

08-02-2017 1380-01 17-MED-04-0473 K35724

COLLECTIVE BARGAINING AGREEMENT

OBERLIN BOARD OF EDUCATION

AND

OBERLIN OHIO EDUCATION ASSOCIATION

2017-2020 (7/1/17-6/30/20)

COLLECTIVE BARGAINING AGREEMENT OBERLIN BOARD OF EDUCATION AND OBERLIN OHIO EDUCATION ASSOCIATION 2017-2020

TABLE OF CONTENTS

PAGE

ARTICLE I 1.01. 1.02.	Recognition of Association Membership in Professional Organizations	1 1
1.03. <u>ARTICLE II</u>	Release Time for Association President Negotiations Procedures	
2.01.	Initiating Negotiations	
2.02.	Bargaining Model	2
2.03.	Negotiating Teams	2
2.04.	Exchange of Information	
2.05.	Agreement	
2.06.	Disagreement	
2.07.	Meeting	3
		0
ARTICLE III	Association Rights	
3.01. 3.02.	Exclusive Rights	
3.02.	Continuing Membership Right to Fair Share Fee	
5.05.		
ARTICLE IV	Personnel Record	7
4.01.	Master File	
4.02.	Building File	8
4.03.	Written Reprimand	
4.04.	Personnel Record Request Form	8
<u>ARTICLE V</u>	Academic Freedom	8
	Delitical Dights of Teacher	0
<u>ARTICLE VI</u>	Political Rights of Teacher	9
ARTICLE VII	Compensation	
	Salary	
	Tuition Reimbursement	
7.03.	Extended Service	
7.04.	Employment	
7.05.	Regular Teacher Compensation for Emergency Substitute Duty	
7.06.	Curriculum	22
7.07.	Extracurricular Service	23
7.08.	Retirement Pickup	29
7.09.	Tuition Waiver	30

ARTICLE VII	I Payroll	30
8.01.	Pay Periods	30
8.02.	Payroll Deduction, Dues	30
8.03.	Delayed Accounting for Absence	
8.04.	Rate for Computing Deductions	
8.05.	Ratio for Salary Adjustment Prior to Completing Contract	
8.06.	Direct Deposit	
8.07.	Cost-Neutral TPO Supplemental Stipend	.31
ARTICLE IX	Insurance Benefits	31
9.01.	Term Life Insurance	
9.02.	Hospitalization, Medical, Prescription, Vision and Dental Insurance	
9.03.	Cost of Insurance Benefits	
9.04.	Health Care Committee and Cost Containment	
9.05.	Spousal Mandate	
9.06.	Smoking	
01001	ee.ag.	
ARTICLE X	<u>Calendar</u>	32
10.01.	Calendar Days	35
10.02.	School Calendar	36
ARTICLE XI		
	Instructional Load	
	Preparation Period	
	Non-Instructional Duties	
	Traveling Teachers	
	Job Sharing	
	Building Security	
	Copy Machines	
	Building Access	
11.09.	Evaluating Data Collection Procedures and Materials	.40
ARTICLE XII	Teaching Duties and Responsibilities	.40
	Teaching Day	
	Faculty Meetings	
	Homeroom	
	Planning	
	Copyright	
	Grades	
	Communication	
	Interim Reports	
ARTICLE XII		
	District Site Committee	
13.02.	Building Site Committee Process	44
ARTICI E XIV	/ Leave Provisions	46
	Sick Leave	
	Personal Business Leave	
	Maternity and Paternity	
	y	

14.04. Pregnancy Disability	50
14.05. Professional Leave	50
14.06. Assault Leave	50
14.07. Sabbatical and Study Leave	51
14.08. Unpaid Leaves of Absence	
14.09. Emergency Leave	
14.10. Jury Duty	
14.11. Absence	
14.12. Military Leave	
14.13. Resumption of Service	
14.14. Teacher Exchange	
14.15. Fringe Benefits	
ARTICLE XV Teacher Evaluation Procedure	55
15.01. Introduction	
15.02. Definitions	
15.02. Demnions	
15.04. Standards Based Teacher Evaluation	
15.05. Assessment of Teacher Performance	-
15.06. Formal Observation and Classroom Walkthrough Sequence	
15.07. Assessment of Student Growth	
15.08. Final Evaluation Procedures	
15.09. Professional Growth Plans and Professional Improvement Plans	
15.10. Core Subject Teachers - Testing for Content Knowledge	61
15.11. Educator Evaluation Timeline	62
ARTICLE XVI Grievance Procedure	
16.01. Definitions	
16.02. Rights of the Grievant and the Association	
16.03. Time Limits	
16.04. Grievance Procedure	
16.05. Released Time for Grievance Arbitration	66
16.06. Grievance Procedure Forms	66
ARTICLE XVII Vacancies and Transfers	70
17.01. General	
17.02. Voluntary Transfer	70
17.03. Involuntary Transfer	
17.04. Vacancies	
ARTICLE XVIII Retirement and Severance Pay/Retirement Incentive Program	
18.01. Cash Payment for Sick Leave Credit	71
ARTICLE XIX Reduction in Force	72
19.01. Staff Reduction	72
19.02. Attrition	
19.03 Lavoffs	72
19.03. Layoffs	72 72
19.03. Layoffs 19.04. Recall 19.05. Recall Procedure Exclusions	72 72 74

ARTICLE XX	Nonrenewal Procedure	76
ARTICLE XXI	Professional Improvement	77
	atisfactory Teaching Performance Definition	
	stract Termination Procedure for Continuing Contracts	
	fessional Improvement Process	
21.04. App	eals	00
	Mentor Teacher / Resident Educator Program	
22.01. Mer	ntor Teacher Assignment	80
22.02. Mer	ntor Eligibility Criteria	80
22.03. Mer	ntor Teacher Role in Evaluation Process	81
22.04. Hiri	ng and Compensation of Mentor Teachers	81
	Juation of Mentoring Program	
22.06. Dist	rict Lead Mentor	
	ident Educator Teachers	
	solution of Mentor/Mentee Conflict	
22.00.163		02
ARTICLE XXIII	Evaluation of Coaches/Advisors	82
23.01. Intro	oduction	82
23.02. Wh	o Will Be Evaluated	82
	raisal Team	
	os in Appraisal	
	ms	
	nclusion	
20.00.001		
ARTICLE XXIV	Teacher Involvement In Filling Vacancies	
	nmitment	
	cher Participation	
	ler Represented Groups	
	cess for Interviewing and Recommending Candidates	
	5 5	
	Exchanges	
24.00. HIIII	ng Building Administrators	
24.07. Hiri	ng District-Level Administrators	85
ARTICLE XXV	Oberlin Professional Development Committee	85
25.01. Nar	ne, Scope	85
25.02. Aim	s and Purposes	85
	nbership	
	etings	
	P Submission, Decision-making, and Appeals Processes	
	siprocity	
	ending the By-Laws	
25.07. Am		00
ARTICLE XXVI	General Provisions	88
	al Opportunity	
•	flict With Law	
	re Agreement Clause	
	nagement Rights	
20.07.100		

ARTICLE XXVII Duration and Reopener	
Execution	90

Appendix A

Head Coach Evaluation Coaches Evaluation Extracurricular Advisor Evaluation

Appendix B Medical Information

Appendix C Summative Evaluation Report

ARTICLE I

RECOGNITION

1.01. Recognition of Association

During the term of this agreement, the Board recognizes the Oberlin Ohio Education Association ("OOEA") as the sole and exclusive bargaining representative for a bargaining unit consisting of teaching personnel, guidance counselors, certificated librarians, school psychologists, certificated nurses, administrative intern, home instructors, long-term substitute teachers effective with the sixty-first consecutive school day of employment in a specific teaching assignment, Dean of Students, District Technology Coordinator, Permanent District Substitute and all other certificated teaching personnel under teaching contracts with the Board on a regular full-time or part-time basis. Excluded from representation shall be the Superintendent, Assistant Superintendent, all principals and assistant principals, and any other administrator employed under contract issued in accordance with Section 3319.02 of the Ohio Revised Code. Persons employed to serve as In-School Restriction teachers shall be employed as Permanent District Substitute on an hourly rate, are not eligible for other benefits like sick leave or health insurance, are members of the bargaining unit but shall not be required to pay the Section 3.03 fee.

1.02. <u>Membership in Professional Organizations</u>

Both parties recognize that certified personnel have the right to join or not join any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment. Such organization may set criteria for membership but may not exclude teachers as members on the basis of sex, marital status, race, creed or national origin.

1.03. <u>Release Time for Association President</u>

The Association President shall, with the prior approval of the Superintendent, be released from teaching duties without loss of pay to attend to Association business. Such release time shall be provided to deal only with emergency Association matters that cannot be addressed after the close of the normal school day.

Upon election, the Association President shall consult with her/his building principal, who will make a good-faith effort to develop the President's teaching schedule such that she/he is scheduled for a preparation/conference during the last portion of the regular teacher workday.

ARTICLE II

NEGOTIATIONS PROCEDURES

2.01. Initiating Negotiations

Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party during the month of January in a year in which this Agreement expires. Within fifteen (15) working days of receipt of the submission letter, the parties shall hold their first negotiating session. Before that first session, the Superintendent and OOEA President shall meet for a pre-

negotiations meeting to decide the bargaining model to be employed and, depending upon that model, any other mutually agreed changes to the bargaining procedure set forth below, including the composition and number of members of the bargaining teams.

2.02. Bargaining Model

Unless an alternate bargaining model is employed, <u>e.g.</u>, IBB, at the first negotiations meeting, the parties shall exchange complete packages of proposals prepared in form and detail such that, if accepted by the other party, the proposals would be complete and ready for inclusion in a new agreement. "Laundry lists" are not acceptable. The negotiations agenda shall be established by the proposal packages exchanged and, once established, shall not be altered except by mutual consent.

2.03. Negotiating Teams

At any negotiations session, either party may be represented by no more than six (6) representatives. The parties are also permitted to bring outside consultants to meetings to provide specialized or expert information for the team that invites him or her. The chief negotiator of the other team will be advised of the intent to use a consultant, and his/her identity, at least forty-eight (48) hours before the negotiating session at which the consultant will appear. Topic(s) and reasonable length of presentation by the consultant shall be mutually agreed upon.

2.04. Exchange of Information

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and such other information available to either party as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute, compile or otherwise develop data or information in other than its existing form.

2.05. Agreement

Final agreement reached through negotiations shall be reduced to writing and submitted by the Association to the teachers for ratification. The Association negotiators shall recommend the proposed Agreement and ratification unless they indicate otherwise in writing to the Board's negotiators. Upon ratification by the Association, the Agreement shall be submitted to the Board for adoption. The Board's negotiators shall recommend the proposed Agreement and its adoption unless they indicate otherwise in writing to the Association negotiators. The Board must make said considerations within fifteen (15) calendar days of the date of teacher ratification. If the Agreement is ratified by the Association and adopted by the Board, the Agreement shall be signed by the President of the Board and by the President of the Association and shall become the Collective Bargaining Agreement.

2.06. Disagreement

If, after sixty (60) days from the first negotiating session, agreement has not been reached, the services of the Federal Mediation and Conciliation Service shall be utilized. If a party calls for mediation involvement, the other party shall join in a joint request. The parties agree to employ the dispute resolution procedure set forth herein in place of the procedure set forth in R.C. 4117.14.

2.07. Meeting

Negotiating meetings shall be scheduled with the least interruption of school schedules. However, if necessary and upon agreement of the teams, Association members of the team, with prior administrative approval may be relieved of all regular and/or supplemental duties without loss of pay to attend negotiation meetings.

ARTICLE III

ASSOCIATION RIGHTS

3.01. Exclusive Rights

Recognition of the Association as the bargaining agent shall entitle the Association to certain exclusive rights, which shall not be afforded to other organizations which seek status as the bargaining agent for member of the bargaining unit:

- a) Bulletin Boards The building representatives of the Association in each individual building will be entitled to use the portion of the bulletin board designated for Association business.
- b) Time at Faculty Meeting Provided advance notice is given to the administrator(s) conducting the meetings, representatives of the Association may make brief announcements at the close of school faculty meetings.
- c) Use of School Equipment Provided that advance notice is given to the individual responsible for the equipment and that such equipment is not needed for other school functions, Association building representatives will be permitted to use individual school equipment, including typewriters, other duplicating equipment, computers, and all types of audio-visual equipment, when such equipment is not otherwise in use and in accordance with the procedure set forth above. The Association will be permitted to use school buildings for meetings at reasonable times, so long as no additional cost is incurred by the Board for use of such facilities. Supplies consumed in connection with equipment used by the Association will be compatible with the equipment and will either be furnished or paid for by the Association, provided, however, that the Association shall not be permitted to use on-line mainframe equipment without the express approval of the building administrator or to use computer facilities maintained at the Board office.
- d) Dissemination of Materials The Association shall have the right to:
 - 1. Place notices, circulars and other materials in all teachers' mail boxes
 - 2. Use the interschool mail system to distribute material of the type described above.
- e) Use of the Building PA System Provided advance notice is given to the Building Principal, the building representative may make announcements over the PA before or after the student day.

- f) Notification of School Board Meetings The Association shall receive notice of any regular or special Board meetings in accordance with the provisions of the Ohio Open Meeting Law, O.R.C. Chapter 124. Such notification shall be made to the President of the Association on the same basis as made to members of the news media.
- g) School Board Agenda The Association shall receive an advance copy of the agenda of each Board meeting, along with the routine personnel report which accompanies said agenda. The Association also will be provided with the monthly Treasurer's report and all other items that will be discussed in Board meetings and that are submitted for Board action on the agenda. Such items shall be sent to the Association President by interschool mail or regular mail during vacations at the same time they are sent to the Board. Such materials also can be picked up at the Board office on request of the Association President or designee. Certain confidential matters, except those pertaining to members of the bargaining unit, may be deleted from the personnel report provided to the Association.
- h) Information Names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contract within a reasonable time after such information is available to the Board.
- i) New Teacher Orientation The Association shall be entitled to participate in initial planning and orientation meetings for professional staff members. This includes the right to place a letter in the information packet to all new teachers informing said teachers that the Association is recognized as the exclusive bargaining agent for all professional staff members of the School District.
- j) Supplies and Materials Upon reasonable advance notice, the Association may be entitled to purchase supplies and materials from the Board's supplies at the same price paid by the Board, provided sufficient supplies are available for Board use.
- k) Right of Visitation by Association President or Designee The Association President and/or his/her designee shall have the right to visit school buildings, in accordance with the following procedures: such visitation shall be conducted at a time and in a manner which does not interfere with the performance of the Association President's teaching responsibilities or with the teaching responsibilities of those individuals to be consulted by the President or his/her designee. The Association President and/or his/her designee, upon entry, shall advise the building principal of their presence and identify the staff member to be consulted.
- Building Meetings Association building representatives may call meetings of Association members assigned to that building after completion of the members' professional responsibilities in a school day.
- Printing and Providing Copies of the Contract The Association and the Board will provide copies of this contract via e-mail to all professional staff members within thirty (30) days of the date of final agreement or at the time of employment, whichever shall later occur.

- n) Reprisal Representatives of the Association shall participate in negotiations or other Association business freely without fear of penalty, sanction, reprisal or recrimination. No penalty or sanction, nor threat nor implication thereof, shall attach to performance of Association duties, provided, however, that this paragraph shall not be construed so as to authorize, condone, excuse or protect any conduct which is a violation of the laws of the State of Ohio.
- o) Association Leave Annually, the Board shall authorize up to a maximum of six (6) total days of absence without loss of pay or benefits to professional staff members elected to represent the Association at the annual O.E.A. representative assembly. At least seven (7) days in advance of attendance at such assembly, the Association President shall advise the Superintendent, in writing, of the identity of the individuals to take leave under this provision and the dates of their absence. As noted above, such leave may be taken without loss of pay or benefits, but individual Association members will be responsible for expenses incurred in attending such meetings.
- p) Administration Association Consultation The Association President or designee shall meet on a regular basis, generally twice a month and just prior to each Board meeting, with the Superintendent to discuss matters of mutual concern that may arise from the administration of this Agreement. The Association President or the Superintendent may bring an additional representative to the meeting.
- q) Students' Use of Technology A teacher exercising reasonable supervisory care shall not be held responsible for a student's violation of the District authorized use policy.

3.02. Continuing Membership

- a) The Treasurer shall honor a single written authorization from a teacher for payroll deduction of professional dues, unless and until that authorization is revoked by the teacher, in writing, prior to September 1 of a given membership year.
- b) The Association President shall provide the Treasurer, in writing, with the amount of Association dues to be deducted from the paychecks of Association members authorizing such deductions on or before the first Friday of each new school year. The Association President shall provide the Treasurer with the list of new members who have authorized deductions, with executed deduction authorization forms, by September 30.

3.03. Right to Fair Share Fee

- a) Payroll deduction of 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 OOEA a fair-share fee for the Association's representation of such nonmembers during the term of this contract. The Association is responsible for advising the Treasurer of the amount of fair-share fees to be deducted from nonmembers with notice to be provided to the Treasurer by January 15 of each school year.
- b) Notification of the Amount of Fair Share Fee Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association,

shall be transmitted by the Association to the Treasurer of the Board on or about 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.

c) All Fair Share Fee Payers - Payroll deduction of such fair share fee shall begin at the first payroll period in February except that no fair-share fee deduction shall be made for bargaining unit members employed after October 31 until the second paycheck after notice from OOEA, which period shall be the required probationary period of newly employed bargaining unit members.

Upon Termination of Membership During the Membership Year - The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

- d) Transmittal of Deductions The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- e) Procedure for Rebate The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4417.09(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.
- f) Entitlement to Rebate Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- Indemnification of Employer The Association agrees to hold the Board, including its g) officers, members, and agents and specifically including the Superintendent, Treasurer, and other members of the Administration, harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of fair share fees or dues, to indemnify the Board (as defined above) for any liability imposed on it as a result of any such suit, claim, or administrative proceeding, to provide legal defense for the Board (as defined above) in any said suit, claim or administrative proceeding, and to reimburse the Board (as defined above) for any and all expenses incurred by the Board in any such suit, claim, or administrative proceeding, including court costs. The Association shall reserve the right to designate counsel to represent and defend the Board, as defined above. The Board shall give a written notice to the President of the Association not later than twenty (20) working days of receipt by the Board of any written claim made or action filed against the Board by a non-member for which indemnification may be claimed by the Board. The Board, as defined above, agrees (1) to give full and complete cooperation and assistance to the Association and

its counsel at all levels of the proceeding, (2) to permit the Association or its affiliates to intervene as a party in the action if the Association so desires, and/or (3) to not oppose the Association or its affiliates application to file briefs amicus curiae in the action.

ARTICLE IV

PERSONNEL RECORD

4.01. Master File

- a) Personnel files and OPDC records of certified personnel shall be maintained in accordance with Revised Code Section 1347.01 et seq.
- b) The Board shall maintain a master file which shall be the only official file on all certified personnel, letters of references of confidential nature concerning employment shall be maintained in a separate file. These files shall be maintained by the Superintendent's office.
- c) Any items placed in the master file, except those of confidential nature as listed above, shall be shown to the teacher prior to their filing. The teacher will have the opportunity to initial the item to be placed in the file to indicate that he/she has seen the document. However, such initialing does not indicate the teacher's concurrence with the contents of the document, nor shall the teacher's refusal to initial the document prevent its placement in the master file.
- d) At any time, any teacher may request a review of his/her master file with the Superintendent. The review shall occur within a reasonable length of time, not to exceed ten (10) school days. The teacher shall be supplied, at Board cost, first copies of any information in such file which he/she may request; second copies of the same information will be paid for by the teacher making the request. The teacher shall complete a Personnel Record Request Form (see below) which the Superintendent's office shall supply upon request. After the office receives the Request Form, the information shall be shared with the teacher within two (2) school days.
- e) Any teacher shall have the right to place a written rebuttal to any item or items in his/her master file; such rebuttal shall be appended to the disputed information.
- f) Those persons authorized by this Agreement to review the file are Board members, Superintendent, Treasurer, principals and the individual teacher. Any authorized person other than the Superintendent or Superintendent's secretaries must sign a log enclosed in the file noting the date of such inspection. Before such file is reviewed by any person not listed above, the teacher will be advised of the pending request and given two workdays to review the file in accordance with Section 4.01(d) above.
- g) If any teacher disputes the accuracy, relevance, timeliness or completeness of information contained in his/her files, he/she may request the Superintendent to investigate the current status of the information. Within ninety (90) days, the Superintendent shall undertake such investigation and shall notify the teacher of the results of the investigation and the actions, if any, the District plans to take with respect

to the disputed information. The Superintendent shall delete any information that he/she cannot verify or that he/she finds to be inaccurate.

h) The Board shall include any rebuttal included in the file by a teacher in any subsequent transfer, report, or dissemination of the disputed information.

4.02. Building File

Administrators may maintain a building file. The building file shall be opened to a teacher upon request for observation of his/her file within one (1) day of the request.

4.03. Written Reprimand

Before a staff member is disciplined by written reprimand, the staff member will first have the opportunity to have a conference with the responsible administrator. Except in the event of an emergency affecting student health and safety, at least two working days' advance notice of the conference will be given. The staff member may bring a representative of his/her choosing to that conference, provided he/she advises the administrator, in advance, of his/her intent to bring a representative and the identity of said representative. Only alleged non-compliance with the procedures set forth above is subject to the grievance procedure, so long as the basis for the reprimand does not violate any other provisions of this Agreement.

4.04. Personnel Record Request Form

I, _____, request from my Master File copies of the following information: ______ (signed)

ARTICLE V

ACADEMIC FREEDOM

- a) The Board and the Association agree that each teacher is free to pursue in his/her class the most effective teaching possible, within the accepted and established educational program of the Oberlin Schools including federal and state requirements and standards. Recognizing an instructor's professional responsibility, judgment and latitude to select and use appropriate secondary materials to meet individual student needs and employ appropriate pedagogy, all teachers shall utilize Board-adopted curriculum materials and locally developed and approved IB materials and participate in good faith in District, building and grade level initiatives and expectations arrived at appropriately regarding curriculum and instruction.
- b) The Board shall encourage full freedom, within the law, of inquiry, teaching and research. Within his/her own area of teaching assignment, the faculty member may discuss controversial issues at a level of sophistication appropriate to the maturity of the pupils. In such discussion, all sides of such issues should be presented fairly and objectively.
- c) In his/her role as a citizen, the faculty member has the same freedom as any other citizen.

ARTICLE VI

POLITICAL RIGHTS OF TEACHER

- a) No rules or decision shall be made interfering with the free exercise of political rights and responsibilities of teachers.
- b) A teacher may seek or become involved in political activities of his/her choice so long as they do not materially disrupt the educational process.
- c) Upon election or appointment to public office on the federal, state, county or municipal level, the Board shall grant a leave of absence upon the written request of the teacher. Such leave shall be granted within thirty (30) days of the date of the request, shall be for the balance of the school year and shall be without compensation. A teacher desiring to return from such leave shall submit written notification to the Superintendent of his/her intent to return for the following school year not later than April 1.
- d) No restrictions may be imposed on the right to declare personal benefits, opinions or attitudes publicly, except as provided in Section (b) above.

ARTICLE VII

COMPENSATION

7.01. <u>Salary</u>

- a) The base salary on the schedules below shall be:
 - 1. During the 2017-2018 school year, the base salary will be increased by 1.75% to \$37,687.
 - 2. During the 2018-2019 school year, the base salary will be increased by 1.75% to \$38,347.
 - 3. During the 2019-2020 school year, the base salary will be increased by 1.75% to \$39,018.

For detailed salary schedules, see pages 12-17.

- b) Part-time teaching.
 - 1. Part-time members of the bargaining unit shall be paid a percentage of their appropriate placement on the salary schedule. In grades 6-12, the percentage shall be determined by dividing the number of assigned periods by 6. In grades 1-5, the percentage shall be determined by dividing the number of assigned periods by 7. Kindergarten half-day teaching shall be paid one-half salary. Any deviations from the above calculations shall be made only by mutual agreement between OOEA and the Board. In addition to the part-time bargaining unit

member's class schedule, the salary pays for planning time in proportion to a fulltime teacher's obligations. Planning time will be built into the part-time teacher's regular schedule. Part time teachers are encouraged to participate in team and building meetings.

- 2. A part-time teacher shall receive a full day's pay at his/her per diem rate as defined in Section 8.04 for attendance at new teacher orientation day and orientation day. A part-time teacher will also receive a full day's pay as defined above when he/she is required by the principal to attend a full day in-service activity (prorated for after school in-service: 1 minus "teacher percentage" as defined in this section 7.01b for each hour beyond the teacher's assigned hours). In order to receive payment, the part-time teacher will submit a time sheet to the principal.
- c) Home Instructors Hourly Compensation for Home Instructors shall be established at .0007 of the current base salary per hour. Home Instructors are responsible for providing instructional services to students who are unable to attend regular classes. Home Instructors are not responsible for preparation of lesson plans or grading of student work unless the student's regular classroom teacher serves as the Home Instructor in a particular course (secondary) or grade (elementary). In that event, the teacher serving as Home Instructor shall be paid at the rate of .001 of the current base salary per hour of such service. Where home instruction services are required, such hours of work first shall be offered to members of the Bargaining Unit appropriately certified to provide the necessary services.
- d) Long-term substitutes
 - 1. A long-term substitute shall be defined as a substitute assigned to a specific position for more than sixty (60) consecutive school days. Any person who, when hired, is not expected to be assigned to a specific position for more than sixty (60) consecutive school days is considered a casual substitute, not a long-term substitute. The Board may hire long-term substitutes whenever A) a bargaining unit member has a right to return to a particular teaching position; or B) a vacancy occurs after a school year has started.
 - 2. A long-term substitute shall be paid a per diem rate based on his/her appropriate placement on the salary schedule beginning with the sixty-first (61st) day of employment and assignment to a specific position. For the first sixty (60) days of such assignment, the long-term substitute shall be paid at a rate \$45 per day above that paid by the Board to starting casual substitute teachers. However, if a long-term substitute is expected to serve half a teacher year or longer, the long-term substitute shall be paid a per-diem rate based on his/her appropriate placement on the salary schedule starting on the first day of the assignment.
 - 3. A long-term substitute shall be entitled to all the rights of the bargaining unit member whom she/he is replacing, except: A) a long-term substitute shall not be eligible for any lay-off/recall rights (Article 19); and B) the employment of a long term substitute is deemed automatically concluded at the end of her/his term of

service without the need for compliance with the evaluation and nonrenewal provisions of Articles 15 and 20 below.

- e) Permanent District Substitutes
 - 1. One (1) Permanent District substitute teacher shall be employed for each building within the District. If her/his assistance is not required at her/his usual building, the permanent district substitute may be utilized in a different location.
 - 2. Permanent District substitutes shall be employed, and paid for and shall report on all student days. District substitutes shall be entitled to use sick leave as earned, <u>i.e.</u>, at the rate of one and one-quarter days per month and shall not be entitled to an advancement of sick leave.
 - Permanent District substitutes shall be paid on a per diem basis at a rate of \$15 per day above that paid by the Board to starting casual substitute teachers. The Board shall raise a Permanent District Substitute's per diem pay by five dollars (\$5) for each additional full year of service as a Permanent District Substitute.
 - 4. Permanent District substitutes shall be covered by Articles I through VI, Article 7.07 (if separately employed under a supplemental contract, Article VIII, Article 14.06, Article XVI, Article XXV, Article XXVI, Article XXVII, and ARTICLE XVIII.
 - 5. The first sixty days of service as a permanent District substitute shall constitute a probationary period. During that time, permanent District substitutes shall serve at the discretion of the Superintendent.
 - 6. Permanent District substitutes shall be eligible to participate in the insurance benefits set out in Article IX, by paying, via payroll deductions, the full premium costs associated with such benefits.
 - 7. Employment of Permanent District substitutes shall be considered automatically non-renewed at the conclusion of each school year without the necessity of further action by the Board or delivery of notice of non-renewal. If the Permanent District Substitute is interested in returning in that capacity for the following year, she/he may so advise the District in writing of that interest by May 15 and advise, as well, if she/he is seeking a regular teaching appointment elsewhere. Any teacher on the reduction-in-force list who would like to be considered for the position of Permanent District Substitute at the compensation rate (salary and benefits) associated with the Permanent Substitute position shall also make his/her interest known to the district in writing by May 15. Teachers on the RIF list and employees, who have served as Permanent District Substitutes indicating an interest in the positions for the new school year, will be granted an interview with the school building interview team. The District will advise the Permanent District Substitute of its intention to continue the relationship or not continue the relationship for the following school year not late that June 30..
 - 8. Permanent District substitutes shall not be deemed eligible for nor entitled to receive continuing contracts under Revised Code Section 3319.11.

- 9. Permanent District substitutes may apply for other vacancies which arise in the bargaining unit and, if properly certified, will be interviewed. If a Permanent District substitute is employed in a regular unit position by the Board, his/her time in the capacity of a District substitute shall count as seniority for all other purposes under this Agreement as defined by Article XIX and including proper salary schedule placement.
- f) Teacher Salary Schedules

1.75% on Base - One Step Increase OBERLIN SCHOOLS - Lorain Co. 044594 Teacher Salary Schedule For those who started working prior to July 1, 2014

					August 2017	, , , , , , , , , , , , , , , , , , , ,			
		1	11		IV	v	VI	VII	VIII
		BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	PhD
		271	211110	2					
0		\$ 37,687	\$ 39,100	\$ 40,566	\$ 42,089	\$ 43,668	\$ 45,304	\$ 45,954	\$ 46,304
1		\$ 39,100	\$ 40,566	\$ 42,089	\$ 43,668	\$ 45,304	\$ 47,003	\$ 47,653	\$ 48,003
2		\$ 40,566	\$ 42,089	\$ 43,668	\$ 45,304	\$ 47,003	\$ 48,763	\$ 49,413	
3		\$ 42,089	\$ 43,668	\$ 45,304	\$ 47,003	\$ 48,763	\$ 50,595	\$ 51,245	\$ 51,595
4		\$ 43,668	\$ 45,304	\$ 47,003	\$ 48,763	\$ 50,595	\$ 52,491	\$ 53,141	\$ 53,491
5		\$ 45,304	\$ 47,003	\$ 48,763	\$ 50,595	\$ 52,491	\$ 54,458	\$ 55,108	\$ 55,458
6		\$ 47,003	\$ 48,763	\$ 50,595	\$ 52,491	\$ 54,458	\$ 56,501	\$ 57,151	\$ 57,501
7		\$ 48,763	\$ 50,595	\$ 52,491	\$ 54,458	\$ 56,501	\$ 58,622	\$ 59,272	\$ 59,622
8		\$ 50,595	\$ 52,491	\$ 54,458	\$ 56,501	\$ 58,622	\$ 60,820	\$ 61,470	\$ 61,820
9		\$ 52,491	\$ 54,458	\$ 56,501	\$ 58,622	\$ 60,820	\$ 63,100	\$ 63,750	\$ 64,100
10		\$ 54,458	\$ 56,501	\$ 58,622	\$ 60,820	\$ 63,100	\$ 65,466	\$ 66,116	\$ 66,466
11		\$ 56,501	\$ 58,622	\$ 60,820	\$ 63,100	\$ 65,466	\$ 67,920	\$ 68,570	\$ 68,920
12		\$ 58,622	\$ 60,820	\$ 63,100	\$ 65,466	\$ 67,920	\$ 70,467	\$ 71,117	\$ 71,467
13		\$ 60,820	\$ 63,100	\$ 65,466	\$ 67,920	\$ 70,467	\$ 73,109	\$ 73,759	\$ 74,109
14		\$ 63,100	\$ 65,466	\$ 67,920	\$ 70,467	\$ 73,109	\$ 75,853	\$ 76,503	\$ 76,853
15		\$ 65,466	\$ 67,920	\$ 70,467	\$ 73,109	\$ 75,853	\$ 78,698	\$ 79,348	\$ 79,698
20		\$ 65,966	\$ 68,420	\$ 70,967	\$ 73,609	\$ 76,353	\$ 79,198	\$ 79,848	\$80,198
25		\$ 66,466	\$ 68,920	\$ 71,467	\$ 74,109	\$ 76,853	\$ 79,698	\$ 80,348	\$ 80,698
	0	1	1.0375	1.0764	1.1168	1.1587	1.2021		
	1	1.0375	1.0764	1.1168	1.1587	1.2021	1.2472		
	2	1.0764	1.1168	1.1587	1.2021	1.2472	1.2939		
	3	1.1168	1.1587	1.2021	1.2472	1.2939	1.3425		
	4	1.1587	1.2021	1.2472	1.2939	1.3425	1.3928		
	5	1.2021	1.2472	1.2939	1.3425	1.3928	1.445		
	6	1.2472	1.2939	1.3425	1.3928	1.445	1.4992		
	7	1.2939	1.3425	1.3928	1.445	1.4992	1.5555		
	8	1.3425	1.3928	1.445	1.4992	1.5555	1.6138		
	9	1.3928	1.445	1.4992	1.5555	1.6138	1.6743		
	10	1.445	1.4992	1.5555	1.6138	1.6743	1.7371		
	11	1.4992	1.5555	1.6138		1.7371	1.8022		
	12	1.5555	1.6138	1.6743		1.8022	1.8698		
	13	1.6138	1.6743	1.7371	1.8022	1.8698	1.9399		
	14	1.6743	1.7371	1.8022	1.8698	1.9399	2.0127		
	15	1.7371	1.8022	1.8698	1.9399	2.0127	2.0882		

Note: MA +45 \$650 more than Masters Note: Phd/Edd \$1,000 more than Masters

1.75% on Base - One Step Increase OBERLIN SCHOOLS - Lorain Co. 044594 Teacher Salary Schedule For those who started working prior to July 1, 2014

					August 2018	3			
		1		111	IV	V	VI	VII	VIII
		BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	PhD
0		\$ 38,347	\$ 39,785	\$ 41,276	\$ 42,826	\$ 44,432	\$ 46,097	\$ 46,747	. ,
1		\$ 39,785	\$ 41,276	\$ 42,826	\$ 44,432	\$ 46,097	\$ 47,826	\$ 48,476	
2		\$ 41,276	\$ 42,826	\$ 44,432	\$ 46,097	\$ 47,826	\$ 49,617	\$ 50,267	
3		\$ 42,826	\$ 44,432	\$ 46,097	\$ 47,826	\$ 49,617	\$ 51,480	\$ 52,130	
4		\$ 44,432	\$ 46,097	\$ 47,826	\$ 49,617	\$ 51,480	\$ 53,409	\$ 54,059	\$ 54,409
5		\$ 46,097	\$ 47,826	\$ 49,617	\$ 51,480	\$ 53,409	\$ 55,411	\$ 56,061	\$ 56,411
6		\$ 47,826	\$ 49,617	\$ 51,480	\$ 53,409	\$ 55,411	\$ 57,489	\$ 58,139	\$ 58,489
7		\$ 49,617	\$ 51,480	\$ 53,409	\$ 55,411	\$ 57,489	\$ 59,648	\$ 60,298	\$ 60,648
8		\$ 51,480	\$ 53,409	\$ 55,411	\$ 57,489	\$ 59,648	\$ 61,884	\$ 62,534	\$ 62,884
9		\$ 53,409	\$ 55,411	\$ 57,489	\$ 59,648	\$ 61,884	\$ 64,204	\$ 64,854	\$ 65,204
10		\$ 55,411	\$ 57,489	\$ 59,648	\$ 61,884	\$ 64,204	\$ 66,612	\$ 67,262	\$ 67,612
11		\$ 57,489	\$ 59,648	\$ 61,884	\$ 64,204	\$ 66,612	\$ 69,108	\$ 69,758	\$ 70,108
12		\$ 59,648	\$ 61,884	\$ 64,204	\$ 66,612	\$ 69,108	\$ 71,701	\$ 72,351	\$ 72,701
13		\$ 61,884	\$ 64,204	\$ 66,612	\$ 69,108	\$ 71,701	\$ 74,389	\$ 75,039	\$ 75,389
14		\$ 64,204	\$ 66,612	\$ 69,108	\$ 71,701	\$ 74,389	\$ 77,180	\$ 77,830	\$ 78,180
15		\$ 66,612	\$ 69,108	\$ 71,701	\$ 74,389	\$ 77,180	\$ 80,076	\$ 80,726	\$ 81,076
20		\$ 67,112	\$ 69,608	\$ 72,201	\$ 74,889	\$ 77,680	\$ 80,576	\$ 81,226	\$ 81,576
25		\$ 67,612	\$ 70,108	\$ 72,701	\$ 75,389	\$ 78,180	\$ 81,076	\$ 81,726	\$82,076
	0	1	1.0375	1.0764	1.1168	1.1587	1.2021		
	1	1.0375	1.0764	1.1168		1.2021	1.2472		
	2	1.0764	1.1168	1.1587		1.2472	1.2939		
	3	1.1168	1.1587	1.2021	1.2472	1.2939	1.3425		
	4	1.1587	1.2021	1.2472			1.3928		
	5	1.2021	1.2472	1.2939	1.3425	1.3928	1.445		
	6	1.2472	1.2939	1.3425			1.4992		
	7	1.2939	1.3425	1.3928			1.5555		
	8	1.3425	1.3928	1.445		1.5555	1.6138		
	9	1.3928	1.445	1.4992	1.5555	1.6138	1.6743		
	10	1.445	1.4992	1.5555	1.6138	1.6743	1.7371		
	11	1.4992	1.5555	1.6138	1.6743		1.8022		
	12	1.5555	1.6138	1.6743		1.8022	1.8698		
	13	1.6138	1.6743	1.7371	1.8022	1.8698	1.9399		
	14	1.6743	1.7371	1.8022	1.8698	1.9399	2.0127		
	15	1.7371	1.8022	1.8698	1.9399	2.0127	2.0882		

Note: MA +45 \$650 more than Masters Note: Phd/Edd \$1,000 more than Masters

1.75% on Base - One Step Increase OBERLIN SCHOOLS - Lorain Co. 044594 Teacher Salary Schedule

For those who started working prior to July 1, 2014

				August 2019)			
	1	11	111	ĪV	v	VI	VII	VIII
	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	PhD
0	\$ 39,018	\$ 40,481	\$ 41,999	\$ 43,575	\$ 45,210	\$ 46,903	\$ 47,553	\$ 47,903
1	\$ 40,481	\$ 41,999	\$ 43,575	\$ 45,210	\$ 46,903	\$ 48,663	\$ 49,313	\$ 49,663
2	\$ 41,999	\$ 43,575		\$ 46,903	\$ 48,663	\$ 50,485	\$ 51,135	\$ 51,485
3	\$ 43,575	\$ 45,210	\$ 46,903	\$ 48,663	\$ 50,485	\$ 52,381	\$ 53,031	\$ 53,381
4	\$ 45,210	\$ 46,903	\$ 48,663	\$ 50,485	\$ 52,381	\$ 54,344	\$ 54,994	\$ 55,344
5	\$ 46,903	\$ 48,663	\$ 50,485	\$ 52,381	\$ 54,344	\$ 56,381	\$ 57,031	\$ 57,381
6	\$ 48,663	\$ 50,485	\$ 52,381	\$ 54,344	\$ 56,381	\$ 58,495	\$ 59,145	\$ 59,495
7	\$ 50,485	\$ 52,381	\$ 54,344	\$ 56,381	\$ 58,495	\$ 60,692	\$ 61,342	\$ 61,692
8	\$ 52,381	\$ 54,344	\$ 56,381	\$ 58,495	\$ 60,692	\$ 62,967	\$ 63,617	
9	\$ 54,344	\$ 56,381	\$ 58,495	\$ 60,692		\$ 65,327	\$ 65,977	
10	\$ 56,381	\$ 58,495	\$ 60,692	\$ 62,967	\$ 65,327	\$ 67,778	\$ 68,428	
11	\$ 58,495	\$ 60,692	\$ 62,967	\$ 65,327	\$ 67,778	\$ 70,318	\$ 70,968	
12	\$ 60,692	\$ 62,967	\$ 65,327	\$ 67,778	\$ 70,318	\$ 72,955	\$ 73,605	\$ 73,955
13	\$ 62,967	\$ 65,327	\$ 67,778	\$ 70,318	\$ 72,955	\$ 75,691	\$ 76,341	
14	\$ 65,327	\$ 67,778	\$ 70,318	\$ 72,955	\$ 75,691	\$ 78,531	\$ 79,181	\$ 79,531
15	\$ 67,778	\$ 70,318	\$ 72,955	\$ 75,691	\$ 78,531	\$81,477	\$82,127	
20	\$ 68,278	\$ 70,818	\$ 73,455	\$ 76,191	\$ 79,031	\$81,977	\$ 82,627	\$ 82,977
25	\$ 68,778	\$ 71,318	\$ 73,955	\$ 76,691	\$ 79,531	\$ 82,477	\$83,127	\$ 83,477
	0 1	1.0375	1.0764	1.1168	1.1587	1.2021		
	1 1.0375		1.1168		1.2021	1.2472		
	2 1.0764	1.1168	1.1587		1.2472	1.2939		
	3 1.1168		1.2021	1.2472	1.2939	1.3425		
	4 1.1587		1.2472		1.3425	1.3928		
	5 1.2021	1.2472	1.2939		1.3928	1.445		
	6 1.2472		1.3425		1.445	1.4992		
	7 1.2939		1.3928		1.4992	1.5555		
	8 1.3425		1.445		1.5555	1.6138		
	9 1.3928		1.4992		1.6138	1.6743		
	10 1.445		1.5555		1.6743	1.7371		
	11 1.4992		1.6138		1.7371	1.8022		
	12 1.5555		1.6743		1.8022	1.8698		
	13 1.6138		1.7371		1.8698	1.9399		
	14 1.6743		1.8022		1.9399	2.0127		
1	15 1.7371	1.8022	1.8698	1.9399	2.0127	2.0882		

Note: MA +45 \$650 more than Masters Note: Phd/Edd \$1,000 more than Masters

1.75% on Base - One Step Increase OBERLIN SCHOOLS - Lorain Co. 044594 Teacher Salary Schedule For those who started working AFTER July 1, 2014 August 2017

		1	Ш	iV	v	VI	VII	VIII
		BA	BA+20	MA	MA+15	MA+30	MA+45	PhD
0		\$ 37,687	\$ 39,833	\$ 42,089	£ 43 660	¢ 45 004	6 45 05 A	¢ 46 004
1		\$ 39,100	\$ 41,328	\$ 43,668	\$ 43,668 \$ 45,304	\$ 45,304 \$ 47,003	\$ 45,954 \$ 47,653	\$ 46,304
2		\$ 40,566	\$ 42,879	\$ 45,304	\$ 47,003	\$ 48,763	\$ 49,413	\$ 48,003 \$ 49,763
3		\$ 42,089	\$ 44,486	\$ 47,003	\$ 48,763	\$ 50,595	\$ 51,245	\$ 51,595
4		\$ 43,668	\$ 46,154	\$ 48,763	\$ 50,595	\$ 52,491	\$ 53,141	\$ 53,491
5		\$ 45,304	\$ 47,883	\$ 50,595	\$ 52,491	\$ 54,458	\$ 55,108	\$ 55,458
6		\$ 47,003	\$ 49,679	\$ 52,491	\$ 54,458	\$ 56,501	\$ 57,151	\$ 57,501
7		\$ 48,763	\$ 51,543	\$ 54,458	\$ 56,501	\$ 58,622	\$ 59,272	\$ 59,622
8		\$ 50,595	\$ 53,474	\$ 56,501	\$ 58,622	\$ 60,820	\$ 61,470	\$ 61,820
9		\$ 52,491	\$ 55,479	\$ 58,622	\$ 60,820	\$ 63,100	\$ 63,750	\$ 64,100
10		\$ 54,458	\$ 57,562	\$ 60,820	\$ 63,100	\$ 65,466	\$ 66,116	\$ 66,466
11		\$ 54,458	\$ 57,562	\$ 63,100	\$ 65,466	\$ 67,920	\$ 68,570	\$ 68,920
12		\$ 54,458	\$ 57,562	\$ 65,466	\$ 67,920	\$ 70,467	\$ 71,117	\$ 71,467
13		\$ 54,458	\$ 57,562	\$ 67,920	\$ 70,467	\$ 73,109	\$ 73,759	\$ 74,109
14		\$ 54,458	\$ 57,562	\$ 70,467	\$ 73,109	\$ 75,853	\$ 76,503	\$ 76,853
15		\$ 54,458	\$ 57,562	\$ 73,109	\$ 75,853	\$ 78,698	\$ 79,348	\$ 79,698
20		\$ 54,458	\$ 57,562	\$ 73,609	\$ 76,353	\$ 79,198	\$ 79,848	\$ 80,198
25		\$ 54,458	\$ 57,562	\$ 74,109	\$ 76,853	\$ 79,698	\$ 80,348	\$ 80,698
	~	1	1 05605	1 1100	4 4507	1 0001		
	0	1.0375	1.05695	1.1168	1.1587	1.2021		
	2	1.0764	1.0966	1.1587 1.2021	1.2021	1.2472 1.2939		
	3	1.1168	1.1804	1.2472	1.2939	1.3425		
	4	1.1587	1.22465	1.2939	1.3425	1.3928		
	5	1.2021	1.27055	1.3425	1.3928	1.445		
	6	1.2472	1.3182	1.3928	1.445	1.4992		
	7	1.2939	1.36765	1.445	1.4992	1.5555		
	8	1.3425	1.4189	1.4992	1.5555	1.6138		
	9	1.3928	1.4721	1.5555	1.6138	1.6743		
	10	1.445	1.52735	1.6138	1.6743	1.7371		
	11	1.445	1.52735	1.6743	1.7371	1.8022		
	12	1.445	1.52735	1.7371	1.8022	1.8698		
	13	1.445	1.52735	1.8022	1.8698	1.9399		
	14	1.445	1.52735	1.8698	1.9399	2.0127		
	15	1.445	1.52735	1.9399	2.0127	2.0882		

Note: MA +45 \$650 more than Masters Note: Phd/Edd \$1,000 more than Masters

1.75% on Base - One Step Increase OBERLIN SCHOOLS - Lorain Co. 044594 Teacher Salary Schedule For those who started working AFTER July 1, 2014 August 2018

		1	11	IV	v	VI	VII	VIII
		BA	BA+20	MA	MA+15	MA+30	MA+45	PhD
0		\$ 38,347	\$ 40,531	\$ 42,826	\$ 44,432	\$ 46,097	\$ 46,747	e 47.007
1		\$ 39,785	\$ 42,051	\$ 44,432	\$ 46,097	\$ 47,826	\$ 48,476	\$ 47,097 \$ 48,826
2		\$ 41,276	\$ 43,629	\$ 46,097	\$ 47,826	\$ 49,617	\$ 50,267	\$ 50,617
3		\$ 42,826	\$ 45,264	\$ 47,826	\$ 49,617	\$ 51,480	\$ 52,130	\$ 52,480
4		\$ 44,432	\$ 46,961	\$ 49,617	\$ 51,480	\$ 53,409	\$ 54,059	\$ 54,409
5		\$ 46,097	\$ 48,721	\$ 51,480	\$ 53,409	\$ 55,411	\$ 56,061	\$ 56,411
6		\$ 47,826	\$ 50,549	\$ 53,409	\$ 55,411	\$ 57,489	\$ 58,139	\$ 58,489
7		\$ 49,617	\$ 52,445	\$ 55,411	\$ 57,489	\$ 59,648	\$ 60,298	\$ 60,648
8		\$ 51,480	\$ 54,410	\$ 57,489	\$ 59,648	\$ 61,884	\$ 62,534	\$ 62,884
9		\$ 53,409	\$ 56,450	\$ 59,648	\$ 61,884	\$ 64,204	\$ 64,854	\$ 65,204
10		\$ 55,411	\$ 58,569	\$ 61,884	\$ 64,204	\$ 66,612	\$ 67,262	\$ 67,612
11		\$ 55,411	\$ 58,569	\$ 64,204	\$ 66,612	\$ 69,108	\$ 69,758	\$ 70,108
12		\$ 55,411	\$ 58,569	\$ 66,612	\$ 69,108	\$ 71,701	\$ 72,351	\$ 72,701
13		\$ 55,411	\$ 58,569	\$ 69,108	\$ 71,701	\$ 74,389	\$ 75,039	\$ 75,389
14		\$ 55,411	\$ 58,569	\$ 71,701	\$ 74,389	\$ 77,180	\$ 77,830	\$ 78,180
15		\$ 55,411	\$ 58,569	\$ 74,389	\$ 77,180	\$ 80,076	\$ 80,726	\$ 81,076
20		\$ 55,411	\$ 58,569	\$ 74,889	\$ 77,680	\$ 80,576	\$ 81,226	\$ 81,576
25		\$ 55,411	\$ 58,569	\$ 75,389	\$ 78,180	\$ 81,076	\$ 81,726	\$ 82,076
	0	1	1.05695	1.1168	1.1587	1.2021		
	1	1.0375	1.0966	1.1587	1.2021	1.2021		
	2	1.0764	1.13775	1.2021	1.2472	1.2939		
	3	1.1168	1.1804	1.2472	1.2939	1.3425		
	4	1.1587	1.22465	1.2939	1.3425	1.3928		
	5	1.2021	1.27055	1.3425	1.3928	1.445		
	6	1.2472	1.3182	1.3928	1.445	1.4992		
	7	1.2939	1.36765	1.445	1,4992	1.5555		
	8	1.3425	1.4189	1.4992	1.5555	1.6138		
	9	1.3928	1.4721	1.5555	1.6138	1.6743		
	10	1.445	1.52735	1.6138	1.6743	1.7371		
	11	1.445	1.52735	1.6743	1.7371	1.8022		
	12	1.445	1.52735	1.7371	1.8022	1.8698		
	13	1.445	1.52735	1.8022	1.8698	1.9399		
	14	1.445	1.52735	1.8698	1.9399	2.0127		
	15	1.445	1.52735	1.9399	2.0127	2.0882		

Note: MA +45 \$650 more than Masters Note: Phd/Edd \$1,000 more than Masters

1.75% on Base - One Step Increase OBERLIN SCHOOLS - Lorain Co. 044594 Teacher Salary Schedule For those who started working AFTER July 1, 2014 August 2019

		L.	Ш	IV	v	VI	Vil	VIII
		BA	BA+20	MA	MA+15	MA+30	MA+45	PhD
0		\$ 39,018	\$ 41,240	\$ 43,575	\$ 45,210	\$ 46,903	\$ 47,553	\$ 47,903
1		\$ 40,481	\$ 42,787	\$ 45,210	\$ 46,903	\$ 48,663	\$ 49,313	\$ 49,663
2		\$ 41,999	\$ 44,392	\$ 46,903	\$ 48,663	\$ 50,485	\$ 51,135	\$ 51,485
3		\$ 43,575	\$ 46,057	\$ 48,663	\$ 50,485	\$ 52,381	\$ 53,031	\$ 53,381
4		\$ 45,210	\$ 47,783	\$ 50,485	\$ 52,381	\$ 54,344	\$ 54,994	\$ 55,344
5		\$ 46,903	\$ 49,574	\$ 52,381	\$ 54,344	\$ 56,381	\$ 57,031	\$ 57,381
6		\$ 48,663	\$ 51,433	\$ 54,344	\$ 56,381	\$ 58,495	\$ 59,145	\$ 59,495
7		\$ 50,485	\$ 53,363	\$ 56,381	\$ 58,495	\$ 60,692	\$ 61,342	\$ 61,692
8		\$ 52,381	\$ 55,362	\$ 58,495	\$ 60,692	\$ 62,967	\$ 63,617	\$ 63,967
9		\$ 54,344	\$ 57,438	\$ 60,692	\$ 62,967	\$ 65,327	\$ 65,977	\$ 66,327
10		\$ 56,381	\$ 59,594	\$ 62,967	\$ 65,327	\$ 67,778	\$ 68,428	\$ 68,778
11		\$ 56,381	\$ 59,594	\$ 65,327	\$ 67,778	\$ 70,318	\$ 70,968	\$ 71,318
12		\$ 56,381	\$ 59,594	\$ 67,778	\$ 70,318	\$ 72,955	\$ 73,605	\$ 73,955
13		\$ 56,381	\$ 59,594	\$ 70,318	\$ 72,955	\$ 75,691	\$ 76,341	\$ 76,691
14		\$ 56,381	\$ 59,594	\$ 72,955	\$ 75,691	\$ 78,531	\$ 79,181	\$ 79,531
15		\$ 56,381	\$ 59,594	\$ 75,691	\$ 78,531	\$ 81,477	\$ 82,127	\$ 82,477
20		\$ 56,381	\$ 59,594	\$ 76,191	\$ 79,031	\$81,977	\$ 82,627	\$ 82,977
25		\$ 56,381	\$ 59,594	\$ 76,691	\$ 79,531	\$ 82,477	\$ 83,127	\$ 83,477
	0	1	1.05695	1.1168	1.1587	1.2021		
	1	1.0375	1.0966	1.1587	1.2021	1.2472		
	2	1.0764	1.13775	1.2021	1.2472	1.2939		
	з	1.1168	1.1804	1.2472	1.2939	1.3425		
	4	1.1587	1.22465	1.2939	1.3425	1.3928		
	5	1.2021	1.27055	1.3425	1.3928	1.445		
	6	1.2472	1.3182	1.3928	1.445	1.4992		
	7	1.2939	1.36765	1.445	1.4992	1.5555		
	8	1.3425	1.4189	1.4992	1.5555	1.6138		
	9	1.3928	1.4721	1.5555	1.6138	1.6743		
	10	1.445	1.52735	1.6138	1.6743	1.7371		
	11	1.445	1.52735	1.6743	1.7371	1.8022		
	12	1.445	1.52735	1.7371	1.8022	1.8698		
	13	1.445	1.52735	1.8022	1.8698	1.9399		
	14	1.445	1.52735	1.8698	1.9399	2.0127		
	15	1.445	1.52735	1.9399	2.0127	2.0882		

Note: MA +45 \$650 more than Masters Note: Phd/Edd \$1,000 more than Masters

- g) Compensatory Time Upon agreement of the Superintendent and OOEA President, a teacher may be granted compensatory release time from regular teaching duties.
- h) Evening or Weekend Supervision The sponsor of evening or weekend performance activities should make the necessary arrangements for adult supervision with the building principal. Teachers who agree to supervise an evening or weekend event, when an administrator is unable to attend will be paid .0007 of the base salary per hour of responsibility when this duty is outside the responsibility of a supplemental contract.

- i) Stipend days Teachers shall be compensated at the rate of .004 per day for each day of service outside of the regular school year which the teacher and administration agree the teachers shall perform professional duties such as attendance at staff development and training.
- j) National Board Certification A teacher who has been accepted for and is working to complete the elements necessary for receipt of a lead professional educator license or national board certification may, upon request, be approved for up to three (3) professional days to be devoted to the process.
- All work on curriculum (Section 7.06(e)), all professional development work (Section 14.05(d)), and all IB work shall be paid at the professional development rate of .0042 of the BA base salary per day or one-sixth that rate per hour.
- I) During years when the District offers a summer school program or summer school enrichment or both, Oberlin teachers who agree to participate shall be paid at the rate of .001 of the BA base salary per hour.

7.02. Tuition Reimbursement

- a) Subject to the limitation stated below, the Board shall reimburse a teacher for the tuition cost of:
 - 1. Graduate credit courses taken in the teacher's area(s) of certification and teaching assignment at an accredited college or university; or
 - 2. Other graduate or undergraduate courses taken with the prior approval of the principal which courses directly relate to the performance of the teacher's duties in the District.
- b) The maximum total payment by the Board for this program shall be 0.5 of the B.A. base salary in effect in September of each school year. Funds remaining from the tuition reimbursement program at the end of the school year (July 1 through June 30) shall be carried forward as described in paragraph (f) below. Requests shall be considered and processed on a first come, first served basis.
- c) Total reimbursement shall be the lesser of .00333 per quarter hour or the actual tuition cost of the course(s) taken. (A semester hour equals 1-1/2 quarter hours.) In any school year, a teacher may be reimbursed for not more than the equivalent of 15 quarter hours (10 semester hours) except when 7.02(e) applies. For purposes of this provision, part-time teachers shall be eligible to apply for tuition reimbursement on a pro-rated basis, e.g., a 1/2 time teacher may be reimbursed for not more than 7.5 quarter hours (<u>5</u> semester hours) per year. To qualify for reimbursement:
 - 1. The teacher must complete the school year following the taking of the course for which reimbursement is sought as a teacher in Oberlin unless the teacher leaves by Board-initiated action (nonrenewal or termination or suspension), or by resignation after threatened board-initiated action. Failure to complete the school

year following the taking of the course(s) will result in the amount of tuition reimbursement paid being deducted from the teacher's final pay.

- 2. Course work must be scheduled so as not to interfere with the normal duties of the teacher;
- 3. Request for reimbursement shall be made to the building principal before the completion of the course and on forms provided by the Treasurer. Forms shall be available in each building. For purposes of this section 7.02, all traveling teachers shall be assigned to a "site" by the Superintendent.
- 4. The teacher must present proof of satisfactory completion of the course (a grade of "B" or better or a "pass" on a "pass/fail" system) by grade card or transcript to the Treasurer;
- 5. Satisfactory evidence (college receipt, credit card receipt, cancelled check, or other written proof) of payment, for all tuition costs for which reimbursement is sought must be presented to the Treasurer. Reimbursement will occur within thirty (30) days of submission of proof of successful completion of the course as described in 4 (c) above.
- d) In the event, during any school year, that two-thirds of the total determined under Section 7.02(b) above has been expended from the fund, a notice to that effect will be included with the next teacher's paycheck. Upon request, the President of the Association shall have the right to examine the Treasurer's records of tuition payments covered by this section.
- e) In the event that the full amount specified by Section 7.02(b) above has not been expended in any school year, the excess amounts shall be distributed on a per hour basis. Teachers whose tuition reimbursement requests exceeded the maximum reimbursement level set forth in Section 7.02(c) above shall receive reimbursement for all approved but unreimbursed hours based on the following formula. The excess amount divided by the total unreimbursed quarter hours shall be the per quarter hour reimbursement (semester hour = 1-1/2 quarter hour). However, this amount shall in no case exceed either .00333 of the B.A. base salary per quarter hour or the actual tuition cost. The excess tuition reimbursement shall be computed after September 1 and distributed on or about October 1.
- f) Funds remaining from the tuition reimbursement program at the end of the school year (July 1 through June 30) up to a maximum of ten thousand dollars (\$10,000), shall be placed in the following year's District budget for use in teacher professional development to address topics such as support for professional growth plans, use of technology in the classroom, IB and other training and curriculum. To the extent funds carried over into the District's budget for teacher professional development under this paragraph are not expended in a particular year, those funds will continue to accumulate, but only up to a maximum of twenty thousand dollars (\$20,000). Funds from tuition reimbursement that would otherwise exceed the twenty thousand dollar (\$20,000) maximum will not carry over for any purpose. Beginning July 1, 2014, no tuition reimbursement funds will be considered carried over. Instead, ten thousand

dollars (\$10,000) will be placed into the District's fiscal 2015 budget for use in teacher professional development.

- Where a teacher, at the request of the administration, agrees to take college course g) work in order to obtain additional certification and so be eligible to teach in that area of certification in the OCSD, the Board, upon completion of the course work and receipt of certification, will reimburse the teacher for the full cost of course attendance (tuition, books and fees). A form indicating administration approval of the teacher's enrollment in such courses shall be completed and signed by the teacher and Superintendent before enrollment. Reimbursement for tuition shall be paid in accordance with Article 7.02(c). Reimbursement for the additional tuition, books and fees shall be made by the Treasurer upon the teacher's submission of documentation for eligible expenses and receipt of the new certificate. Should the teacher voluntarily leave employment with the District within two (2) school years of the certification reimbursement payment under this provision, the Treasurer shall deduct such payment from the teacher's final paycheck. Payments under this provision shall not be included in the amount specified in Section 7.02(b). Credit hours acquired under this section shall be employed in determining the participating teacher's placement on the teacher's salary schedule.
- h) Intervention specialists are encouraged to attain HQ status in all four content areas. The Board will pay for tuition and books and provide independent study options.
- 7.03. Extended Service
 - a) Modifications in the number of extended service days from year to year shall be implemented only after consultation among the Superintendent, teacher involved, the teacher's immediate supervisor and the Association President. Such consultation shall take place in a meeting. This meeting shall take place on or before May 31 of the preceding school year. Those persons, including the Superintendent or designee, will be afforded reasonable advance notice of the meeting.
 - b) The number of extended service days shall fall within the following ranges:

Librarians - 0-10 days Guidance Counselors/Dean of Students high school - 0-20 days Guidance Counselors Middle School - 0-20 days Psychologist - 0-15 days Speech/Language Therapist - 0-5 days

- c) Extended service shall be paid at the teacher's per diem rate as defined in Section 8.04 and under separate supplemental contract.
- d) Extended Service One extended service day shall be given to any member of the bargaining unit whose classroom is changed from one location to another, provided the member of the bargaining unit puts in a full day's work, as verified by his/her building principal, in moving his/her materials, supplies, etc., from one location to another and in setting up the new classroom assignment. This paragraph does not apply to relocations caused by a building closure or a large-scale relocation caused by building construction.

In those cases, the Superintendent and OOEA President will meet to discuss the members' needs related to accomplishing the relocation.

- e) Pupil Service Conference
 - 1. Members of the bargaining unit will be compensated at the rate of .0007 per hour for attendance at MFE, IEP, IAT and 504 conferences scheduled by the administration before or after the school year.
 - 2. Members of the bargaining unit will be compensated at the rate of .0007 per hour for attendance at MFE, IEP, IAT and 504 conferences called by the IAT Chair or IEP case manager, authorized by the administration, when the meeting starts one (1) or more hours before or after the teacher day.

7.04. Employment

- a) In order for a teacher to receive proper placement on the salary schedule, effective September 1, an official transcript must be on file in the Board office by October 1.
- b) In order for a teacher to receive proper placement on the salary schedule, effective the second semester, an official transcript must be on file in the Board office by March 1.
- c) The Superintendent may grant credit for experience in other institutions such as Peace Corps, Vista, colleges and universities. A teacher may also be given credit for business and professional experience in the teacher's certificated field.
- d) The Superintendent and OOEA President may mutually determine to offer additional years of salary schedule placement credit to teachers newly employed in the District, provided that no newly employed teacher shall be paid, as a result of the granting of such additional credit, above the level of payment to any previously employed teacher in the District.
- e) New teachers are subject to significant IB training requirements during their first few years in the District. New teachers should understand that those training obligations do not come with additional compensation, although documented allowable expenses are reimbursed when the training is required by the District.

7.05. <u>Regular Teacher Compensation for Emergency Substitute Duty</u>

a) In case of emergency where the demand for certificated substitute teachers employed by the Board exceeds the number available on any given instructional day or where a regular teacher leaves school during the day and a substitute is not available, regularly employed staff members who cover classes because the teacher normally on duty is absent will be paid .0007 of base pay for each class period they agree to cover during that day, where such activity causes the teacher to surrender all or part of his/her planning period or other unassigned time. Such arrangements are to be utilized only where regular substitute teachers are not available.

- b) Postings will be made to fill the position of lead teacher in each building, with the building administrator to appoint an applicant as lead teacher as approved by the Superintendent and Board. Such lead teacher will assume the responsibilities of the building administrator only in the event the administrator is absent from the building and when no other administrator is available to assume that responsibility. During such limited assignments, the lead teacher will continue to have classroom teaching responsibilities. A lead teacher will be assigned in each building. If an administrator will be out of the building and if no other administrator is available, then the lead teacher will take the place of the administrator. A substitute will be made available to take the lead teacher's classroom. It is understood that the lead teacher position is not intended to have administrative responsibilities beyond those of taking the place of the absent administrator. Each building will determine the correct protocol in making arrangements for the lead teacher in the event of an absent administrator. The lead teacher will have authority as the absent principal. If possible, the lead teacher will contact the administrator or another administrator to seek recommendations if needed. If an administrator is out of the building for a long period of time, an interim administrator will be assigned. According to the supplemental contract for this position, the lead teacher is to be used in an emergency capacity only. At LMS or OHS this may be 30 to 60 hours per year and at Eastwood and Prospect 60 to 100 hours per year.
- c) In the event a building administrator is scheduled to be out of the building for a half-day or more, and if no other administrator is available to take the place of the absent administrator, a substitute teacher may be employed to take the classroom of the lead teacher during her/his performance of responsibilities in that capacity. Lead teachers shall be issued a supplemental contract at .01 of the BA base salary per year for lead teacher at the High School and .03 of the BA base salary per year for lead teachers at the elementary buildings and Langston. A job description will be developed for these positions.

7.06. Curriculum

- a) The primary responsibility and accountability for development and revision of curriculum and courses of study recommendations shall be vested in the Curriculum Director and the affected faculty. The first responsibility of each teacher is the performance of her/his teaching responsibilities and participation in the curriculum development process. Each teacher is expected to actively participate in the development and modification of the curriculum and course of study. All teachers are subject to the obligations set forth in Article V above. In developing or modifying curriculum/courses of study, the Curriculum Director and faculty involved shall include measures to assess the effectiveness of that curriculum with respect to student performance and mechanisms for training of those responsible for curriculum delivery.
- b) A faculty member from each discipline in each building shall be appointed by the Curriculum Director in consultation with the principal and building staff to serve as members of the Curriculum Advisory Group (CAG). The members shall be chosen by the end of May for the following school year; members shall be expected to serve for two years.

Two times per year the Curriculum Advisory Group shall meet with the Curriculum Director to advise and address vertical articulation needs. The first meeting shall occur by September 30th and the second meeting shall occur by January 31st of each school year.

- c) Annually the Curriculum Director, with input from the teaching staff, will formulate a plan for the following year's curriculum activities. The plan will include a projection of costs for that year, a needs assessment, and cost projections for the current and two subsequent years. In subsequent years the plan will be revised by May by the Curriculum Director in conjunction with the curriculum oversight group to reflect the following year's curriculum activities. The plan will be shared with staff for feedback.
- d) In the event the Board determines not to fill the Curriculum Director position, the Association may demand bargaining regarding the process for curriculum development to be followed until the position or an analogous position is refilled.
- e) Special Curriculum and Special Projects Curriculum work or special projects outside the regular school year, <u>e.g.</u>, in-service instruction, curriculum work during spring recess, Saturday or Holiday work, will be submitted to the Curriculum Director, whose recommendation on the work or project will be forwarded to the Superintendent. Each bargaining unit member shall be compensated .001 of the current B.A. base salary per hour of work. Qualifying work includes special curriculum projects as well as development, implementation, leadership, teaching and assessment of inservice programs for District professional staff. The superintendent will verify and approve all compensation requests
- f) Technology Applications in Education Committee The Technology Applications in Education Committee shall be a standing committee and shall provide consultation to other graded course of study revision committees on issues relating to technology. Committee membership is to consist of each building's technology coordinator. The Committee will be chaired by the District Technology Director.

To address implementation of emerging technology, the TAEC shall recommend a training schedule. Training may be accomplished at different times and via different mechanisms, for example, release time, Saturdays, etc.

7.07. Extracurricular Service

The Board and Association have used a combination of the following criteria to establish compensation levels for the various athletic, advisorship and professional responsibilities positions compensated under the following schedule:

- a) Minimum hours expected for work to be completed outside the contractual work day; the number of students served in the position; responsibility for funds; interaction with the public; program responsibility; supervision of other adults; responsibility for District equipment; responsibilities set out in job description; qualifications/special skills required.
- b) It is understood that the primary responsibility of a teacher is to teach and to perform assignments and duties related to the teaching function. If the performance of a

supplemental contract conflicts with completion of one or more of the teaching obligations set forth in this Article VII and Article XII below, the teacher is obligated to fulfill the teaching responsibility before participating in the supplemental contract activity, unless the building administrator agrees otherwise. A teacher who is unable to complete teaching or teaching-related duties, for example curriculum development, due to one or more supplemental contracts, may not be reappointed to one or more of the supplemental positions for the following school year.

- c) In order to be eligible for supplemental contract payments here set forth, those filling athletic supplementals must comply with the job responsibilities set out in any applicable job description/athletic handbook, including submitting, to the appropriate building principal or athletic director, confirmation that she/he has supervised the students in that sport in all scheduled contests and practices, unless excused in advance by the principal or athletic director. To be compensated in accordance with the schedule here set forth, advisors must comply with any applicable job description/provisions of the applicable job duties set out in any applicable advisor handbook, must advise the appropriate building principal or athletic director, that she/he attended all such meetings and events unless excused in advance by the principal or athletic director, that she/he attended all such meetings and
- d) The parties understand and agree that supplemental contracts are automatically nonrenewed at the conclusion of each school year and that the administration is responsible for making recommendations to the Board regarding those who will fill supplemental positions.
- e) Holders of supplemental contracts in each of those areas are expected to fulfill the associated responsibilities. A teacher is not eligible for appointment to a supplemental position if her/his commitments to other supplemental duties in Oberlin or elsewhere prevents completion of job responsibilities. A teacher who fails to complete supplemental contract responsibilities may be subject to removal from the position in the course of the school year.

The Board and Association shall work together to obtain a mutual understanding of the duties of each supplemental position. When practicable, the Board shall document those mutual understandings.

Oberlin City Schools will establish a Supplemental Committee that consists of two members from OOEA and two members from the Administration. The Committee will review any requests for new supplemental positions or requests for a change in the Class level of a supplemental and may make recommendations to the Superintendent regarding such requests. When a teacher is applying for a supplemental position, if the parties do not have a mutual understanding of the duties for that supplemental position, the Building Principal/supervising administrator will meet with the teacher to reach such an understanding.

Any OOEA bargaining unit member wishing to establish a new advisorship/activity not under the supervision of the Athletic Director, or requesting a classification change, must submit the information to the Supplemental Committee for review, using the processes and forms developed by the Committee. In addition, at the end of each year, any OOEA bargaining unit member who wishes to serve or continue to serve in a supplemental position for the upcoming year, must submit the information to the Supplemental Committee for review, using the processes and forms developed by the Committee (in addition to any bid forms).

The Superintendent may recommend Board of Education approval of any supplemental or change in a supplemental without input from the Committee.

f) Extracurricular service salary index

Contract Class 0 Years 1 Year 2 Years 3 Years 4 Years 5+									
Hours		Experience	Experience	Experience	Experience	Experience	Experience		
Expectation*									
60-100		0.035	0.035	0.035	0.04	0.04	0.045		
100-140		0.05	0.05	0.05	0.055	0.055	0.065		
140-180		0.07	0.07	0.07	0.075	0.075	0.085		
180-220	IV	0.09	0.09	0.09	0.095	0.095	0.105		
220-280	V	0.11	0.11	0.11	0.115	0.115	0.125		
280-340	VI	0.14	0.14	0.14	0.145	0.145	0.155		
340-400	VII	0.17	0.17	0.17	0.175	0.175	0.185		
400+ Above	VIII	0.20	0.20	0.20	0.205	0.205	0.215		

EXTRACURRICULAR SERVICE SALARY INDEX

*Exceptions to the above – see section 7.07 (a)

EXTRACURRICULAR SALARY SCHEDULE FOR DURATION OF AGREEMENT – BASE \$36,313

Class	0 Years Experience	1 Year	2 Years Experience	3 Years Experience	4 Years Experience	5+ Years Experience
			Lypenence			Lypenence
	1271	1271	1271	1453	1453	1634
II	1816	1816	1816	1997	1997	2360
III	2542	2542	2542	2723	2723	3087
IV	3268	3268	3268	3450	3450	3813
V	3994	3994	3994	4176	4176	4539
VI	5084	5084	5084	5265	5265	5629
VII	6173	6173	6173	6355	6355	6718
VIII	7263	7263	7263	7444	7444	7807

Any bargaining unit member who held a supplemental position during the 2016-2017 contractual year and who continues holding that supplemental position shall be compensated under the schedule above; however, the member shall not have his or her supplemental compensation reduced from the compensation the member received during the 2016-2017 contractual year due to the schedule above.

When an extracurricular position is moved up on the class scale, the Superintendent will determine where on the Step scale to place a bargaining unit member but will not place any applicant for said position above a level commensurate with the applicant's years of experience in said extracurricular position.

- g) Coaching and Athletics
 - Class I: Intramurals, Elementary K-6 (1 each fall, winter, spring) Indoor Track H.S.

Fall Cheer M.S. Winter Cheer M.S.

- Class II: Cheerleaders, Varsity (Fall-Football) Track, M.S. Boys Track, M.S. Girls Volleyball, M.S. Weights and Conditioning, and Success Table Monitor (Combined Position) Cross Country, Assistant
- Class III: Baseball, H.S. Assistant Basketball, M.S. Boys 7 Basketball, M.S. Boys 8 Basketball, M.S. Girls 7 Basketball, M.S. Girls 8 Cheerleaders, JV Cheerleaders, Varsity (Winter/Spring - Basketball) Cross Country, H.S. Football, M.S. 7 Football, M.S. 8 Soccer, H.S. Assistant Girls Soccer, H.S. Assistant Boys Softball, H.S. Assistant Track, H.S. Assistant Volleyball, H.S. Assistant Wrestling, M.S. (if this position is filled Class IV H.S. Assistant/M.S. remains vacant)
- Class IV: Tennis, Boys Tennis, Girls Wrestling, H.S. Assistant/M.S. (if this position is filled Class III remains vacant) or Wrestling H.S. Assistant/ J.V.
- Class V: Basketball, H.S. Assistant Girls Basketball, H.S. Assistant Boys Football, H.S. Assistant Soccer, H.S. Girls Soccer, H.S. Boys Track, H.S. Volleyball, H.S.
- Class VI: Baseball, H.S. Softball, H.S. Wrestling, H.S.
- Class VII: Basketball, H.S. Boys Basketball, H.S. Girls Football, H.S.

h) Advisorships

i)

Class I:	Art Club Gaming Club Drama Club Technical Assistant (1 per semester) World Language Club Future Educators of America Interact Club Literary Magazine Music Ensemble (3 positions) National Honor Society Newspaper, M.S. Pep Band Safety Patrol, Prospect Senior Class Student Council, Prospect Sustainability Club Power of the Pen Ski Club Youth in Government (formerly Hi-Y)			
Class II:	Academic Challenge Drama Club (1 per semester) Model U.N., H.S. Model U.N., M.S. QAAC Peer Mediation Coordinator, H.S. Student Council, M.S.			
Class III:	Yearbook M.S. Washington D.C. Coordinator, M.S. Sites Liaison			
Class IV:	Jr. Class Advisor Student Council, H.S. Yearbook, H.S. Video Club Advisor			
Class V:	None			
Class VI:	None			
Class VII:	Marching Band & Summer Music			
Professional Responsibilities				

Class I: RTI (Response to Intervention Coordinator (standing member/meetings outside school day).

Building Technology Coordinators

Class II:	Oberlin Professional Development Committee (OPDC) Lead Mentor
Class III:	None
Class IV:	None
Class V:	None
Class VI:	None
Class VII:	None
Class VIII:	None

- j) All work on curriculum (Section 7.06(e)) all professional development work (Section 14.05(d)), and all IB work shall be paid at the professional development rate of .0042 of the BA base salary per day or one-sixth of that rate per hour.
- k) Any teacher who serves as a class advisor shall be credited one year of experience for each year served regardless of which class the teacher advised. An advisorship position may be shared by two bargaining unit members upon mutual request of the staff members involved and approval of the building principal. The bargaining unit members sharing the advisorship position shall be placed at the appropriate position on the salary schedule in 7.07(a) above and each shall be paid one-half of that amount.
- I) When supplemental duty positions are proposed or created in the period between negotiations, the Association President or designee will be given the responsibility to make a recommendation to the Superintendent regarding the appropriate placement on the supplemental service salary schedule.
- Members of the bargaining unit shall have the following options for receiving pay for supplemental contracts, when that option is applicable to the particular type of contract. The option is to be selected by the teacher at the time the contract is signed:
 - 1. Non-athletic coaching supplemental contracts may be paid in equal installments with regular paychecks. This option is not available for athletic coaching supplemental contracts.
 - 2. Payment for the total amount at the completion of the coaching season or the activity, and upon final accounting for all equipment and clearance for payment by the Athletic Director or Principal, included in the regular paycheck issued within three (3) weeks after receipt of Athletic Director or Principal clearance by the Treasurer.
 - 3. Payment of the total amount included with the regular paycheck in the first pay period in June.

- n) Any coach who believes that the safety of participants in a sport activity is compromised by the absence of an additional assistant coach may submit a written request to the athletic director and the middle school or high school principal, as appropriate, to add an assistant coach. The coach will submit supporting rationale in writing for his/her request. In the event the request is not accepted by the building principal and athletic director, the coach, if he or she elects, may appeal that decision to the Superintendent and the Board.
- o) When members on supplemental contracts receive stipends from outside sources for these duties, the District shall pay the difference between the outside stipend received and the District extra-curricular salary schedule.
- p) No supplemental compensation will be paid for participation on DSC and TAEC.

7.08. <u>Retirement Pickup</u>

The Association and the Board agree that the Board shall implement the "pick-up" of these certificated teacher-employee's required contributions to the State Teachers Retirement System (STRS), and with the Board having agreed to do so, the Treasurer is hereby authorized, effective with the first payroll payment in the 1987-88 school year, to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each certificated employee's contribution to STRS in lieu of payment by such employee, and that such amount contributed by the Board on behalf of the certificated employee shall be treated as deferred salary paid by the Board to STRS from the contract salary otherwise payable to such certificated employee in cash.

The Treasurer is also directed to prepare and distribute an addendum to each certificated employee's contract which states (1) that the employee's contract salary is being restated as consisting of (A) a cash salary component and (B) a "pick-up" component, which is equal to the amount of the employee contribution being "picked-up" by the Board on behalf of the employee; (2) that the Board will contribute to the STRS an amount equal to the employee's required contribution to STRS for the account for each certificated employee; and (3) that sick leave, severance, vacation, supplemental and extended service pay shall be calculated upon both the cash salary component and "picked-up" component of the employee's restated salary.

The Board's total combined expenditures for the employees' total contract salaries payable pursuant hereto (including "picked-up" amounts) and its employer contributions to STRS shall not be greater than the amount it would have paid for those items had this resolution not been in effect.

The Board shall compute and remit its total employer contributions to STRS based upon total contract salary, including the "pick-up." The Board shall report each employee's taxable income to the appropriate federal, state and municipal taxing authorities in such a manner as may from time to time be required by the governing tax laws. At the present time, the Board and the Association understand that federal and Ohio income tax laws require the Board to report as an employee's gross income said employee's total contract salary less the amount of the "pick-up" and that the relevant municipal income tax laws require it to report as an employee's gross income said employee's total contract salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

7.09. Tuition Waiver

The Board shall waive tuition payments for the children of any member of the bargaining unit who, while residing outside the boundaries of the District, wishes to enroll in any education program, K-12, offered by the OCSD within the boundaries of the OCSD.

ARTICLE VIII

PAYROLL

8.01. Pay Periods

Teachers shall be paid by twenty four (24) pays, on the 3d and 18th of the month.

8.02. Payroll Deduction, Dues

Teachers' professional dues will be deducted provided a written authorization for each teacher requesting such payroll deduction is forwarded to the Treasurer by September 30 of each school year. If the written authorization is continuous and is not cancelled, dues will be deducted from twenty-two (22) pays. For hourly members of the bargaining unit, dues will be deducted from the first pay of each month beginning in October and continuing through August. Dues will be deducted, for those with new authorizations, in equal installments from the remaining pays in the school year of authorization. If the employee's remaining payroll, once dues deductions are commenced, is not adequate to cover the full amount of the required deduction, the employee is responsible for payment of the balance directly to the Association.

8.03. Delayed Accounting for Absence

All absences occurring during the last five (5) days of pay period shall be accounted for on the next succeeding paycheck or as soon as practicable thereafter.

8.04. <u>Rate for Computing Deductions</u>

Deductions for each day of absence in excess of sick leave or for unexcused absence shall be made on the basis of the appropriate scheduled salary divided by the number of days in the individual's base contract year.

8.05. Ratio for Salary Adjustment Prior to Completing Contract

Should a teacher discontinue his/her services before completing his/her contract, an adjustment in salary will be made so that the amount the teacher receives will be equal to his/her annual salary divided by the number of days in his/her base contract year and multiplied by the number of days of actual service minus the previous payments.

8.06. Direct Deposit

All members shall receive their pay via direct deposit. Beginning January 1, 2015, all members shall receive email (not paper) notice of direct deposit.

8.07. Cost-Neutral TPO Supplemental Stipend

The Local Association President and Local Association Treasurer, when designated by name in written notice to the District Treasurer by the Association Treasurer no later than August 15 of each year, shall be paid via cost-neutral Teacher Professional Organization (TPO) supplemental stipends. The annual notice from the Association Treasurer also shall state the amounts of the TPO supplemental stipends, in addition to the other associated costs as set forth below. The TPO supplemental stipends shall be paid to the Local Association President and Local Association Treasurer with the second regular paycheck in May of each year. The Board shall make all required retirement deductions from the TPO supplemental stipends and shall contribute both the Board's and the Local President's/Local Treasurer's contributions to the State Teachers Retirement System (STRS) for the TPO supplemental stipends in addition to all other required STRS contributions consistent with STRS rules under OAC 3307-6-01 and 3307-6-02. Pursuant to an itemized billing from the District Treasurer, the Association shall reimburse the Board for the full amounts of the TPO supplemental stipends as well as for the amounts of the employer and Local President's and Local Treasurer's STRS contributions and taxes (including, but not limited to, Medicare and workers' compensation insurance) required to be paid on the TPO supplemental stipends, as well as an administrative fee constituting .5% of the cost of the stipend. STRS contributions, and taxes.

ARTICLE IX

INSURANCE BENEFITS

9.01. <u>Term Life Insurance</u>

Term life insurance in an amount equal to twice the B.A. base salary effective September 1 of each year of this agreement, rounded to the nearest \$1,000, to a maximum of \$50,000, will be provided to all teachers covered by this Agreement who elect such coverage. The full cost of this insurance benefit will be borne by the Board. Subject to the rules of the carrier, members may be able to purchase additional term life insurance at group rates at the member's own expense.

9.02. Hospitalization, Medical, Prescription, Vision and Dental Insurance

The Board shall make available hospitalization, major medical, vision and dental insurance coverage which will meet or exceed the specifications in effect as of March 21, 2017, asset forth in the plan documents for the plans selected by the parties, which shall include the following provisions (which shall prevail over any inconsistencies with the plan documents):

a) Effective August 1, 2017, when the drug is approved by the carrier selected by the consortium, the drug program shall provide a \$10 co-pay for generic prescriptions, a \$25 co-pay preferred name brand prescriptions, and a \$40 co-pay for non-preferred name brand prescriptions; a \$10 co-pay for mail order generic, a \$25 co-pay for mail order preferred name brand, and a \$40 for mail order non-preferred. For initial issuance of prescriptions for long-term drugs (defined as those to be prescribed to be for one

year or more), the employee's physician will issue a thirty day prescription to be filled at a local store with concurrent issuance of a prescription for mail order. Effective September 1, 2017, all prescriptions shall be governed by the terms and conditions of Express Scripts' step therapy program.

b) The major medical deductible shall be \$150/\$300 (in-network/out-of-network) per year for single coverage and \$300/\$600 (in-network/out-of-network) per year for family coverage.

c) A Section 125 plan shall provide a tax sheltering benefit for the employee contributions required under this health insurance program.

- d) Doctors who perform unanticipated additional surgical procedures during an approved operation will be reimbursed at the normal rate for the unanticipated procedure.
- e) Diabetic testing supplies will be covered by the insurance program.
- f) Hospice care (home or hospice facility) will be covered as an option where the patient is otherwise eligible to be hospitalized.
- g) Subject to the rules of the carrier, domestic partners will be eligible for coverage under the family insurance program. To be eligible for such domestic partner coverage, the employee and domestic partner must be the sole domestic partner of each other, at least 18 years of age, and have provided to the carrier at least three of the following: joint lease, mortgage or deeds; joint ownership of vehicle; joint ownership of checking account or credit account; designation of the domestic partner as a beneficiary for the employee's life insurance or retirement benefits; designation of the domestic partner as a beneficiary of the employee's will; designation of the domestic partner as holding power of attorney for health care; or proof of shared household expenses. An employee may enroll a domestic partner within the same time periods as apply to the enrollment of spouses. At the time the employee seeks to enroll a domestic partner, the employee must complete a statement of marriage or domestic partnership.
- h) Orthodontia lifetime maximum is established at \$1,500.
- i) Contact lenses will be reimbursed at \$100 per year per covered dependent.
- j) The Board-provided insurance coverage shall not include the coverage described in the Hearing Rider of the applicable health plan documents.
- k) The office visit copayment per visit shall be \$15 (for both in-network and out-of-network office visits).

9.03 Cost of Insurance Benefits

a) The employee insurance contributions shall be thirteen percent (13%) of the total cost of single or family (where required) insurance coverages for each employee electing coverage.

Where both spouses are employed by the Board in a full-time capacity, the employee contribution toward family coverage shall be waived for said individuals. The Board will pay that percentage determined under Article VII toward the cost of single or family (where required) insurance coverages for each part-time employee.

- b) Annually, to be eligible for the benefits described above, participants in the insurance program shall sign a statement declaring that they are not participants under another equivalent insurance program provided by another source.
- c) Home Instructors are not eligible to participate in the insurance program.

9.04. Health Care Committee and Cost Containment

- a) A committee (Health Care Committee) composed of four (4) representatives appointed by the President of the Association, two (2) representatives appointed by the President of OAPSE, and three (3) representatives of the Board shall be created and charged with considering health insurance matters. The Committee shall annually elect a chairperson. Regular minutes of all meetings of the Committee shall be kept and shared with all members. All decisions of the Committee shall be achieved by consensus, <u>i.e.</u>, all represented parties on the Committee shall agree with the decision. The Health Care Committee shall regularly be provided with health insurance data, including enrollment levels, claims paid versus premiums, and such other data as the members of the Health Care Committee believe will facilitate the committee's processes. The Health Care Committee's responsibilities include reviewing insurance costs, exploring program additions or modifications, examining utilization patterns, and looking for various cost containment options. The Health Care Committee will review cost of implementing Individual Flexible Spending Accounts
- b) The Health Care Committee shall be authorized to utilize such consultants as it deems appropriate, with the expense (if any) to be assumed by the Board. The Health Care Committee shall be advised, as soon as possible, of the anticipated level of premiums for the succeeding benefit year. If the Health Care Committee recommends changes in program design, premium sharing, insurance carriers or providers, or other modifications, such changes shall be implemented following approval by the full membership of the Association, OAPSE and the Board.

9.05 Spousal Mandate

a) If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

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

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

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

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

- b) Should a teacher submit false information or fail to timely advise the Board of a change in her/his spouse's eligibility for a group health insurance and/or prescription drug insurance through the spouse's employer/retirement provider, and such false information or failure by the results in the Board's plan providing benefits to which the spouse is not entitled, the teacher shall be personally liable to the plan for reimbursement of the full costs of any benefits and expenses, including attorneys' fees and costs, incurred by the Board's plan. Any amount to be reimbursed by the teacher may be deducted from the salary or benefits to which the teacher would otherwise be entitled. In addition, the spouse will be removed immediately from the Board's group health insurance and/or prescription drug insurance coverage. Submission of false information regarding eligibility of a spouse for health benefit and/or prescription drug coverage from the employer/retirement provider of the spouse by a teacher will subject that teacher to disciplinary action up to and including possible termination of employment.
- c) Any teacher whose spouse had been covered under the teacher's District-provided family plan coverage as of April 1, 2014 but is required to obtain single group health and prescription drug coverage under the spouse's employer's plan under this Section is eligible for a stipend payment under this Paragraph. The stipend amount is the lesser of: 1) one hundred fifty dollars (\$150) per month and 2)the lesser of the amount the spouse actually paid for single coverage in the spouse's employer's plan and the least expensive single coverage option in the spouse's employer's plan, subject to the following. The one hundred fifty dollar (\$150) monthly stipend limit reduces by twenty five dollars (\$25) each July 1, starting on July 1, 2015. (For example, the monthly stipend limit for 2017-2018 will be \$75, the monthly stipend limit for 2018-2019 will be \$50, the monthly stipend limit for 2019-2020 will be \$25, and so on).

The Board shall pay the stipend twice per year: once in December covering the previous June 1 to November 30 period, and once in June covering the previous December 1 to May 31 period. An eligible teacher must submit to the District Treasurer, on or before December 1 (for the June 1 to November 30 period) and June 1 (for the

December 1 to May 31 period), proof of payment during the year and proof of the plan eligibility information and costs.

9.06 Smoking

Every building, district-owned vehicle, and all school grounds in the district, and any event held in any building in the district will be smoke/tobacco free at all times, regardless of whether school is in session or students are in attendance. The OCSD smoking policy was effective August 26, 2003. The Board will contribute 50% of the cost, up to a maximum of \$200, for member attendance/participation in smoking cessation programs. The Board and Association will cooperate in attempting to arrange for provision of such programs within the district. Enforcement will be nondiscriminatory as to all groups in the school community.

ARTICLE X

CALENDAR

10.01. Calendar Days

- a) The work year shall consist of 180 pupil days, one (1) orientation day, one (1) in-service day and two (2) records days. Teachers new to the Oberlin Schools shall be expected to take part in an orientation program of up to three (3) unpaid days prior to the start of the work year for returning teachers. Records days are intended for faculty to complete grades and other necessary recordkeeping activities. On such days staff members are not to leave early and may agree by consensus to participate in meetings and with approval of the principal may leave the building early.
- b) NEOEA day will be either the one designated in-service day or an unpaid holiday. Teachers who wish to attend a NEOEA day program may apply for professional leave reimbursement in accordance with Article XIV, Section 14.05. For the life of this Agreement, NEOEA Day shall be an unpaid holiday.
- c) Up to three (3) days for staff development in-service may be added to the calendar each year by decision of the Superintendent. Attendance at such staff development in-service days will be voluntary, but teachers are encouraged to attend and participate. Those who attend and participate shall be paid a stipend of .004 of the BA base salary for each day of attendance.
- d) An additional required in-service day may be added to the annual calendar by mutual agreement of the Superintendent and the OOEA President, with each teacher paid at her/his per diem rate. This agreement must be made prior to the adoption of the school calendar for the affected year.
- e) The Board may add days or hours to the school calendar if necessary to meet state minimum school contact hour requirements at any building.

10.02. <u>School Calendar</u>

Except as provided in Section 10.01(c) and (e), the school calendar will be based on a) 178 days of student attendance, two (2) parent conference days, one (1) orientation day, one (1) records day at the end of each semester, and one (1) in-service day. In developing the calendar for the academic year, the Board shall involve three OOEA members and the OOEA President, in addition to counselors and the administration, in the process. NEOEA Day will be a non-scheduled, non-duty, unpaid day. The Thanksgiving break will include the Wednesday before Thanksgiving (as a comp day for one of the parent conference days), as well as the Friday following Thanksgiving. Spring break will follow the end of the third academic guarter. Should Easter fall at the beginning or end of spring break, the previous Friday or the following Monday will be added to Spring break as the second comp day for one of the parent conference days. If Easter does not fall within spring break Good Friday will be the second comp day and the Monday following Easter will be a non-school, nonscheduled day. The calendar will include two full weeks for winter break, which will end at the conclusion of the week (Monday-Friday) in which New Year's day falls. However, if New Year's Day falls on a Saturday or Sunday, the school year will resume the Monday following the weekend including New Year's day. The final records day will be the day immediately following the last day of student attendance. However if that day is a Friday, the final records day will be the following Monday. High school graduation will be scheduled on or before the final work day of the year for teachers to facilitate teacher attendance at the commencement ceremony.

b) The District and the Association recognize the importance of consistent, quality communications with parents.

Teachers shall conduct a total of four parent conference evenings each year. Each parent conference evening referenced above shall consist of three and one-half (3.5) hours outside of the school day. Each building's administration and staff is responsible for selecting the evenings for parent conferences.

If a parent conference evening is missed by a teacher, the teacher shall make up the parent conference time:

- a. outside of the school day;
- b. in a manner designed in good faith to achieve the same level and quality of communication with parent; and
- c. within one week of the teacher's return after the missed conference evening.

In the event of a missed conference, if the teacher desires to make up the evening in a different manner, the teacher must obtain the consent of the building administration.

Teachers who travel between buildings will meet the total time requirements set forth above. Recognizing the commitment to multiple buildings that traveling teachers have, traveling teachers will coordinate with each building's principals to determine how to allocate that time.

ARTICLE XI

TEACHING CONDITIONS

11.01. Instructional Load

- a) Instructional load shall be equitably distributed among members of the instructional staff. Faculty within a department or grade level in a building may provide input to the appropriate administrator regarding equitable distribution of classes and students.
- b) Class Size Review. The District Site Committee shall meet annually to review class size and load (Article 13.01(e)). A special effort shall be made to review class size in Kindergarten through Third Grade in order to maintain educational quality.

11.02. Preparation Period

a) Teachers in the secondary schools shall have five (5) unassigned class periods per school week. Normally, teachers will be scheduled for one such period per day, unless such scheduling will be inconsistent with the educational objectives of a building or program where a different arrangement is agreed to by the teacher and principal.

Teachers in the elementary grades (K-6) shall have, on the average over a school year, two hundred (200) minutes of unassigned time per week during the student day. No period less than thirty (30) minutes will be considered preparation time.

b) In the event a bargaining unit member agrees to perform other tasks during such "preparation time" on a regular basis, the employee shall be paid additional compensation. Such compensation for non-teaching duties shall be .00075 of the B.A. base salary per period. For teaching duties, the staff member shall be compensated, at the above-described rate, for an additional half period for each student contact period.

11.03. Non-Instructional Duties

Non-instructional duties shall be equitably distributed among members of the instructional staff. Every effort shall be made to include bargaining unit member input and choice in duty assignments.

11.04. Traveling Teachers

a) Traveling teachers shall be provided a minimum of 20 minutes unassigned time per trip to travel between and prepare for back-to-back assignments in different buildings.

Every effort shall be made to attach this travel to lunch or preparation periods on either end of the travel time and to schedule daily preparation periods (as defined in 11.02) in the building which the teacher has determined as his/her major responsibility. Reserved parking spaces near the building entrance will be marked with signs and enforced for traveling teachers and where possible be located near the building entrance.

b) Traveling teachers shall be reimbursed at the rate of .007 of the current B.A. base salary for teaching assignments in two buildings and .0121 of the current B.A. base

salary for teaching assignments in three buildings. Such reimbursement shall be made not later than June 30 and shall be reduced on a prorated basis for those who perform such assignments for less than a full school year.

- c) A traveling teacher shall not be required to attend more meetings than a teacher who is scheduled at one building. Assignment of noninstructional duties to a traveling teacher shall be coordinated between the building principals to insure that the traveling teacher does not receive more noninstructional duties than classroom teachers assigned to one building.
- d) In its August meeting, the District Site Committee shall review the schedules of traveling teachers for the coming school year.
- e) For purpose of tuition reimbursement calculation, submission of leave forms and professional leave fund allocation, traveling teachers shall be treated as assigned to one building.

11.05. Job Sharing

- a) With the approval of the building principal and Superintendent or designee, two teachers may share a certificated teaching assignment.
- b) Teachers who wish to share an assignment shall submit a written plan for such arrangement to the building principal no later than April 1 of the year preceding the proposed job share. The plan must include the following elements:
 - 1, The plan will be in effect for a full school year;
 - 2. The area of teaching assignment, including grade level, building and courses to be shared;
 - 3. A full description of the teaching techniques and methods and grading practices employed by each teacher, with a full explanation of the steps the participants will employ to insure compatibility of such techniques and practices;
 - 4. The percentage of the regular full-time workday each participant proposes to teach.
- c) Teachers who wish to participate must locate their job-sharing partner. No teacher will be required to job-share.
- d) All negotiated benefits shall be split according to the percent of the regular full-time teacher workday served by the participant.
- e) Participants shall acquire seniority credit for layoff and salary schedule placement purposes on a proportionate basis, <u>e.g.</u>, one-half time service provides one-half year credit.
- f) Job-sharing teachers shall be considered for changes in contract status, evaluation and layoff on the same basis as full-time teachers.

- g) Each participant must attend all evening and after-school meetings expected of full-time teachers and such assignments.
- h) The Superintendent and Board agree to view each application on its own merits and to base any decision upon whether the proposed job-sharing will benefit the Oberlin Schools.
- i) When a job-sharing participant is absent, her/his job-sharing partner shall be asked to substitute prior to any casual substitute being contacted.

11.06. Building Security

Every building in the District shall develop a school safety plan which meets the requirements of Revised Code Section 3313.536. Each teacher shall be provided a copy of the plan.

- a) A building site committee shall be responsible for a building security plan, including an emergency lockdown plan, which might include procedures for limiting or controlling building access.
- b) Annually, the building principal shall advise parents/guardians of the District's visitation policy, including the requirement that all visitors (including parents/guardians) check at the building office to receive permission to visit a classroom and that failure to check in and secure permission could result in the filing of trespassing charges.
- c) All visitors are expected to provide 24 hours notice before visiting a classroom. That notice period may be waived with the consent of the teacher. A teacher who receives an unannounced visit by a parent/guardian or other person shall refer that person to the building office to follow procedures. If the visitor does not follow procedure repeatedly, the visitor will be contacted in writing by the building office and reminded of the visitation policy and the potential penalty for its violation.
- d) A teacher who anticipates a potentially volatile visit by a parent/guardian/sibling shall advise the principal, if possible, and shall conduct the conference in a secure conference area of that building.

11.07. Copy Machines

- a) The Technology Application in Education Committee (TEAC) will set targets for and review copy usage as well as analyze usage to try to determine some causes of equipment breakdowns. TEAC shall determine copier location, access and material availability. While one copy machine shall be designated to teacher use, teachers shall have reasonable access to a copy machine during the times provided in Section 11.09. All staff will receive training on the basics of copy machine use. At each building one or more staff members will be identified and trained to resolve copy machine problems.
- b) Teachers shall assess copy needs and costs to determine the cost effectiveness of ordering supplemental materials compared to copying. Administrators shall undertake a similar assessment.

11.08. Building Access

Recognizing that teachers are dedicated professionals who often put in extra time beyond the scheduled teaching day, teachers will have access to the building they work in before and after the regular school day.

Individual building staff and principal may create plans for providing building access outside of the regular teaching day. Teachers will have access to the building they work in from 5:00 a.m. to 9:00 p.m. weekdays and weekends unless modified by building site process (extended hours). Each teacher, upon request to the building principal will be issued a key that opens the primary building entrance door and any door necessary to gain access to the alarm keypad. Teachers, in recognition of building security and safety concerns will agree to the following conditions:

- Teachers will not share their building key with anyone including staff who have also been issued a building key.
- If a teacher loses his/her key, he/she will assume financial responsibility for re-keying the associated doors.
- Teachers may only bring family members with them and those family members must stay with the teacher at all times.
- Recognizing that building custodians and maintenance personnel are dedicated professionals working to keep our buildings safe and sanitary, teachers will make a good faith effort to keep the building in the condition they found it. This includes turning off lights and any equipment used.
- Recognizing that custodial and maintenance work is done after hours and even on weekends, teachers will not impede that process during work outside of the teaching school day. Teachers will not interrupt the work of custodians or other maintenance personnel.
- Teachers who have been issued a building key will turn in the key at the end of each school year or make other arrangements with the building principal. Summer access is not discouraged but may be limited due to custodial/ maintenance issues.
- Alert your principal if after hours.
- Any individual beyond family require a building permit.

11.09. Evaluating Data Collection Procedures and Materials

The building and district leadership team shall annually review and assess data analysis procedures, materials, and efficacy, and make recommendations to the Superintendent or his or her designee regarding the elimination of any unnecessary data collection procedures. They shall then update the building goals, with input from affected stakeholders.

ARTICLE XII

TEACHING DUTIES AND RESPONSIBILITIES

12.01. Teaching Day

a) Effective with the 2010-11 school year the teaching day shall not exceed seven (7) hours, twenty-five (25) minutes at the high school and middle school and seven (7) hours and twenty (20) minutes at the elementary, each of which includes at least a thirty

(30) minute duty-free lunch period. Each member shall arrive at her/his assigned building fifteen (15) prior to student arrival time. During each teaching week as determined by the building site committee, at each building at least three (3) periods, in addition to planning periods, shall be used for meetings, addressing professional development, department/team meetings, RTI, IB, and team planning. The order and content of such daily meetings determined at the building level by the building principal and building staff. Each bargaining unit member may be given specific assigned duties during the 15 minutes prior to the convening of the regular class day and the 15-minute period after dismissal of students.

- b) Teachers will schedule non-emergency meetings to occur within two (2) school days of the principal's request for the meeting. Meetings with the principal addressing teacher performance will be conducted expeditiously. The teacher is entitled to representation.
- c) A special education teacher may request the assignment of permanent substitutes if available to provide class coverage for the preparation of IEP's by the teacher. During any month where one-third or more of the IEP's of the teacher's assigned students are expiring, the special education teacher will be given one or two days of release time to prepare IEP's or compensatory time if a substitute is not available.
- d) Any bargaining unit member who, upon request of the Superintendent, agrees to extend his/her teaching day beyond that of the regular day for his or her assigned building shall be paid in accordance with Article 7.01 (b) for each additional period taught.
- e) Principals shall make every effort to ensure equitable distribution of duties and responsibilities to support curriculum programming, such as program-specific IB requirements. Teachers and principals shall work collaboratively to address frequency of meetings for team planning time and agendas for those meetings that include vertical and grade-level team time, and time to meet with the IB coordinator—all with no more than three assigned meetings per week. Of these three weekly meetings, one meeting per week shall concern IB matters, but only two per month will be with IB coordinators, with the understanding that the IB coordinator is also available as a resource for all weekly IB meetings. These meetings will not reduce the preparation time found in Section 11.02. Teachers that have dual responsibilities of MYP and DP requirements shall work collaboratively with their principal and IB coordinator to schedule release time as appropriate to address teacher load and staffing needs.

During the first semester, one of the existing regular staff meetings shall be dedicated toward vertical and departmental alignment, with the meeting directed by teachers. During the second semester, an additional staff meeting shall be added for that semester, to be used for the purpose of vertical and departmental alignment, with the meeting directed by teachers. Teachers shall record minutes of such meetings and subsequently provide them to the administration.

The Board shall allow release time in order to address required coursework for IB certification or teachers who are involved in a required and unusually burdensome or atypical workload of IB-related matters.

f) In addition, in order to improve IB instruction processes and responsibilities district wide, IB coordinators shall engage in quarterly meetings with the curriculum director, an OOEA representative, and a building administrator. Components of such meetings shall include discussion of communication practices between the teacher and the IB coordinator, vertical articulation, structure of schedules, and the overarching strategy for the relationship.

12.02. Faculty Meetings

The first Monday of each month shall be reserved for faculty meetings which may be held as needed as agreed upon by the building staff and principal. Faculty meetings normally should not exceed beyond one and one-half (1-1/2) hours. Teachers shall attend all above-scheduled faculty meetings called by the principal or Superintendent, unless excused by the person calling the meeting prior to the time of the meeting. If, in unusual circumstances, a meeting on another day is necessary, notification shall be given three (3) days in advance if possible.

A teacher who is excused from a faculty meeting, or misses a faculty meeting due to illness shall 1) communicate with the person calling the meeting to determine how to follow-up with regard to the meeting content, and 2) follow-up as instructed. Communicating with the person calling the meeting and following up as instructed may require meetings or other obligations that occur outside the ordinary teaching day.

12.03. <u>Homeroom</u>

Teachers are subject to homeroom assignment, and when so assigned, they shall handle all the details of records, attendance, social activities and other matters assumed by the homeroom.

12.04. <u>Planning</u>

- a) Each teacher shall keep an outline of class procedure. A daily schedule which has been approved by the principal shall be filed in the office by September 30th of each school year. This will be an aid to the principal and supervisors.
- b) Teachers who will be absent from school due to illness or other reasons shall provide appropriate lessons for the substitute.
- c) Each teacher is responsible for the preparation and maintenance of a weekly lesson plan prepared in accordance with the course of study for the curriculum program established by the Board. Lesson plans will include components that reflect curriculum references, activities, and assessments with an understanding that plans for special education students are individualized according to IEP's and do not always reflect grade level indicators. Such weekly lesson plans shall be available for review by the principal. Such review shall not interfere with the use of such plans in the classroom with the understanding that, if a teacher cannot provide a lesson plan during the course of a particular class, the teacher shall provide the lesson plan to the principal by the next morning.

12.05. Copyright

When available materials do not meet the needs of a teacher or his/her class, a teacher is encouraged to develop original materials. Such materials are considered a work for hire and the

copyright belongs to the Board. However, the teacher is automatically and hereby granted an unrestricted, perpetual, irrevocable, fully-paid up, worldwide, royalty-free, fully sublicenseable and nonexclusive license to use, reproduce, modify and create derivative works from, distribute, publicly perform, publicly display, make, have made, sell, offer for sale, and import the materials, by all means now known or later developed. The provisions of ORC Chapter 2744 shall be followed with respect to the protection of teachers from claims of liability arising in connection with teacher use of District technology.

12.06. <u>Grades</u>

a) Teachers shall enter grades electronically. Using the electronic format, once a week teachers will enter available grades. At least one week ahead of the due date teachers shall enter the estimated due dates of major assignments. Examples of major assignments include major tests, research papers and class presentations. Such grades and assignments shall be accessible online.

12.07. Communication

Teachers are expected to respond to communications from parents within two (2) school days. Teachers may refer parent communications to the building administration for response

12.08. Interim Reports

Interim reports with teacher comments shall be sent for all students who are failing. Other interim reports may be sent at the option of the individual teacher.

ARTICLE XIII

SITE-BASED DECISION MAKING

13.01. District Site Committee

a) The District Site Committee of the OCSD shall consist of the following members to be appointed annually by August 15:

Superintendent (permanent member)

Teacher Members—One (1) from each building in the District, appointed by the Association President

Association President (permanent member)

Four members from the Administration

The Board President or a Board Member selected by the Board President

OAPSE will be afforded the opportunity to send two representatives

The Association President and Superintendent may agree to invite resource people appropriate to the issue being considered by the District Site Committee.

- b) At the first DSC meeting of each year, the DSC co-chairs will propose an agenda for that year, with particular emphasis on instructional improvement issues. The major focus of DSC should be to address and resolve instructional improvement issues and those operational issues which significantly affect instruction and learning. The cochairs may determine to convene additional meetings to address and resolve more routine operational concerns.
- c) The District Site Committee shall hold meetings as agreed to by the Superintendent and Association President.
 - 1. Meetings, time, location and distributions of minutes will be determined as needed.
 - 2. Co-Chair duties will be shared by the Superintendent and Association President on a rotating basis.
 - 3. Co-Chairs will establish joint agendas.
 - 4. Release time will be granted as necessary.
- d) The District Site Committee may assume curricular responsibilities and serve as a forum for teacher and parent participation in the review of curriculum.
- e) The District Site Committee shall meet during the first two weeks in August to review class sizes and loads across the District including the schedules of traveling teachers (11.04(d)). DSC shall submit a preliminary report to the Board. The Co-Chairpersons shall meet again in September to review final enrollment and class size and load data and submit its final report on these matters.

13.02. Building Site Committee Process

- a) In each building, the building principal and the OOEA building representative(s) may, by mutual agreement, appoint a Building Site Committee (BSC) when they determine that a matter covered under this Section (or deemed appropriate for a BSC under another section of the Agreement) requires consideration. The building principal and building representatives have discretion to determine by mutual agreement the numbers and identity of committee members.
- b) Members volunteering to serve on the BSC should do so with the understanding that additional commitments of time will be required on their part.
- c) The decision rules for processing ideas are as follows:
 - 1. Within budgetary resources allocated to the site
 - 2. With consideration for effects on other sites
 - 3. Meets goals of site and district

- 4. With consideration of board policies and state law
- 5. Reached through consensus decision-making
- d) The BSC will review all ideas, seek additional resources where helpful, and invite discussion from all members of the staff. Once the BSC reaches consensus, its members will develop a plan for implementation. For purposes of this provision, the term "consensus" means that for those participating in the process, even if the solution is not the one a particular participant favors, it is an outcome he/she can live with and agrees to support to her/his colleagues. Each member of the BSC agrees to participate in the process in an open and enthusiastic manner and shares a responsibility to bring ideas and information to help the BSC reach a solution. When a matter is presented, the BSC shall establish a timeline for completion of the process. If consensus is not achieved in that time period, the matter shall be subject to resolution by the building principal. The OOEA building representative is expected to address BSC process concerns with the building principal. If a majority of the BSC concludes that the consensus process is not functioning appropriately following the attempt by the OOEA building representative and the building principal to resolve the concerns, the OOEA President and Superintendent will be asked to provide support to improve the process.
 - 1. Should the plan require a deviation from the Collective Bargaining Agreement, the BSC will present the proposal to the DSC for consideration. If affirmed by the district committee it will be brought to the site for discussion by the entire building staff. Prior to any waivers for contract deviation being instituted, a sample ballot stating the language changes, duration of changes, and explanation of the changes is to be provided to the site staff. The site staff may accept or reject the recommendations as stated on the ballot through a secret vote, monitored by the members of the OOEA on the BSC. An 80% affirmative vote of those members voting shall be required to deviate from any item or provision found in the master contract. The BSC, with input from the staff, will determine a method of evaluating the change. All waivers approved by the staff shall be signed by the members of the BSC. Copies will be sent to the Superintendent and President of the OOEA.
 - 2. Where the BSC agrees upon a decision, all members understand and agree that there is a shared responsibility and accountability for results of that decision.
- e) The only areas of the Collective Bargaining Agreement where waivers may be considered are as follows:

ARTICLE VII - CURRICULUM 7.05 Regular Teacher Compensation for Emergency Substitute Pay 7.06 Curriculum

- ARTICLE X CALENDAR 10.01 Calendar Days
- ARTICLE XI TEACHING CONDITIONS 11.01 Instructional Load

- 11.02 Preparation Period
- 11.03 Non-Instructional Duties
- 11.04 Traveling Teachers
- 11.05 Job Sharing

ARTICLE XII - TEACHING DUTIES AND RESPONSIBILITIES

- 12.02 Faculty Meetings
- 12.03 Homeroom
- 12.04 Planning
- 12.06 Grades

ARTICLE XIV - LEAVES

- 14.05 Professional Leave
- 14.14 Teacher Exchange

ARTICLE XXI - MENTOR TEACHER

- 22.01 Mentor Teacher Assignment
- 22.02 Mentor Eligibility Criteria
- 22.03 Mentor Teacher Role in Evaluation Process

ARTICLE XIV

LEAVE PROVISIONS

14.01. Sick Leave

a) Accumulation of credit - full-time certified teachers shall be granted accumulative sick leave at the rate of one and one-quarter (1-1/4) days for each completed month of service which shall mean fifteen (15) days per school year (July 1 through June 30).

The maximum sick leave accumulated shall be unlimited.

- b) Transfer Any teacher who transfers from another Ohio school district shall be credited with the balance of accumulated sick leave up to the maximum accumulation in effect in the district at the time of transfer, upon presentation by the teacher of certification of such accumulated days.
- c) Credit Fifteen (15) days' sick leave credit shall be advanced to each teacher as needed to be charged against subsequently earned leave. To be eligible for such an advance, the teacher must be on or convert to the 24 pay plan. If the teacher uses all or part of the fifteen (15) days of sick leave credit and terminates employment before such sick leave has actually accrued, the teacher shall reimburse the OCSD for the sick leave used but not earned.
- d) Notification Teachers are to give as much notice as possible of an expected absence.
 - 1) When giving notice more than 24 hours in advance of an absence, teachers shall record the absence in the electronic notification system.

- 2) When giving notice less than 24 hours in advance of an absence, teachers shall both record the absence in the electronic notification system and notify the substitute clerk the morning of their absence by the time specified by the Superintendent.
- 3) If, due to an emergency, the teacher is unable to record an absence in the electronic notification system before the absence, the teacher must record the absence in the electronic notification system not later than twenty-four (24) hours after the teacher returns to work.
- 4) A teacher who fails to record an absence in the electronic notification system within seven calendar days after the teacher returns to work will be docked pay for the day not recorded.
- e) Illness and Death Teachers may be absent from regular duties because of personal illness or injury. In case of illness or death, all persons listed in the definition below for "immediate family" of the teacher shall be valid reasons for the use of sick leave by that teacher. "Immediate family" shall be interpreted to include father, mother, step-parents, brother, sister, husband, wife, child (includes step-children and foster children), domestic partner, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, uncle, aunt, and grandchild.
- f) Use of Sick Leave for Bereavement The parties recognize the importance of having sufficient staff available to operate schools on scheduled school days. Although the parties agree that it is important to pay respects to friends and colleagues who have passed, they also understand that a large number of staff absences can impede the schools from operating.

Accordingly, on up to one day each school year, a teacher may use one day of sick leave for the purpose of attending a funeral of a person outside the coverage of the sick leave provisions above in Section 14.01(e), subject to the discretion of the building principal as set forth below. The teacher may do so by providing notice via FormShare and sending the principal an additional email (with the information to be included in the email enforced uniformly across the district). The teacher shall notify the building principal at least two days prior to the day of the leave or, if two days' notice is not possible, at the earliest time possible. The superintendent may limit the use of such leave, if the leave would impede the school's ability to operate effectively.

If a teacher declines to use this one day of sick leave for attending a funeral in any particular school year, that day shall "roll over" to the following year in the form of one day of sick leave, not in the form of one day of bereavement leave. Thus, each year, a teacher will have only one day of sick leave to use for attending a funeral for a person outside the coverage of the sick leave provisions above in Section 14.01(e), regardless of whether the teacher did so in the prior year.

14.02. Personal Business Leave

- a) A maximum of three (3) days of personal business leave per school year may be granted to all teachers. Those employed for one-half (1/2) of the school calendar may apply for one and one-half (1-1/2) days of personal leave.
- b) Personal business leave days are non-cumulative. Personal business leave may be granted to permit the teacher to conduct personal business affairs or other emergency matters that cannot be scheduled and/or resolved outside regular school hours. Personal business leave days may not be taken for any purpose covered by any other form of leave available from the Board, including sick leave. Such leave should not be taken to extend vacations or holiday periods included in the school calendar. A teacher shall qualify for personal business leave prior to or after a vacation/holiday period when such leave is for purposes other than extending the vacation/holiday period, but must furnish a valid reason for requesting such leave.
- c) Written requests for personal business leave shall be presented to the building principal for transmittal to the Office of the Superintendent at least three (3) days prior to the start of the requested leave. In the event of an emergency, the teacher shall notify his/her immediate supervisor or the Office of the Superintendent of his/her intended use of personal business leave at the earliest possible time.
- d) Personal business leaves may be granted on the basis of ten (10) per school day in the District. They should be granted across school lines and not limited to a specific number per building.
- e) Additional personal business leave days, paid or unpaid, may be granted at the discretion of the Office of the Superintendent.
- f) Falsification of personal business leave is grounds for termination of employment.
- g) At the close of the school year, any teacher who has taken less than three (3) days of personal business leave during that year will have the remaining days added to her/his sick leave accumulation total as calculated under Section 14.01(a).
- h) Any teacher who exhausts personal business leave days may take additional paid days for observance of religious holidays on which the teacher's observance of his/her religion requires total abstinence from work. Any teacher who exhausts personal business leave days for religious observance may take up to two additional days for other personal reasons. Such added days will be charged to the teacher's accumulated sick leave.
- i) Annually a statement shall be issued jointly by the Board and OOEA which sets forth the proper basis for using personal business leave emphasizing that personal business leave is to be used only for personal business affairs or other emergency matters that cannot be scheduled and/or resolved outside of regular school hours, that personal business leave days may not be taken for any purpose covered by any other form of leave available from the Board including sick leave, and that personal business leave should not be used to extend vacation or holiday periods.

14.03. Maternity and Paternity

Any member of the bargaining unit who is pregnant, husband of a pregnant woman, or an adopting parent may request and shall be granted a maternity or paternity leave of absence without pay or benefits on the conditions set forth as follows:

- a) A written request for maternity/paternity leave of absence shall be filed with the Superintendent at least six (6) weeks in advance of the anticipated beginning date of the leave. In the event that the child is born or adopted earlier than expected, the leave may commence at the date of birth/entry of child into household.
- b) The maternity/paternity leave of absence shall be for the balance of the semester or school year in which the leave commences, at the option of the teacher to be selected at the time the request for the leave is submitted. In the event of a leave beginning after April 1, the teacher may select a leave for the balance of that school year and for the first semester or the entirety of the succeeding school year. In the event a teacher requests a different return date, the Superintendent or the Superintendent's designee shall discuss the matter with the teacher, with the understanding that the Superintendent shall retain full discretion about whether or not a different return date may be taken.
- c) The leave may be extended for one (1) additional school year upon the request of the teacher to the Board, made not later than March 15, preceding the year for which such extension of the leave is requested. In the event of leaves which commence after April 1, requests for extension of such leaves for one (1) additional school year shall be submitted not later than June 20.
- d) Subsequent to the termination of the pregnancy, written application for reinstatement may be made by the teacher to the Superintendent at any time during the school year, and the teacher may be reinstated by mutual agreement. In any case, he/she shall be reinstated no later than the beginning of the next succeeding school year unless his/her leave is extended in accordance with paragraph (c) above provided, however, that teachers on maternity or paternity leave shall not be entitled to early reinstatement to a vacant teaching position which is subject to being filled by a teacher recalled from the reduction in force list.
- e) Where the Group Insurance Policy permits, a teacher on maternity/ paternity leave may continue to participate in those benefits which are provided to other teachers by payment of the group rates for such benefits.
- f) Subject to the limitation below, during the first twelve (12) weeks of any parental leave of absence, the teacher's participation in the medical insurance coverage provided in Article IX of this Agreement shall be continued at the level of Board contribution as there provided. The provision, at Board expense, of such continued coverage shall be only for the first twelve (12) consecutive weeks of any parental leave of absence. Provision of such coverage at Board expense shall not exceed twelve (12) weeks during any school year. In the event a teacher has taken paid sick leave in connection with the birth of a child, the period of paid sick leave shall be deducted from the twelve (12) week period

for continuation, at Board expense, of health benefits during the otherwise unpaid parental leave of absence. A teacher will be eligible for a subsequent twelve (12) week period only upon her/his return to active service and completion of one full school year of active service.

14.04. Pregnancy Disability

A pregnant teacher who elects to use sick leave in accordance with R.C. Section 3319.141 may, by complying with the provisions of Section 14.03 above, begin maternity leave at the expiration of the disability sick leave. No teacher may receive disability sick leave benefits while on maternity leave.

14.05. Professional Leave

- a) All teachers are encouraged to participate in professional activities of educational organizations which operate for the benefit of the Oberlin schools. These include membership and holding office in professional organizations, participation in curricula studies and educational leadership and experimental programs. Teachers are also encouraged to attend workshops and seminars and make visitations to other schools to study alternative learning and teaching methods, and to actively participate in meetings of local, state and national professional organizations which operate for the benefit of the schools.
- b) The payment of teachers' expenses for approved professional leave incurred in attendance at such meetings, seminars and visitations and the salaries of substitutes shall be carried by the Board as an in-service item. Permission to attend professional meetings must be obtained from both the principal of the teacher's building and the Superintendent. The IRS approved rate will be used for mileage.
- c) Reimbursement procedures are designed to encourage teachers to attend meetings that have been approved on the basis of activities that are specifically intended to make them more effective as representatives of the Board for improving the educational programs of the schools. The Superintendent will approve leave for delegates elected to attend other meetings, but without expense. Cost of the substitute necessary will be borne by the Board in such cases.
- d) Teachers are encouraged to observe teaching colleagues in the Oberlin Schools, provided the principal and observing teacher are able to make acceptable arrangements for coverage of the observing teacher's duties.

14.06. Assault Leave

a) A teacher who is absent due to physical disability resulting from an assault which occurs in the course of Board employment or while in attendance at a school-sponsored or related activity is eligible for assault leave. Up to five (5) days of such leave will be provided to the teacher upon submission, to the Treasurer, on the form prescribed by the Board. A certificate from a licensed physician must be supplied before assault leave may be approved for payment.

- b) An additional ten (10) days of leave will be granted when the attending physician certifies that the physical disability resulting from the assault will endure for at least fifteen (15) school days from the date of the assault.
- c) Additional days of assault leave may be granted by the Board upon the written request of the teacher.
- d) Falsification of either a signed statement under (a) or a physician's statement is grounds for suspension or termination of employment pursuant to R.C. 3319.16.
- e) A teacher who has been physically assaulted by a student or a member of the student's family may request and shall be granted the transfer and/or removal of that student from his/her classroom for the balance of the semester, provided that the teacher's injuries from the assault required professionally rendered medical attention and provided further that the teacher has filed criminal charges against the student or family member.
- f) A teacher who has been the subject of a serious threat of severe bodily harm by a student, parent or guardian shall promptly report that threat to her/his building principal. With the agreement of the building principal, the teacher may be approved for up to five (5) days of assault leave. The teacher may request the transfer and/or removal of the student from her/his classroom, other forms of intervention for the student, classroom management assistance or the assignment of another adult to the classroom for up to the balance of the semester. The student is entitled to due process rights before a final decision on removal is made. Any such removal decision shall be made in accordance with the District's Code of Student Conduct. In accordance with Ohio law, if a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process within the classroom, the teacher may remove the student from curricular activities under the teacher's supervision and as soon as possible shall submit written reasons for the removal to the principal. If the principal reinstates the student to the curricular activity before any required hearing is conducted, the teacher will receive written reasons for reinstatement from the principal. By the end of September, 2007 (and reviewed each year) each building staff and principal will develop a plan for the emergency removal of students when administrators are not available.
- g) A teacher summoned to appear in court as a result of filing charges pursuant to this Section 14.06 or summoned to appear as a witness in such matter shall be compensated and shall not have such day(s) charged to sick or personal leave.

14.07. Sabbatical and Study Leave

- a) Certificated teaching personnel with at least four years of teaching service in the Oberlin Schools may be granted a leave of absence for one year or less of advanced professional study at a recognized college or university or other approved course of study upon meeting the following criteria:
 - 1. Application for study leave shall be made not later than March 15 of the school year preceding the time for which the leave is sought. If the leave is being

requested for the second semester only, application shall be made no later than the first school day in October. The request must include the following:

- i. A proposed program of unified college (graduate level) studies or independent study in an area related to professional education which is mutually agreed upon by the applicant and the Superintendent;
- ii. A rationale indicating how the proposed course of study will benefit the individual in his/her area of teaching, and how the proposed course of study will benefit the OCSD.
- iii. Any other materials the applicant wishes to submit.
- 2. Certified personnel seeking such sabbatical or study leave are eligible to have same granted by the Board upon the recommendation of the Superintendent in accordance with R.C. 3319.131 if the above criteria are met, and if there is available a satisfactory substitute, and if no more than five percent (5%) of the certificated staff is on such leave at any one time. The Superintendent will advise the applicant of his/her recommendation regarding the leave prior to Board action. The applicant may confer with the Superintendent to discuss the basis for his/her recommendation and shall have the right to be accompanied by a representative of his/her choice at such meeting.
- b) If the above criteria are satisfied, the Board may permit the sabbatical or study leave and, in granting such leave, shall grant a partial salary equal to the difference between the substitute's pay and the teacher's expected salary. For purposes of this provision only, the term "substitute" is defined as the least senior teacher as defined in Section 19.03(d) (3) within the area of certification of the teacher on sabbatical leave.
- c) Privileges, tenure and retirement rights shall be preserved for personnel on sabbatical or study leave. Sick leave shall not be accrued during the period of sabbatical leave. Credit shall be given on the salary schedule and seniority list as for regular teaching service in the Oberlin Schools. The teacher may participate in the group insurance program, subject to the rules of the carrier, by paying all premium costs each month to the Treasurer. The teacher shall be eligible for tuition reimbursement as defined in Section 7.02.
- d) Obligations Upon completion of leave, each grantee shall submit to the Superintendent of Schools evidence of having completed the proposed plan of study and shall return to the Oberlin School system for at least two (2) years of continuous service. A written agreement signed by both parties shall stipulate the obligations and the privileges as set forth in this section. Failure to fulfill the contract shall result in loss of the above privileges, and refund of subsidy and other benefits conferred by the Board will be required.
- e) The Superintendent and Board agree to view each application on its own merits and to base their decision upon whether the proposed leave will benefit the Oberlin Schools.

14.08. Unpaid Leaves of Absence

- a) Illness The Superintendent is required by law (R.C. 3319.13) upon written request of a teacher, to grant a leave of absence, for a period of not more than two (2) consecutive school years where personal illness or other disability is the reason for the request. Without request, the Superintendent may grant similar leave of absence and renewals to any teacher because of physical or mental disability, but such teacher may have a hearing on such unrequested leave of absence or its renewals in accordance with Section 3319.16 of the Ohio Revised Code. Such leave of absence shall be without pay.
- b) The Superintendent upon written request of a teacher, may grant an unpaid leave of absence for a period of not more than one (1) year for other reasons. Leave requests may not be denied on an arbitrary or capricious basis.
- c) When sabbatical leave is denied under Section 14.07 above, the teacher-applicant may request and shall be granted an unpaid leave of absence for one (1) year. Such requests shall be submitted within twenty (20) days of Superintendent or Board denial of sabbatical leave. Where the rules of the carrier permit, the teacher may participate in the group insurance program by paying all premium costs each month to the Treasurer.

14.09. Emergency Leave

In cases of emergency, teachers, upon approval of their principals, may be excused from their daily assignment for a specified, limited period of time during the instructional day after appropriate supervision has been arranged.

14.10. Jury Duty

In case of jury duty, the employee will be paid the differential: <u>i.e.</u>, will receive regular compensation less the fee which may be paid for court duty.

14.11. Absence

In case of any absence for which pay is not authorized, deductions shall be made in accordance with the formula set forth in Section 8.04 above.

14.12. Military Leave

Any regular teacher who may be conscripted into the Defense Forces of the United States of America for services or training shall be granted a military leave. He/she shall be reinstated into his/her position in the school system with full credit for all annual increments under the salary schedules, upon written request, supported by competent proof that the teacher is fully qualified to perform the duties of the position. The application for reinstatement shall be made within a reasonable time and not later than ninety (90) days from the date of said release or discharge from military service.

14.13. <u>Resumption of Service</u>

- a) Upon return from approved maternity/paternity, sabbatical, military, or unpaid leave, the teacher shall be entitled to reinstatement to the same position with the same contractual status which he/she held prior to the leave or, if his/her position is no longer available, to a substantially equivalent position for which the teacher holds valid unexpired certification/license. Such assignments on return from a leave shall be subject to the provisions of Article XIX, Reduction-In-Force. If said leave is extended, the same provisions shall apply.
- b) Every reasonable effort shall be made to return the teacher on sabbatical, maternity/paternity, military or unpaid leave to the position of his/her choice upon return to service. The teacher must indicate his/her preferred teaching assignment at the time the leave is requested.
- c) A teacher must provide written notification to the Superintendent's office of his/her intent to return from a leave of absence or to request an extension of such leave by March 15 in the school year in which such leave expires. A failure to provide such notice shall result in the teacher's forfeiting his/her guaranteed rights to employment with the District.

14.14. Teacher Exchange

The Board shall consider and may grant leave for participation in a teacher exchange program such as the International Teaching Fellowship Program, Fulbright, or any comparable program to members of the bargaining unit. The provisions of Article XIV, and Section 14.13 shall apply to this leave.

14.15. Fringe Benefits

- a) In the event of a leave of absence granted as a result of the serious health condition of the teacher, spouse, child or parent of the teacher, the teacher shall be eligible for continuation, at Board expense, on the group hospitalization and major medical coverages provided under this Agreement. Board payment toward the cost of such insurance coverages shall be at the level established under Article IX. Continuation, at Board expense of health insurance coverages during <u>any</u> period of unpaid leave of absence for any reason shall be for a period not to exceed a total of twelve (12) weeks in any school year.
- b) In the event a teacher has taken paid sick leave for any of the circumstances for which she/he applies for and receives an unpaid leave of absence, the period of paid sick leave shall be deducted from the twelve (12) week period for continuation, at Board expense, of health benefits during the otherwise unpaid leave of absence.
- c) If a teacher who elects not to return to work following an unpaid leave of absence during which she/he has continued, at Board expense, on the health benefit programs provided under Article IX and should the employee's reason for not returning to work be other than the continuation, recurrence or onset of the health condition that gave rise to the leave, the teacher shall reimburse the Board for the health insurance premiums paid by the Board during the twelve (12) week period described above.

ARTICLE XV

TEACHER EVALUATION PROCEDURE

15.01 Introduction

- a) The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.
- b) The Board and OOEA believe in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.
- c) The Board and OOEA authorizes the Superintendent to establish and maintain an ongoing Evaluation committee, with continuing participation by OOEA representatives for the express purpose of recommending necessary changes to the Board, Policy Committee and the Evaluation Committee.

15.02 Definitions

"OTES" - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"Teacher" – For purposes of this contract, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
- C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
- D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this contract. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures negotiated between the Board and the OOEA.

"Credentialed Evaluator" - For purposes of this contract, each teacher subject to evaluation will be evaluated by a person who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

- B. holds a credential established by the Ohio Department of Education for teacher evaluation; and
- C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.
- D. and must be a permanent credentialed employee of the district and not contracted for purpose of evaluations only.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this contract.

"Core Subject Area" – means reading and English language arts, mathematics, science, world language, government, economics, fine arts, history and geography.

"Student Growth" – for the purpose of the District's evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

"Student Learning Objectives" ("SLOs") - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

"Shared Attribution Measures" – student growth measures that can be attributed to a group.

"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State issued standardized assessments.

"Vendor Assessment" – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

15.03 Evaluation of Non-Classroom Staff

Non-classroom staff members (speech therapists, counselors, media specialists, psychologist) or teachers with less then 6 students, shall complete a Growth Plan or Improvement Plan using the ETEPS forms.

Non-Classroom staff shall be observed using the established timeline.

Summative evaluations shall be completed using the established timeline and utilizing Oberlin City Schools Summative Evaluation Form F. (Appendix C)

15.04 Standards Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- A. accomplished;
- B. skilled;
- C. developing; or
- D. ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth.

15.05 Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the *Ohio Standards for the Teaching Profession.*

15.06 Formal Observation and Classroom Walkthrough Sequence

A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this contract shall be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs each school year.

A teacher may request that a OTES Certified Teacher participate during the evaluation process.

A teacher may request that a peer observer be present during the evaluation process.

B. Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation.

A teacher who has been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year.

A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may request that in place of one of the required observations, the teacher instead may complete a project. The Superintendent/designee shall approve or deny the teacher's request in his/her sole discretion.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

Each teacher evaluated under this contract shall annually complete a "Self-Assessment," utilizing the Self Assessment Summary Tool set forth herein as "Teacher Evaluation Form."

An Observation report may be filed at the teachers discretion by the OTES Certified Teacher and placed with the evaluation report to be filed in the evaluatee's file.

The Observation Period is a time period during which the Administrative Evaluator and/or Peer Appraiser do a direct observation of the teacher implementing a lesson or other action that has been agreed upon. The following criteria shall be met:

- i. The observation period shall be tentatively scheduled at the Job Target-Setting Conference. Any changes shall be made not less than five work days in advance unless mutually agreed upon by members of the Evaluation Team.
- ii. The length of the observation shall correspond to a complete lesson or be modified by mutual agreement but will in no case be less than 30 minutes.
- iii. All formal classroom observations of the work performance of a teacher will be openly conducted and with full knowledge of the teacher.

The Post-observation Conference is a time for professional dialog to share and analyze the activities that occurred during the Observation Period and shall take place not more than ten work days after the Observation Period. All members of the evaluation team should be part of the post observation process.

15.07 Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student

who has sixty (60) or more unexcused absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1. Teachers instructing in value-added subjects exclusively¹;
- A2. Teachers instructing in value-added courses, but not exclusively²;

OR

B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available.

1. If a teacher's schedule is comprised only of courses or subjects for which the valueadded progress dimension is available, until June 30, 2014, the majority (i.e., greater than twenty-five (25%) of the student growth factor of the evaluation will be based upon the valueadded progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. fifty percent (50%) shall be based on the valueadded progress dimension.

2. For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.³

Where value-added methodologies exist for A1 and A2 teachers, they will utilize them in the evaluation process, to the extent set forth in the Appendix of the "District Student Growth Measurement Index." Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix of the "District Student Growth Measurement Index."

When neither teacher-level value-added data nor Ohio Department of Education-approved vendor assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix of the "District Student Growth Measurement Index." Student

Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

A SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. The process for creating and revising SLO's is set forth in the Appendix of the "District OTES Student Growth Measures Manual."

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- A. above;
- B. expected;
- C. below.
- 3. If used, only one (1) "shared attribution" measure can be utilized per instructor.

15.08 Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

Teacher Performance

		4	3	2	1
A	bove				
		Accomplished	Accomplished	Skilled	Developing
Student Growth Measure E	xpected				
		Skilled	Skilled	Developing	Developing

Below

Developing Developing Ineffective Ineffective

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

15.09 Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- A. Teachers whose performance rating indicates above expected levels of student growth develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."
- B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with the Professional Development Committee.
- C. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan.

15.10 Core Subject Teachers - Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this contract.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

A. failing to complete all required written examinations under this section;

- B. a failing score on a written examination(s) taken pursuant to this section;
- C. a rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- D. failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Timeline	Superintendent/Designee	Principal	Teacher
August/September	<u>ETPES-</u> District options, complete set-up screens. Set SGM percentages for district teachers. Complete OTES Alignment Tool. Send access to principals.	ETPES- Verify teacher roster Send access to teachers <u>SGM/ETPES-</u> Review individual teacher catagories (A,B,C) and modify if needed. <u>Begin Evaluation Process-</u> Growth Plan or Improvement Plan Observation Cycle 1 begins.	ETPES- Log into account SGM/ETPES- Teacher VA will be downloaded Vendor Assessments and LEA student growth measures manually entered. Begin Evaluation Process- (Optional and private) complete Self- Assessment. Select evaluator if above expected student growth Growth Plan or Improvement Plan Observation Cycle 1 begins.
October		Observation/Walkthroughs Cycle 1 Approve SLOs or Committee Approval of SLOs	Observation/Walkthroughs Cycle 1 Submit SLOs for approval
November/ December		Observation/Walkthroughs Cycle 1 Completion of Performance Rubric for Cycle 1	Observation/Walkthroughs Cycle 1 Upload artifacts as applicable

15.11 Educator Evaluation Timeline

January/April		Observation/Walkthroughs Cycle 2 Completion of Performance Rubric Cycle 2	Observation/Walkthroughs Cycle 2 Upload artifacts as applicable
May		Completion of Observation Rubrics by May 1. <u>ETPES-</u> Determine holistic rating for each teacher's performance and enter Enter and verify each teacher's local SGM Complete/document Final Summative Rating for each teacher Written report to teacher by May 10	Complete local SGM scoring and report to committee/principal
	Contract Renewal by June 1 ETPES- Report aggregated teacher rating to ODE		

ARTICLE XVI

GRIEVANCE PROCEDURE

16.01. Definitions

- a) Association" shall mean the Oberlin Ohio Education Association.
- b) "Immediate Supervisor" shall mean that employee having immediate supervisory responsibility over the grievant.
- c) "Grievance" shall mean a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of the Collective Bargaining Agreement between the Association and the Board, unless otherwise set forth in the Agreement.
- d) "Grievant" shall mean any person or group of persons in the bargaining unit or the Association. Where more than one (1) person is a grievant, each shall sign the grievance. When the Association is the grievant, a majority of the Association membership must vote to file the grievance and it shall be signed by the Association president and/or the grievance committee chairperson.
- e) "Days" shall mean Monday through Friday, excluding holidays, calamity days and the period of the District's spring and winter breaks, unless specified differently.

16.02. Rights of the Grievant and the Association

- a) A grievant may appear on his/her own behalf and at his/her sole discretion may be accompanied at any time at all steps of the grievance procedure by a representative of the Association or by any person of his/her choice; however, at Step II of the procedure, the grievant may be accompanied by a representative of the Association and by any person of his/her choosing. In the event the grievant intends to be accompanied by another person in addition to the Association representative, he/she shall notify the superintendent or his/her designee of this fact at least forty-eight hours in advance of the Step II meeting. In the event the Superintendent and his/her designee intends to be accompanied at the Step II meeting by a person other than a member of the administration of the Oberlin Schools, he/she shall notify the grievant of this fact at least twenty-four hours in advance of the Step II meeting.
- b) The purpose of these procedures is to secure equitable solutions to grievances at the lowest level by the administrator having authority to resolve the grievance. If the principal or immediate supervisor does not have authority to resolve a grievance, the formal procedure may be initiated at Step 2. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

16.03. Time Limits

- a) The number of days indicated at each step in the procedure shall be the maximum.
- b) If the grievant does not file a grievance in writing within twenty (20) days after occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- c) If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step, and further appeal shall be barred.
- d) Failure at any step of these procedures to communicate in writing the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- e) All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested, with the date of receipt recorded thereon. Where hand delivered, receipt shall be acknowledged with each party signing duplicate copies. Time shall be computed from the date of posting for the sender and from receipt for the receiver. The Association shall receive copies of all notices, and where not a direct participant in the proceedings may nevertheless be heard in support of or opposition to the grievances.
- f) Every effort will be made to process grievances to a satisfactory conclusion by the end of the school year. During the summer months, either party may extend the time limits by no more than ten (10) days. These time limits may be extended further by agreement of both parties.

g) Hearings under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not between the hours of 7:30 a.m. and 4:00 p.m. on teacher working days, unless mutually agreed to by the parties during non-classroom hours.

16.04. Grievance Procedure

- a) Informal Procedure: A grievance except as indicated in 16.02(b) above, shall first be discussed with the principal or immediate supervisor in an attempt to resolve the problem.
- b) Formal Procedure:
 - Step I: If the grievance is not resolved within five (5) days of the informal claim, it may be pursued further by submitting a completed Grievance Report Form, Step I (See Section 16.06), in duplicate. Copies of this form shall be submitted by the grievant to the immediate supervisor and to the chairperson of the Association Grievance Committee. Within three (3) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within three (3) days after such meetings by completing Step I of the Grievance Report Form and returning a copy to the Grievant, the Association and the Superintendent.
 - Step II: If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall within five (5) days complete Grievance Report Form, Step II (See Section 16.06) and submit same to the Superintendent or his/her designee, as long as he/she is not the principal or immediate supervisor involved in Step I. Within five (5) school days of receipt of the Grievance Form, the Superintendent or his/her designee shall meet with the grievant. Within three (3) days of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance by completing his/her portion of Step II, forwarding a copy to the grievant, the Association and the immediate supervisor.
 - Step III: If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his/her designee at Level II, the grievant may request a hearing before an arbitrator by completing Grievance Report Form, Step III (See Section 16.06). The grievant's request for arbitration shall be made within five (5) days following the receipt of the disposition of grievance in Step II. The grievant's request for arbitration shall be by certified mail with return receipt requested to the Treasurer. Within five (5) days following receipt of the grievant's request for arbitration by the Treasurer, the Board or its designated representative and the grievant shall mutually petition the American Arbitration Association to provide both parties with a list of nine (9) names from which an arbitrator will be selected and notified in accordance with the rules of the American Arbitration Association.

The arbitrator selected shall hold the necessary hearing promptly (if at all possible within ten days following the arbitrator's selection) and issue his/her decision within such time as may be agreed upon. His/her decision shall be in writing and shall set forth his/her findings of fact, his/her reasoning, and his/her conclusion on the issues submitted. He/she shall have no power to alter, add to, or subtract from this Agreement or to render a decision contrary to law. Decisions from the arbitrator shall be final and binding upon the parties. The cost of the arbitrator shall be shared equally by the grievant and the Board.

16.05. Release Time for Grievance Arbitration

Release time shall be given for grievance arbitration hearings for the OOEA President, grievance chairperson, grievant(s) and witnesses at no loss of pay or benefits. The Board shall provide for substitutes as needed and shall pay the cost of substitutes for the OOEA resident, grievance chairperson and one (1) grievant. The OOEA shall pay the cost of substitutes for any additional grievants and/or witnesses.

16.06. Grievance Procedure Forms

Grievance	Report	Form	- Step I
-----------	--------	------	----------

Griev	/ance No	
		Distribution of Form:
		 Grievant Immediate Supervisor Assoc. P.R. & R. Chm.
Build	ling	Assignment
Nam	e of Grievant	Date Filed
A.	Date Cause of Grievance Occurred	
	1. Statement of Grievance, including specific provision(s) allegedly violated
	2. Relief Sought	
	Signature of Grievant	Date
	Signature of Supervisor	Date
B.	Disposition by Supervisor: (to be completed and returne three days after meeting).	ed to grievant and Superintendent within
	Signature of Supervisor	Date

Signature of Grievant

Date

Grievance Report Form – Step II

Grievance No.

To be sent to Superintendent within five days of the receipt of disposition by Immediate Supervisor

Distribution of Form:

1. Grievant

2. Immediate Supervisor

3. Assoc. P.R. & R. Chm.

Build	ding	Assignment
Nam	ne of Grievant	Date Filed
A.	Date Cause of Grievance Occurred	
	1. Reasons why grievance is now at Step II	
	2. Restatement of grievance	
	3. Relief sought	
	Signature of Grievant	Date
	Signature of Supervisor	Date
В.		and returned to grievant and Superintendent within evant, Association Grievance Chair & Immediate
	Signature of Supervisor	Date
	Signature of Grievant	Date

Grievance Report Form – Step III

Grievance No. _____

Request for hearing before an arbitrator to be made within five days following the receipt of disposition of grievance in Step II

Distribution of Form:

1. Grievant

2. Immediate Supervisor

3. Assoc. P.R. & R. Chm.

Building		Assignment	
Nam	ne of Grievant	Date Filed	
A.	Date Submitted to Superintendent		
	1. Reasons why grievance is now at Step III		
	2. Restatement of grievance		
	3. Relief sought		
	Signature of Grievant	Date	
В.	Date Received by Treasurer		
	Signature of Treasurer	Date	

ARTICLE XVII

VACANCIES AND TRANSFERS

17.01. <u>General</u>

- a) All teachers are subject to assignment by the Superintendent pursuant to Ohio Revised Code § 3319.01. Recommendations from the building principal and preference of the individual teachers will be considered in making assignments.
- b) The Article XXIV process shall be employed in interviewing internal and external applicants for vacancies. All properly certified bargaining unit member applicants will be interviewed for the vacancy.

17.02. Voluntary Transfer

- a) Teachers desiring a change in their present teaching assignment should submit a written request to the Superintendent not later than March 31 of the school year preceding the year for which the transfer is set, with a copy to the current building principal.
- b) If applicants are equally qualified, preference shall be given to the internal applicant with longer continuous service with the District, unless the Superintendent determines that such a voluntary transfer would not be in the best educational interests of the District. In the event that a teacher who has been involuntarily transferred within the prior two years applies for such vacancy, that teacher, if equally qualified, will be given preference over a current teacher with longer continuous service and over applicants from outside the District unless the Superintendent determines that such a voluntary transfer would not be in the best educational interests of the District.
- c) The Superintendent, after complying with the above provisions, shall have the final authority with regard to the filling of vacancies.

17.03. Involuntary Transfer

- a) No employee shall be subject to an involuntary transfer or reassignment if there is a qualified volunteer available and willing to fill the position, unless the Superintendent determines that such a voluntary transfer would not be in the best educational interests of the District.
- b) Written notice of involuntary transfer or reassignment will be sent by certified mail to affected teachers as soon as practicable and under normal circumstances not later than the end of the current school year. Such notices will be sent on or after July 15 only when the vacancy occurs due to unforeseen circumstances and for cases in which the District has sought both voluntary transfer applicants and new-hire applicants.
- c) When involuntary transfers are to be made, factors to be considered include the teacher's area of certification, areas of competence, and recent teaching experience, major and minor fields of study, length of service in the building, grade or subject from

which the transfer or reassignment is contemplated, and other factors determined by the Superintendent to be relevant. Where such involuntary transfers are made, transfers will be made on the basis of the above factors as well as years of service with the District teaching in the affected area of certification. Where qualifications as measured by the Superintendent's assessment of the factors listed above are equal, those teachers with the fewest years of service in the District will be transferred first.

- d) A teacher subjected to an involuntary transfer shall be placed in another teaching position.
- e) Bargaining unit members will not be sent a notice of involuntary transfer or reassignment without first having an opportunity to meet with the Superintendent. The teacher may be accompanied by an OOEA representative. In typical circumstances, the meeting will be scheduled not less than five (5) days before the notice is sent.

17.04. Vacancies

- a) Notice of all certificated job openings within the District shall be emailed to OOEA membership within two (2) weekdays of the declared opening which shall remain open for ten weekdays. In the period between August 1 and the start of the school year, that 10-weekday period of remining open shall not apply.
- b) The Administration commits to promptly provide notice of tentative job vacancies which the Administration believes will be filled either in the year in which the tentative vacancy arises or for the subsequent school year. The Administration commits, as well, to work promptly to fill the vacancy. In the event a tentative vacancy arises between Board meetings, the Administration, if it would recommend filling of the position, will provide notice of a tentative vacancy, with the indication that same is posted "pending Board approval to fill the position."

ARTICLE XVIII

RETIREMENT AND SEVERANCE PAY/RETIREMENT INCENTIVE PROGRAM

18.01. Cash Payment for Sick Leave Credit

- a) Teachers may, at the time of voluntarily severing their employment with the Oberlin Schools (defined as a teacher resignation or the expiration of recall rights under Article XIX) with five (5) or more continuous years of active teaching service in Oberlin (exclusive of Board approved leaves of absence) elect to be paid for one-fourth (1/4) of the value of their accrued but unused sick leave, to a maximum payment of thirty-six (36) days.
- b) OCSD teachers with ten (10) or more years of public service who elect to retire from active teaching and are accepted for retirement status by the State Teacher's Retirement System may elect to be paid in cash for one-fourth (1/4) of the value of their accrued but unused sick leave, with a maximum payment of fifty (50) days and one (1) additional day of payment for each ten (10) days of accumulated sick leave in excess of 200 days.

- c) Severance pay in accordance with paragraphs (a) or (b) as applicable shall be paid to the estate of the teacher who is otherwise eligible for such payment but passes away prior to severing employment or retirement.
- d) Payment of retirement and severance pay under paragraphs (a), (b) or (c) above shall exhaust all accumulated sick leave of the teacher receiving such payment.

ARTICLE XIX

REDUCTION IN FORCE

19.01. Staff Reduction

If, on or after the effective date of this Agreement, the Board determines to affect a planned reduction in the number of certified teaching positions for any reason, or upon return to duty of a teacher from a leave of absence, such reduction shall be achieved in the manner set forth below. Reduction in force is defined as a reduction in the total number of positions in the bargaining unit which may be accomplished through attrition, termination, contract suspension or leave of absence.

19.02. <u>Attrition</u>

- a) When possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who die, resign, take a leave of absence or are terminated, or whose limited contracts are not renewed for reasons other than a planned reduction in force.
- b) Vacancies which result from attrition will be posted and filled in accordance with Article XVII procedures.

19.03. <u>Layoffs</u>

- a) Reduction under this procedure which cannot be achieved through attrition will be conducted through suspension first of teachers holding limited contracts and then of teachers holding continuing contracts. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee would otherwise receive under the contract.
- b) All forced reductions of teachers shall be accomplished in accordance with Ohio Revised Code Section 3319.17.
 - 1. In the event the bargaining unit is reduced through attrition, the Superintendent will advise the Association President of the reduction within fifteen (15) days of its occurrence.

- 2. Not less than twenty (20) days before the Board acts to implement a reduction in force under this procedure, the Superintendent shall notify the Association President of the reduction. At the request of the Association President and prior to Board action to implement a reduction, a meeting shall be held between representatives of the Association and representatives of the Board to discuss the reduction. Not less than five (5) days prior to Board action, the Superintendent shall advise the Association President of the identity of teachers to be laid off by contract suspension.
- 3. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have Comparable Evaluations. When considering teachers with Comparable Evaluations, the Board shall give preference based on seniority except where the Board clearly demonstrates reason to deviate from that procedure to achieve recognized educational goals.
- c) "Comparable Evaluations," when used in this Article, has the following meaning:
 - 1.. For the 2014-2015 school year, the definition of Comparable Evaluations will fall into two separate tiers. In the first tier, teachers whose most recent summative evaluation rating was accomplished, skilled and developing are considered to have Comparable Evaluations. In the second tier are teachers who receive a summative evaluation rating of ineffective.
 - 2. Beginning with the 2015-2016 school year, Comparable Evaluations shall be derived from the 2013-2014 and 2014-2015 summative ratings. A teacher will receive a point total of 4 for each accomplished rating, 3 for each skilled rating, 2 for developing and 1 for ineffective for the 2013-2014 and 2014-2015 summative reports. When available, a teacher's rating will average the two summative reports. When less than two summative reports are available, a teacher's rating is based on the report that is available. Teachers with no evaluations are considered to be in Category 1. All average scores above 2 are considered comparable.

Category 3: above 2 Category 2: 1.01-2 Category 1: 1

3. Beginning with the 2016-17 school year, comparable evaluations shall be derived from the 2013-2014, 2014-2015 and 2015-2016 ratings, with the same point system outlined above. When available, a teacher's rating will average the three most recent summative reports. When less than three summative reports are available, the average will be taken of all available reports. Teachers with no evaluations are considered to be in Category 1. The following categories of scores are comparable within each category:

Category 4: 3.01-4 Category 3: 2.01-3 Category 2: 1.01-2 Category 1: 1

- d) All certificated teaching personnel, except for those employed as casual day-to-day substitutes and long-term substitutes as defined in Article 7.01(d).
 - 1. Reductions under this procedure shall be made by suspending contracts of employment. Board action to implement a reduction in force shall occur prior to June 1 in the school year preceding the year in which the reduction is to take effect.
 - 2. Seniority will be applied as follows:

All certified/licensed teachers shall be placed on a reduction in force list within their certification/licensure area. When a reduction in force is implemented, the suspensions will follow the reduction list, with limited contract teachers suspended before continuing contract teachers within each area of certification/licensure. Within each category of limited and continuing contract teachers, suspensions follow evaluation status. When two teachers have Comparable Evaluations, seniority prevails.

- 3. Seniority as used in this provision shall be determined by the length of continuous service to the OCSD. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by:
 - i. The date of the Board meeting at which the teacher was hired; then
 - ii. The date the first job application form was received by the Board office within the two (2) year period preceding the effective date of the teacher's first teaching contract with the Board; then
 - iii. By lot
- 4. Length of continuous service will not be interrupted or affected by authorized leaves of absence provided that the time spent on unpaid leave shall be deducted when computing continuous service. Time spent on lay-off up to two (2) years shall not constitute a break in continuous service, but time spent on a lay-off shall be deducted when computing the employee's continuous service. Part-time teachers shall receive pro-rated service credit (<u>i.e.</u>, 1/2 time equals 1/2 year of service).

19.04. <u>Recall</u>

a) Teachers whose contracts are suspended in a reduction in force shall be so notified immediately in writing and placed upon a recall list that reflects the reverse order of the reduction in force lists identified in Section 19.03. No new teachers shall be employed by the Board while there are teachers on the recall list who are certified/licensed for any opening in a teaching position.

- c) The Board shall provide notice of recall by registered mail to the last address given by the certificated employee to the Board. It shall be the responsibility of the certificated employee to keep the Board advised in writing of his/her current mailing address.
- d) Limited contract teachers will remain on the recall list for a period of two (2) full school years following suspension of their contract due to a reduction in force. Continuing contract teachers are not removed from the recall list by operation of time. The rights herein granted to a teacher, whether on a limited or continuing contract shall be forfeited by the teacher should he or she (1) waive his or her recall rights in writing; (2) resign; (3) fail to accept recall by failing to respond to a notice of recall within five (5) days of receipt of such notice; or (4) fail to report to work in the position that he or she has accepted within five (5) school days after receipt of the notice of recall, unless such recalled teacher is prohibited from doing so because of physical illness or injuries. Rejection of a position shall not of itself constitute a waiver of these recall rights, provided that a teacher will forfeit rights to future recall if she/he declines recall to the position from which she/he was laid off, unless the teacher previously has entered into a contract with another school district. A teacher on the recall list who accepts a position as a long-term substitute or accepts recall for second semester only shall retain all recall rights.
- e) By November 1 of each school year, the Association President will be provided with complete reduction lists for each area of certification/licensure as provided above. reduction lists for each area of certification/licensure as provided above. The reduction list will show, in each area of certification/licensure first continuing contract teachers in order of evaluation status. Within each Comparable Evaluation category, the list will provide seniority status based on the following order of seniority:
 - 1. Date of first uninterrupted service with the District
 - 2. Number of years of continuing service with the District
 - 3. Date of board meeting at which teacher was hired
 - 4. Date the first job application form was received by the board office within the two (2) year period preceding the effective date of the teacher's first teaching contract with the District

Following the continuing contract teachers in each area of certification/licensure the limited contract teachers will be listed with the same criteria. The Association shall have thirty (30) days from the date of receipt of the list to challenge and/or question the seniority rankings reflected by the list. The Association and Superintendent or his/her designee will meet to discuss questions or problems. When "tie-breaker" data is unavailable, the teachers affected, the Association and Superintendent or designee will try to resolve the problem. If agreement cannot be reached, ties will be resolved by coin flip. Any agreement reached to break ties or resolution through coin flip shall be final and binding on the Board, administration, teacher(s) affected and the Association, and not subject to grievance or other legal challenge.

The Board will notify the Association of any changes in the reduction lists within a reasonable period of time.

- f) When a certificated teaching position becomes vacant or is newly created, such position shall be filled first from teachers eligible for recall.
- g) Teachers remaining on the recall list shall be given professional consideration over substitute and part-time teachers. However, employment as a substitute teacher shall not disqualify a teacher from retention on the recall list or recall to a certificated teaching position as one becomes available. Likewise, acceptance of recall to a part-time position by a teacher who, prior to the reduction in force, occupied a full-time position, shall not disqualify that teacher from eligibility for recall to a full-time position. The OCSD will not challenge the unemployment compensation eligibility of a teacher affected by RIF procedure.
- h) During the period of recall rights, a teacher may participate in the group insurance program, if the rules of the carrier permit, by paying all single or family premium costs on a monthly basis to the treasurer.
- i) Long-term substitutes (defined in Section 7.01(d), shall not be placed on the recall list for the succeeding year except if the teacher was already on the recall list and agreed to take this assignment voluntarily. (An exception to the above applies to any long-term substitute who is serving in that capacity during the 2013-2014 school year. Those long-term substitutes will continue to have any recall rights available under the parties Collective Bargaining Agreement applicable at that time.)

However, while having no recall rights, any long-term substitute who is nevertheless reemployed as a regular teacher in either of the two succeeding school years shall be given seniority back to the original hire date. Any long-term substitute reemployed as a regular teacher or as a long-term substitute shall be placed with appropriate salary schedule credit given for their previous work in the bargaining unit.

19.05. Recall Procedure Exclusions

- a) This article shall not apply to the issuance, termination or nonrenewal of supplemental duty contracts.
- b) Nothing in this article shall be deemed to apply to teachers nonrenewed for reasons other than a planned reduction in force.

ARTICLE XX

NONRENEWAL PROCEDURE

a) If a teacher's immediate supervisor intends to recommend to the Superintendent the nonrenewal of the teacher's limited contract, he shall have a conference with the teacher, on or before May 1, to explain to the teacher the dissatisfaction(s) with the teacher.

- b) If the Superintendent accepts the immediate supervisor's recommendation and so intends to recommend the nonrenewal of a teacher's limited contract, he shall have a meeting with the teacher at least one (1) week prior to the Board meeting at which the recommendation will be made. If the teacher requests, the Superintendent will provide the teacher with the reasons, in writing, for such recommendation.
- c) At least four (4) calendar days prior to the scheduled Board meeting to act on the Superintendent's recommendation, the teacher may request an opportunity to meet with the Board in executive session prior to such action. At this time, the teacher will make a presentation to the Board as to why his/her contract should be renewed.

The Board may act on the contract in public session immediately after the executive session or at its next meeting, whether regular or special.

- d) The teacher may be represented by the Association at any meeting with the Superintendent or Board under this section.
- e) Any grievance filed pertaining to this procedure can only be filed on procedural aspects. Decisions and reasons in support of a teacher's nonrenewal are not grievable.

ARTICLE XXI

PROFESSIONAL IMPROVEMENT

The contract of a teacher in the Oberlin Schools may not be terminated except for good and just cause which includes unsatisfactory teaching performance. All terminations shall be accomplished in accordance with the procedures established in Revised Code Sections 3319.16 and 3319.161. The referee shall apply the grounds above set forth. Nonrenewals of limited contracts shall continue to be governed by the provisions of R.C. Section 3319.11.

21.01. Unsatisfactory Teaching Performance Definition

"Unsatisfactory teaching performance" is a performance pattern evidencing the failure of a teacher to remedy a deficiency or deficiencies identified in the evaluation process set forth in Section 21.03 below where such deficiency or deficiencies demonstrate that the teacher is ineffective in the performance of assigned teaching duties, exclusive of supplemental contract duties.

21.02. Contract Termination Procedure for Continuing Contracts

- a) Before acting to terminate any teacher's continuing contract for unsatisfactory teaching performance, the Board shall comply with the process set forth in Section 21.03 below. The procedures set forth in Section 21.03 below will be followed only in instances where a termination for unsatisfactory teaching performance is contemplated.
- b) Before presenting a recommendation to the Board for termination of a teaching contract for unsatisfactory teaching performance, the Superintendent, upon the recommendation of the building principal, will provide the teacher with a written notice, which notice will include the following:

- 1. The specific deficiency or deficiencies identified in the process set forth in Section 21.03 below that have not been corrected and which demonstrate ineffectiveness of performance of teaching duties; and
- 2. The process prescribed and recommended pursuant to Section 21.03 to correct such deficiency or deficiencies.

21.03. Professional Improvement Process

When the administration has identified concerns with the continuing contract teacher's performance such that a termination for unsatisfactory teaching performance is contemplated, the teacher will be so advised in writing. A copy of this notice shall be provided to the Association President. The following procedure will be followed:

- a) Method of Appraisal and/or Evaluation:
 - 1. The program of professional staff appraisal and evaluation will be accomplished using the evaluation procedures set forth in Article XV.
 - 2. The program of professional staff appraisal and/or evaluation consists of observations of the teacher's performance of assigned teaching duties, exclusive of supplemental contract responsibilities. To be employed in a termination for unsatisfactory teaching performance, such appraisals and/or observations must be written and shared with the teacher.
- b) Frequency of Observations:
 - 1. Before the Board initiates a contract termination for unsatisfactory teaching performance, the teacher will have been observed in a classroom setting or equivalent setting a minimum of three times in three different months within the past twelve calendar months.
 - 2. No more than four formal observations during a semester will be conducted. However, the individual teacher and the evaluator mutually may agree upon additional observations.
- c) Report of Observations:
 - 1. Reports of the observation shall be in accordance with Article XV.
 - 2. A teacher, by signing copies of the written report, acknowledges only that the teacher has read and received a copy of the report.
 - 3. The teacher shall be given the opportunity to submit a written response to the report, which response will be placed in the teacher's personnel file. This response will be made within five (5) school days from receipt of the report and will be attached to the original report. An additional five (5) school days for submission of the response is available provided the teacher notifies the observer that the teacher intends to submit such a response.

- 4. The evaluation documents and any teacher responses, a full record of the recommendations for improvement made to the individual teacher, the assistance suggested and offered to the individual teacher, and any subsequent changes reported in the individual's performance will be maintained in the personnel file for each individual. The teacher will be permitted to place documents, responses, and other pertinent written material in the teacher's personnel file.
- d) Teacher Rights and Obligations to Demonstrate Improvement:
 - 1. After reading and discussing the written appraisal or evaluation with the appraiser or evaluator, the teacher will be given specific and detailed suggestions and recommendations regarding means to improve performance and offered specific assistance to obtain such improvement. It shall be the joint responsibility of the teacher and principal to develop a written plan to overcome any reported deficiencies. At the teacher's request, a colleague(s) of his/her choice may be offered the opportunity to participate in the development of this plan. The principal may request consultation assistance from another member(s) of the administration in the development or implementation of the written plan.
 - 2. Following development of the written plan, the principal is responsible for offering specific assistance in accordance with the plan to the teacher in the implementation of the plan. The teacher is responsible for implementation of the provisions of the written plan which are designed to improve her/his performance and is responsible for maintaining his/her teaching performance at acceptable levels.
 - 3. The teacher will be offered the assistance specified in the written plan and will be afforded a reasonable period of time, not less than three months, to correct the specified deficiencies. If an individual fails to correct the specified deficiencies, the individual shall be notified in writing of the failure.
 - 4. If, after the implementation of such written plans on two (2) separate occasions, the teacher has not achieved the desired goal of demonstrated improvement, then the principal may recommend to the Superintendent termination of contract for unsatisfactory teaching performance.
 - 5. Following such recommendation, the Superintendent shall convene a meeting involving the principal, other administrators involved in the evaluation process, the teacher, and a representative(s) of the teacher's choice, which may include other local teacher(s) and/or the Labor Relations Consultant. The Superintendent shall be advised in advance of the meeting of the teacher's intent to involve the Labor Relations Consultant, and if such consultant will be in attendance, the Board retains the right to involve a representative of its choice.

21.04. Appeals

Any grievance filed pertaining this Article can be filed only to contest alleged noncompliance with the procedural aspects set forth herein. Decisions and reasons in support of a teacher's evaluation or appraisal, deficiencies identified in the process, suggestions and recommendations for improvement, and conclusions with respect to teaching performance are not grievable but may be contested in the referee hearing and any subsequent appeals. It is expressly understood that the grievance procedure may not be employed to challenge a termination decision taken in accordance with the procedures set forth in Revised Code Sections 3319.16 and 3319.161. However, any termination decision there reached may be appealed to the courts as provided by law.

ARTICLE XXII

MENTOR TEACHER / RESIDENT EDUCATOR PROGRAM

22.01. Mentor Teacher Assignment

A mentor teacher will be assigned to provide professional support to each Resident Educator. An experienced teacher new to the District, a teacher in a new assignment due to an involuntary transfer, or a teacher recalled following layoff to a position in a licensure area to which she/he has not previously been assigned in the District will be assigned a mentor if they request one and mentors are available. The building representative will advise teachers in such situations that they may request assignment of a mentor through the end of the first semester of their first year in Oberlin. The building principal shall make the final assignment of the mentor to the mentee after consulting with the Lead Mentor and District Lead Mentor. Mentor teachers must meet the eligibility criteria established in Section 22.02 below. The three levels of mentors (for Resident Educators, an experienced teacher new to the District, or a teacher in a new assignment due to a transfer or recall following layoff) shall be compensated for such services as follows: .03 of BA-0 for Resident Educator and RESA Facilitator, .02 for new to District and .01 for others.

22.02. Mentor Eligibility Criteria

Bargaining unit members must meet the following criteria to be eligible for assignment as a mentor teacher:

- a) Have at least five (5) years teaching experience;
- b) Have taught in the OCSD at least three (3) years;
- c) Recognized in your building as a teacher leader by administration and may not be rated as either ineffective or developing or be on an improvement plan according to Ohio Teacher Evaluation System (OTES);
- d) To mentor a Resident Educator, have completed a state approved Resident Educator Mentor Training, and agree to use approved program as a professional development instrument, including observations, assessments, goal setting, instructional cycles, and participate in regularly scheduled collaborative meetings with Resident Educator Trainees;

- e) Attend orientation meeting(s) at the beginning of the school year and at least seven (7) scheduled monthly mentor meetings per year to discuss mentoring; and
- f) Keep a collaborative log/journal/time log of mentoring activities, including a brief description of activities and the amount of time devoted to same.

22.03. Mentoring Teacher Role in Evaluation Process

Mentor teachers shall not participate in the evaluation of the classroom teacher except when the mentor teacher is requested by the teacher to be a participant in the process (see current negotiated evaluation language).

22.04. Hiring and Compensation of Mentor Teachers

- a) Interested teachers shall apply using the district "Notice of Interest" form.
- b) Mentor teachers will be provided two (2) release days per year or the equivalent amount of release time to perform mentoring duties.
- c) The District shall provide release time for Resident Educator mentor training for all staff members interested in being in the pool of qualified mentors if such training is not available on non-instructional days. Bargaining unit members who attend training on non-teaching days, <u>e.g.</u>, vacation, weekends, holidays, shall receive a stipend of .004 of the base salary per day of training.

22.05 Evaluation of Mentoring Program

The mentoring process shall be annually evaluated by the District Lead Mentor following the most current Resident Educator Guidelines and Handbook provided by the ODE.

22.06. District Lead Mentor

- a) A District lead mentor shall be appointed by the Superintendent. The Lead Mentor shall report to the Director of Curriculum or other administrator appointed by the Superintendent. Eligibility criteria for selection as Lead Mentor shall be the same as the mentor teacher provided the Lead Mentor shall be required to have at least five (5) years of teaching experience in the Oberlin Schools and to have completed all other training required of mentors prior to consideration as lead mentor. Lead mentors shall assist in facilitating and overseeing the duties of the mentors and RE's as set out by the ODE Resident Educator Guidelines. The Superintendent may appoint additional Lead Mentors as needed. The District Lead Mentor may be provided release time with the agreement of the Superintendent.
- b) A Lead Mentor will be compensated in accordance with the supplemental salary schedule. (Article 7.07) A District Lead Mentor may be provided with release time with the agreement of the Superintendent.
- c) The Superintendent shall appoint a Resident Educator Summative Assessment (RESA) Facilitator(s). Eligibility criteria for selection of a RESA Facilitator shall be based on

ODE Resident Educator Guidelines. A RESA Facilitator(s) shall advise and provide support to those Resident Educators during their summative assessment year (year 3 or year 4). A RESA Facilitator may be assigned multiple RESA participants.

d) The RESA Facilitator will be compensated at .01 of BA-0 for RESA Facilitator per teacher served.

22.07. Resident Educator Teachers

Resident Educator Teachers shall be required to participate in the Mentor Teacher Program and agree to complete all expectations for Resident Educators as outlined by ODE Resident Educator Guidelines and Handbook, including attendance at all mentoring meetings, and maintenance of a collaboration log and the completion of a Resident Educator binder (forms and evidence) for each year of participation.

22.08. Resolution of Mentor/Mentee Conflict

Mentor teachers shall serve under one-year supplemental contracts. If the Building Principal, mentor, or mentee believe that the mentor-mentee relationship is not appropriate and the concern is not resolved satisfactorily, that concern will be subject to a resolution agreed upon by the Building Principal, District Lead Mentor, and Central Office Program Coordinator. If the concern cannot be resolved through this process, it will be submitted to the Superintendent, who shall have the authority to end the mentor appointment. In that event, the mentor shall be compensated for the portion of the school year she/he has served.

ARTICLE XXIII

EVALUATION OF COACHES/ADVISORS

23.01. Introduction

- a) The ultimate goal of this evaluation procedure is the improvement of the extra-curricular program of the schools. The basic elements of evaluation of coaches/advisors is (1) provision of a systematic program on which administrators and bargaining unit members can rely for the improvement of performance, and (2) provision of opportunity for fair and objective analysis of strengths and weaknesses in performance. This procedure is applicable only to those holding teaching contracts in Oberlin.
- b) The basic responsibility of coaches/advisors is their own professional improvement. The basic responsibility of administrators is to provide an atmosphere for this growth and development and to make the final decision regarding individual performance in terms of recommending employment.

23.02. Who Will Be Evaluated

All coaches/advisors will be evaluated annually in accordance with the procedures herein.

23.03. Appraisal Team

- a) The principal or assistant principal, athletic director, coach/advisor to be evaluated (appraised), and any peer appraiser requested by the appraised shall be part of the appraisal team.
- b) Head coaches may have input into the evaluation of assistant coaches and may be included as part of the appraisal team with the mutual agreement of the appraised and the administrator assigned to evaluate. However, no head coach shall evaluate another member of the bargaining unit nor make recommendations for renewal/nonrenewal of an extra-curricular contract.
- c) At any time, the coach/advisor may request a fellow bargaining unit member be included as a peer appraiser to monitor to the evaluation procedure, clarify job targets, or help resolve any conflicts between members of the Appraisal Team. The peer appraiser requested by the appraised shall be given the opportunity to be a part of the observations and pre- and post-conferences. Observation reports shall be submitted to the peer appraiser and placed with copies of completed Observation Reports and Appraisal Worksheets to be filed with the Appraised's file.

23.04. Steps in Appraisal

- a) During the first four weeks of the season/contractual period, the coach/advisor will be notified of the intent of the administration to proceed with an evaluation and be given an explanation of the district evaluating procedure.
- b) One observation of the coach/advisor of at least fifteen (15) minutes will be conducted by the administration during the season/contractual period.
- c) After the evaluation report is received by the teacher, the evaluating administrator will conduct a conference with a teacher at her/his request. The teacher is entitled to submit a written rebuttal to the evaluation report which, if submitted, shall be attached to the evaluation report.

23.05. <u>Forms</u>

- a) Only those forms in the appendix shall be considered part of the evaluation process set forth in this article.
- b) Each coach/advisor shall receive copies of the completed evaluation form.

23.06. Conclusion

- a) Nothing included herein shall prohibit administrators from observing the overall performance of coaches/advisors and from making written and oral comments on such observations of overall performance.
- b) Any grievance filed pertaining to this evaluation procedure can only be filed on procedural aspects. Decisions and reasons in support of an evaluation are not grievable.

c) Nothing in this evaluation shall be used as part of a teacher evaluation under Article XV of the Collective Bargaining Agreement nor be used as grounds for non-renewal of a teacher's limited contract under Article XX nor used as grounds for termination under Article XXI, provided that termination proceedings may be initiated for any conduct under a supplemental contract which would constitute grounds for termination under Section 3319.16.

ARTICLE XXIV

TEACHER INVOLVEMENT IN FILLING VACANCIES

24.01. Commitment

The Board and Association are committed to providing teachers with an opportunity to be involved in the process leading to recommendations for filling vacancies of professional personnel, including teachers, building administrators, and district level supervisors.

24.02 Teacher Participation

Teachers involved in this process shall participate in recruiting (keeping in mind District's strategic planning goal of employing a staff which directly reflects the community's diversity through our goal of recruiting highly qualified applicants from under-represented groups), gathering input from staff, participating in interviews, and making recommendations to the Superintendent.

24.03. Under Represented Groups

Those making recommendations to fill vacancies for certified professional staff do so with a recognition of the District's strategic planning goal of employing a staff which directly reflects the community's diversity

24.04. Process for Interviewing and Recommending Candidates

When a vacancy arises in a licensed professional position, the principal shall seek input from building staff members regarding the personal and professional characteristics the staff member would favor in the successful candidate and the job skills she/he should bring.

The principal shall select an interview committee which reflects the various constituencies of the building(s) and shall advise the OOEA building representative of the members of the interview team. The building representative may elect to add another member or two to the committee.

After interviews are conducted, each committee member shall share her/his views on the candidate(s) with the principal. The principal shall take the views and recommendations of committee members into consideration before the principal recommends final candidate(s) to the Superintendent for consideration.

24.05. Job Exchanges

If two teachers desire to exchange positions, the teachers shall present their request for the exchange to the affected building principal(s) for consideration.

24.06. Hiring Building Administrators

The OOEA building representative will select teachers to be involved in the hiring process in a building in which an administrative position is being filled.

24.07. Hiring District-Level Administrators

The OOEA President will be responsible for selecting teachers to be involved in the hiring recommendation process for district-level administrative positions.

ARTICLE XXV

OBERLIN PROFESSIONAL DEVELOPMENT COMMITTEE

25.01. Name, Scope

Oberlin Schools Professional Development Committee (OPDC) has been established as required by Senate Bill 230. This committee shall be district-wide in scope and shall be the only committee of its type authorized to operate within the District.

25.02. Aims and Purposes

The purpose of the OPDC is to review coursework and other professional development activities completed by educators within the district for renewal and upgrade of certificates or licenses.

In the discharge of duties, the committee will:

- a) Foster the norm of continuous improvement
- b) Promote alignment of professional growth with individual, student, building and District needs and goals
- c) Promote best practice
- d) Emphasize increased student learning and achievement as a professional development activity
- e) Guide the development of Individual Professional Development Plans;
- f) Support the inquiry into and study of teaching and learning; and
- g) Validate application/use of learning gained through professional development rather than merely attendance, time spent and completion of required work.

25.03. Membership

Selection of Members, Qualification, Training

- a) The OPDC shall consist of seven (7) members:
 - 1. Four teachers representatives appointed by the President of OOEA with approval of OOEA Executive Committee with the goal of providing a range of expertise/experience to the committee; appointees must have attained five years teaching in Oberlin Schools.
 - 2. The other three members will be appointed by the Superintendent; appointees must be employees of the District. The appointees will include at least one building administrator. The Superintendent will appoint an alternate to participate as a member of the OPDC when an administrative member of the OPDC is up for review.
- b) A system of ongoing training shall be established for new and continuing OPDC members. The training shall include evaluation training so that the committee can selfmonitor its operation.
- c) Terms of Office/Compensation Committee members will be appointed annually by May 15 for the following school year. The annual term is June 1 to May 31. It is hoped that members will agree to serve for a minimum of two years and that no more than half of the members shall be new to the committee at any one time. Committee members may be reappointed an unlimited number of times.
- d) The organizational meeting of the OPDC shall occur during the first week in June each year.
- e) All OPDC bargaining unit members will receive a stipend as listed in Article 7.07(i).
- f) Vacancies/Replacements committee members who discover that they are unable to fulfill their roles as an active committee member may withdraw simply by notifying the chair(s) in writing. No reasons need be given.
 - 1. The President of OOEA with approval of OOEA Executive Committee shall designate replacements for vacancies of teacher representatives with the goal of providing a range of expertise/experience to the committee; replacement appointees must have five years teaching in the Oberlin Schools.
 - 2. The Superintendent shall designate replacements for vacancies of the other three members; appointees must be employees of the district with a minimum tenure of two years in the district. The committee will at all times include at least one building administrator.

25.04. Meetings

OPDC members shall determine the frequency, time, and place of meetings. Notice of meetings will be posted at the Board Office at least 48 hours in advance. Meetings are open to the public in accordance with Sunshine Laws.

A quorum of four members is required to conduct committee business. An official vote requires at least four members in agreement on any action.

25.05. IPDP Submission, Decision-making, and Appeals Processes

- a) IPDP Submission all bargaining unit members shall have an IPDP on file. All IPDPs will be submitted prior to any professional development/ course work counting toward renewal of teaching license. Entry year teachers with a four-year resident educator license are exempted from this requirement. A data base will be used to monitor the progress of all submitted IPDPs from submission to approval to implementation to completion. Any decision to approve or reject a submitted IPDP for certification/license renewal purposes must receive a majority vote of the full committee.
- b) Decision-Making educators up for license renewal will be provided a copy of the approval guidelines/criteria prior to development and submission of their IPDP for review.

If the IPDP is rejected, the individual shall be given a copy of the same guidelines/criteria sheet with reasons for rejection clearly marked. Educators whose plans have been rejected may submit a revised plan and/or may contact the OPDC chair.

- c) Appeals Process any certificated staff member wishing to appeal the OPDC rejection of his/her IPDP must submit a request to do so in writing to the OPDC chair.
 - 1. 1st level: Any certificated staff member may request and shall be granted time to present his/her case in person at the next scheduled OPDC meeting, but in no case later than ten (10) working days after the request. The staff member will receive a written response within three working days of the 1st level meeting.
 - 2. 2nd level: If an IPDP proposal is rejected at the 1st level, the certificated staff member may request and shall be granted the opportunity to present his/her case in person to a three member panel: one person selected by the OOEA President; one selected by the Superintendent; and one selected by the OPDC. The panel will meet within ten (10) working days from receipt of the request. The decision of this panel will be returned within five (5) days of the 2nd level meeting and is final.

25.06. Reciprocity

The OPDC will accept IPDPs approved by other Ohio districts for any educator hired by the Oberlin City Schools as fulfilling all necessary requirements of the Oberlin City Schools' renewal process. Newly hired educators with approved IPDPs shall submit documentation to the OPDC within twenty (20) working days after Board action on employment. Such documentation will be reviewed by the OPDC at the next scheduled OPDC meeting after submission. Hours already accumulated in the district(s) of previous employment shall be honored. Exceptional cases are subject to committee review.

25.07. Amending the By-Laws

The OPDC shall review the by-laws annually in April and vote on amendments by May 31. Amendments shall be voted on via a roll call vote. A majority of committee members must approve each change. Oberlin City Schools Board and the OOEA Executive Committee will receive copies of ratified amendments for final approval.

ARTICLE XXVI

GENERAL PROVISIONS

26.01. Equal Opportunity

The Board shall be an equal opportunity employer. The Board and the Association shall not discriminate or participate in any discrimination against any applicant or employee in terms of wages, hours, assignments, reassignments, layoff or suspension or other terms or conditions of employment on the basis of race, religion, color, national origin or sex.

26.02. Conflict With Law

- a) If any provision of this Agreement is found by a Court to conflict with state or federal law, rule or regulation, now or hereafter enacted or issued, such provision, application or agreement shall be invalid to the extent so determined, but the remaining provisions hereof shall remain in effect.
- b) Within thirty (30) days following such determination, the parties shall meet to negotiate a replacement provision.

26.03. Entire Agreement Clause

This agreement supersedes all previous agreements between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereof.

26.04. Management Rights

Except as expressly limited herein, the Board retains all management rights set forth in Section 4117.08, O.R.C.

ARTICLE XXVII

DURATION

27.01. Duration

This agreement shall become effective July 1, 2017, and shall continue in effect until and including July 30, 2020.

ARTICLE XXVII

DURATION

27.01. Duration

This agreement shall become effective July 1, 2017, and shall continue in effect until and including July 30, 2020.

OBERLIN OHIO EDUCATION ASSOCIATION 6 17 **Date of Ratification** By **Robin Diedrick, President** By ice-President **OBERLIN BOARD** a Date of Adoption _ By 06-13-17 Anne Schaum, President By Angela Dotson, Treasurer By David Hall, Superintendent

APPENDIX A

HEAD COACH EVALUATION

Employee: _____ Position: _____

Sport: _____ Year: _____

School:_____

Evaluator:			
PLEASE CHECK 1, 2 OR 3	(1) Effective	(2) Needs Improvement	(3) Unsatisfactory
1. Builds rapport with players, Booster Club, parents, coaches, support staff And the media.			
 Commands respect by example in appearance, behavior and language at practice and games. 			
 Upholds athletic department policies, rules and regulations in compliance With OHSAA. 			
4. Is receptive to constructive criticism and implements changes which benefit the program.			
5. Demonstrates a thorough knowledge of his/her sport.			
6. Supervises athletes in locker rooms, at practice, games and meetings, and on buses.			
 Promotes and demonstrates the concepts and values of good sportsmanship and teamwork. 			
8. Uses new coaching techniques when appropriate and keeps abreast of new trends in his/her sport.			
 9. Complies with regulations and deadlines involving: a) Equipment inventory b) Eligibility lists c) Team rosters d) Physical/Emergency Medical Cards e) Issuance, storage and collection of uniforms and equipment 			
 Accounts for all monies received and purchases materials in accordance with the procedures of the Treasurer. 			
11. Encourages diversity in student participation.			
12. Attends to the health, safety and welfare of all students.			
Comments:			
			over

Oberlin, Ohio

PAGE 2

Please	check	one:
--------	-------	------

Effective: Recommended for continued assignment.

____Needs Improvement: Recommended for reassignment provided improvement is reached in areas designated.

_____Unsatisfactory: Not recommended for continued assignment.

Evaluator Signature:	Date:
	Deter
Employee Signature:	Date:

(Your signature does not indicate that you agree with the evaluation. Signature indicates only that you have seen this evaluation).

COACHES EVALUATION

Employee: Position:				
Sport: Year:				
School:				
Evaluator:				
PLEASE CHECK 1, 2 OR 3		(1) Effective	(2) Needs Improvement	(3) Unsatisfactory
1. Demonstrates adequate working knowledge of the	sport.			
2. Gives clear and understandable instructions to athl	letes.			
 3. Shows willingness to cooperate with head coach at Athletic Department staff. 4. Attends practice, games and meetings called by th coach. 				
5. Follows through on assignments, including paperw timely fashion.	ork in a			
6. Conducts practices/contests in a safe and respons	ible manner.			
 Demonstrates ability to generate confidence from s parents, and coaches. 				
 Displays good sportsmanship in practice and conterpromotes teamwork. 	ests and			
9. Gives positive encouragement to athletes.				
10. Treats all athletes in a fair and impartial manner.				
11. Encourages diversity in student participation.				
12. Attends to the health, safety and welfare of all stu	idents.			
Comments:			ı – I	

PAGE 2 - SAME AS HEAD COACHES EVALUATION

EXTRACURRICULAR ADVISOR EVALUATION

Employee:	Position:			
Activity:	Year:			
School:				
Evaluator:				
PLEASE CHECK 1, 2 OR 3		(1) Effective	(2) Needs Improvement	(3) Unsatisfactory
1. Directs and organizes the fundamentals of the act	ivity.			
2. Attends and supervises all meetings and events.				
 Builds rapport with students, parents, staff and con (where applicable). 	mmunity			
4. Displays interest in and knowledge of the activity.				
5. Follows school rules and regulations as they relate club/activity.	e to the			
 Commands respect by example through appearan and leadership. 	nce, behavior			
7. Encourages diversity in student participation.				
 Follows Board guidelines for activity accounting an reports in a timely fashion. 	nd submits			
9. Attends to the health, safety and welfare of all stud	dents.			
Comments:		J		
				over

PAGE 2 - SAME AS HEAD COACHES EVALUATION

Appendix B

MEDICAL INFORMATION

EFFECTIVE AUGUST 1, 2017, EXCEPT WHERE EXPRESSLY NOTED.

Network	Hospital Only
Dependent Age	The end of the month of the 26th birthday
Deductible	\$150/\$300 individual (in-network/out-of-network)/\$300/\$600 family (in-network/out-
	of-network)
Coinsurance Limits	In-Network – 90% coinsurance until \$650 individual /\$1,300 family
	Non-Network – 70% coinsurance until \$1,150 individual /\$2,300 family
Annual Out-of-Pocket Maximum	In-Network - \$800 individual/ \$1,600 family
(including Deductible)	Non-Network - \$1,300 individual / \$2,600 family
Benefit Period	Calendar Year
Pre-existing Period	No waiting period
Calendar Year Maximum	\$2,000,000
Lifetime Maximum	\$2,000,000
Physician Office Services	
- Office Visits	\$15.00 copayment
- Allergy – Testing & Treatment	\$15.00 copayment
(serum and injections)	
Preventative Care	
- One of each of the following	For each Covered Person, first \$300 covered at 100%, then subject to deductible and
tests: EKG, Chest X-Ray,	coinsurance
Urinalysis, SMA-12, Complete	
Blood Count, Mammogram	
(maximum payment \$85), Pap	
Smear, Papnet Exam	
- Routine Physical Exams	For each Counted Damage authiest to share Wellages have fit
- Routine Colonoscopy/	For each Covered Person, subject to above Wellness benefit
Sigmoidoscopy Well Child Care	For each Covered Person, subject to above Wellness benefit
	First \$500 several at 100% then subject to deductible and ecineuronee
- Birth to Age 1	First \$500 covered at 100%, then subject to deductible and coinsurance First \$500 covered at 100%, then subject to deductible and coinsurance
- Age 1 up to Age 9	This \$500 covered at 100%, then subject to deductible and consulance
Therapy Services	
- Radiation Therapy,	In-Network: 10% coinsurance, after deductible
Chemotherapy, Dialysis	Non-Network: 30% coinsurance, after deductible
Treatment, Treatment by	(Treatment by Physical Means as an outpatient is limited to 10
Physical Means (Physical	treatments per calendar year.)
Therapy, Occupational	acuations per emerican yearly
Therapy and Chiropractic	
Services)	
Inpatient Services – Including	Facility: In-Network 10% coinsurance after deductible
Ancillaries	Non-Network 30% coinsurance after deductible
Semi-private room Paid in Full	Physician: 10% coinsurance after deductible for in-network, 30% coinsurance after
(730 day lifetime maximum)	deductible for out-of-network
Outpatient Facility Services	In-Network: 10% coinsurance after deductible
	Non-Network: 30% coinsurance after deductible
Outpatient Professional and Ancillary	
Charges	
- Outpatient physician services	10% coinsurance after deductible for in-network
	30% coinsurance after deductible for out-of-network
Home Care Services	In-Network: 10% coinsurance after deductible
	Non-Network: 30% coinsurance after deductible
Hospice Services	In-Network: 10% coinsurance after deductible
	Non-Network: 30% coinsurance after deductible

Emergency Care/Urgent Care	
- Hospital Emergency Room	In-Network & Non-Network: \$50 copay (waived if admitted), then 10% coinsurance
(Emergency Visit)	after deductible.
	If due to an accident, first \$300 paid in full, then \$50 copay (waived if admitted), then
	10% coinsurance after deductible.
 Hospital Emergency Room 	In-Network: \$50 copay then 10% coinsurance after deductible.
(Non-Emergency Visit)	Non-Network: \$50 copay then 30% coinsurance after deductible.
	In-Network: \$10 copay
- Urgent Care Facility	Non-Network: 30% coinsurance after deductible
Ambulance Services	
- Inside Service Area	10% coinsurance after deductible for in-network
- Outside Service Area	30% coinsurance after deductible for out-of-network
Maternity Services	In-Network: 10% coinsurance after deductible
- Semi-private Paid in Full	Non-Network: 30% coinsurance after deductible
(730 day lifetime maximum)	
Mental Health	
(Limits & Maximums Apply)	
- Inpatient Care	In-Network: 10% coinsurance after deductible
	Non-Network: 30% coinsurance after deductible
	(Includes inpatient Substance Abuse – 60 day maximum combined)
	60 visit maximum – combined with Substance Abuse
- Outpatient Care	In-Network: 10% coinsurance after deductible
	Non-Network: 30% coinsurance after deductible
Substance Abuse – Outpatient	60 visit maximum – combined with Mental Health
(Limits & Maximums Apply)	In-Network: 10% coinsurance after deductible
	Non-Network: 30% coinsurance after deductible
Medical Supplies, Equipment &	In-Network: 10% coinsurance after deductible
Appliances	Non-Network: 30% coinsurance after deductible

Retail Prescriptions (30 day supply)

\$10 co-pay for generic\$25 for preferred name brand\$40 for non- preferred name brand

Mail Order Prescriptions (90 day supply)

- \$10 co-pay for generic
- \$25 co-pay for preferred name brand
- \$40 co-pay for non-preferred name brand

Effective September 1, 2017, all prescriptions are governed by the terms and conditions of Express Scripts' step therapy program.

The Board-provided insurance coverage shall not include hearing coverage.

Appendix C

OBERLIN CITY SCHOOLS

SUMMATIVE EVALUATION REPORT

This form is to be prepared by the administrative evaluator and given to all members of the Evaluation Team. This form includes a review of the progress made on the evaluatee's job targets and a commentary on overall performance related to the "Components of Professional Practice". It is to be completed by the last teacher contract day of the current school year.

STAFF MEMBER:	SCHOOL YEAR:		
TEACHING ASSIGNMENT:	BUILDING:		
CURRENT CONTRACT STATUS:			

1. Progress Made on Job Targets (15.04)/Professional Development Goals (15.05):

2. Summary of Overall Performance Related to the "Components of Professional Practice":

3. Principal's Recommendations (initial appropriate recommendation):

____Renewal of limited contract

____Granting of a continuing contract (if eligible) _____

Granting of a one-time extended limited contract

(Article XXI will be in effect for the following year)

___Recommendation for non-renewal _____

4. Status of next year's evaluation procedure:

For traveling teacher, the administrative evaluator will be:

Annual Self-Reflection (Form E Optional) Date Completed			
Please Check One:	(Attached)	(Submitted but not attached)	
Conference Participants:		Date:	
Evaluatee			Administrative Evaluator [15.03(a)]
Peer Appraiser [15.03(b)]			Administrative Co-Evaluator [15.03(c)]

Signature indicates completion of appraisal, not necessarily agreement