pursuit of a masters or doctorate degree at an accredited university. In the event that coursework falls outside of the core requirements of a masters or doctorate degree at an accredited university or Olentangy Professional Development Academy it may be deemed appropriate in advance by the Superintendent/designee. Upon initial hire, a teacher shall be given up to ten (10) years, and may be given more than ten (10) years, experience credit for all years of teaching service in public or private schools or colleges accredited by a state or the U.S. Government including up to five (5) years of active military service in the armed forces of the U.S., to the maximum step provided on the salary schedule for bargaining unit members. No teacher employed as of December 31, 2001, on regular contract in the District shall have his or her years of experience on the salary schedule reduced.

Teachers will be required to provide satisfactory evidence for all years of teaching service in public or private schools, current valid certificate and official transcripts for all education for placement on the salary schedule from colleges accredited by a state and proof of U.S. Government service, if applicable. Payment on the new column will commence the first pay of the current contract period, provided the Treasurer receives satisfactory evidence on or before October 15 and will begin to be paid no later than two (2) full pay periods following receipt of the satisfactory evidence. Coursework evidence provided by October 15, 2008 shall be based on the language of the 2007-2008 Negotiated Agreement if the coursework is

completed successfully by June 30, 2008. Falsification of credentials and/or experience shall be grounds for immediate dismissal without recourse. Those teachers who do not submit all necessary documentation by October 15 will forfeit advancement to a higher column of the salary schedule for that school year.

B. Recognized Placement Criteria

Three (3) quarter hours shall equal two (2) semester hours.
One (1) year of teaching experience shall mean the teacher has provided service of one hundred twenty (120) days or more in any one school year.

C. Salary

Effective July 1, 2016, the base rate shall be \$39,434 (calculated on the current salary index, See Appendix B).

ARTICLE 54

New Schedule/Index

Salary Schedule

- A. Salary Schedule(s) incorporated as Appendix B. There shall be no vertical (step) movement for 2012-13.
- B. Index for Salary Schedule(s) incorporated as Appendix C. There shall be no vertical (step) movement for 2012-13.
- C. STRS "Pick-Up" Utilizing the Salary Reduction Method.

The Board agrees with the OTA to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the teachers under the following terms and conditions and in accordance with state law.

1. The amount to be "picked-up" on behalf of each teacher shall be equal to the amount required for contribution by the State Teachers Retirement System, based on the teacher's gross annual compensation. The teacher's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of state tax, federal tax and qualified tax sheltered annuities and teacher's share of contributions to the benefit plan.
2. The pick-up shall become effective February 1, 1984 and shall apply to all compensation including supplemental earnings thereafter.
3. Teachers are individually responsible for reviewing the relationship between the "pick-up" and their other tax deferral arrangements, if any.

ARTICLE 55

Employment of Previously Retired Teachers

The Board may fill any certified vacancy with a previously retired certificated/licensed applicant subject to the conditions provided below.

- A. Previously Retired Teachers (PRTs) shall be awarded one-year contracts of employment that shall automatically expire at the end of the each school year without requirement for any performance evaluation and without any notice of non-renewal.
- B. PRTs may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.
- C. For purposes of Reduction in Force, PRTs shall have no right of recall.
- D. PRTs are eligible for sick leave accumulation up to a total of thirty (30) days commencing with the first year of reemployment, excluding eligibility to contribute to and participate in the sick leave bank. PRTs shall not carry over any accumulated and unused sick leave from any prior public employment.
- E. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.
- F. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.
- G. For purposes of salary schedule placement, a previously retired teacher may be granted between zero (0) and ten (10) years' service credit upon initial reemployment. If rehired for the following year, the teacher shall not move to the next longevity step on the salary schedule column.
- H. PRTs shall not be entitled to participate in the District's group insurance plans. However, to the extent that PRTs are not eligible for primary coverage under a STRS health benefits plan, they will be eligible to enroll in the District's health benefits plan on the same terms as other bargaining unit members.
- I. Article 52, Continued Education, reimbursement will not be provided to PRTs.
- J. PRTs will be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by the specific provisions of this Article.

ARTICLE 56

Severability/Contrary to Law

Every teacher will have all privileges provided by state statutes except as changed by the provisions of this contract.

If a court or regulatory/administrative agency with proper jurisdiction determines that any provision or application of this agreement is invalid or is in conflict with state minimum standards either party may request in writing that negotiations be opened, but only with respect to the provision or application declared to be in conflict. The parties shall meet to attempt to renegotiate said provision within thirty (30) calendar days after receipt of the request unless mutually agreed otherwise. If an agreement has not been reached within forty-five (45) days the provisions of Article 7 of this Agreement or some other mutually agreed to procedure will be implemented.

ARTICLE 57

Complete Agreement

A. Entire Agreement

This Agreement supersedes and cancels all previous agreements between the Board and the OTA and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding on either party unless executed in writing.

B. Waiver of Negotiations

Except as specifically provided in this contract, the board and the OTA waive the right to negotiate further with respect to matters specifically covered in this Agreement.

OLENTANGY LOCAL SCHOOL DISTRICT
Grievance Report Form

Grievance # _____

Name of Grievant _____

Building _____

Level I - Formal Grievance
Immediate Supervisor

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance (including the specific Article(s) and Section(s) of the Agreement alleged to have been violated):

C. Relief Sought:

Signature of Grievant _____

Date _____

Signature of Principal _____

Date _____

Level II - Formal Grievance
Superintendent

A. Signature of Grievant _____ Date _____

B. Date Submitted to Superintendent _____

C. Disposition of Superintendent/Designee:

Signature of Superintendent/Designee _____ Date _____

Level III - Formal Grievance
Submission to Arbitration

A. Signature of Grievant _____ Date _____

B. Date Submitted to Arbitration _____

C. Signature of OTA Officer or Representative _____

Date: _____

Salary Schedule
July 1, 2016 through June 30, 2017

BA Base \$39,434

Step	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45
0	39,434	41,011	42,194	44,540	46,749	48,957	51,165
1	41,082	42,703	43,909	46,453	48,701	51,106	53,512
2	42,730	44,394	45,625	48,365	50,653	53,255	55,858
3	44,379	46,086	47,340	50,278	52,605	55,404	58,204
4	46,027	47,778	49,056	52,191	54,557	57,554	60,551
5	49,324	51,161	52,486	54,103	56,509	59,703	62,897
6	50,972	52,853	54,202	56,016	58,461	61,852	65,243
7	52,620	54,545	55,917	57,928	60,412	64,001	67,589
8	54,269	56,236	57,632	59,841	62,364	66,150	69,936
9	55,917	57,928	59,348	61,753	64,316	68,299	72,282
10	57,565	59,620	61,063	63,666	66,268	70,448	74,628
11	59,214	61,312	62,779	65,578	68,220	72,598	76,975
12	60,862	63,003	64,494	67,491	70,172	74,747	79,321
13	62,510	64,695	66,209	69,403	72,124	76,896	81,667
14	64,159	66,387	67,925	71,316	74,076	79,045	84,014
15	65,807	68,078	69,640	73,228	76,028	81,194	86,360
16	67,455	69,770	71,355	75,141	77,980	83,343	88,706
17	69,104	71,462	73,071	77,054	79,932	85,492	91,052
18	70,752	73,154	74,786	78,966	81,884	87,641	93,399
19	72,400	74,845	76,501	80,879	83,836	89,791	95,745
20	74,049	76,537	78,217	82,791	85,788	91,940	98,091
22	77,345	79,920	81,648	83,375	86,435	92,669	99,176
25	78,584	83,300	85,658	88,016	92,736	97,453	102,173

Salary Index
July 1, 2016 through June 30, 2017

STEP	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45
0	1.0000	1.0400	1.0700	1.1295	1.1855	1.2415	1.2975
1	1.0418	1.0829	1.1135	1.1780	1.2350	1.2960	1.3570
2	1.0836	1.1258	1.1570	1.2265	1.2845	1.3505	1.4165
3	1.1254	1.1687	1.2005	1.2750	1.3340	1.4050	1.4760
4	1.1672	1.2116	1.2440	1.3235	1.3835	1.4595	1.5355
5	1.2508	1.2974	1.3310	1.3720	1.4330	1.5140	1.5950
6	1.2926	1.3403	1.3745	1.4205	1.4825	1.5685	1.6545
7	1.3344	1.3832	1.4180	1.4690	1.5320	1.6230	1.7140
8	1.3762	1.4261	1.4615	1.5175	1.5815	1.6775	1.7735
9	1.4180	1.4690	1.5050	1.5660	1.6310	1.7320	1.8330
10	1.4598	1.5119	1.5485	1.6145	1.6805	1.7865	1.8925
11	1.5016	1.5548	1.5920	1.6630	1.7300	1.8410	1.9520
12	1.5434	1.5977	1.6355	1.7115	1.7795	1.8955	2.0115
13	1.5852	1.6406	1.6790	1.7600	1.8290	1.9500	2.0710
14	1.6270	1.6835	1.7225	1.8085	1.8785	2.0045	2.1305
15	1.6688	1.7264	1.7660	1.8570	1.9280	2.0590	2.1900
16	1.7106	1.7693	1.8095	1.9055	1.9775	2.1135	2.2495
17	1.7524	1.8122	1.8530	1.9540	2.0270	2.1680	2.3090
18	1.7942	1.8551	1.8965	2.0025	2.0765	2.2225	2.3685
19	1.8360	1.8980	1.9400	2.0510	2.1260	2.2770	2.4280
20	1.8778	1.9409	1.9835	2.0995	2.1755	2.3315	2.4875
22	1.9614	2.0267	2.0705	2.1143	2.1919	2.3500	2.5150
25	1.9928	2.1124	2.1722	2.2320	2.3517	2.4713	2.5910

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE
July 1, 2016 through June 30, 2017

Base: \$39,434

Step	Group 1	\$
0	0.1300	\$5,126
1	0.1350	\$5,324
2	0.1400	\$5,521
3	0.1450	\$5,718
4	0.1500	\$5,915
5	0.1550	\$6,112
6	0.1600	\$6,309
7	0.1650	\$6,507
8	0.1700	\$6,704
9	0.1750	\$6,901
10	0.1800	\$7,098

Step	Group 2	\$
0	0.1200	\$4,732
1	0.1250	\$4,929
2	0.1300	\$5,126
3	0.1350	\$5,324
4	0.1400	\$5,521
5	0.1450	\$5,718
6	0.1500	\$5,915
7	0.1550	\$6,112
8	0.1600	\$6,309
9	0.1650	\$6,507
10	0.1700	\$6,704

Step	Group 3	\$
0	0.1000	\$3,943
1	0.1050	\$4,141
2	0.1100	\$4,338
3	0.1150	\$4,535
4	0.1200	\$4,732
5	0.1250	\$4,929
6	0.1300	\$5,126
7	0.1350	\$5,324
8	0.1400	\$5,521
9	0.1450	\$5,718
10	0.1500	\$5,915

Step	Group 4	\$
0	0.0800	\$3,155
1	0.0850	\$3,352
2	0.0900	\$3,549
3	0.0950	\$3,746
4	0.1000	\$3,943
5	0.1050	\$4,141
6	0.1100	\$4,338
7	0.1150	\$4,535
8	0.1200	\$4,732
9	0.1250	\$4,929
10	0.1300	\$5,126

Step	Group 5	\$
0	0.0700	\$2,760
1	0.0750	\$2,958
2	0.0800	\$3,155
3	0.0850	\$3,352
4	0.0900	\$3,549
5	0.0950	\$3,746
6	0.1000	\$3,943
7	0.1050	\$4,141
8	0.1100	\$4,338
9	0.1150	\$4,535
10	0.1200	\$4,732

Step	Group 6	\$
0	0.0600	\$2,366
1	0.0650	\$2,563
2	0.0700	\$2,760
3	0.0750	\$2,958
4	0.0800	\$3,155
5	0.0850	\$3,352
6	0.0900	\$3,549
7	0.0950	\$3,746
8	0.1000	\$3,943
9	0.1050	\$4,141
10	0.1100	\$4,338

Step	Group 7	\$
0	0.0500	\$1,972
1	0.0550	\$2,169
2	0.0600	\$2,366
3	0.0650	\$2,563
4	0.0700	\$2,760
5	0.0750	\$2,958
6	0.0800	\$3,155
7	0.0850	\$3,352
8	0.0900	\$3,549
9	0.0950	\$3,746
10	0.1000	\$3,943

Step	Group 8	\$
0	0.0400	\$1,577
1	0.0425	\$1,676
2	0.0450	\$1,775
3	0.0475	\$1,873
4	0.0500	\$1,972
5	0.0525	\$2,070
6	0.0550	\$2,169
7	0.0575	\$2,267
8	0.0600	\$2,366
9	0.0625	\$2,465
10	0.0650	\$2,563

Step	Group 9	\$
0	0.0300	\$1,183
1	0.0325	\$1,282
2	0.0350	\$1,380
3	0.0375	\$1,479
4	0.0400	\$1,577
5	0.0425	\$1,676
6	0.0450	\$1,775
7	0.0475	\$1,873
8	0.0500	\$1,972
9	0.0525	\$2,070
10	0.0550	\$2,169

Step	Group 10	\$
0	0.0200	\$789
1	0.0210	\$828
2	0.0220	\$868
3	0.0230	\$907
4	0.0240	\$946
5	0.0250	\$986
6	0.0260	\$1,025
7	0.0270	\$1,065
8	0.0280	\$1,104
9	0.0290	\$1,144
10	0.0300	\$1,183

Step	Group 11	\$
0	0.0100	\$394
1	0.0110	\$434
2	0.0120	\$473
3	0.0130	\$513
4	0.0140	\$552
5	0.0150	\$592
6	0.0160	\$631
7	0.0170	\$670
8	0.0180	\$710
9	0.0190	\$749
10	0.0200	\$789

SUPPLEMENTAL SALARY GROUPS
JULY 1, 2016 THROUGH JUNE 30, 2017

GROUP 1

HS Head Band
HS Head Basketball
HS Head Football

GROUP 2

HS Head Baseball
HS Head Gymnastics
HS Head Ice Hockey
HS Head Lacrosse
HS Head Soccer
HS Head Softball
HS Head Swimming
HS Head Track
HS Head Volleyball
HS Head Wrestling

GROUP 3

HS Asst Band Dir (*Add'l Asst Band Dir approved, if >100 students*)
HS Asst Basketball
HS JV Basketball
HS Frosh Basketball
HS Asst Football
HS Frosh Football
HS Asst Wrestling
HS JV Wrestling

GROUP 4

HS Asst Baseball
HS JV Baseball
HS Frosh Baseball
HS Head Cross Country
HS Drama Dir - Fall
HS Drama Dir - Winter
HS Drama Dir - Spring
HS Asst Frosh Football
HS Head Golf (Girls)
HS Head Field Hockey
HS Asst Lacrosse
HS JV Lacrosse
HS Freshman Mentor
HS Asst Soccer
HS JV Soccer
HS Asst Softball
HS JV Softball
HS Frosh Softball
HS Head Tennis
HS Asst Track
HS Vocal Dir / Keynotes
HS Vocal Music Accompanist
HS Asst Volleyball
HS JV Volleyball
HS Frosh Wrestling

GROUP 5

HS Var Basketball Cheer
HS Asst Cross Country
HS Faculty Mgr - Fall

HS Faculty Mgr - Winter
HS Var Football Cheer
HS JV Golf (Girls)
HS Asst Tennis
HS Frosh Volleyball
MS Band Dir
MS Faculty Mgr - Winter
MS Vocal Dir

GROUP 6

HS Faculty Mgr - Spring
HS Asst Field Hockey
HS Strings / Orchestra Dir
HS Yearbook
MS 8th Gr Baseball
MS 7th Gr Baseball
MS 8th Gr Basketball
MS 7th Gr Basketball
MS Faculty Mgr - Fall
MS Faculty Mgr - Spring
MS 8th Gr Football
MS 7th Gr Football
MS Golf
MS Lacrosse
MS 8th Gr Softball
MS 7th Gr Softball
MS Track
MS 8th Gr Volleyball
MS 7th Gr Volleyball
MS Wrestling

GROUP 7

District Dept / Bldg Chairs
HS JV Basketball Cheer
HS JV Football Cheer
HS Asst Drama Dir - Fall
HS Asst Drama Dir - Spring
HS Asst Drama Dir - Winter
HS Forensics Team
HS Majorette / Flag Corps
MS Asst Band
MS Cross Country
MS Asst Football
MS Asst Lacrosse
MS Asst Track
MS Washington DC Coord
MS Asst Wrestling
ES Strings

GROUP 8

HS Frosh Basketball Cheer
HS Frosh Football Cheer
HS Drama Choreographer - Fall
HS Drama Choreographer - Winter
HS Drama Choreographer - Spring
HS Jr Class Advisor
HS Asst Forensics
HS In the Know
HS Percussion Advisor

HS Show Choir Choreographer
HS Student Council
HS Weight Trng Coord - Fall
HS Weight Trng Coord - Winter
HS Weight Trng Coord - Spring
HS Weight Trng Coord - Summer
MS Asst Cross Country
MS Strings / Orchestra Dir

GROUP 9

HS Head Bowling
HS Sr Class Advisor
HS Community Service Performance
HS Drama Tech Dir - Fall
HS Drama Tech Dir - Winter
HS Drama Tech Dir - Spring
HS Ski Club Advisor
MS Basketball Cheer
MS Football Cheer
ES Safety Patrol

GROUP 10

HS Drama Instrumental Dir - Fall
HS Drama Instrumental Dir - Winter
HS Drama Instrumental Dir - Spring
HS Literacy Magazine
HS School Newspaper
HS Science Fair
HS Teen Advocate
MS Drama Club
MS Science Fair
ES Music Dir - Winter
ES Music Dir - Spring

GROUP 11

HS Art Club
HS Frosh Class Advisor
HS Soph Class Advisor
HS French Club Advisor
HS German Club Advisor
HS Industrial Technology Club
HS National Honor Society
HS Odyssey of the Minds
HS Spanish Club Advisor
HS Sports Stat - Fall
HS Sports Stat - Winter
HS Thespians
MS Spelling Bee
MS Student Council
MS Teen Advocate
MS Washington DC Chaperones
MS Yearbook
ES Music Asst - Winter
ES Music Asst - Spring
ES Spelling Bee

APPROVED CLUB ACTIVITIES

MS Chess Club - Volunteer Advisors
MS Tennis - Volunteer Advisors

TEACHER DRESS MEMORANDUM OF UNDERSTANDING

The following shall be the general standards and/or guidelines for teacher dress:

1. Fridays shall be designated as Olentangy School Spirit Days. On Fridays, teachers may wear blue/denim jeans if they are clean, neat and worn with Olentangy logo attire or school assigned colors.
2. On Spirit Days, other team logos (not Olentangy) with blue/denim jeans are not acceptable.
3. "Bib" style pants or overalls, regardless of the material and/or day of the week, are not acceptable.
4. Any attire which exhibits excessive wear, such as fraying or holes, is not acceptable.
5. Foot attire should remain professional. Soiled or tattered tennis shoes are not acceptable.
6. Building sponsored "spirit days" for Olentangy or other teams or events are not discouraged, but must be pre-planned and coordinated between the building faculty and the building administrator.
7. For field trips, teachers may wear clothing which is appropriate to the scheduled activity.

Olentangy Health Insurance Coverage Levels
Standardized Managed Care Preferred Provider Plan A

Olentangy Local School District SuperMed Plus PPO Replacement Effective 9/1/2012		
		
Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Older Age Child	28	
	Removal End of Month	
Pre-Existing Condition Waiting Period (Does not apply to members under the age of 19)	Initial Waiver; All others 3 -12	
Overall Annual Benefit Period Maximum	Unlimited	
Blood Pint Deductible	0 pints	
Benefit Period Deductible – Single/Family ¹	\$250 / \$250	\$500 / \$500
Coinsurance	90%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,250 / \$1,250	\$2,500 / \$2,500
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	80% after deductible
Specialists Office Visit ^{2,3}	\$25 copay, then 100%	80% after deductible
Urgent Care Office Visit ²	\$75 copay, then 100%	80% after deductible
All Immunizations	100%	80% after deductible
Allergy Testing	\$15 copay, then 100%	80% after deductible
Allergy Treatment	100%	80% after deductible
Preventative Services – in accordance with State and Federal Law⁵	100%	80% after deductible
Routine Physical Exam (Ages 21 and over)	100%	50% after deductible ⁴
Well Child Care Services including Exam , Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth To Age 21)	100%	80% after deductible
Routine Vision Exams (One exam every two benefit periods; Age 21 and over) ²	100%	\$10 copay, then 100%
Routine Hearing Exams (One exam every two benefit periods; Age 21 and over)	100%	50% after deductible ⁴
Routine Pap Test	100%	80% after deductible
Routine Mammogram (1 per benefit period)	100%	80% after deductible
Routine Lab, X-ray and Medical Testing (All Ages)	100%	50% after deductible ⁴
Routine Endoscopic Services (All Ages)	100%	50% after deductible ⁴ (Professional); 80% after deductible (Institutional)
Outpatient Services		
Surgical Services	90% after deductible	80% after deductible
Diagnostic Services	90% after deductible	80% after deductible
Physical, Occupational, Speech, and Chiropractic Therapies (60 combined visit per benefit period)	90% after deductible	80% after deductible
Cardiac Rehabilitation	90% after deductible	80% after deductible
Emergency use of an Emergency Room ⁶	\$200 copay, then 100%	
Non-Emergency use of an Emergency Room ^{6,7}	\$200 copay, then 100%	\$200 copay, then 80%
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	80% after deductible
Maternity	90% after deductible	80% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	80% after deductible
Benefits	Network	Non-Network
Additional Services		
Ambulance	90% after deductible	80% after deductible
Durable Medical Equipment	90% after deductible	80% after deductible

Elective Abortions	NOT COVERED	NOT COVERED
Home Healthcare (60 visits per benefit period)	90% after deductible	80% after deductible
Hospice	90% after deductible	80% after deductible
Jobst Stockings (4 pairs per benefit period)	90% after deductible	80% after deductible
Mastectomy Bras (2 per benefit period)	90% after deductible	80% after deductible
Organ Transplants	90% after deductible	80% after deductible
Private Duty Nursing	90% after deductible	80% after deductible
Residential Treatment Centers	90% after deductible	80% after deductible
Services billed for a Diagnosis of Obesity (including but not limited to Weight Loss Surgical Services and complications)	NOT COVERED	NOT COVERED
TMJ Services (\$1,000 lifetime maximum)	90% after deductible	80% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

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

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

Deductible expenses incurred for services by a network provider will only apply to the network deductible. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible.

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

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.

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

²The office visit copay applies to the cost of the office visit only.

³The PCP copayment will apply to Specialist office visits when services are rendered outside the SuperMed Service area

⁴Not applied to Coinsurance Out-of-Pocket Maximum.

⁵Preventative services include evidence-based services that have a rating of “A” or “B” in the United States Preventative Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁶Copay waived if admitted.

⁷The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

Olentangy Health Insurance Coverage Levels
Prescription Drug Program

			Olentangy Local School District Prescription Drug Program ¹ PPO Drug Replacement Effective 9/1/2012		
Benefits	Copay	Day Supply			
Benefit Period	January 1 st through December 31 st				
Dependent Age Limit	Same as Medical				
Retail Program with Oral Contraceptive Coverage ^{2,3}					
Generic Copayment	\$10	34			
Formulary Copayment	\$15	34			
Non-Formulary Copayment	\$30				
Mail Order Program with Oral Contraceptive Coverage ³					
Generic Copayment	\$20	90			
Formulary Copayment	\$30	90			
Non-Formulary Copayment	\$60				

Note: 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.

¹Coverage includes Preventive Medications, in accordance with Federal Law.

² If the member requests a brand name drug and a generic equivalent drug is manufactured, the member pays the Brand Copayment plus the difference between the brand and generic costs. If a generic drug is not manufactured, the member pays the Brand Copayment only.

³ The following Diabetic Supplies are covered: insulin, syringes and needles and lancets and test strips when dispensed on the same day as insulin. The member pays separate copay for each supply purchased on the same day.

Olentangy Health Insurance Coverage Levels
HDHP/HSA PLAN



Olentangy Local School District
SuperMed Plus
High Deductible Plan with HSA
Effective 1/1/2013



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Older Age Child	28	
	Removal Upon End of Month	
Pre-Existing Condition Waiting Period (Does not apply to members under the age of 19)	Initial Group Waiver; All others 3 -12	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Not Apply	
Blood Pint Deductible	0 pints	
Benefit Period Deductible – Single/Family ¹	\$2,500 / \$4,800	\$4,800 / \$9,600
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	\$4,800 / \$9,600
Physician/Office Services		
Office Visit (Illness/Injury)	100% after deductible	80% after deductible
Urgent Care Office Visit	100% after deductible	80% after deductible
All Immunizations	100%	80% after deductible
Allergy Testing	100% after deductible	80% after deductible
Allergy Treatment	100% after deductible	80% after deductible
Preventative Services – in accordance with State and Federal Law²	100%	80% after deductible
Routine Physical Exam (Age 21 and over)	100%	80% after deductible
Well Child Care Services including Exam , Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth to Age 21)	100%	80% after deductible
Routine Vision Exams - (One every two benefit periods; Age 21 and over)	100%	80% after deductible
Routine Hearing Exams – (One every two benefit periods; Age 21 and over)	100%	80% after deductible
Routine Pap Test	100%	80% after deductible
Routine Mammogram (1/yr)	100%	80% after deductible
Routine Lab, X-ray and Medical Testing (All Ages)	100%	80% after deductible
Routine Endoscopic Services (All Ages)	100%	80% after deductible
Prescription Drugs – Oral Contraceptives included^{3,4,5}		
Retail – 90 Day Supply Home Delivery – 90 Day Supply	100% after deductible	
Preventative RX – Retail/ Home Delivery	Preventative – 100% (Preventive List 1 & 2)	
Outpatient Services		
Surgical Services	100% after deductible	80% after deductible
Diagnostic Services	100% after deductible	80% after deductible
Physical, Occupational, Speech, and Chiropractic Therapies (60 combined visit per benefit period)	100% after deductible	80% after deductible
Cardiac Rehabilitation	100% after deductible	80% after deductible
Emergency use of an Emergency Room	100% after deductible	
Non-Emergency use of an Emergency Room	100% after deductible	80% after deductible
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	80% after deductible
Maternity	100% after deductible	80% after deductible
Skilled Nursing Facility (100 days per benefit period)	100% after deductible	80% after deductible
Additional Services		
Ambulance	100% after deductible	80% after deductible
Benefits	Network	Non-Network

Durable Medical Equipment	100% after deductible	80% after deductible
Elective Abortions	NOT COVERED	NOT COVERED
Home Healthcare (60 visits per benefit period)	100% after deductible	80% after deductible
Hospice	100% after deductible	80% after deductible
Jobst Stockings (4 pairs per benefit period)	100% after deductible	80% after deductible
Mastectomy Bras (2 per benefit period)	100% after deductible	80% after deductible
Organ Transplants	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
Residential Treatment Centers	100% after deductible	80% after deductible
Services billed for a Diagnosis of Obesity (including but not limited to Weight Loss Surgical Services and complications)	NOT COVERED	NOT COVERED
TMJ Services (\$1,000 lifetime maximum)	100% after deductible	80% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: 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.

Deductible expenses incurred for services by a network provider will only apply to the network deductible. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible.

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.

¹Maximum family deductible. Member deductible is the same as single deductible

²Preventative services include evidence-based services that have a rating of “A” or “B” in the United States Preventative Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

³Failure to present an ID card may result in decreased benefit.

⁴Coverage includes Preventive Medications, in accordance with Federal Law

⁵The following Diabetic Supplies are covered: insulin, syringes and needles and lancets and test strips when dispensed on the same day as insulin.

Olentangy Local School District

Affidavit of Same Sex Domestic Partnership

I, _____, hereby certify that _____

is my domestic partner and that:

1. We share a permanent residence (unless residing in different cities, states, or countries on a temporary basis).
2. We are in a long-term committed relationship and have been in this relationship for at least six (6) months.
3. We are of the same gender as each other and we are each other's sole domestic partner and intend to remain so indefinitely.
4. We are responsible for each other's common welfare.
5. We are at least eighteen (18) years of age or older.
6. We are not legally married to anyone.
7. We are not related by blood closer than would bar marriage in the State of Ohio.
8. We are mentally competent to consent to contract.
9. We share financial obligations, as demonstrated by the existence of at least two of the following conditions (please check all that apply):

____A. We have common or joint ownership of a residence (house, condominium, or mobile home). (Deed/Title)

____B. We share at least two of the following:
1) Joint ownership of a motor vehicle (Title)
2) Joint checking account (Bank Statement)
3) Joint credit account (Statement)
4) Residential lease identifying both partners as tenants (Lease)

____C. My domestic partner has been designated as a primary beneficiary of at least one of the following:
1) My Olentangy Local School District Term Life Insurance
2) My will
3) A trust

NOTE: At least two (2) documents are required to prove the existence of the above mentioned conditions.

I agree to file, within 30 days of the termination of my domestic partnership, an Affidavit of Termination of Domestic Partnership with the Treasurer's Office affirming that the domestic partnership has been terminated and that a copy of the Affidavit of Termination of Domestic Partner Status has been mailed to my previous partner. I understand that another Affidavit of Domestic Partnership cannot be filed until six (6) months after the most recent domestic partnership has been terminated.

I understand the information in this affidavit will be used by the School District for the sole purpose of determining my eligibility for domestic partnership benefits. This information will be treated as confidential to the extent permitted by Ohio law and will be used solely for the administration of benefits by the Olentangy Local School District. I understand that availability of these benefits is based on eligibility requirements and subject to changes in program provisions and Ohio law.

I, the undersigned Olentangy Local School District employee, understand that falsification of information in this affidavit may lead to disciplinary action, up to and including termination from employment.

Signature of Employee

Date of Birth

Date

Signature of Witness

Date

Olentangy Local School District

Tax Information Sheet for Domestic Partners

The Internal Revenue Code provides that gross income includes compensation for services, including fees, commissions, fringe benefits, and similar items.

As with many forms of compensation for services offered by the Olentangy Local School District to its employees, insurance benefits are taxable gross income by IRS unless excluded by IRS rules.

There is a question as to whether the payments made on behalf of Domestic Partner by the District under its policy are taxable or nontaxable to the employee.

Section 106 of the Internal Revenue Code provides that gross income of an employee does not include employer provided coverage under an accident or health plan through insurance or otherwise. This includes the coverage for a spouse, or other dependents as defined by the IRS. Coverage provided for individuals other than the employee and his or her dependents, as defined by the IRS, is taxable income to the employee.

Therefore that portion of health insurance coverage or other non-cash benefits attributable to a domestic partner will be considered gross income to the employee unless the domestic partner meets the definition of a dependent of the employee for IRS purposes.

Under the IRS code, a domestic partner, to qualify as a dependent, must be an individual who receives more than half of his or her support for the calendar year from the employee and is an individual who for the taxable year of the employee has his or her principal place of abode in the home of the taxpayer and is a member of the taxpayer's household.

As an employee who is enrolling for domestic partner benefits, please be aware that the Declaration of Domestic Partner Status is intended for internal purposes only and does not define the domestic partner as a dependent for IRS purposes. The partner must meet the definition of dependent under IRS Rules for the employee's benefits that are attributable to the domestic partner to be considered non-taxable income.

The employee is advised to seek professional tax advice on this matter. The Olentangy Local School District and the Office of the Treasurer do not intend this information to be legal tax advice, and does not warrant the accuracy of the information provided on this matter. The Olentangy Local School District will not accept responsibility for any loss of tax liability of the employee or his or her partner in the offering of domestic partner benefits.

action, including termination of employment, (2) that the District may ask me to provide evidence that the eligibility requirements are being met, (3) that, unless my Domestic Partner is a tax-qualified dependent, the District's cost of providing these benefits to my Domestic Partner is considered taxable income to me, and (4) that it is possible that this Certification of Domestic Partnership could be used as evidence by creditors of my Domestic Partner.

Signature of Employee

Date

Signature of Domestic Partner

Date

B. Domestic Partner Certification as a Tax-Qualified Dependent

I have read the "Tax Information Sheet for Domestic Partner's and, based on consultation with a tax advisor, I certify that the previously named person who I am enrolling for coverage is my legal tax dependent under IRS Sec. 152. I understand that falsely certifying dependency status could result in disciplinary action (including termination) from the Olentangy Local School District, as well as potential charges of tax fraud. I further agree to notify the Olentangy Local School District Treasurer's Office immediately of any change in this tax status.

Signature of Employee

Date

Approved: For Olentangy Local School District

Name

Date

Olentangy Local School District

Statement of Termination of Domestic Partnership

I, _____, affirm, under penalty of perjury, that the Affidavit of
Name of Employee (Print)

Domestic Partnership attested to and signed by me on _____ is terminated as specified below:

Name of Domestic Partner: _____

Termination of the Affidavit of Domestic Partnership is due to:

Termination of Domestic Partnership _____
Date

Death of Domestic Partnership _____
Date

I understand that another Affidavit of Domestic Partnership cannot be filed until six (6) months after this Statement of Termination of Domestic Partnership has been filed with the Treasurer's Office. I understand that for an equivalent time as under COBRA, my former domestic partner may maintain insurance benefits at his/her cost.

I shall mail a copy of this signed statement to my surviving former Domestic Partner.

Signature

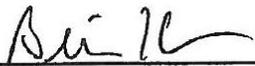
Date

R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Olentangy Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Master Contract between the Board and the Olentangy Teachers Association, effective from July 1, 2016 through June 30, 2017.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.



Treasurer



Superintendent



Board President

January 28, 2016

Letter of Understanding

With respect to Article 17 (G) of the Negotiated Agreement, the parties agree that if a teacher is assigned in the same day to teach in Building A, then Building B, and then back to Building A, that teacher has been assigned to two buildings that day.

Olentangy Teachers Association

Olentangy Local School District

President

Superintendent

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