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AGREEMENT BETWEEN THE
OLMSTED FALLS EDUCATION ASSOCIATION
AND THE
OLMSTED FALLS BOARD OF EDUCATION
CUYAHOGA COUNTY

EFFECTIVE

July 1, 2024 THROUGH JUNE 30, 2027

OLMSTED FALLS EDUCATION ASSOCIATION
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PREAMBLE

This Agreement is entered into between the Olmsted Falls Board of Education, hereinafter referred to as the "Board," and the Olmsted Falls Education Association, an affiliate of the Northeast Ohio Education Association, the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association."

Article 1- RECOGNITION

1.1 The Board recognizes the Olmsted Falls Education Association ("Association") as the sole and exclusive representative of the bargaining unit defined below and agrees to negotiate exclusively with the Association through those who are officially designated by the Association as its negotiating team with respect to all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of the collective bargaining agreement.

1.2 The bargaining unit is defined as all professional certificated/licensed teaching employees of the Board,certificated/licensed employees on authorized leaves of absence and all tutors as defined in Section C of this Article and Article 26 employed by the Board, but excluding psychologists, persons employed only on supplemental contracts, teacher aides, central office personnel, Athletic Director and those employees excluded under Chapter 4117 of the Ohio Revised Code. Except as otherwise provided under Article 26, members of the bargaining unit shall be referred to in this Agreement as teachers.

1.3 For the purpose of this Agreement, persons employed as certificated/licensed tutors are part of the bargaining unit. All articles of this Agreement, except Article 26, shall apply to all other members of the bargaining unit.

1.4 A teacher hired as a Long-Term Substitute shall become a member of the bargaining unit after sixty (60) days of employment in the same assignment. An approved leave does not interrupt consecutive days of employment.

a. The provisions of Articles 9, 10, 11, 18, 20, 24, 26, and 30 shall not apply to Long-Term Substitutes.

b. Neither the provisions of ORC 3319.111 nor the provisions of ORC 3319.11 shall apply to Long-Term Substitutes.

c. A Long-Term Substitute teacher's employment shall expire at the end of the Long-Term Substitute assignment without action by the Board or further notice to the Long-Term Substitute.

d. A Long-Term Substitute teacher will be paid at BA-0 upon the 61st day of employment.

1.5 The Association recognizes the Board as the duly-elected representative of the people and agrees to negotiate exclusively with the Board through those that are officially designated by the Board to act in its behalf.

Article 2- NEGOTIATION PROCEDURE

2.1 **Negotiations**

The Board and Association hereby agree to establish, under mutually agreeable terms, a schedule of meetings wherein representatives of the parties will negotiate in good faith in an effort to reach agreement on a successor collective bargaining agreement. Upon written request of either party to begin negotiations, the other party will have five (5) workdays to reply to the request in writing. Within five (5) workdays of receipt of the reply, the parties will establish a mutually agreeable time and date to begin negotiations. Such written request to begin negotiations shall be made no earlier than ninety (90) nor later than seventy-five (75) days prior to the expiration of this Agreement unless the parties mutually agree otherwise.

a. **Traditional Negotiations**

i. **Negotiating Teams**

The Board and the Association negotiating teams shall be composed of no more than five (5) members each. In addition, either or both teams may each have in attendance up to two (2) consultants. The party who desires to have a consultant or consultants in attendance shall advise the spokesperson for the other team of such intent, including the identity of the consultant(s), at least twenty-four hours in advance of the meeting.

ii. **Submission of Issues**

At the first scheduled negotiations meeting, the parties shall exchange complete and detailed written proposals on all items they wish to negotiate.

iii. **Procedures**

a. Negotiations meetings shall be in executive session.

b. All formal proposals and counter proposals shall be in writing, dated and labeled.

c. During the course of negotiations, items agreed to shall be reduced to writing and initiated by the designated representative of each negotiation team and set aside, and considered tentative, subject to final agreement.

d. Negotiation meetings shall not extend beyond two (2) hours in duration unless extended by mutual agreement.

e. Upon request of either negotiating team, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy. Caucuses shall not be longer than thirty (30) minutes unless extended by mutual agreement.

f. Upon request in writing from the spokesperson of the Association negotiating team, the Treasurer and/or Superintendent shall make available all pertinent public records, the release of which is not prohibited by state or federal law, and the salary grid of all bargaining unit members in the bargaining unit. With the exception of the salary grid, access to records in such form as they exist constitutes compliance with this provision, and the Superintendent and/or Treasurer are not required to generate new data or compile existing data in new forms. The Association, upon request in writing by the spokesperson of the Board negotiating team, shall make available documentation which is relevant to any proposal which the Association advances in negotiations.

g. Until all negotiations are completed, each meeting should include a decision on an agreed time and place for the next meeting.

h. Progress reports may be made to the represented bodies by either negotiating team at the discretion of the team.

i. Until impasse is declared by either party, neither party shall issue any news release to the news media. Once an impasse is declared, either party may issue news releases to the media. The fact that such releases are issued and the content thereof shall not form the basis

of an unfair labor practice charge by the other party.

j. Negotiations shall be in "good faith." "Good faith" involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. "Good faith" requires that the two negotiating teams be willing to react to each other's proposals. If a proposal is unacceptable to one of the negotiating teams, that negotiating team is obligated to give reasons and offer counter proposals. "Good faith" requires both negotiating teams to recognize negotiations as a shared process. Neither negotiating team is sent to the bargaining table with a "take it or leave it" ultimatum. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

b. **Alternative Style**

On or before ninety (90) days of the year of the contract expiration, representatives of the Board of Education and the OFEA shall determine whether an alternate style of bargaining will be employed. If an alternate style is selected, the parties shall determine the need for training and establish the ground rules for such alternate bargaining style.

2.2 **Agreement**

When an agreement is reached on all items, the Agreement shall be reduced to writing and reviewed by the designated representative of each team to determine the accuracy of the transcripts.

Upon reaching final agreement on all issues, the tentative agreement shall be submitted to the Association for approval and the Association negotiations team shall recommend and urge approval. Upon ratification by the Association, the tentative agreement shall be submitted to the Board of Education for approval, and the Board negotiations team shall urge and recommend approval.

Upon ratification by both parties, the completed document will be signed by members of both bargaining teams, the President and Secretary of the Association, and the President and Treasurer of the Board. The entire agreement will then be printed by the Board and distributed to every bargaining unit member. The Association will receive a minimum of twenty-five (25) copies of the printed agreement.

2.3 **Mediation**

a. At any time, not earlier than forty-five (45) calendar days prior to the expiration date of this Agreement, either party may declare an impasse on all issues on which a tentative agreement has not been reached by the parties.

b. Upon declaring impasse, either party may submit a request to the Federal Mediation and Conciliation Service to appoint a mediator. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The mediation period shall not exceed thirty (30) calendar days from the date of declaration of impasse unless extended by agreement of both parties.

c. The parties agree that the mediation procedure contained in this provision is the sole and exclusive dispute settlement procedure desired by the parties and no other dispute settlement procedure as set forth in Ohio Revised Code Chapter 4117 shall apply.

Article 3 - CONTRARY TO LAW

Any provision(s) of the Agreement found contrary to applicable state or federal law shall be void, but the remainder of the Agreement shall continue in full force and effect. Furthermore, all items in this Agreement which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10(A) shall not be affected by this section.

Article 4 - RIGHTS AND RESPONSIBILITIES

No reprisal of any kind shall be taken by or against any participant in negotiations by reason of such participation. The parties agree to use the methods herein provided for the resolution of issues and not to interrupt or interfere with the normal operation of the schools for the duration of this Agreement.

Article 5 - GRIEVANCE PROCEDURE

The objective of this grievance procedure is to secure, at the lowest possible administrative level, in the shortest period of time, equitable solutions to grievances. Proceedings shall be kept as informal as possible and confidential.

5.1 **Definitions**

a. A “grievance” means a complaint that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement

except as set forth in or otherwise concerning Articles 11.5(a), 12.11, 25.1, 25.2, 28.7, 32.9, 34.10 and 35.8 of this Agreement.

b. The term “aggrieved” shall include a bargaining unit member, all bargaining unit members or any group of bargaining unit members, or the Association.

c. During the period beginning with the first day of student instruction and ending with the last day of student instruction in any school year, “days” means weekdays on which school is in session. Beginning with the first day next succeeding the last day of student instruction in any school year and ending with the day preceding the first day of student instruction of the following school year, “days” means weekdays exclusive of Independence Day, and if applicable, Labor Day.

5.2 **Right to Assistance and Counsel**

The aggrieved shall have the right to be accompanied by a representative of his/her choice at all stages of the grievance procedure.

5.3 **Informal Procedure**

The aggrieved shall initially discuss the grievance with his/her principal with the objective of resolving the matter informally. In the event that the principal does not have the authority to grant the relief requested, he/she shall involve in the process at this stage the appropriate administrator with the authority to make a decision resolving the grievance. The informal step shall be recorded on the Informal Step form provided. (See Appendix D.) Informal procedures must be initiated within thirty (30) days after the occurrence of the alleged grievance. Informal discussions with the appropriate administrator shall take place within five (5) days of the initiation of this stage.

5.4 **Formal Procedure**

a. **Level One**

If the aggrieved is not satisfied with the outcome of the informal procedure, he/she may present a formal grievance in writing (using Appendix E) to his/her principal within five (5) days after the informal discussion. Within ten (10) days of the receipt of the written grievance, the principal shall hold a hearing with the aggrieved and his/her representative at a mutually convenient time. The principal shall, within five (5) days after the hearing, render his/her decision and his/her reasons therefore in writing (using Appendix F). If the aggrieved is not satisfied with the response of the principal, the grievant may appeal in writing to the next level within ten (10) days after the date of the hearing.

b. **Level Two**

The Superintendent or his designee shall, within ten (10) days after receipt of the written appeal, meet with the aggrieved and his/her representative for the purpose of resolving the grievance. The Superintendent or his designee shall, within five (5) days after the meeting, render his decision and the reasons therefore in writing (using Appendix F).

c. **Level Three**

If the aggrieved is not satisfied with the Superintendent's or his designee's disposition of the grievance, or if the Superintendent or his designee fails to submit a written disposition within ten (10) days of the Level Two meeting, the aggrieved may request the Association to file a written request for binding arbitration with the Superintendent within twenty (20) days of the Level Two meeting. The Association only shall have the right to appeal any grievance to binding arbitration.

d. Within five (5) days of the Superintendent's receipt of such document, the parties shall send a joint letter to either the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) requesting a list of seven (7) names from its list of arbitrators.

e. The arbitrator will be selected by each party alternately striking names until only one (1) remains. The Association shall strike first.

f. Once the FMCS or AAA has been informed of the selection, the parties agree to abide by the rules and time limits established by the FMCS or AAA.

g. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this agreement, or Board policy, or applicable state or federal law. The arbitrator shall confine himself/herself to the issue(s) submitted for binding arbitration. The decision of the arbitrator shall be final and binding upon the Board, the Association and the grievant.

h. Each party shall bear its own costs of representation and witnesses at the arbitration hearing, including the cost of any stenographic transcript ordered by that party. The costs of the AAA and arbitrator shall be borne as follows: (1) if the grievance is denied, the Association or the aggrieved shall pay all such costs; (2) if the grievance is sustained, the Board shall pay all such costs; and (3) if the grievance is sustained in part and denied in part, the parties shall bear such costs equally.

5.5 **General Provisions**

a. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

b. All bargaining unit members identically affected by an alleged violation of a specific, expressed term of this Agreement may join in a group grievance. Such a grievance shall be processed pursuant to the procedures of this article, except that it may be filed with the Superintendent rather than the principal, and in such event Level One shall be omitted.

c. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in procedures described in this Article. If retained, they shall be filed separately from the personnel files and shall be treated as confidential material.

d. A copy of each written grievance and written appeal filed by a bargaining unit member, and each written disposition submitted by an administrator or the Board, shall promptly be sent by the appropriate administrator or by the Treasurer, in the case of Board action, to the Association President.

e. In the event the bargaining unit member(s) choose(s) to have a grievance processed through Level Two without the participation of the Association, such bargaining unit member(s) shall be liable for any expense incurred in such proceeding.

f. In the event the Association at any level of the grievance procedure determines that a grievance is without merit or that an equitable answer has been given to aggrieved, it may withdraw its support; however, the aggrieved may continue the procedure only through Level Two and shall be liable for any expenses incurred in such proceeding.

g. The grievant shall exhaust all steps of the grievance procedure before seeking redress before a court of law. The failure to follow the timelines and steps of the grievance procedure will result in a dismissal of the grievance, with prejudice.

h. The aggrieved shall not be denied the right to legal advice or counsel in any of the levels listed above.

i. The President of the Association or his/her designee shall be invited to every meeting regarding the grievance or its resolution after the informal step of the grievance procedure. Any such meetings shall be scheduled outside the grievant(s) and representative's workday. The President shall be provided a written copy of any documents provided the grievant or any interested parties (administrators and bargaining unit members affected by the outcome of the grievance) in relation to the grievance.

j. If a teacher affected by a "grievance" does not wish to pursue the matter through the grievance procedure, the Association's

acquiescence will not be deemed a waiver of future grievances or acceptance of a past practice.

Article 6 - ASSOCIATION RIGHTS

6.1 The Association may use the school buildings for meetings outside of the teacher workday at times when a custodian is normally on duty, providing that prior written notice is given to the building principal and that Association meetings do not interfere with instructional programs or extracurricular activities.

6.2 Space on one bulletin board in each building will be designated for the Association's use.

6.3 The Association may use bargaining unit member mailboxes, interoffice mail service, and email for communication to bargaining unit members. Any use of email will be in accordance with the Board's Acceptable Use Policy.

6.4 The Association may make reasonable use, during normal school hours and when not otherwise in use, of school telephones, school duplicating machines, and school computers for the conduct of Association business, provided that the Association promptly pays for all long distance calls, duplicating costs and materials, and further provided that such use does not interfere with curricular or extracurricular school activities.

6.5 The Association shall be given advance notice of regular and special meetings of the Board of Education. The OFEA will be provided with copies of minutes of official meetings of the Board following approval by the Board. A copy of the official agenda and agenda attachments will be made available to the OFEA President when released to the Board.

6.6 The Board shall grant bargaining unit members up to ten (10) paid Association Leave days each school year to attend to Association business as approved by the OFEA President/designee. An additional three (3) days shall be granted as needed for any OFEA member who serves in an elected capacity for the state or national organizations, for a total number of Association Leave days not to exceed thirteen (13). The substitute costs of any days in excess of ten (10) shall be paid by the Association. No more than five (5) bargaining unit members shall be approved for such leave on any day, with three (3) or fewer released from any one building, inclusive of a member who serves in an elected capacity for the state or national organizations. Additionally, the total number of Association Leave days available to an individual member in any given school year is five (5). Upon request, the Superintendent may give special consideration should the Association require additional days or individuals.

6.7 A representative of the Association or its respective affiliates shall be permitted to transact official Association business on school property so long as such business does not interfere with normal school day operations or the performance of instructional or other assigned duties by any bargaining unit member. The representative must comply with the normal sign-in procedure upon her/his arrival at a school facility. Conferences with individual bargaining unit members by the Association representative shall only be conducted during the bargaining unit member's duty-free lunch period, conference time, or before or after the student day.

6.8 The Association shall be afforded an opportunity to welcome new bargaining unit members during the orientation days prior to the opening of school. This opportunity includes participation in a general meeting, if scheduled, or in meetings in the individual schools. Welcoming comments shall be limited to five (5) minutes.

6.9 The Association and each bargaining unit member shall be provided the school directory, which shall include the name, address, home phone number, District email address(es) (or other email addresses provided by the teacher), and school voice mail address. Additionally, the Board will provide a copy of the Master Agreement to each new bargaining unit member.

6.10 The Board and OFEA shall create a District Leadership Team (DLT) for the purpose of dealing with curriculum and education issues. The labor representatives of DLT shall be appointed by the OFEA President and shall consist of the OFEA Executive Board and one (1) representative from each building. Board representatives of DLT shall consist of up to nine (9) representatives appointed annually by the Superintendent. DLT shall be co-chaired by a representative from OFEA and a representative from the Board. Other individuals may be invited to attend DLT by mutual agreement between the parties. Meetings of the DLT will be held at least quarterly.

The Board and OFEA shall create a Labor Management Committee (LMC) for the purpose of addressing operational or employment related issues. The labor representatives of LMC shall include the President(s), Vice President(s), and Building Chairs. Board representatives of LMC shall consist of the Superintendent, Assistant Superintendent, Director of Human Resources, Treasurer, and up to five (5) representatives appointed by the Superintendent. Other individuals may be invited to attend LMC by mutual agreement between the parties. LMC meetings will be held as needed.

6.11 The Association shall be allocated thirty (30) minutes of the Opening Day Meeting for the purposes of holding a General Membership Meeting. Additionally, on days when there are staff meetings at the building level, the Association shall be provided time adjacent to the beginning or end of the staff meeting in order to conduct Association business.

6.12 Release time shall be provided for the Association President to conduct Association business. At the high school, release time will be provided in lieu of a 6th teaching assignment or duty period, unless the President's teaching area requires that a 6th class be assigned in order to provide programming. If that is the case, then other options will be explored between the Association President and his/her building principal. In grades K-8, the OFEA President and building principal will explore times available throughout the teacher day that will come as close as possible to a period of time that is comparable to one class period at the high school. This may include having no morning hall duty or homeroom.

In the event of a co-presidency within the Association, the parties will address release time via a Memorandum of Understanding.

6.13 In order to improve communication and to solve problems, the President and the Superintendent/designee shall meet weekly at a time mutually agreed.

Additionally, the building principal will meet with the Association President when requested on an as needed basis. Period substitution for the President will be provided in such situations.

6.14 In order to improve communication and to solve problems, the Association building chair will meet with the building principal throughout the year no fewer than once per month.

6.15 The Board and Administration agree that there will be no reprisals of any kind taken against the employees for action taken relative to negotiations, and/or membership representation, and/or holding office in the OFEA, and/or for the formal filing of a grievance.

6.16 **Payroll Deduction of Fair Share Fee**

a . **Authorization**

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

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 United Education Profession (UEP), shall be transmitted by the OFEA to the Treasurer of the Board on or about October 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. **Schedule of Fair Share Fee Deductions**

Payroll deduction of such annual fair share fee shall commence on the first pay date a dues deduction is scheduled which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date, a dues deduction is scheduled, on or after the later of:

i. Sixty (60) days employment in a Bargaining Unit position; or

ii. January 15th.

d. **Transmittal of Deductions**

The Treasurer of 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 OFEA represents to the Board that an Internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the OFEA, 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 OFEA for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the OFEA.

g. **Exclusivity**

The above fair share fee provision shall be an exclusive right of the OFEA and it will not be granted to any other employee organization seeking to represent employees in the bargaining unit represented by the OFEA.

h. **Indemnification of Employer**

The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board (including each of its officers, members, employees and agents) for any costs or liability incurred as a result of the implementation and enforcement of this provision provided that:

i. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;

ii. The Association shall reserve the right to designate counsel to represent and defend the employee;

iii. The Board agrees to 1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, 2) permit the Association or its affiliates to intervene as a party if it or they so desire, and/or 3) not oppose the Association or its affiliate(s) application to file briefs amicus curiae in the action; and

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

Article 7 - SCHOOL CALENDAR AND HOURS OF WORK

7.1 **School Calendar**

a. Annually during January, the President of the Association may make written suggestions to the Superintendent regarding the school calendar for the next two school years.

b. The school calendar shall not exceed one hundred eighty-four and one-half (184.5) teacher work days inclusive of:

9 District/Building led professional development days

1 Collaboratively planned

1 uninterrupted Staff records day (January/February timeframe)

.5 District recognition day (end of year)

c. The District may require up to two (2) hours in-service per school year outside of the workday for state or federally mandated subjects, via electronic means (e.g., video, internet, or other available technology).

d. The last teacher workday is one-half day.

7.2 **Hours of Work**

a. **Primary (Pre-K-3)**

i. A teacher's normal workday shall be seven (7) hours and forty (40) minutes, including a thirty (30) minute duty-free lunch period. It is the obligation of the teacher to notify the principal if lunch is interrupted. Regular work hours shall be continuous no earlier than 7:00 a.m. and no later than 4:00 p.m. as established by the Superintendent.

ii. Each building principal shall make every attempt to schedule a forty (40) minute contiguous block of time for each teacher, regardless of his/her teaching assignment. Minimally, each teacher shall be provided an average of forty (40) minutes daily of duty-free preparation time within the student day. Specialists who are otherwise assigned a class during building-wide activities will supervise the class, enabling the affected classroom teacher to have his/her planning period.

iii. Each classroom and "specials" teacher shall be provided an average of no less than forty (40) minutes outside the student day for purposes such as, but not limited to, staff meetings, individual or group planning, and professional development. The development of staff meeting agendas and professional development activities will be cooperatively developed by the staff and the building administration. Meetings that are similar in content, such as but not limited to, "Kid Talk" and "IAT" meetings, shall be combined and/or scheduled during the same time period whenever possible.

iv. Classroom and "specials" teachers shall not be assigned to any mid-day/noontime duties (i.e., recess, cafeteria, study hall). Classroom and special teachers may be assigned to supervise indoor recess. Indoor recess assignments will be shared on a rotational basis. The principal and building leadership team (BLT) will establish the criteria for when indoor recess will occur and how the rotation will be assigned.

v. Upon arrival to the building and prior to the start of the student day, the students shall be supervised by the a.m. bus monitor supplemental position holders and/or paraprofessionals.

b. **Intermediate (4-5)**

i. A teacher's normal workday shall be seven (7) hours and forty (40) minutes including a thirty (30) minute duty-free lunch period. It is the obligation of the teacher to notify the principal if lunch is interrupted. Regular work hours shall be continuous no earlier than 7:00 a.m. and no later than 4:00 p.m. as established by the Superintendent.

i. Each building principal shall make every attempt to schedule a forty (40) minute contiguous block of time for each teacher, regardless of his/her teaching assignment. Minimally, each teacher shall be provided an average of forty (40) minutes daily of duty-free preparation time within the student day. Specialists who are otherwise assigned a class during building-wide activities will supervise the class, enabling the affected classroom teacher to have his/her planning period.

ii. Each classroom and "specials" teacher shall be provided an average of no less than forty (40) minutes outside the student day for purposes such as, but not limited to, staff meetings, individual or group planning, and professional development. The development of staff meeting agendas and professional development activities will be cooperatively developed by the staff and the building administration. Meetings that are similar in content, such as but not limited to, "Kid Talk" and "IAT" meetings, shall be combined and/or scheduled during the same time period whenever possible.

iii. Classroom and "specials" teachers shall not be assigned any mid-day/noontime duties (i.e., recess, cafeteria, study hall). Classroom and special teachers may be assigned to supervise indoor recess. Indoor recess assignments will be shared on a rotational basis.

c. **Middle School**

i. A teacher's normal workday shall be seven (7) hours and forty (40) minutes including a thirty (30) minute duty-free lunch period. It is the obligation of the teacher to notify the principal if lunch is interrupted. Regular work hours shall be continuous no earlier than 7:00 a.m. and no later than 4:00 p.m. as established by the Superintendent.

ii. Each teacher shall be provided an average of forty-eight (48) minutes (inclusive of passing time) of duty-free preparation time within the pupil day.

iii. Each teacher shall be provided an average of forty-eight (48) minutes (inclusive of passing time) within the student day for purposes such as grade level meetings, team meetings, and professional development. In an attempt to make efficient use of this block of time, whenever possible:

1. meetings that are similar in content, such as but not limited to, "Kid Talk" and "IAT" meetings, shall be combined and/or scheduled during the same time period whenever possible;

2. the “Big Team” and “Small Team” meetings will be scheduled on the same day and will be combined and/or share time;

3. the building principal will utilize written building communication to “Big Team” and “Small Team” members in order to share common information; and

4. parent meetings will be scheduled during this block of time rather than during the teacher’s duty-free preparation time (Section b, above).

iv. No Middle School teacher shall have more than six assignments (inclusive of duties and home base) each school day and homeroom. No Middle School teacher shall be reduced in force due to the assignment of six (6) assignments to Middle School teachers. Nothing in this provision restricts the Board or Association’s rights under Article 11.5.

v. Each teacher shall be provided an average of fifteen (15) minutes outside of the student day for purposes such as, but not limited to, grade level meetings, individual and group planning, team meetings, and professional development. The development of staff meeting agendas and professional development activities will be cooperatively developed by the staff and the building administration.

vi. No teacher shall have more than one hundred fifty-six (156) students per day in academic disciplines.

vii. Teachers at the Middle School will not be required to attend full staff meetings outside the teacher’s regular workday more than one (1) time each month, except where exigent circumstances exist concerning the health, safety, or welfare of students or staff.

c. **High School**

i. A teacher’s normal workday shall be seven (7) hours and forty (40) minutes, including a thirty minute (30) duty-free lunch period. It is the obligation of the teacher to notify the principal if lunch is interrupted. Regular work hours shall be continuous no earlier than 7:00 a.m. and no later than 4:00 p.m. as established by the Superintendent.

ii. Each teacher shall be provided an average of forty-six (46) minutes daily of duty-free preparation time within the pupil day.

iii. Depending upon the needs of the curriculum and student enrollment, the principal will make reasonable efforts to limit High School teachers to no more than five (5) classes and

one (1) duty period each school day. High School teachers may be assigned a sixth teaching assignment in place of a duty. While it is not the intention of the Administration to routinely assign six teaching assignments as a matter of course, the sixth assignment may be needed to (i) respond to students' educational needs, (ii) maintain lower student to staff ratios, and (iii) more efficiently and effectively utilize the professional skills of the teaching staff. With the exception of a RIF situation under Article 11.5, no High School teacher will lose his/her job because of the Administration's decision to assign six teaching assignments or because of the change in cap limitations.

iv. There will be no more than one (1) prep per class period for core academic courses unless the teacher otherwise agrees. The maximum number of preps per day for core academic teachers (with the exception of Foreign Language teachers) will not exceed three (3), unless the teacher, with the approval of the Department Chair, initiates a request for additional preps.

v. Duty periods may include study hall supervision, hall/ rest room supervision, lunch supervision, and academic assistance. Where appropriate, educational aides may be utilized in lieu of teachers to non-instructional duty supervision, taking into consideration the need to maintain student discipline.

vi. Teaching assignments or duties which fall outside of the normal student day (i.e., "Early Bird," detention monitor, etc.) shall be done on a voluntary basis. Those bargaining unit members who have volunteered shall be permitted to appropriately flex their starting or ending times.

vii. High school staff meetings shall occur during collaboration time and shall occur no more than one (1) time each month except in emergency situations. Professional development activities will be cooperatively developed by the staff and the building administration.

Teachers may be assigned bus duty supervision on a rotating basis where coverage is not otherwise provided by teachers opting for the stipend.

7.3 **Lunch/ Recess Duty**

At the primary and intermediate levels, the Board will provide complete coverage of mid-day/noontime duties (excluding indoor recess). Such duty may be first assigned to a tutor, who will be compensated at his/her hourly rate of pay. The Board agrees that this assigned duty will not negatively impact the tutor/student ratio throughout the rest of the tutor workday, and that, as a result, additional time may be added to

the tutor's schedule. Otherwise, these duties will be handled through Noontime Duty Contracts. Each contract will reflect approximately fifteen (15) minutes of supplemental duty time to be performed on a daily basis. Noontime Duty Contracts will be offered first to bargaining unit members before being offered to individuals outside of the bargaining unit.

7.4 **Traveling Teachers**

The Board will make every effort to limit the number of bargaining unit members whose assignments require them to travel between buildings. The building principals who share a traveling teacher will meet together with the teacher for the purpose of collaborating on the teacher's schedule for the upcoming school year to ensure that the teacher has adequate time to prepare for his or her classes including travel, set up, clean up, and coordination. In any event, there shall be no fewer than twelve (12) minutes allotted for travel between buildings where the buildings are on separate campuses.

Each bargaining unit member who must travel between buildings shall be provided the same lunch time as all bargaining unit members without being required to travel during that lunch time.

Bargaining unit members will not be required to travel during planning time. When possible, planning time will be scheduled in the building where the teacher has the most number of assignments.

In order to provide coverage on Late Start Days, the building principal(s) will adjust schedules, if necessary, in order to provide the appropriate lunch, planning and travel time to the traveling teacher.

The Board will provide appropriate storage space for items such as teacher textbooks, lesson plans, and student papers at each building. If applicable, duty assignments shall be scheduled at only one building site.

7.5 **Full-Time Teachers**

Full-time teachers shall be defined as those bargaining unit members who work eighty percent (80%) of the teacher workday, inclusive of a thirty (30) minute duty-free lunch and a planning period consistent with the building assignment. Hours for less than full-time teachers, currently employed by the District, shall normally be contiguous. However, wages shall be based upon the pro rata portion of the school day worked.

Teachers employed less than full time shall have their hours contiguously assigned, shall be provided a thirty (30) minute duty-free lunch, and shall be compensated for salary, benefits, and planning time on a prorated basis.

7.6 **Meetings Occurring During Lunch or Planning Time**

Bargaining unit members who are required to attend IEP, 504 or IAT meetings during their lunch period or during their individual planning time that cannot otherwise be rescheduled will be compensated consistent with Article 19.1.

7.7 **Required Professional Development Related to Operating Standards for Gifted Students**

Professional Development related to the Operating Standards for Gifted Students (OAC 3301-51-15) shall be provided to all bargaining unit members serving gifted students. The professional development provided by the District will include:

a. Payment of any fee to cover the cost of the course (where the teacher does not intend to apply the credit toward a block of credit under Section 17.2) and materials;

b. Allowing the professional development to be used for licensure renewal if it meets the requirements set forth by the Olmsted Falls Professional Development Committee;

c. Providing time during the teachers' work day, including:

i. Building meetings; and

ii. District professional development days.

Building and District professional days by mutual agreement.

Additional time during the teachers' work day other than those established above will be determined between the parties upon the finalization of the District's proposal to the college.

d. If a teacher wishes to apply the coursework for blocks of credit under Section 17.2, the employee will cover the cost associated with the professional development.

7.8 **Parent-Teacher Conferences**

In light of parent conferences scheduled in the District, the day preceding Thanksgiving shall not be a work day.

7.9 **Public Health Restrictions**

Upon the issuance of a public health emergency declaration by a local, state or federal agency that directly affects the District, the parties commence bargaining any changes to terms of and conditions of employment within five (5) days of such declaration. The parties will memorialize agreed upon changes through a Memorandum of Understanding, (MOU). The MOU shall be presented for ratification by the OFEA within five (5) days of agreement and presented to the Board at its next regular or special Board meeting.

a. If there is a need to change the method of instruction the Superintendent will meet and discuss with the OFEA the length of the necessary transition period will be provided to the teachers.

7.10 **Virtual/Remote Learning**

a. Beyond the 21-22 school year the District may offer an online/ remote learning option to students who have a documented extended medical need to attend school remotely. K-3 students will have a dedicated Olmsted Falls City School teacher. The administration will make reasonable attempts to cluster virtual/ remote students in grades 4+ together in order to minimize the impact of these learners on the day-to-day instructional process within the classrooms.

b. Remote/virtual learning committee will be established prior to the 21-22 school year. The OFEA president will appoint OFEA committee members. The number of OFEA appointments will be equal to the number of administrative members.

Article 8 - POSTINGS

8.1 All bargaining unit members shall have the opportunity to be considered for newly-created or vacated regular teaching positions which the Board has determined to fill. All qualified bargaining unit members will have the opportunity to be considered for newly-created or vacated supplemental positions. Factors that will be taken into consideration include, but are not limited to, certification/licensure, areas of coursework, grade level or subject area experience, seniority, and strengths/weaknesses identified in the performance appraisal process, and interview process. Supplemental positions filled by non-bargaining unit employees will be non-renewed (considered vacant) and posted annually. All supplemental postings will contain a notification that the job description for the supplemental is available by contacting the building principal.

a. As used in Articles 8 and 9: (a) “summer vacation” means that period of time beginning on the day following the last day of scheduled regular student attendance in any school year and ending on the day preceding the first day of scheduled regular student attendance in the next succeeding school year; (b) “annual school term” means that period of time beginning on the first day of scheduled regular student attendance in any school year and ending on the last day of scheduled regular student attendance in that school year; (c) “day(s)” mean weekdays, excluding Saturdays, Sundays, and holidays; and, (d) “vacancy” means any vacated or newly created position that the Board determines to fill and that is anticipated to extend beyond one school year.

b. Postings of vacancies shall indicate whether the position is newly created or a vacated position and the qualifications, including grade level (if known), area of concentration, certification/licensure. Written notice of vacancies, including positions filled during the school term by substitute teachers, shall be posted for a minimum of ten (10) days on the Board's website, and via District email. Bargaining unit members interested in such positions shall submit a written letter of interest and apply online via an abbreviated application process through a District application vendor/provider. The abbreviated application process will include submission of personal data, postal address, desired employment, experience, certification, and confirmation.

A bargaining unit member who submits letters of interest for vacancies in the District and applies online is entitled to at least two (2) interviews in any three (3) year period but shall be considered and may be interviewed for each vacancy the bargaining unit member applies for. A current bargaining unit member with the proper licensure and qualifications will proceed directly to the building committee interview team process. Participation in the building level team interview counts towards the two (2) interviews referenced above. Notwithstanding the above, a tutor seeking a teaching position will be required to proceed with the initial interview process with the building administrator(s). Bargaining unit members shall have the option to submit a video of a teaching lesson in lieu of conducting a teaching lesson during the building committee interview team process. Where vacancies arise after June 30, such positions may be filled within five (5) days of the posting.

c. In the event a current bargaining unit member applies for but is not selected for a particular vacancy, the bargaining unit member may request and will be granted a conference with the Superintendent or designee to discuss the basis of the decision.

8.2 Notwithstanding the above, in the event a supplemental position that was previously filled becomes vacant within fifteen (15) working days prior to the start of the season or activity or during the season or activity, the Board may fill that supplemental position without first posting the vacancy, provided that the following occurs:

a. The Superintendent and President of the Association shall confer and mutually agree that the vacancy should be treated as an emergency situation, and

b. The Superintendent/designee contacts those teachers who have, in writing, indicated an interest in the supplemental position.

Where practicable, the vacancy will be posted on the District's website; however, no posting deadlines will apply.

Article 9 - TRANSFERS

9.1 **Voluntary Transfers**

a. A bargaining unit member desiring a transfer shall notify the Superintendent in writing of the position(s) to which he/she desires a transfer should an opening occur.

b. It is understood that submission of a transfer request does not guarantee that the bargaining unit member will be selected for a newly created or vacated bargaining unit position.

9.2 **Assignment**

Each bargaining unit member will receive in writing no later than two weeks after the final teacher day of each year his/her tentative assignment for the next school year. Any notice not received by the final teacher day, shall be mailed by regular U.S. mail to the home address of the bargaining unit member. The notice will include building assignment, subjects to be taught if at the secondary level, or grade level if at the elementary level. Any changes in assignment after the initial notification will be made in writing to the bargaining unit member as soon as the Superintendent determines there is a need for the change. Upon request, the bargaining unit member will be afforded an opportunity to meet with the principal to discuss the reasons for the assignment change. Any change in assignment that constitutes an "Involuntary Transfer" will be subject to the procedures set forth in paragraph 9.3 below.

Additionally, no later than August 1st, each teacher shall receive by email class lists containing the names of students who have been tentatively assigned to his/her class or grade level team.

9.3 **Involuntary Transfer**

An involuntary transfer (defined as an involuntary change in grade level assignment K-8 or change in departments 9-12) will be made only after the bargaining unit member's seniority and experience are considered. Prior to any final changes in assignment that constitute an Involuntary Transfer, the OFEA President/designee and bargaining unit member will be notified in writing. The bargaining unit member and OFEA President/designee may request a meeting with the Superintendent/designee to discuss the reasons for the Involuntary Transfer. Upon finalization of an Involuntary Transfer, the teacher may request a meeting with the OFEA President/designee and the principal (in the case of a change in building, the newly-assigned principal) to collaborate on a mutually agreed upon transition plan, which might encompass release time to confer with other staff and/or professional development. Mutually agreed upon transition activities that occur during summer break will be compensated at $100 per day. If the

transition requires a move to another building, the affected teacher will receive up to two (2) days release time or, if the move takes place over the summer break, will be paid up to two (2) days at $100 per day.

Article 10 - OHIO TEACHER EVALUATION SYSTEM (OTES 2.0)

The evaluation procedure established in this Agreement is a result of the collaborative work between bargaining unit members and administrators to develop the language in this Article which conforms to the framework for the evaluation of teachers developed pursuant to sections 3319.111 and 3319.112 of the Ohio Revised Code. If, during the period covered by this Agreement, the Ohio Department of Education and/or the General Assembly modify the teachers/counselors evaluation system, the Olmsted Falls Teacher Evaluation Committee will meet to determine if changes may be required to the contract and, if so, make recommendations to the bargaining teams. Any recommendations are subject to ratification/approval by the Association and approval by the Board.

10.1 **OFTEC (Olmsted Falls Teacher Evaluation Committee)**

a. **OFTEC Composition**

i. The committee shall be comprised of five (5) members appointed by the Association and up to five (5) administrators appointed by the Superintendent or his/her designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

ii. When possible, committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the district.

b. **Committee Operation**

The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent or his/her designee. The Association co-chair will be appointed by the OFEA president.

i. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

ii. Committee agendas shall be developed jointly by the co-chairpersons of the committee.

iii. At the initial committee meeting, the committee shall develop the ground rules by which the committee shall operate.

iv. At each meeting, the committee shall select an individual to act as the official scribe for that meeting.

v. Minutes of meetings shall be distributed to committee members, association President, and the Superintendent.

vi. Members of the committee shall receive training in all aspects of OTES prior to service on the committee.

c. **Committee Authority**

i. The committee shall be responsible for jointly reviewing and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation and developing, reviewing, and amending the list of Metric of Student Outcomes approved for use in the school counselor evaluations.

ii. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

iii. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this Agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the Agreement, then said recommendation shall be subject to ratification by the Association and approval by the Board.

iv. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this Agreement shall discuss this topic, the OFTEC will meet to determine if changes may be required to the contract and, if so, make recommendations to the bargaining teams. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained without opening the entire negotiated agreement.

10.2 **Training**

a. The Administration and bargaining unit members will jointly participate in any necessary in-service on the evaluation framework, instrument and rubric, and contractual requirements prior to September 30 of each year.

b. Annual state updates on the teacher/counselor evaluation framework and system will be provided to bargaining unit members by the Administration

c. Bargaining unit members new to the District shall be formally briefed of the District's performance expectations, evaluation procedures, criteria, and the evaluation instruments which will be used in the evaluation process by the Superintendent/designee within thirty (30) working days of the first required teacher workday.

Bargaining unit members who are hired after the first day of school will receive their training within two weeks of the start of their employment.

10.3 **Criteria for Performance Assessment**

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

b. Each final evaluation will result in an effectiveness rating of:

i. Accomplished;

ii. Skilled;

iii. Developing; or

iv. Ineffective

c. A bargaining unit member's performance shall be assessed based on the applicable standards and the criteria set forth in the evaluation instrument.

d. The timeline and checklist established by OFTEC (in accordance with timelines established by law) indicates the required dates and deadlines for the evaluation process and can be found in Appendix H.

10.4 **Assessment of Teacher/Counselor Performance**

Teacher performance will be evaluated during two formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will comprise a percentage of a teacher's effectiveness rating which will be in compliance with the state percentage, and will be assessed through a holistic process by trained and credentialed evaluators based upon the *Ohio Standards for the Teaching Profession and iObservation Model.*

Counselor performance will be evaluated during two formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the Ohio Standards for School Counselors and the School Counselor Evaluation Rubric.

10.5 **Walkthroughs**

a. Teacher Walkthrough - The purpose of the teacher walkthrough is to provide the evaluator with additional evidence in support of the teaching standards. Data gathered from the walkthrough(s) will be shared with the educator via the online iObservation platform.

b. Counselor Walkthrough - The Counselor informal observation is a walkthrough of non-confidential activities during unannounced times. Such observations shall be documented on Appendix V5 and will focus on one (1) or more of the following components:

i. Comprehensive School Counseling Program Plan

ii. Direct Services for Academic, Career and Social/Emotional Development

iii. Indirect Services: Partnerships and Referrals

iv. Evaluation and Data

v. Leadership and Advocacy

vi. Professional Responsibility, Knowledge and Growth

c. The unannounced walkthroughs shall be at least ten (10) consecutive minutes in length, but not more than fifteen (15) consecutive minutes in duration.

d. Walkthroughs may occur prior to an observation or after an observation. Evidence collected as a result of the walkthrough(s) prior to an observation will become part of the pre-observation conference. In the post observation conference areas in need of further evidence will be discussed and may be the focus of post conference walkthrough(s).

e. Bargaining unit members may request one additional walkthrough per observation for the purpose of evidence collection that supports the applicable standards listed above that may or may not have been observed during the formal observations or previous walkthrough(s).

f. Only elements rated Developing, Applying or Innovating within a walkthrough observation will be included in the formal summative evaluation.

g. During a walkthrough observation at least one (1) but no more than three (3) elements will be evaluated within Standards-Based Instruction and/or Conditions for Learning domains.

10.6 **Procedures for Limited and Continuing Contracts**

a. Bargaining unit members that are new to the District (who have a professional teaching license, or higher), members whose last summative evaluation was ineffective or members who are under consideration for nonrenewal and with whom the board has entered into a limited contract or an extended limited contract under section 3319.11 of the Ohio Revised Code shall receive at least three (3) formal observations during the school year. The first formal observation shall be completed by November 30.

Teachers involved in the Resident Educator Program (RESA year 1 and 2) shall receive at least two (2) formal observations during the

school year. The first formal observation shall be completed by November 30.

b. A bargaining unit member who has been granted a continuing contract by the Board of Education and who receives a final summative rating of “Accomplished” on his/her most recent evaluation shall be evaluated every third year. See Appendix L.

c. In any year the bargaining unit member is not formally evaluated, a credentialed evaluator as defined in Section 10.14 shall conduct at least one (1) observation of the bargaining unit member and hold at least one (1) conference with the bargaining unit member.

d. A bargaining unit member who has been granted a continuing contract by the Board of Education and who receives a final summative rating of “Skilled” on his/her most recent evaluation shall be evaluated every other year. See Appendix L

In any year the bargaining unit member is not formally evaluated, a credentialed evaluator as defined in Section 10.14 shall conduct at least one (1) observation of the bargaining unit member and hold at least one (1) conference with the bargaining unit member.

e. A bargaining unit member who has been granted a limited contract by the Board of Education and who receives a final summative rating of “Accomplished” or “Skilled” on his/her two most recent evaluations shall be exempt from the evaluation cycle the third year. Thereafter, so long as the skilled/accomplished rating is maintained the member will be evaluated every other year. See Appendix L

f. Any bargaining unit member who was on an approved leave for 50% or more of the school year will not be subject to the evaluation process and any portion of the evaluation process that may have been completed prior to accumulation of the leave will not be reported.

g. Any bargaining unit member who has submitted a notice on or before December 1 of the intent to retire will not be subject to the evaluation process and any portion of the evaluation process that may have been completed prior to submission of the notice will not be reported.

h. A bargaining unit member seeking a continuing contract will be evaluated the year of their application regardless of past evaluation rating.

i. Bargaining unit members who are not included in 10.6(a) through 10.6(f) will be observed at least two (2) times before their final summative evaluation, which shall be completed by May 1. This evaluation instrument is subject to bargaining for such employees.

10.7 **Formal Observations**

a. All formal observations shall be preceded by a pre-conference and followed by a post-conference between the evaluator and the bargaining unit member in order for the bargaining unit member to explain plans and objectives for the work situation to be observed. (A pre/post conference may be combined for video observation if the evaluator and the member mutually agree)

b. There will be 2 formal observations. There will be a good faith attempt to avoid scheduling back-to-back observations (i.e. two observations in less than three weeks).

c. Formal observations shall last at least thirty (30) consecutive minutes.

d. If after the second formal observation a member's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted.

e. At the time of the pre-conference, the member will submit the applicable completed pre-conference form. In addition the member will also provide a completed lesson plan/ Thinking Map of the class to be observed (Note: the lesson plan/Thinking Map and pre-conference form are provided to assist the evaluator and the member with documentation of evidence that is required by the iObservation/ OSCES model. The questions are not the "only" questions that may be asked. Additional information may be requested or offered during the pre-conference/post conference).

f. The post-conference will take place within ten (10) school days of the observation. During this post-conference members will be provided with areas of reflection, reinforcement and refinement.

g. Traveling members will be observed and evaluated in their home buildings. Upon the request of the traveling member and/or administrator, additional observations may be made by another administrator.

h. For teachers evaluated under iObservation, for each observation, the teacher will select at least three (3) elements from any of the domains. At least one (1) element will be a required element selected by the OFTEC committee.

i. As part of each evaluation for a teacher who is being evaluated using Observation, at least one element will be evaluated from each Domain except Professional Responsibilities (weight for this Domain can be redistributed).

j. Observations/Walkthroughs will not be conducted on the first five days of class, on the day before or after a vacation day. If the mode of instruction changes observations/walkthrough will not be conducted

within seven days of the change of the model (Unless mutually agreed upon by both parties).

k. Pathways for Observations

- Path 1 (Traditional) - both observations completed in the classroom by the evaluator
- Path 2 (Video) - Both observations done through the use of a video that the member submits to the evaluator
- Path 3 (Combination) - a combination of video and traditional observation

l. Video as Observation

i. Videos must be submitted to the evaluator in a mutually agreed upon format. Videos will not be viewed by anyone other than the evaluator without the consent of the member. Videos must be thirty (30) minutes in length and may not exceed sixty (60) minutes and must illustrate both student and member participation.

10.8 **High Quality Student Data (HQSD)**

a. Each evaluation shall contain two (2) measures of high quality student data. When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include value added progress dimensions as one source of HQSD. Value added data will not be used during the 2021-2022 school year.

b. HQSD shall be used as evidence in any component of the teacher's evaluation related to any of the domains in iObservation.

10.9 **Finalization of Teacher/Counselor Evaluation**

a. A final overall performance rating based on all available data from formal observations, will be calculated using the following scale.

Innovating	Applying	Beginning/ Developing	Not Using
3.25 to 4.0	2.25 to 3.24	1.5 to 2.24	0 to 1.49

b. The scale above will be reviewed each year by the OFTEC committee to determine if any changes need to be made.

c. The iObservation model utilizes a five tier rating scale. The Ohio Department of Education utilizes a four tier rating scale. Therefore the iObservation ratings will be converted as follows:

OTES Rating	iObservation Rating
Ineffective	Not Using
Developing	Beginning/Developing
Skilled	Applying
Accomplished	Innovative

d. A copy of the applicable completed summative evaluation report Appendix form S will be given to the member no later than May 1. If a member requests a post conference after receiving the summative evaluation, the conference will be scheduled within five (5) work days. This timeline may be extended if the bargaining unit member or evaluator is absent.

e. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the member to verify notification to the member that the evaluation will be placed on file, but the member's signature should not be construed as evidence that the member agrees with the contents of the evaluation report.

f. A member shall have the right and opportunity to submit a written statement/rebuttal for attachment to the written evaluation placed in the member's personnel file.

e. Only as required by law, the Superintendent or his/her designee will, on behalf of the Board of Education, submit to the Ohio Department of Education (ODE) the final summative rating of each member.

f. No data collected through the Ohio Resident Educator Program or Mentor Program shall be used in teacher performance evaluation ratings.

10.10 **Professional Growth Plan**

a. Professional Growth Plans help members focus on areas of professional development that will enable them to improve their practice.

b. Bargaining unit members rated Accomplished or Skilled will develop their professional growth plan individually. Bargaining unit members rated Developing or Ineffective will develop a professional growth plan collaboratively with their credentialed evaluator that will be in effect for the evaluation cycle.

c. Teachers in the Residential Educator Program (RESA year 1 and 2) will use the RESA Professional Growth Plan template instead of the OTES/iObservation Growth Plan and will share the plan with their assigned evaluator.

d. Professional growth plans for a school year shall be developed no later than November 1.

e. Professional growth plans should be reflective of the data available and include identification of area(s) for future professional growth; specific resources and opportunities to assist the member in enhancing skills, knowledge and practice as well as outcomes that will enable the teacher to increase student learning and achievement. Growth plan shall have at least two goals per evaluation cycle.

10.11 **Improvement Plans**

a. A professional improvement plan is a clearly articulated assistance program for a member who received an Ineffective rating on his/her evaluation. Improvement plans will only be created for members with an Ineffective rating on their performance component of their evaluation. Bargaining unit members receiving an Ineffective summative evaluation rating will meet with their evaluator within ten (10) work days to collaborate on the development of an improvement plan.

b. The professional improvement plan shall identify.

i. Specific areas for improvement of performance and for identifying guidance and support needed to assist the teacher in improving.

ii. The district will determine additional education or professional development needed to improve teacher performance.

iii. The evaluator involved shall identify in writing the specific area(s) for improvement to be addressed in relationship to the Ohio Standards for the Teaching Profession as well as the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies.

c. Bargaining unit members who are on an improvement plan will continue to be observed up to two (2) additional observations above and beyond the two (2) formal observations in the succeeding school year.

d. If a recommendation for an improvement plan occurs and is documented between March 1 and May 10 of the school year, the plan shall be continued into the next school year.

e. If a member's performance continues to remain at an ineffective level, the supervising administrator may reinstate the improvement plan.

f. Once a bargaining unit member receives a rating of Developing or higher, the member will no longer be under an improvement plan.

10.12 **Evaluations of Bargaining Unit Members Not Under OTES/OSCES Evaluation System**

a. The evaluation of bargaining unit members not under the OTES system (those who do not teach students at least 50% of their assigned time) shall be based upon two (2) formal observations in compliance with Section 10.7, walkthroughs in compliance with Section 10.5, and other performance indicators.

b. The observation and evaluation forms for bargaining unit members not under the OTES or the OSCES evaluation system are found the Appendices. (Non-OTES bargaining unit members.)

c. School Counselors will be evaluated under the Ohio School Counselor Evaluation System.

10.13 **Definitions**

a. "OTES 2.0"- 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.

b. "Teacher"- 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:

i. A teacher's license or professional or permanent teachers certificate in accordance with the law

ii. permit issued under ORC Section 3319.301.

c. Credentialed Evaluator" – Each member subject to evaluation will be evaluated by a person who:

i. Meets the eligibility requirements under ORC Section 3319.111(D); and

ii. Holds a credential established by the Ohio Department of Education for a teacher evaluation; and

iii. Has completed state-sponsored evaluation training and has passed an online credentialing assessment; and

iv. Is a member of the District administrative staff.

d. “Shared Attribution Measures” – Student growth measures that can be attributed to a group.

e. “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.

f. “Vendor Assessment” – Refers to 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.

10.14 **Due Process**

a. Any grievance filed pertaining to this evaluation procedure may be filed only with respect to procedural aspects.

b. Any alleged violation of the procedural aspects related to the non-renewal or evaluation of limited contract members shall be subject to binding arbitration.

c. A bargaining unit member shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

d. Any teacher who has received an ineffective rating for two (2) of the three (3) most recent school years must register for and take all written examinations selected by ODE as appropriate to determine expertise to teach that subject area and/or the grade level to which the teacher is assigned. The cost for the examination will be paid by the District. If a teacher who takes an examination passes that examination and provides proof of that passage to the teacher’s employer, or if there is no examination selected by ODE for the teacher’s content area, the teacher must complete professional development that is targeted to the deficiencies identified in the teacher’s evaluations as determined by the evaluator and paid for by the District. If a teacher who takes an examination under this section passes the examination and provides proof of that passage to the District, the teacher shall not be required to take the examination again for three years, regardless of the teacher’s evaluation ratings or the performance index score ranking of the building in which the teacher is assigned. The receipt by the teacher of a rating of Ineffective on the teacher’s next evaluation after completion of the professional development, or the failure of the teacher to complete the professional development, may be grounds for termination of the teacher under section 3319.16 of the Revised Code.

Article 11 - TERMINATION, SUSPENSION, AND NON-RENEWAL OF TEACHING CONTRACTS

11.1 **Termination**

a. Termination of an existing contract will be in accordance with Sections 3319.16, 3319.161, and any other related provisions of the Ohio Revised Code.

11.2 **Non-renewal of a Limited Teaching Contract**

a. Any bargaining unit member non-renewed by the Board shall be provided with the notice of non-renewal and clearly stated written reasons why the bargaining unit member is to be non-renewed. The notice of non-renewal shall be provided to the bargaining unit member no later than June 1.

b. Prior to Board action on a recommendation to nonrenew a bargaining unit member, the bargaining unit member will be granted, upon request, a conference with the Superintendent, at which time the bargaining unit member shall show cause as to why his/her contract should be renewed.

The bargaining unit member will be notified by the Superintendent of his decision.

c. Non-renewals of limited teaching contracts shall be governed by the grievance procedure, Article 5 for review of procedural violations. This provision supersedes 3319.11.

11.3 **Tenure Eligibility**

a. Teachers who receive a professional certificate/license after March 31 will not be eligible for consideration for a continuing contract until April of the succeeding school year.

b. Teachers who notify the Superintendent and building principal of the intent to be eligible to be considered for a continuing contract in writing on or before September 15 of any school year, will be considered in April/May of that school year. Teachers who do not notify the Superintendent on or before September 15 will not be eligible for consideration until April/May of the following school year. This notice requirement applies to teachers who have not yet attained continuing contract status and those who have previously attained tenure in another district.

c. The holder of a continuing contract has continuing service status or “tenure”. A continuing contract remains in effect unless (i) it is terminated for cause under ORC 3319.16, (ii) the bargaining unit member resigns or elects to retire, or (iii) is laid off pursuant to ORC 3319.17 and Section 11.5 below. The Board of Education shall grant continuing contracts based upon the following criteria:

i. **Certificate or License Requirements**

1. For bargaining unit members initially licensed prior to January 1, 2011, the licensure requirement for continuing contract status is met if the bargaining unit member:

a. holds a professional, permanent, or life certificate (issued under prior law) or a professional, senior professional, or lead professional educator license, and

b. has completed either of the following:

i. if a master's degree was held at the time of initially receiving a certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the Teaching Field since the initial issuance of the certificate or license; or

ii. If a master's degree was not held at the time of initially receiving a certificate or license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

2. For bargaining unit members initially licensed after January 1, 2011, the licensure requirement for continuing contract eligibility is met if the bargaining unit member:

a. holds a professional, senior professional or lead professional license; and

b. has held an educator's license for at least seven (7) years; and

c. has completed either of the following:

i. if the bargaining unit member did not hold a master's degree at the time of initially receiving an educator's license, 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance that license; or

ii. if the bargaining unit member held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of

licensure or in an area related to the teaching field since the initial issuance of such certificate or license.

ii. **Board Requirements**

1. In addition to the licensure requirements established above, teachers must meet the following board requirements for continuing contract eligibility:

Completed at least eight (8) years of teaching experience before submitting the request for continuing contract.

At least five (5) years teaching experience in Olmsted Falls.

Three (3) consecutive teacher evaluations of "Meets Expectations" or a summative rating of Skilled or Accomplished.

A record of peer leadership, student related supplemental/stipend activities, and/or representing the district's interests in community activities, all of which extends beyond the classroom. Examples may include but are not limited to, DLT/BLT, academic leadership and mentoring roles, coaching/advising/ coordinating student activities beyond the work day, being a teacher representative on PTA. The weight/value of a teacher's record of leadership, commitment to student related activities, and community activities will be determined on a case by case basis.

2. If a bargaining unit member requests a continuing contract and is denied, the Superintendent shall provide specific and written reasons as to why the request was not approved.

3. Decisions regarding continuing contracts will not be arbitrary, capricious and/or discriminatory.

4. During the first teacher workday of the school year, there will be a meeting with any teachers interested in obtaining a continuing contract to review eligibility requirements. The meeting will be conducted by the Superintendent and the OFEA President. Any teachers in attendance at the meeting, may follow up with their building Principal regarding leadership activities.

11.4 **Seniority**

a. Seniority shall mean the length of continuous employment in a bargaining unit position, except for tutors, as follows:

i. Seniority shall begin to accrue from the first day worked in a bargaining unit position.

ii. Seniority shall accrue for all time a teacher is on active pay status.

iii. Time spent on inactive pay status (unpaid leave or RIF) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

iv. Full-time bargaining unit members shall accrue one (1) year of seniority for each year (at least 120 days or more) worked.

v. As of January 1, 1993, part-time employees shall accrue seniority prorated against the minimal full-time standard.

vi. No employee shall accrue more than one (1) year of seniority in any work year.

b. **Equal Seniority**

i. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.

ii. Ties in seniority shall be broken by the following method to determine the most senior employee:

iii. The employee with the first day worked; then

iv. The employee with the earliest date of employment (date of hire); then

v. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

c. For reduction in force purposes only, bargaining unit members employed under continuing contracts shall have preference over bargaining unit members employed under limited contracts.

d. **Loss of Seniority**

Seniority shall be lost when a bargaining unit member retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Board.

e. **Posting of Seniority List**

i. The seniority list shall be posted annually, by February 1 of each work year. The Board shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating by area of certification, licensure, or entry-level requirement, the first day worked, the date of Board resolution to hire, and the contract status (limited or continuing) of each bargaining unit member. Said list shall be provided to the Association President on or before the date of posting.

ii. The names of teachers on the seniority list shall appear in seniority rank order within areas of certification, licensure, or entry-level requirement, with the name of the most senior teacher appearing at the top of the listing and the name of the least senior teacher appearing at the end of this listing. The names of tutors shall appear in seniority rank order within areas of certification/licensure or entry-level requirements for all tutor-positions with the name of the most senior tutor appearing at the top of the listing and the name of the least senior tutor appearing at the end of the listing.

iii. The names of teachers who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, licensure, or entry-level requirement.

iv. The names of part-time teachers shall appear on the seniority list but shall be listed separately from the names of full-time teachers.

f. **Correction of Inaccuracies**

Each bargaining unit member shall have a period of thirty (30) days after a posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protection shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.

11.5 **Reduction in Force**

a. **Reductions Governed by O.R.C. 3319.17**

i. Reductions in force shall be for the reasons enumerated in Section 3319.17 of the Ohio Revised Code. Preference will be given to staff members on continuing contracts. Seniority shall not be a basis for determining the order of teacher dismissal for a reduction in force except when

deciding between teachers who have comparable evaluations. Evaluations will be deemed comparable when teachers earn the same Performance Rating (not Final Summative Rating) within a group as described below. The Ratings used to determine each group will be the Performance Rating assigned for the three prior evaluations most recently completed prior to the notice of reduction in force (Accomplished, Skilled, Developing, or Ineffective).

i. Comparison of the three year period shall be made by awarding points for each Performance Rating during the three year period. Accomplished = 4 points, Skilled = 3 points, Developing = 2 points, and Ineffective = 1 point.

ii. Comparable ratings shall be determined by the total points for three years.

Group One = up to 4 points

Group Two = 5 – 8 points

Group Three = 9 – 10 points

Group Four = 11 – 12 points

For a teacher with less than three evaluations a single point will be added for each year to total three years. For teachers who are exempted from the performance side of the evaluation process under Section 10.6(b), (c), or (d), the Performance Rating from the last formal evaluation will carry forward and be used in calculating the total points.

iv. Reductions in the affected area of licensure shall be made starting with the most junior limited contract teacher in Group One, and shall proceed sequentially, moving to limited contract teachers in Groups Two through Four, based on seniority within each group, before proceeding to teachers with continuing contracts in the affected area of licensure. The same sequence will then apply to continuing contract teachers, beginning with the most junior continuing contract teacher in Group One and proceeding sequentially through Groups Two through Four.

v. Any dispute regarding alleged noncompliance with t he provisions of the statute or the procedures set forth in this Article shall not be subject to the grievance procedure in Article 5, but rather shall be resolved through the judicial process. Staff members (except tutors) whose contracts may be suspended would

have recall rights to a position for which they are certified/licensed until such a position were offered. Tutors shall only have recall rights to tutor positions. Suspension of contracts provides the Board of Education with an option for reducing staff other than through the non-renewal of contracts.

b. **Definition of RIF**

A reduction in force (RIF) shall have occurred when the Board reduces or eliminates a position resulting in the need to suspend a teaching contract.

c. **Notification of Anticipated RIF**

If the Board determines a RIF may occur for the succeeding school year, the Board shall notify the Association in writing on or before the regularly scheduled May board meeting. Where the RIF occurs during the school year due to the return of a teacher from a long-term leave of absence, the Board shall notify the Association in writing as soon as practicable prior to the Board's action implementing the RIF. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the date of Board action to implement the RIF; and the effective date of the RIF.

d. **Implementation**

i. In determining the position(s) to be reduced, eliminated, or not filled, position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.

ii. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior bargaining unit member to be laid off before a less senior bargaining unit member. If a part-time teacher has greater seniority per Article 27, the teacher may be required to accept a full-time assignment.

iii. Layoff shall occur by suspension of contract. The limited contract of an affected bargaining unit member that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff. This does not preclude the non-renewal of a limited contract bargaining unit member in accordance with ORC 3319.11 and Section d(ii) above.

iv. A bargaining unit member to be laid off due to RIF shall be given ten (10) days advance written notification prior to the implementation of the RIF. The Association shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the Board's action to implement the RIF.

e. **Limitations**

i. No new hire shall be employed in a bargaining unit position until all eligible, laid-off bargaining unit members have been offered such position.

ii. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of a bargaining unit member on layoff status.

iii. No current, non-bargaining unit member shall be assigned to fill abargaining unit position while an eligible bargaining unit member remains on layoff status.

iv. Work previously performed by laid-off bargaining unit members shall not be subcontracted.

d. **Layoff Rights**

i. A bargaining unit member on layoff status shall have the following rights:

1. The right to continue receipt of group insurance coverage at the bargaining unit member's expense.

ii. Credit for salary placement, upon recall, for a teaching position held in chartered school while on layoff status.

iii. The right to be notified by mail of all postings for bargaining unit positions.

iv. The unchallenged right to unemployment compensation benefits when that bargaining unit member has not been offered an equivalent bargaining unit position during layoff.

v. Additional certification/licensure, license or entry-level requirements earned or reported while on layoff status shall be recognized for recall purposes, provided such information is filed with the Board prior to recall.

e. **Recall Rights**

i. Laid-off teachers shall be recalled in reverse order of layoff in keeping with contract status, certification, licensure, or other entry-level requirements for the bargaining unit position. Consistent with Article 26.1 and 26.2, laid off tutors shall be recalled in reverse order of layoff in keeping with certification/ licensure or other entry level requirements for tutor positions.

ii. The bargaining unit member shall be given seven (7) calendar days to accept such offer. If the bargaining unit member declines an offer of recall, the bargaining unit member will be deemed to have voluntarily resigned his/her teaching position.

iii. This procedure shall continue until all bargaining unit members on layoff status have been recalled, have retired under an Ohio state retirement system, or have voluntarily resigned. In any event, recall rights for limited contract teachers will expire four (4) years from the effective date of the layoff. Continuing contract teachers who provide the requisite notice will remain on the recall list indefinitely. Bargaining unit members on layoff who wish to retain recall rights must provide written notice on or before June 1 of each school year for the duration of the RIF of their interest in recall and a current address.

Article 12- LEAVES OF ABSENCE

12.1 **General**

The Board may grant an unpaid leave of absence, for up to two (2) school years, upon a bargaining unit member's written request. If such a leave is granted, the bargaining unit member, at his/her own expense, may continue to participate in group health insurance programs available through the Board by reimbursing the Board, in advance and on a monthly basis, the applicable premium rates.

12.2 **Personal Leave**

All teachers shall be granted three (3) days of non-cumulative paid leave each school year to transact personal business which cannot be attended to outside school hours. Teachers who are regularly employed after the start of the school year will have their personal leave prorated as follows:

Hired:	Sept./Oct./Nov.	3 days
	Dec./Jan./Feb.	2 days
	Mar./Apr./May	1 day

b. Personal leave must be taken in increments of not less than one-half (1/2) day.

c. Except for emergencies beyond the employee's control, notice of absence for personal reasons shall be given to the building principal or immediate supervisor at least three (3) days in advance by submission of the Personal Leave Form. In the event of such emergencies, the teacher shall file the personal leave form as soon as possible following the date(s) of absence.

d. Each teacher making application for personal leave shall submit the Personal Leave Form, electronically.

e. At the teacher's option, unused personal leave days shall either be paid to the teacher or transferred to the teacher's accumulated sick leave not later than July 30 of each year. Those days to be paid shall be based upon the BA-0 salary divided by 184.5. Any teacher who

does not use any personal leave will receive one (1) additional sick leave day at the end of the school year.

f. Effective with the 2019-2020 school year, all teachers shall be granted three (3) days of unrestricted non-cumulative paid leave each school year.

12.3 **Sick Leave**

a. All bargaining unit members shall be granted fifteen (15) days of sick leave per year accumulated at the rate of one and one-quarter (1-1/4) days for each month of service. Accumulation of sick days shall be unlimited. Sick leave must be taken in increments of not less than one-half (1/2) day.

b. Bargaining unit members may use sick leave for absence due to personal illness, illness or disability associated with pregnancy or delivery of a child, injury, exposure to contagious disease which could be communicated to others and for illness, delivery of a child, injury, or death in the bargaining unit member's immediate family. Any teacher requiring the use of sick leave must directly notify substitute service provider as soon as the teacher is aware of the need for the leave. Administrators' home or cell numbers will be provided for notification after the substitute service provider cut-off time. Any use of sick leave in excess of (or anticipated to be in excess of) five (5) consecutive workdays will require a physician's statement describing the reasons for and estimated length of the leave. "Immediate family" means spouse, son (in-law), daughter (in-law), mother (in-law), father (in-law), grandparent (in-law), brother (in-law), sister (in-law), grandchild, legal guardian or other person who stands in place of a parent (loco parentis) or others who are related to the bargaining unit member by blood or through marriage. In situations where sick leave is being used for delivery of a child of a member of the immediate family, sick leave will only be applied to the day(s) in which the family member is in the hospital. Sick leave does not apply to travel time or time not otherwise covered by this sick leave provision.

c. All bargaining unit members new to the system (first year teachers) shall be advanced five (5) days of sick leave. Additionally, any bargaining unit member shall be advanced five (5) days of sick leave in a given school year where the member has exhausted accrued sick leave. First year teachers who use their advanced/accrued sick leave in the first year will also be eligible for this additional five (5) day advancement of sick leave. Should any bargaining unit member leave the system prior to accumulating total sick leave used, such bargaining unit member shall reimburse the school District at his/her per diem rate for the total number of days absent beyond the amount of sick leave earned. Wherever possible, such reconciliation shall take place by appropriately adjusting the bargaining unit

member's final pay.

d. A birth mother may use up to six (6) weeks of accrued sick leave immediately following the birth of her child. The FMLA form will be completed for this leave. If additional time is required for medical reasons associated with the birth mother or child, a physician's statement describing the reasons for and estimated length of the leave will be required. The birth father may use up to ten (10) days of available sick leave during the first two (2) weeks following the birth of his child. Any use of sick leave beyond this period must be for the reasons specifically set forth in paragraph (b), above and for five (5) or more consecutive days will require a physician's statement describing the reasons for and estimated length of the leave.

12.4 **Military Service/Active Duty Reserves**

Teachers on military leaves, including reservists called to active duty, have the right to re-employment upon completion of military service granted upon terms and conditions and to the extent specified by Ohio Revised Code Section(s) 3319.14, 5923.05, or other applicable state or federal law. Each bargaining unit member on military leave may receive a salary equal to the difference between his/her expected salary and that of his/her replacement. Teaching credit shall be given the same as if the bargaining unit member on military leave was working in the system. A bargaining unit member on military leave may continue at his/her expense all fringe benefits at the group rate.

12.5 **Sabbatical Leave**

A. Sabbatical leave for study and research may be granted by the Board to bargaining unit members who have completed at least five (5) years of service in Olmsted Falls.

b. The Board shall grant sabbatical leave to no more than five percent (5%) of the bargaining unit members at one time.

c. Leave may not be granted to a bargaining unit member more often than once every five (5) years of service, nor any such leave be granted a second time to the same bargaining unit member when other bargaining unit members have filed a request for such leave.

d. A bargaining unit member who is granted a sabbatical leave will be required to return to the Olmsted Falls City Schools for at least one (1) year. This restriction shall not apply to bargaining unit members with twenty-five (25) years or more of teaching in Ohio. Upon return from such leave a teacher shall be entitled to reinstatement to a teaching position for which he or she holds a valid and unexpired certificate/ license. Tutors shall be entitled to reinstatement to a tutoring position

for which he/she holds a valid certificate/license.

e. A sabbatical leave may be granted for one (1) semester, one (1) full school year, or the last semester of one school year and the first semester of the following school year.

f. Each bargaining unit member on leave may receive a salary equal to the difference between his/her expected salary and that of his/her replacement. Teaching credit shall be given the same as if the bargaining unit member on sabbatical leave was working in the system. A bargaining unit member on sabbatical leave may continue at his/her expense all fringe benefits at the group rate.

g. Application for sabbatical leave shall be made to the Superintendent and shall include a plan for spending the leave which will contribute to the professional effectiveness of the applicant and the best interests of the school system. Upon return from such leave, the bargaining unit member will provide evidence that the plan was followed.

12.6 **Parenting Leave**

a. Any bargaining unit member who is a parent shall be, at her/his request and on the conditions set forth below, granted a leave of absence without pay.

b. How long a pregnant bargaining unit member may continue in her assignment is a matter best left up to the bargaining unit member and her doctor. It is expected that as long as she shall work the pregnant bargaining unit member shall perform all her duties adequately, maintain normal attendance, and fulfill all duties.

c. If a bargaining unit member or the partner of a bargaining unit member is pregnant, the leave may begin at any time after confirmation of the pregnancy. The bargaining unit member shall notify the Superintendent in writing as soon as he/she determines the date for the beginning of the unpaid parental leave and the anticipated date for return to service (see Appendix C). Insofar as possible, the application for parenting leave shall be made thirty (30) days prior to the beginning of the leave.

d. A bargaining unit member will be granted an unpaid parental leave of absence for up to the balance of a school year immediately following the birth of a child, upon exhaustion of paid sick leave per Section 12.3(d). Accordingly, such leave will end on the first June 30th after it begins. If the teacher and Superintendent agree, the teacher may return to service earlier.

e. The teacher may request and shall be granted an extension of unpaid parental leave beyond the school year in which the baby is born, up to a maximum of two (2) opportunities, not to exceed two (2) school years during the teacher's employment with the Board. The teacher must submit the request for the additional unpaid parental leave in writing the earlier of thirty (30) days prior to the expiration of the leave or April 1, using Appendix C. That extended leave will end on June 30th of the next school year unless an earlier return date is agreed to by the Superintendent.

f. Upon expiration of the first parenting leave, the teacher must return to service for at least one (1) full school year (e.g., one hundred eighty-four and one-half (184.5) days) before being entitled to any subsequent parenting and/or general leave. In a case where a general leave is needed by the teacher due to a situation other than the care of the child for whom a parenting leave was taken, a successive general leave may be approved by the Superintendent.

g. Upon return from an approved parental leave, the bargaining unit member will be entitled to reinstatement in the same position he/she held prior to the leave provided that the bargaining unit member returns to service during the same school year as the parental leave began. If that position is no longer in existence, the teacher shall be assigned to a substantially equivalent position for which he/she holds a valid, unexpired certificate/license. If the teacher takes a parental leave and returns to service after the end of the school year in which the parental leave began, he/she shall be entitled to reinstatement to a position for which he/she holds a valid, unexpired certificate/license. Consistent with Article 26.1 and 26.2, a tutor shall be entitled to reinstatement to a tutor position for which he/she holds a valid, unexpired certificate/ license.

h. No bargaining unit member shall use sick leave while on parental leave.

i. Except as otherwise provided in Section 12.10 - Family Medical Leave, bargaining unit members on parental leave may continue to participate in group health insurance programs available through the Board by reimbursing the Board, in advance and on a monthly basis, the applicable premium rates.

j. All provisions of this parental leave section apply to adopting parents, except the notification requirements will be reduced to match whatever days of advance notice the adopting parents receive in advance of receipt of custody of the adopted child.

12.7 **Adoption Leave**

a. A teacher is eligible for up to ten (10) days of available personal and/or sick leave during the first two (2) calendar weeks after custody is received (the "Adoption Leave Period"). Custody is considered "received" when the teacher departs to receive the child (if travel is required) or when the teacher obtains physical custody of the child (if travel is not required). If travel is required, the teacher must use available personal leave for travel time before using available sick leave. For example, if the teacher departs on Friday morning to receive the child, the teacher will be eligible for up to ten (10) paid workdays (if personal/sick days are available) during the two (2) calendar weeks commencing Friday. If the teacher departs Friday after the workday, the teacher will be eligible for up to ten (10) paid workdays (if personal/sick days are available) during the two (2) calendar weeks commencing Saturday. Should any portion of the two (2) calendar week Adoption Leave fall during a break period, the teacher will only use paid leave for the actual workdays (if any) that fall during that two (2) calendar week period, up to ten (10) workdays. If both adoptive parents are teachers employed by the Board, either or both are eligible for and may utilize Adoption Leave during the two (2) calendar week Adoption Leave Period.

b. Upon completion of the Adoption Leave Period, the teacher may be eligible for Parenting Leave and/or Family Medical Leave consistent with Sections 12.6 and 12.10 of this Article.

c. If any teacher who is eligible for Adoption Leave requests the use of paid sick leave anytime during the four (4) calendar weeks following the Adoption Leave Period, the administration may require a physician's note explaining the specific reasons why the teacher is unable to attend work. If the administration questions the validity of the employee or child's physician's explanation, it may seek a second opinion from a physician of the Board's choosing, at the Board's cost. The second opinion may be based on review of medical records, communications with the employee or child's physician, and/or a medical examination. Any abuse of sick leave will result in disciplinary action, up to and including termination of employment.

d. Any request for paid sick leave after completion of the four (4) calendar week period referenced in paragraph three (3) above will be governed by Section 12.4 of this Article.

12.8 **Jury Duty and Court Appearances**

a. A bargaining unit member who serves as a juror shall be entitled to retain the remuneration for said service in addition to receiving his/her

regular pay as a bargaining unit member. Any bargaining unit member who is called to jury duty during the school year will notify his/her building principal as soon as he/she receives a jury summons or other notice. Bargaining unit members will work with the building principal to obtain a deferral until summer break.

b. A bargaining unit member who is subpoenaed to appear in court in a criminal or civil matter in which he/she is not financially interested and in which he/she is not a litigant shall receive pay for such court appearance without the use of personal leave provided that the Superintendent approves. The Superintendent's disapproval shall not be arbitrary and capricious.

c. A bargaining unit member who is directed by the Board or its administrative agent(s) to appear in court on behalf of the Board shall receive his/her regular pay as a bargaining unit member and will not forfeit his/her personal leave.

12.9 **Assault Leave**

a. A bargaining unit member who is required to be absent due to physical injury resulting from an assault to the bargaining unit member which occurs in the course of a school-related activity, on school grounds, during school hours or at a school-sponsored function, shall be eligible to receive assault leave.

b. The bargaining unit member shall supply a certificate from a licensed physician stating the nature of the disability and its duration if medical attention is required. The Board shall grant assault leave for the duration of the disability and any recuperation period, not to exceed a total of ninety (90) days, to begin with the bargaining unit member's delivering to the Treasurer a signed Assault Leave Statement (Appendix G). The Assault Leave Statement will include the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault (if known), the facts surrounding the assault, the willingness of the bargaining unit member to cooperate fully with the Board in any legal action arising from the assault.

c. While on assault leave, the bargaining unit member shall be maintained on full pay status, including all insurance fringe benefit coverage, less any payments derived from Worker's Relief benefits.

d. Assault leave shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code, or leave granted under rules adopted by the Board pursuant to Section 3319.08 of the Ohio Revised Code.

e. Bargaining unit members shall not be permitted to accrue assault leave.

f. If legal action results, said bargaining unit member shall be granted leave of his/her professional duties with no loss of pay for necessary time spent in court.

g. A bargaining unit member who is injured as a result of his/her unjustified assault shall not be eligible for assault leave.

12.10 **Family Medical Leave**

a. **Eligibility**

i. An eligible employee may take up to twelve (12) work weeks of unpaid leave ("FMLA Leave") in any school year (July 1 to June 30) for one or more of the following circumstances:

1. the birth of an employee's child and to care for the child;
2. the placement of a child with an employee for adoption or foster care;
3. to care for the spouse, child, or parent of an employee when that family member has a serious health condition;
4. the employee's inability to perform the functions of the position because of the employee's own serious health condition.
5. for qualifying military situations arising when an employee's spouse, son, daughter, or parent is on active duty or is called to active duty status.

ii. An eligible employee may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the employee.

iii. To be eligible for FMLA Leave, employees must:

1. have been working for the Board for at least 12 months before the leave request (these do not need to be consecutive months); and
2. have worked at least 1,250 hours during the last twelve (12) months. Full-time certificated/licensed employees employed for at least 12 months are presumed to meet this requirement.

iv. In cases in which the Board employs both the husband and wife, the total amount of FMLA is twelve (12) weeks for the couple for the birth or placement of a child. In cases in which the Board employs both the husband and the wife, the total amount of FMLA is twenty-six (26) weeks for the couple if the leave is requested to care for a covered service member.

v. For purposes of this Section, a qualifying military situation arises when a teacher's spouse, son, daughter, or parent is on active duty or called to active duty status (i.e., not on active duty in the Armed Forces) and includes, but is not limited to, the following situations: Attendance at official military-sponsored events,

1. To provide or arrange for alternative childcare or schooling,
2. To make financial or legal arrangements to address the member's absence while on active duty,
3. Counseling,
4. Rest and recuperation, and
5. Post-deployment activities.

A. For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an outpatient status or on a temporary disability retired list.

vi. This policy does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under the negotiated agreement. However, consistent with paragraph e, if an employee is entitled to and takes paid sick leave for any circumstances set forth in (a)(1)-(4) above, the leave will be treated as and counted against FMLA Leave available under this Article and the employee must comply with the requirements of this Article.

vii. When an employee has been on sick leave for five (5) or more days, if the teacher is notified by the Board that said sick leave days qualify as FMLA leave and if the teacher does not believe he/she meets the criteria of a serious health condition, the teacher must notify the Superintendent/designee within fifteen (15) days of receiving the notice and shall explain why his/her sick leave use does not meet the criteria of a serious health condition. Unless the teacher again hears from the Superintendent/designee on this specific situation, the Superintendent/designee will correct the personnel files to reflect that

said sick leave use shall not also be considered to be FMLA leave. If the teacher does not notify the Superintendent/designee within fifteen (15) days, the correction will not be made.

b. **Notice**

i. The employee shall provide the Superintendent with no less than thirty (30) days prior written notice to take leave for the birth or placement of a child when the employee's need for leave is foreseeable. If the employee's need for leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to leave for the birth or placement of a child expires twelve (12) months after the date of birth or placement.

ii. Whenever the leave is necessitated by the serious health condition of the employee or her/his family member and is foreseeable based upon planned medical treatment, the employee shall provide the Superintendent with no less than thirty (30) days prior written certification issued by a health care provider to support her/his request for leave. If an employee requires intermittent leave as set forth below, the employee shall provide the Superintendent with no less than thirty (30) days prior written certification. If there is insufficient time to provide such notice because of the need for treatment, the employee shall provide notice as early as possible.

c. **Intermittent Leave and Reduced-Work Schedule**

i. When medically necessary, an employee may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the employee has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.

ii. However, where any employee employed principally in an instructional capacity requests intermittent leave or leave on a reduced work schedule for purposes of a spouse, child, parent or the employee's own serious health condition, and where the employee would be on leave for greater than 20% of the total number of working days in the period during which the leave would extend, such employee must elect either:

1. to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or

2. to transfer temporarily to an available alternative position (if any) offered by the Board for which the employee is qualified, and that

a. has equivalent pay and benefits; and
b. the Board determines better accommodates recurring periods of leave than the regular employment position of the employee. Superintendent/designee within fifteen (15) days, the correction will not be made.

i. If any other employee requests intermittent leave or a reduced-work schedule to care for the serious health condition of a family member or for the employee's own serious health condition, and the need for leave is foreseeable based on planned medical treatment, the Board may, in its discretion, temporarily transfer the employee to an available alternate position with equivalent pay and benefits if:

1. the employee is qualified for the position, and
2. the position better accommodates recurring periods of leave.

d. **Leave Near End of Semester**

i. If an employee begins any FMLA Leave more than five weeks prior to the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if:

1. the leave is of at least three weeks duration, and
2. the return to employment would occur during the three-week period before the end of the semester.

ii. If an employee begins FMLA Leave for purposes of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences five weeks prior to the end of the semester, the Board may require the employee to continue taking FMLA Leave until the end of the semester, if:

1. the FMLA Leave is of greater than two weeks duration and
2.the return to employment would occur during the two-week period before the end of the semester.

iii. If an employee begins FMLA Leave because of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences three weeks prior to the end of the semester and the duration of the FMLA Leave is greater than five working days, the Board may require the employee to continue to take leave until the end of the semester.

e. **Medical Opinion**

The Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated or

approved by the Board. If the second opinion is in conflict with the first, the Board may require, at the Board's expense, that the employee obtain the opinion of a third health care provider who shall be mutually agreed upon by the employee and the Board. The third health care provider's opinion shall be final and binding regarding eligibility for an FMLA Leave.

f. **Benefits**

The Board shall maintain coverage under the group health plan for the duration of the FMLA Leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium must be made by the first day of each month. The employee shall not accrue seniority, sick, vacation or personal leaves, or any other employment benefits during the leave period.

g. **Return to Work**

i. When an employee is medically able to return to work after a serious health condition, she/he shall provide the Board with a statement from her/his health care provider that the employee is able to resume the job functions for her/his position.

ii. At the end of an FMLA Leave, the Board shall restore an employee to the same or an equivalent position within a reasonable time according to the conditions set forth in Section 4. No employee shall be entitled to any greater rights, benefits or employment beyond that to which the employee would have been entitled had the employee not taken FMLA Leave.

iii. Should an employee not return to work at the end of the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the FMLA Leave period. An employee shall be required to support her/his claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the employee's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return.

h. **Construction**

Any ambiguities in this Article shall be construed to provide the basic coverage required by the Family and Medical Leave Act of 1993, as amended January 16, 2009. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act.

12.11 **Catastrophic Sick Leave Bank**

a. **Preamble**

The program will be monitored closely by the Catastrophic Sick Leave Bank Committee (hereafter, the "Committee") and evaluated annually. Any decision with regard to the continuation of the program or changes to the program will be made on a consensus basis.

The Catastrophic Sick Leave Bank is funded "by the employees for employees" and is administered by the Committee, which is made up of the President of the Association, two bargaining unit members appointed by the President of the Association, the Superintendent or designee, and the Building Principal of the building to which the applicant is assigned.

An application for the use of sick leave from the bank for the purpose of extending sick leave to an employee who has exhausted his/her own sick leave, personal leave, or vacation and who requires additional sick leave due to the employee's own catastrophic medical condition or the catastrophic medical condition of the employee's spouse/ partner or child, will be submitted to the Committee for consideration. The Committee's decision to approve or deny the application will be final, non-grievable, and the Committee will be held harmless. The participation in the Catastrophic Sick Leave Bank as either a donor or participant is voluntary.

b. **Definitions**

i. **"Catastrophic Medical Condition"**

An extraordinary debilitating or life-threatening illness or injury resulting in the need for additional sick leave. "Catastrophic" does not include a chronic or recurring medical condition. The employee must provide the Committee with certification from the attending physician verifying the existence of such an illness or injury, including verification that the illness or injury is debilitating or life-threatening.

ii. **"Participant"**

Any certified or licensed employee of the District (teacher or administrator), who is approved for use of sick days donated to the Catastrophic Sick Leave Bank.

iii. **Catastrophic Sick Leave Bank"** (CSLB)

An escrow account of donated sick leave, reflecting 1 day "banked" for every 1 day donated. For part-time teachers, the days donated would be prorated to reflect the teacher's part-time status.

c. **Catastrophic Sick Leave Bank Guidelines**

i. The participant may not be receiving any other form of pay (e.g., worker's compensation benefits or disability benefits).

ii. The participant must have exhausted all other available paid leaves.

iii. The participant will only be eligible to withdraw from the CSLB one time during any 12-month period.

iv. The participant must complete a "Catastrophic Sick Leave Bank Request Form." At that point, the employees will be notified of the need for contributions to the CSLB.

v. Donors will complete a "Catastrophic Sick Leave Bank Contribution Form." The donor will be notified of the number of sick leave days deducted from the donor's accrued total.

vi. Sick day contribution will not affect the perfect attendance of the contributing employee.

vii. Participants may donate sick leave days only if they have a minimum of 60 days of accumulated sick leave and may donate only days in excess of those 60 days to a maximum of 15 days per school year. For part-time employees, contributions will reflect the hours donated, prorated based on the part-time status. For example, a half-time teacher would donate one-half of a day, and would be eligible to receive donated leave in half-day increments.

viii. Days shall be contributed to the CSLB and granted from the CSLB without regard to the daily rate of pay of the CSLB recipient.

ix. A participant who receives credit pursuant to this section, shall continue to receive and accrue standard sick leave and health insurance.

x. The maximum amount of donated sick leave days that may be used by a participant shall be 90 days for any 12-month period.

xi. If a participant is incapacitated, requests for sick leave credits may be submitted by the participant's agent or a member of the participant's family.

xii. The District and the Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.

xiii. Awarded/donated days will be posted to the employee by pay periods. Only those days needed will be donated, up to the amount awarded by the CSLB Committee.

c. **Termination from using the Catastrophic Sick Leave Bank**

i. Termination of employment with the District

ii. Being on suspension without pay status

iii. Any abuse or misuse of the rules of this section

iv. Being on any other paid leave of absence

12.12 **Bereavement Leave**

A bargaining unit member may use accrued personal leave and/or up to five (5) days of accrued sick leave for a death in the "immediate family" (defined as spouse, son (in-law), daughter (in-law), mother (in-law), father (in-law), grandparent (in-law), brother (in-law), sister (in-law), legal guardian or other person who stands in place of a parent (loco parentis) or others who are related to the bargaining unit member by blood or through marriage. In the event a member requires more than five (5) sick leave days, the member will be required to submit a physician's statement describing the reasons for and estimated length of the leave. A member may use available accrued personal leave for death not related to an immediate family member.

Article 13- PROFESSIONAL REIMBURSEMENTS

The Board shall pay necessary and reasonable expenses, including fees, meals, lodging, tolls, and transportation incurred by a bargaining unit member who attends workshops, seminars, meetings, or conferences at the request of and with the permission of the bargaining unit member's principal, the Assistant Superintendent, and the Superintendent. In order to be reimbursed for such expenses, except mileage, receipts must be presented. The Board and the Association recognize that occasionally it is impractical to obtain a receipt; such undocumented expenses will be honored provided that they do not exceed two (2) dollars and further provided that the Superintendent approves a signed and dated statement from the bargaining unit member explaining why it was impractical to obtain a receipt. Reimbursement payments will be made by way of electronic disbursement.

Article 14 - SUMMER SCHOOL

An OFEA member who is interested in teaching summer school classes should so notify the Superintendent, in writing, on or before March 1st. Certified employees outside of the bargaining unit may be contracted to teach summer school if there is an insufficient number of teachers who have expressed an interest. The Board retains the right to determine the specific summer school offerings and the assignment of summer school staff. The hourly rate for summer school teachers shall be paid at a per diem rate based on the BA column, step 0 of the salary schedule.

Article 15- IN-SERVICE DAY

The content and format of the building and/or District professional development day will be developed with input from the BLT.

Article 16 - INSURANCE

16.1 **Health Insurance**

a. The Board will provide (Single and Family) health coverage comparable to or better than the MMO Super Med Select coverage in effect as of July 1, 2016 (include dependents through age 26), for participating bargaining unit members. The Board shall pay eighty-five percent (85%) of the cost of such coverage. Changes in the insurance coverage, to take effect July 1, 2016 include:

i. Co-insurance: 80% in network, with $750/1,500 out of pocket maximum; 60% out of network, with $1500/3,000 out of pocket maximum.

ii. Office visit co-pay: $20 primary; $20 specialist -- (routine office visits are covered at 100%, and is not subject to the deductible); $25 urgent care; and $50 emergency room.

iii. Deductible: In-network deductible $400/800; out of network deductible $800/1600.

Tutors will be eligible for coverage under the same terms as classroom teachers.

b. The Board shall purchase for each bargaining unit member a 20-40-60 drug program ($20.00 deductible – generic; $40.00 deductible – formulary; $60.00 deductible – legend), with $40-80-120 deductible for maintenance via mail order (90-day supply – generic, formulary or non-formulary).Where generic is available, the member will be required

to take generic unless the physician indicates on the prescription that formulary or legend are medically necessary.

c. **Southwest General Tier (SWG)**

i. Effective April 1, 2022, employees, through the consortium, will be offered a third tier to each District plan. The SWG tier provides for a $0 and 100% co-insurance tier along with lower copays. The SWG tier may be used at the option of employees. For employees using this option, MMO will process claims as either SWG, in-network or out-of-network. If the claim is considered an SWG claim, it will be included in the in-network out-of-pocket maximum accumulation.

16.2 **Dental Insurance**

The Board shall provide dental insurance coverage for each teacher and his/her eligible dependents which meets or exceeds the specifications below and is equal to the plan in effect for members of the bargaining unit on July 1, 2016. The Board shall pay eighty-five percent (85%) of the cost of such coverage.

Dental Specifications (16-0)
Maximum Benefits per covered person - $3,000
Deductible - Individual - $0 per year
Deductible - Family - $0 per year

Co-Insurance Amounts – Out-of-Network
Diagnostic and Preventive Services - 100% UCR*
Routine Dental Services - 80% UCR*
Major Dental Services - 50% UCR*
Orthodontic Services - 50% UCR*
($1,500 out-of-network lifetime maximum)

Co-Insurance Amounts – In-Network
Diagnostic and Preventive Services - 100%
Routine Dental Services - 90%
Major Dental Services - 60%
Orthodontic Services - 60%
($2,000 in-network lifetime maximum)*

* UCR for out-of-network dental/orthodontia services is 90%.

16.3 **Optical Insurance**

The Board shall provide optical insurance coverage for each bargaining unit member and his/her eligible dependents which provides for an annual benefit of $400 for frames and lenses for each eligible family member, in addition to an annual eye exam and all of the benefits

in effect as of July 1, 2016. The Board shall pay eighty-five percent (85%) of the cost of such coverage.

16.4 **Life Insurance**

The Board shall purchase from a carrier licensed by the State of Ohio group term life insurance for each bargaining unit member in the amount of either (1) two (2) times the teacher's salary, rounded to the nearest thousand, or (2) $50,000, at the teacher's option. The Board shall purchase from a carrier licensed by the State of Ohio group term life insurance for each tutor working twenty (20) or more hours per week in the amount of $22,000 or twice the eligible employee's salary, whichever is greater. The full cost of this program, and any increases, shall be paid by the Board.

16.5 **Professional Liability**

The Board shall purchase for bargaining unit members, from Nationwide Insurance Company or another carrier licensed by the State of Ohio, group professional liability insurance with the maximum limit of liability equal to the least of the following: (1) the statutory maximum purchasable for school employees by boards of education; (2) one million dollars ($1,000,000) or (3) the maximum amount underwritten in a standard school district liability insurance policy by the Nationwide Insurance Company. The full cost of this program, and any increases, shall be paid by the Board.

16.6 **Insurance Start/End Dates**

Any newly-employed bargaining unit member shall receive all the insurance benefits to which he/she is entitled under this Agreement as of his/her first active day of employment. Insurance coverage shall end for all members at the end of the month in which their employment ends.

16.7 **Waiver of Insurance Coverage**

Regular full-time bargaining unit members who are currently enrolled in or otherwise eligible for group health coverage under section 16.1 of this article who waive, in writing on or before October 1 of each year, the right to such insurance will receive a lump sum payment of $1,000, which payment will be made on the first pay period following completion of that benefit year. In the event 30 full-time employees waive coverage as of October 1, the incentive will increase to $1,500 for that school year. In the event more than 35 full-time employees waive coverage as of October 1, the incentive will increase to $2,000

for that school year. In the event more than 40 full-time employees waive coverage as of October 1, the incentive will increase to $2,500 for that school year. In no event will the incentive be less than $1,000 per school year for full-time employees. Part-time bargaining unit members who similarly waive coverage will receive a pro rata sum determined by the percentage equivalent to a full-time position. Any bargaining unit member who rescinds this waiver during the benefit year will receive no payment for the period of time in which the waiver was in effect. Abargaining unit member who rescinds the waiver due to a change in status during the year will have the ability to be reinstated under the Board's plan. A change in status is defined as a change in marital status, death of a spouse, or loss of insurance benefits of the spouse. The Board will make the Waiver of Insurance forms available to the Association before the end of each school year. The Association will be responsible for distributing the form to eligible members. The signed form must be returned to the Personnel Office by October 1. This provision will not be available to any member whose first day of employment is on/after July 1, 2014.

16.8 **Insurance Committee**

A long-range Insurance Committee will be established consisting of an equal number of representatives from the Association (appointed by the OFEA President), the administration, and the non-teaching employees. The Superintendent will appoint a facilitator of the committee. The committee's responsibilities include reviewing insurance costs, exploring program additions/modifications and providing timely information for the negotiations process. The committee will meet at least quarterly with individual committee members having the authority to submit agenda items. No change in the program (benefits) shall occur except through the negotiations procedure as provided for in Article 2 or under ORC 4117.

16.9 **Change in Insurance Carrier**

The Board retains the right to unilaterally change insurance carriers on the condition that (1) any change of carrier is first discussed with the Association, (2) the change in carrier will not affect the level of existing coverage and benefits, and (3) no member of the bargaining unit shall be subject to a decrease in insurance benefits as provided by the current carrier.

16.10 **Insurance for Part-Time Teachers**

The Board will pay a pro rata share of the health insurance coverage for each regular part-time teacher who is hired after the effective date

of this Agreement for a position of at least twenty-five percent (25%) and who elects to enroll. The pro rata share will be determined by the percentage equivalent to a full-time position specified in the teacher's contract. This provision will apply to all part-time teachers hired after December 31, 1992.

16.11 **Coverage for Couples Employed by the Board**

If a bargaining unit member's spouse is also employed by the Board of Education, the employee and spouse will only be eligible for family coverage under one of the health insurance plans offered by the Board. This in no way prohibits a spouse's ability to participate in the waiver per Section 16.7 for employees employed by the District as of July 1, 2000. The waiver in Section 16.7 is not available to spouses employed by the Board, effective July 1, 2018.

16.12 **Interim Income Protection**

The Board shall purchase, from a carrier licensed by the state of Ohio, long-term disability insurance for any bargaining unit member with less than five (5) years of STRS service credit. The benefit will terminate when STRS service credit equals five (5) years. The full cost of this program, and any increases, shall be paid by the Board. This provision will not be available to any member whose first day of employment is on or after July 1, 2021.

16.13 **Health Reimbursement Account**

The District recognizes that participation in the wellness program is an employee's personal choice and that it demonstrates a commitment to a healthier lifestyle. As a means to offset the premium costs to employees and to reward wellness participation, the District will provide a Health Reimbursement Account (HRA) by putting resources on an FSA/HRA card. The amount of resources that the employee will receive will be based on the employee's Vitality Program status listed below:

	Bronze	Silver	Gold	Platinum
Single	$25	$50	$75	$100
Family	$50	$100	$150	$200

Employees and their spouses are eligible for this HRA if they meet the following criteria:

Certified Staff .50 FTE or greater

16.14 **Spousal Surcharge**

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 may enroll in such employer (or public retirement plan) sponsored group insurance coverage(s) or be subject to a surcharge each month to stay on the Olmsted Falls City School District health insurance plan. The surcharge is two hundred dollars ($200.00) per month.

b. If the employee's spouse elects to take another health insurance plan other than the Olmsted Falls City School District plan and upon enrollment by the spouse in any such employer (or public retirement plan) sponsored plan, that coverage will become the primary payer of benefits, and the coverage sponsored by the Board will become the secondary payer of benefits. Primary coverage for children shall be the Olmsted Falls City School District plan.

c. Any spouse who is eligible and fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, shall be charged the appropriate surcharge as listed in paragraph (a) above.

d. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written 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. The employee shall use the certification form found in Appendix V to complete this documentation. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be charged the appropriate monthly surcharge to stay on their spouse's health care coverage with the Olmsted Falls City School District.

e. If the employee submits false information or fails to timely advise the plan of a change in his/her spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or

prescription drug insurance, and such false information or such failure by the employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of the appropriate monthly surcharge.

Article 17 - SALARY

17.1 The salary schedule consists of three (3) columns: B (Bachelor's Degree), V (150 semester hours, graduate or undergraduate), and M (Master's Degree).

a. Bargaining unit members shall be paid according to their training and experience as determined on the salary index (Appendix A) of this Agreement. Bargaining unit members hired on or after January 1, 1996 will require the earning of at least eighteen (18) semester hours beyond the date the BA degree was conferred for placement on Column V of the salary schedule.

b. The base salary will be increased by 3% for the 2024-2025 school year, by 3% for the 2025-2026 school year, and by 3% for the 2026-2027 school year. (Appendix A)

c. Except in special situations, credit must be earned at a "recognized school," which means a college or university which (1) is approved by the North Central Association Colleges and Schools or by one of the other regional accreditation associations and (2) is approved for the training of teachers by the State Board of Education, the State Department of Education, or the Division of Teacher Education and Certification of the State in which the college or university is located.

d. If credit is sought for web-based/internet and/or video/ correspondence courses, the bargaining unit member must seek approval from the OFLPDC.

e. Additionally, in those special situations where a bargaining unit member, because of the nature of his/her course of study and the limited course offerings available, believes a particular course offering will enhance his/her effectiveness, the teacher may submit a request for credit earned at a two (2) or four (4) year institution approved by the NCACS. The OFLPDC may, at its discretion, approve such a request.

i. As used herein, "hours" or "hours of credit" means semester hours. One semester hour equals one and one-half (1-1/2) quarter hours.

f. Credit will be recognized only if a passing grade has been earned in a course. Failing grades, grades of unsatisfactory or non-pass, and incompletes will not be recognized.

g. Bargaining unit members who are regularly scheduled to teach on a part-time basis and who do not qualify for annual increments pursuant to Division (A) of Section 3317.13, Ohio Revised Code, will be eligible for an incremental adjustment, if the Superintendent determines that the teacher is entitled to an incremental adjustment. The Board shall grant such an adjustment upon the Superintendent's recommendation pursuant to Section 3317.14, Ohio Revised Code.

h. In cases where courses are not approved, the OFLPDC chairperson will provide to the bargaining unit member written reasons for the denial. The bargaining unit member may appeal the decision of the OFLPDC to the OFEA members of the OFPDC for a final and binding re-consideration.

17.2 **Blocks of Credit**

a. Bargaining unit members shall be granted compensation beyond a salary level for blocks for programs related to elementary or secondary education or for approved degree programs related to the teacher's content area or areas that relate to instructional delivery or that enhance the educational process as follows:

i. Bachelor's Degree -
$200.00 per 5 semester (7.5 quarter) hour block to a maximum of six (6) such blocks.

ii. V Level on Salary Schedule -
$300.00 per 5 semester (7.5 quarter) hour block of graduate credit to a maximum of six (6) such blocks, provided that these block(s) were earned concurrent with or after the teacher attained the 150 semester (225 quarter) hour level (the V level) on the salary schedule.

iii. Master's Degree -
$450.00 per 5 semester (7.5 quarter) hour block of graduate credit to a maximum of thirteen (13) such blocks.

b. An application for approval of college course(s) must be completed by the teacher and approved by the OFPDC prior to college registration. Effective July 1, 2003, video/correspondence and internet/web-based courses may be approved for blocks of credit. In cases where courses

are not approved, the Superintendent/designee will provide to the bargaining unit member written reasons for the denial. The bargaining unit member may appeal the decision of the OFPDC to the OFEA members of the OFPDC for a final and binding re-consideration.

c. College transcripts or other evidence of completion of all hours earned must be in the Treasurer's office by the 15th day of September, and/or the 15th day of February of any school year for compensation to be given.

d. Credits eligible for blocks of credit are those earned after a teacher has received the license that is required for their employment.

Article 18 - EXTENDED SERVICE CONTRACTS

18.1 Effective with the 2019-2020 school year, bargaining unit members who work in their regular assignments beyond the required 184.5 days in the school calendar, exclusive of summer school teachers, shall receive a supplemental contract. Extended service contract days shall be compensated at the bargaining unit member's per diem rate.

18.2 Extended service contracts shall be issued for a term of not more than one (1) year, and must be renewed annually.

Article 19 - PERIOD SUBSTITUTION

19.1 Bargaining unit members who substitute for absent bargaining unit members during the school day shall be compensated in either of the following manners:

a. Thirty dollars ($30) for a substitution during the bargaining unit member's planning period.

b. Fifteen dollars ($15) for a substitution (a) during the bargaining unit member's duty assignment, (b) to both bargaining unit members where one bargaining unit member is removed from a two-bargaining unit member supervised study hall, and/or (c) where an additional group of students is added without additional supervision to a study hall.

19.2 Bargaining unit members who volunteer will be the first to be asked to substitute.

19.3 The principal may assign substitutes if no volunteers are available. The assigning of substitutes shall be on a rotational basis among available teachers.

19.4 **Long term absence planning**

a. The teacher will receive a day (or a day of sub pay $125 as of January 3, 2023) of planning/writing time to prepare and write 2 weeks worth of detailed lesson plans for when they leave, if possible.

b. When the long-term absence is sudden/unknown the Administrator notifies the Department Chair/Grade Level Leader of the issue and provides the Department Chair/Grade Level Leader (or another identified department/content teacher) a teacher release day or sub pay equivalent (currently $125 to do the work at another point in time) to create up to two weeks of sub plans to be used prior to the long-term sub starting.

Article 20- SEVERANCE PAY

20.1 A bargaining unit member employed by the Board who has completed a total of at least ten (10) years of service with the Olmsted Falls City School District, the State of Ohio, or any other political subdivision of the State, may elect at the time of retirement from active service to be paid for one-fourth (1/4) of the value of his/her accrued but unused sick leave credit to a maximum of ninety (90) days effective July 1, 1999. The word “retirement” shall mean service retirement under the State Teachers Retirement System of Ohio. The rate paid shall be the per diem rate of the bargaining unit member’s contract in effect at the time of retirement excluding supplementals under Article 25. Payment on this basis shall be considered to eliminate all accrued sick leave credit and such payment shall be made only once to any bargaining unit member.

20.2 In addition, any teacher who, at the time of retirement as defined in Section 20.1, has accumulated more than three hundred sixty (360) days of unused sick leave, will be paid an additional lump-sum at the rate of forty ($40) dollars per day for each unused sick leave day accumulated beyond three hundred sixty (360) days, as certified by the Treasurer.

20.3 The bargaining unit member must present satisfactory evidence to the Treasurer that he/she has been accepted for retirement benefits by the State Teachers Retirement System. After approval of this evidence, the Treasurer will cause a lump payment to be deposited into the 403(b) Special Pay Plan within a period of thirty (30) days. If any severance pay remains after the total maximum amount allowable has been deposited into the 403(b) Special Pay Plan, that excess shall be deposited into the 403(b) Special Pay Plan no later than January 31st of the year following the initial severance payment deposit.

20.4 Any bargaining unit member who dies prior to severing employment, who would otherwise have been entitled to a severance payment, shall be deemed to have severed employment the day preceding his/her death. Said severance payment shall then be paid to his/her surviving spouse or, if there is no spouse, to his/her estate in the manner as prescribed by law. Such payment shall be deposited into the 403(b) Special Pay Plan within a period of thirty (30) days. If any severance pay remains after the total maximum amount allowable has been deposited into the 403(b) Special Pay Plan, that excess shall be deposited into the 403(b) Special Pay Plan no later than January 31st of the year following the initial severance payment deposit.

20.5 **Retirement Incentive**

Any member who is eligible for an unreduced benefit and retires on June 30, 2021 or retires at the end of the school year in which they first become eligible for unreduced benefit in accordance with the applicable STRS rules in effect during the life of this Agreement is eligible for this benefit and elects to return to employment as a retire/rehire.

Incentive of five hundred dollars ($500.00) for each year of STRS service with OFCS up to a maximum of twenty (20) years.

Payment of incentive will be made in accordance with Section 20.5 – 403(b) Special Pay Plan. Forty percent (40%) paid by July 15 following the first year of retire/rehire employment. The remaining balance paid by July 15 following the second year of retire/rehire employment. If the employee is not offered a second year retire/rehire contract the balance will be paid in full by July 15 in year of separation.

The parties agree to enter into a LOU to capture any member who issues a retirement notice for the end of 2020-2021 school year by April 15, 2021. The intent will be to capture any member who is eligible to retire as June 30, 2021.

20.6 **403(b) Special Pay Plan**

a. Retiring members of the bargaining unit will have the total amount that otherwise would be payable to them as severance pay and/or retirement incentive under Article 20, Severance Pay, mandatorily paid into an annuity contract referred to as the “403(b) Special Pay Plan.” The terms of the 403(b) Special Pay Plan include the following:

i. Participation in the 403(b) Special Pay Plan shall be mandatory for any bargaining unit member actively employed on or after January 1, 2006, who would be entitled to severance pay and/or

a retirement incentive (if applicable) under Article 20, Severance Pay.

ii. An employer contribution shall be made on the behalf of the retiring teacher under the 403(b) Special Pay Plan in an amount equal to the lesser of:

1. The total amount of the Participant's severance pay and/or retirement incentive (if applicable) in accordance with Article 20.

iii. The maximum contribution amount allowable under the terms of the 403(b) Special Pay Plan.

b. The required retirement incentive contribution (if applicable) to the 403(b) Special Pay Plan shall be made within the time frame described in Article 20, Sections 20.3 or 20.4, whichever is applicable.

c. If after the timelines for severance and retirement incentive (if applicable) disbursements are exhausted, there is a remaining excess, it shall be paid in cash to the retiring bargaining unit member.

d. A bargaining unit member who is a participant in the 403(b) Special Pay Plan shall complete the applicable enrollment forms; and unless and until a bargaining unit member does so, no contribution of severance pay shall be made to the 403(b) Special Pay Plan on behalf of the bargaining unit member.

e. If a bargaining unit member is entitled to have a contribution paid to the 403(b) Special Pay Plan and dies prior to such contribution being paid to the 403(b) Special Pay Plan, the contribution shall nevertheless be paid to the 403(b) Special Pay Plan and then be paid to a Beneficiary of the bargaining unit member in accordance with the terms of the 403(b) Special Pay Plan.

f. The Plan year of the 403(b) Special Pay Plan shall be from January 1st through and including December 31st, with the first Plan year beginning January 1, 2006.

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

h. All contributions to the 403(b) Special Pay Plan, all deferrals to a TSA, and all check payments to bargaining unit members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with the 403(b) Special Pay Plan, deferrals to a TSA, or check payments made to a teacher.

i. If for any reason the statute and/or rules and regulations pertaining to 403(b) plans should change so as to cause potential harm to members of the Association, the Board and Association agree to immediately bargain the effects of such changes.

Article 21- MILEAGE REIMBURSEMENT

21.1 Bargaining unit members whose assignments require the use of their personal vehicles for travel will be compensated at the maximum IRS rate that does not require reporting such reimbursement as income for federal tax purposes. Adjustments to this rate shall be made as communicated by IRS. In no case shall adjustments be made retroactive. Reimbursement payments will be made by way of electronic disbursement.

Article 22 - PAY PERIODS

22.1 **Pay Procedure**

Salary payments for employees will be paid in 24 equal installments.

22.2 **Direct Deposit**

Bargaining unit members will have their pay directly deposited to any financial institution which is a member of the ACH (Automatic Clearing House) and can accept wire transfers. Direct deposit will be initiated upon notification to the Treasurer through submission of a direct deposit form and a voided check or copy of a canceled check, blank deposit tickets with proper coding, routing, transit and account numbers. Such notification must be made to the office of the Treasurer not later than August 10 to be effective for the succeeding payroll year and, once having made the election, cannot be changed for the balance of that year.

Article 23 - PAYROLL DEDUCTIONS

23.1 **Mandatory Salary Reduction Pick-Up Plan**

a. For the purpose of establishing an employee's federal and state taxable income, the Treasurer will report a reduction in salary to the Internal Revenue Service in the amount equivalent to the employee's annual contribution paid to the State Teachers Retirement System.

b. The Board's contribution to the State Teachers Retirement System, and hence the employee's salary for retirement purposes, shall be based on each employee's total wages prior to the reduction described in item 1 above.

c. By state law, the employee's taxable income for local income taxes must be based on total wages prior to the reduction described in item 1 above.

23.2 **Payroll Deduction**

A bargaining unit member may request payroll deductions for OFEA, NEOEA, OEA, and NEA dues, OEA-FCPE, and other deductions as mutually agreed upon by the bargaining unit member and the Board. These deductions shall be provided in accordance with established procedures. In the event any employee's contributions to a 403(b) or 457 Plan or TSA exceed the IRS Maximums, the employee will hold the Board harmless and will reimburse the Board through payroll deductions for any liability or penalty imposed upon the Board by the IRS.

23.3 **Association Dues Deductions**

a. Dues of the associations listed in Section 23.2 shall be deducted in ten (10) equal monthly payments beginning in October. This applies to both teachers and tutors. Tutors shall be deducted in nine (9) equal monthly payments beginning in October. These dues shall be transmitted to the appropriate association treasurer each month.

b. Dues deduction authorization shall continue until such time as the individual gives written notice to the Association to discontinue such deductions or until employment with the Board terminates.

c. Each teacher who leaves employment or takes a Board-approved unpaid leave will have his/her remaining dues deducted from his/her last paycheck.

d. The list of continuing members and authorization forms for yearly members shall be forwarded by the Association to the Board Treasurer's office by October 1 of each year. Additional names shall be forwarded as soon as possible for members who join after October 1 of each year. Notification requesting the discontinuance of continuing membership and/or dues deductions must be presented in writing to the Board Treasurer between September 1 and September 15.

e. Dues deductions shall be made in accordance with Board policy and procedure. The Association President and the Association Treasurer shall be notified immediately in writing when any Association dues deduction is discontinued.

23.4 **Hold Harmless**

a. If for any reason the Board fails to make a deduction for any employee as provided above, it shall make that deduction from the employee's next pay in which such deduction is normally made after the error has been called to the Treasurer's attention in writing by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure and out of or by reason of action taken in reliance upon authorization forms submitted for Association dues deductions. The Association agrees to assume full responsibility for correcting any and all errors arising out of the dues deduction process.

b. All payroll deductions shall be at no cost to the bargaining unit member or any association.

23.5 **Section 125 Plan**

a. Employees will be offered the opportunity to receive information about this option. It is understood that each individual's unique circumstances may make this Section 125 Plan more or less attractive as an option.

b. Start-Up - There will be no on-going or direct start-up costs to the BOE.

c. Third-Party Administrators - The parties agree that the BOE shall have the sole authority to select and contract with a Third-Party Administrator to manage and administrate the Section 125 Plan.

Administrative Charges - The monthly administrative fee shall be paid by the insurance fund.

d. Employee Paid Charges - The parties agree that those employees who enroll in the Section 125 Plan will be charged for administrative fees through payroll deduction.

e. Enrollment - To enroll, an eligible employee shall also be required to execute a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the employee's effective date of participation.

f. Termination of Participation - A participant shall no longer participate in this Plan upon the occurrence of any of the following events:

i. His termination of employment;

ii. His death;

iii. The termination of this Plan.

h. Termination of Employment - If a participant terminates employment with the employer for any reason other than death, his participation in the Plan shall be governed in accordance with the following:

i. With regard to the Dependent Care Flexible Spending Account, the participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such participant may submit claims for employment related Dependent Care Expense reimbursements for the remainder of the Plan Year in which such termination occurs, based on the level of his Dependent Care Flexible Spending Accounts of his date of termination.

ii. With regard to the Health Care Flexible Spending Account, the participant's participation in the Plan shall continue for the remainder of the Plan Year in which such termination occurs. The participant may continue to seek reimbursement from the Health Care Flexible Spending Account and shall be required to make contributions to the fund based on the elections made prior to the beginning of the Plan Year. However, such contributions after termination of employment shall be payroll deducted in a lump sum from the participant's final pay. If termination from the Plan is due to non-renewal of the employee's contract, death or involuntary termination, the employer will fund the participant's account based on the elections made prior to the beginning of the Plan Year.

i. Death - If a participant dies, his participation in the Plan shall cease. However, such participant's beneficiaries, or the representative of his estate, may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. A participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the administrator may designate the participant's spouse, one of his dependents or a representative of the estate.

j. Salary Redirection - Benefits under the Plan shall be financed by Salary Redirection sufficient to support benefits that a participant has elected hereunder and to pay the participant's premium expenses. The salary administration program of the employer shall be revised

to allow each participant to agree to reduce his pay during the Plan Year by an amount determined necessary to purchase the elected benefit. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the participant's elections made.

Article 24 - INCENTIVE FOR PERFECT ATTENDANCE

24.1 The Board will pay any bargaining unit member who has not been absent for any sick leave and/or personal leave and/or any unpaid leaves for the entire quarter of a school year, a bonus of one-half (1/2) day's pay (B-0 salary times index factor divided by 184); the bonus of qualifying part-time bargaining unit members will be adjusted in accord with the fraction of full-time service for which the part-time bargaining unit member is employed. This bonus will be paid by the Treasurer no later than July 30th following the school year in which the perfect attendance was achieved.

Article 25 - SUPPLEMENTALS/STIPENDS

25.1 **Curriculum Writing/Instructional Projects**

a. For purposes of this article, curriculum writing is the initial development or major revision of courses of study. Instructional projects are one (1) time activities of a limited duration with a specific outcome relating to the teaching/learning process. Special instruction projects must have the approval of the Superintendent or his/her designee.

i. Bargaining unit members who function as members of curriculum writing committees and other bargaining unit members whose task is the revision or development of courses of study compensated in accordance with the following schedule:

Levels	shall be
a.	$60
b.	$150
c.	$240
d.	$330
e.	$420
f.	$480

b. Placement on this schedule shall be made by the Assistant Superintendent in accordance with the scope of the project.

c. Completed curriculum work must meet the approval of the Assistant Superintendent and the resulting courses of study must be completed to satisfy the standards of the Ohio Department of Education. Upon satisfactorily achieving special instructional targets, the Assistant Superintendent will approve compensation.

d. Placement on the above schedule is not subject to the grievance procedure included herein.

25.2 **Adjustments**

The Superintendent and the OFEA President will mutually agree in writing through a memorandum of understanding to the creation of any new supplemental/stipend and to any minor additions, modifications, and deletions to the schedule of stipends or supplemental salary offerings and/or categories. Distribution of any memorandum of understanding to the OFEA membership will be the responsibility of the OFEA. Any disputes arising under this Article will be addressed by the Superintendent and will not be subject to the grievance procedure.

25.3 **Unpaid Pilot Programs/New or Adjustment to Existing Supplementals or Stipends**

a. Bargaining unit members who have an interest in creating a new supplemental or stipend opportunity or make change to an existing supplemental or stipend may indicate such interest by applying in writing to the building principal or Athletic Director. The written application shall describe in detail the new supplemental/stipend concept. Upon receipt of the written application, the building principal will review and offer suggestions to the bargaining unit member. If agreement is reached by the principal and teacher, they will present the final proposal to the Superintendent/designee for his/her consideration.

b. The Superintendent/designee will confer by May 15th with the OFEA President/designee regarding the submitted written application and the parties shall agree to one of the following:

i. acceptance and implementation of the new supplemental/ stipend;

ii. rejection of the new supplemental/stipend; or

iii. creation of an unpaid pilot program.

c. Subject to favorable annual review and by written mutual agreement of the Superintendent and the OFEA President, a pilot program may become a supplemental or stipend listed in Sections 25.7 or 25.8 of this Article.

25.4 **Pre-employment Commitments**

a. Effective May 31, 1999, any new bargaining unit member who agrees to accept one or more supplemental contracts will sign a pre-employment commitment of no more than three (3) years.

b. In the event of a mutual agreement to resign from the commitment or if circumstances occur which would alter the member's ability to continue the commitment during the term of the pre-employment agreement, the agreement shall be set aside. Examples of such circumstances include, but are not limited to: Illness or disability of the employee or of the employee's immediate family; an approved leave of absence; the reduction in force of the employee; a change in building assignments; a personal tragedy in the immediate family; or documented deficiencies. The bargaining unit member will meet with the Superintendent or designee to discuss the specific reasons for being released from the commitment.

c. The OFEA, through its President or designee may, upon request, review and examine the terms of the pre-employment commitment.

d. No adverse action will be taken should the member need to set aside the commitment or opt not to continue in the supplemental position after the initial three (3) year commitment.

25.5 **Changes in Supplemental Categories**

Annually, the Board of Education shall denote any changes to and shall publish the "Supplemental Salary/Stipend Categories" found in this Article (Sections 25.7 and 25.8). Nothing in this Article shall be construed to require the Board to create or to fill any supplemental contract position.

25.6 **Supplemental/Stipend Compensation**

Any member who held a supplemental contract for an Academic Stipend position reflected in section 25.8 during the 2013-14 school year and who is continuously reemployed under that same supplemental contract in subsequent years will be paid the greater of the salary received during the 2013-14 school year or the salary reflected in the

Academic Stipend scale in section 25.8. Any member who is newly employed under a supplemental contract for an Academic Stipend position reflected in section 25.8 beginning with the 2014-15 school year will be paid in accordance with section 25.8.

Supplemental/Stipend contract services are not intended to compensate for time during the regular work day.

New supplemental/stipend contract language will go into effect for the 2018-2019 school year. All newly employed supplemental positions will be compensated in accordance with section 25.7. All newly employed stipends positions will be compensated in accordance with section 25.8.

Any member who held a supplemental or stipend during the 2017-2018 school year and is continuously reemployed under that same contract in subsequent years will be paid the greater of the following:

a. In accordance with section 25.7 or 25.8 2017-2018 salary received (until such year that the compensation listed exceeds the 2017-2018 salary)

b. Contract payment will occur as follows:

i. Contracts for a season-long service will be paid in full in the next regular pay after the conclusion of the regular season. Pay date will be listed on contract.

ii. Contracts for a year-long service will be paid 50% in the first regular pay in January and balance paid in the second regular pay in June. Pay date will be listed on the contract.

25.7 **Supplemental Salary/Stipend Categories as of July 1, 2017**

GROUP A	GROUP D	GROUP G
Band Director (Marching Band & Summer Band)	Assistant Baseball Coach	Assistant Cheerleading Advisor
Head Boys Basketball Coach	Assistant Boys Soccer Coach	Fall Assistant Cheerleading Advisor
Head Football Coach	Assistant Girls Soccer Coach	Winter Assistant Tennis Coach
Head Girls Basketball Coach	Assistant Softball Coach	Assistant Gymnastics Coach
Head Wrestling Coach	Assistant Swim Coach	Bowling Coach
Dramatics/Stagecraft Advisor	Assistant Track Coach	MS Asst. Softball Coach
Strength & Conditioning Coach	Assistant Volleyball Coach	MS Cross Country Coach
	Assistant Boys Lacrosse Coach	MS Track Coach
GROUP B	Assistant Girls Lacrosse Coach	Assistant Golf Coach
Head Baseball Coach	9th Grade Boys Basketball Coach	Cheerleading Advisor
Head Softball Coach	9th Grade Football Coach	(MS) 5th Grade Band Instructor
Head Track Coach	9th Grade Girls Basketball Coach	Golden Bullettes Coach
Head Volleyball Coach	9th Grade Wrestling Coach	
		GROUP H
GROUP C	**GROUP E**	HS Solo and Music Ensemble
Assistant Boys Basketball Coach	9th Grade Baseball Coach	
Assistant Football Coach	9th Grade Softball Coach	**GROUP I**
Assistant Girls Basketball Coach	9th Grade Volleyball Coach	Golden Harmonies – MS
Assistant Wrestling Coach	Drama Club Director (MS)	Jazz Band Director - HS
Athletic Events Supervisor	Head Boys Cross Country Coach	Jazz Band Director - MS
Head Boys Soccer Coach	Head Gymnastics Coach	Percussion Ensemble Director (MS)
Head Girls Soccer Coach	Head Golf Coach	
Head Swim Coach	Head Hockey Coach	
Head Boys Lacrosse Coach	MS Athletic Supervisor	
Head Girls Lacrosse Coach		
Assistant Band Director (Marching Band & Summer Band)	**GROUP F**	
Assist Dramatics/Stagecraft Advisor	MS Basketball Coach	
Middle School Athletic Director	MS Football Coach	
	MS Softball Coach	
	MS Volleyball Coach	
	MS Wrestling Coach	
	Assistant Cross Country Coach	
	Assistant Hockey Coach	
	Head Cheerleading Advisor	
	Fall Head Cheerleading Advisor	
	Winter Head Boys Tennis Coach	
	Head Girls Tennis Coach	

25.8 **Student-related Stipends – 2017-2020 School Years**

[Note: A mentor may agree to a combination of assignments with corresponding compensation – i.e. an assignment to an RE-1, an RE-2 and 2 NDTs.]

Description	Amount per Full FTE
Department Chairs and grade level leaders	$ 2,500.00
Additional Ensemble – Middle/High School	$ 1,500.00
Assistant Publications (HS)	$ 500.00
Assistant Athletic Director	$ 5,500.00
Art Club Advisor	$ 500.00
Art Show (IS, MS & HS)	$ 400.00
Artsonia (PS)	$ 500.00
Academic Coach (HS)	$ 3,000.00
Asst. Academic Coach (HS)	$ 1,000.00
Academic Coach (MS)	$ 1,000.00
After School Activities Basketball (1-8)	$ 1,500.00
Athletic Event Game Day - Worker	See Appendix R
Auditorium Operation Manager	$ 2,300.00
Bulldog Buddies – MS	$ 1,800.00
Bulldog Broadcast Advisor	$ 500.00
Chess Club Advisor (MS)	$ 500.00
Chess Club Advisor (IS)	$ 500.00
District Band Coordinator	$ 1,500.00
District Basketball Coordinator	$ 1,500.00
District Football Coordinator	$ 1,500.00
Director of Private Music Instruction	$ 1,500.00
District Vocal Coordinator	$ 1,500.00
District Volleyball Coordinator	$ 1,500.00
District Wrestling Coordinator	$ 1,500.00
EL Parent Mentor	$2,000.00
Elementary Choir Director	$ 1,500.00
Environmental Club Moderator	$ 500.00
Faculty Manager – Fall, Winter, Spring	$ 1.00
French Club Advisor (HS)	$ 500.00
Fitness Club (MS)	$ 600.00
Forensics Advisor (HS)	$ 3,000.00
Assistant Forensics Advisor (HS)	$ 1,000.00
Gifted Coordinator (District)	$ 3,000.00
Helping Hands Advisor (District)	$ 750.00
Helping Hands Advisor (Building)	$ 500.00
Homework Club (MS)	$ 2,000.00

IAT Membership (All Buildings)	$ 1,000.00
International & Multi-Cultural Club (HS)	$ 500.00
Jump Rope Club	
Junior Class Advisor (HS)	$ 1,200.00
Kiwanis Club Advisor (HS--Key Club)	$ 2,300.00
Kiwanis Club Advisor (IS--K-Kids) (PS – Terrific Kids)	$ 1850.00
Lead Mentor (District)	$ 4,000.00
Magic The Gathering Club	$ 500.00
Math Club Advisor (MS)	$ 500.00
Math Club Advisor (IS)	$ 500.00
National Board Certification (1-time award)	$ 3,000.00
National Honors' Society Advisor (HS)	$ 2,300.00
Newspaper Advisor (HS)	$ 500.00
Newspaper Advisor (MS)	$ 1,800.00
Newspaper Advisor (IS)	$ 1,200.00
OFPDC Committee Member	$ 2,200.00
OFPDC Committee Chair	$ 500.00
PEP Band (10 event minimum)	$ 750.00
PEP Band Additional Events (up to 10)	$ 75.00/event
Percussion Director – High School	$ 1,500.00
Photography Club Advisor – Middle School	$ 1,800.00
Power of the Pen Advisor (MS)	$ 1,500.00
Power of the Pen/Pen Ohio Advisor (HS)	$ 1,500.00
Prof Dev During Non-Contr. Time	$ 100/day
SAAD	$1,000.00
Science Club (OFIS)	$ 450.00
Student Ambassadors (HS)	$1,800.00
Student Council Advisor (HS)	$ 2,300.00
Student Council Advisor (MS)	$ 2,300.00
Student Council Advisor (IS)	$ 2,000.00
Forensics Advisor (HS)	$ 3,000.00
Ultimate Frisbee	$ 2500.00
Video Game Club	$ 500.00
HS Theater	
Technical Director – (HS)	$ 2,000.00
Business Director – Fall Play (HS)	$ 750.00
Business Director – Spring Play (HS)	$ 750.00
Choreographer – Spring Play (HS)	$ 1,500.00
Music Director – Spring Play (HS)	$ 1,500.00
Music Director – MS Musical	$ 1,000.00
Set Director – Spring Play (HS)	$ 2,000.00
Ski Club – High School	$ 1,500.00
Ski Club – Middle School	$ 1,500.00
Tier 1 Mentor (per RE-1 capped at 2)	$ 2,000.00

Tier 2 Mentor (per RE-2 capped at 2)	$ 2,000.00
NTD/NTA Mentor (lump sum capped at 4)	$ 500.00
Traffic Control Morning (All Buildings)	$ 1,000.00
Traffic Control Afternoon (All buildings)	$ 1,000.00
Visual Band Coordinator	$ 750.00
Washington DC Supervision (MS)	$ 100.00/day
Web Coordinator	$ 1,800.00
Weight Room Supervisor – HS (Fall, Winter, Spring, Summer)	$ 4,000.00
Winter Intramural Basketball Coordinator – HS	$ 1,000.00
Yearbook Advisor - High School	$ 500.00
Youth Program Activities Coordinator	$ 1.00
Youth Wrestling Coordinator	$ 1,200.00

Article 26 - TUTORS

26.1 Tutors, as identified under Article 1, subsection C, are certificated/licensed hourly employees hired on an as-needed basis. Tutors who have been employed five or fewer years will be employed under one-year limited contracts. Beginning in year six, tutors will receive two-year limited contracts. Tutors work with small groups of students and/or individuals and their positions are primarily funded by sources other than the general fund.

26.2 Tutors are employed by the Board of Education are not eligible for consideration or receipt of continuing teaching contracts. Tutors whose limited contracts are not renewed for the coming school year for reasons other than performance and who hold the appropriate certificates/licenses will be reemployed for positions which become available on the basis of seniority among all such tutors. Tutors will receive in writing no later than two weeks after the final workday of each year their tentative assignment for the next school year. Tutors' seniority will be maintained in the same manner as in Article 11, E, but shall only apply among tutors. The RIF process for tutors will follow the same process as used for teachers in Article 11 F.

26.3 Tutors shall report to their building principal who is the immediate supervisor and responsible for scheduling and evaluating tutors. All tutors will be evaluated in the same fashion as teachers under Article 10. For tutors for whom student growth measures cannot be linked, the tutor's summative rating will be determined based on only the OTES performance evaluation.

26.4 Tutors shall be granted fifteen (15) paid sick days per year, for personal illness or illness or death in the immediate family accumulated at the rate of one and one-quarter (1-1/4) days for each month of service. Accumulation of sick days shall be unlimited.

26.5 Consistent with the personal leave procedures set forth in Article 12 B, tutors who are scheduled for twenty-five (25) hours or more per week are eligible for three (3) days of non-cumulative paid personal leave each school year as defined in Article 12. Tutors who are scheduled less than twenty-five (25) hours per week are eligible for two (2) days of non-cumulative paid personal leave each school year. Except for emergencies beyond the tutor's control, a request for personal leave must be made at least five (5) days in advance. Any unused personal leave days at the end of the school year shall be converted to unused accumulated sick leave at the rate of one-half (1/2) sick leave day per unused personal leave day by the end of July of each year. Alternatively, the employee may elect a cash sum for each unused personal leave day calculated at the tutor's daily rate.

26.6 Tutors shall receive five (5) minutes of duty-free preparation time for each hour worked.

26.7 Tutors will be treated in the same fashion as other teaching employees in the event of a calamity day.

26.8 The parties recognize the importance of tutors providing service to students. As such, every effort will be made not to utilize tutors as substitutes to provide coverage for regular classroom teachers. In the event a tutor is asked to provide classroom coverage and/or supervise students during the tutor's preparation time, he/she will be compensated $20/per hour in increments of one hour.

26.9 Every effort will be made to limit the number of students assigned to a student workgroup at the elementary level to five (5).

26.10 **Compensation**

a. Tutors who are not licensed to work with and/or are not assigned to work with students on individual education plans (IEPs) will be paid at an hourly rate on the following schedule:

i. First year of employment: .00055 of the teachers' base salary (BA column, step 0).

ii. Second year of employment: .0006 of the teachers' base salary (BA column, step 0).

iii. Third year of employment: .00065 of the teachers' base salary (BA column, step 0).

iv. Fourth year of employment: .0007 of the teachers' base salary (BA column, step 0).

v. Fifth year of employment and beyond: .00075 of the teachers' base salary (BA column, step 0).

vi. Sixth year of employment and beyond: .0008 of the teachers' base salary (BA column, step 0).

b. Tutors who are licensed to work with and are assigned to work with students on individual education plans (IEPs) will be paid at an hourly rate on the following schedule:

i. First year of employment: .00055 of the teachers' base salary (BA/V/MA column, step 0).

ii. Second year of employment: .00060 of the teachers' base salary (BA/V/MA column, step 0).

iii. Third year of employment: .00065 of the teachers' base salary (BA/V/MA column, step 0).

iv. Fourth year of employment: .00070 of the teachers' base salary (BA/V/MA column, step 0).

v. Fifth year of employment and beyond: .00075 of the teachers' base salary (BA/V/MA column, step 0).

vi. Sixth year of employment and beyond: .0008 of the teachers' base salary (BA/V/MA column, step 0).

c. Tutors shall be compensated for all time between their report to work time and the time they leave work at the end of the workday. Any time worked beyond the regular workday must be pre-approved by the building principal and will be compensated at the tutor's prorated per diem rate of pay. Tutors will not be eligible for compensatory time.

d. Tutors shall be granted compensation beyond a salary level for blocks for programs related to elementary or secondary education or for approved degree programs related to the tutor's content area or areas that relate to instructional delivery or that enhance the educational process as follows:

i. $200 per 5 semester (7.5 quarter) hour block to a maximum of ten (10) such blocks

e. Upon completion of fifteen years in the district, a tutor will receive an annual longevity stipend of $500. Upon completion of twenty years in the district, a tutor will receive an annual longevity stipend of $750. Upon completion of twenty-five years in the district, a tutor will receive an annual longevity stipend of $1,000.

26.11 Tutors who work at least six (6) hours per day will be considered to be full-time employees and shall be provided full participation in the Board's health insurance programs and waiver option, consistent with Article 16. Tutors employed less than full time shall be eligible for participation in the health insurance provisions on a pro rata basis.

26.12 **Tutors fulfilling long-term substitute positions:**

a. Long-term substitute positions shall be posted for five (5) days and all tutors shall be eligible to apply for such positions. Assignment of a long-term substitution position shall be determined by Administration from submitted applications. This procedure shall supersede the posting and filling of vacancies procedure established within Article 8 of the current negotiated agreement between the Board and the Association.

b. The tutor's assigned duties will be those of the long-term substitute.

c. While serving as a long-term substitute, the tutor will remain a member of the Olmsted Falls Education Association bargaining unit and shall be entitled to all benefits and provisions of the negotiated agreement between the parties.

d. The tutor will remain and be compensated at his/her current hourly rate of tutor pay.

e. The tutor will continue to accrue seniority on the tutor seniority list.

f. The tutor will be compensated for the total hours worked within the school day.

g. Tutor duties temporarily vacated due to the assignment of a long-term substitute position may be fulfilled by substitute coverage.

h. At the conclusion of the long-term substitute assignment the tutor will return to his/her original assignment.

i. This MOU supersedes Articles 1.4 a-d (60-day requirement for bargaining unit membership), 26.6 (duty free preparation time for tutors), and 26.8 (limitation of utilization of tutors as substitutes) for tutors assigned to a long-term substitution position.

Article 27- MANAGEMENT RIGHTS

The Board retains and reserves those rights of management as set forth in R.C.4117.08(C)(1)-(9), except where modified by this Agreement.

Article 28 - WORKING CONDITIONS

28.1 Complaints

a. The complaint procedure established in this Article shall be applicable to any complaint regarding a bargaining unit member by a student, district employee, parent, or community member if it is of major importance or may become part of the personnel file. This complaint procedure will also apply to any complaints regarding supplemental contract activities.

b. If an administrator receives a complaint about a bargaining unit member, the administrator shall advise the complainant to discuss the matter with the bargaining unit member and give the bargaining unit member the opportunity to correct any possible error or misunderstanding. The administrator shall inform the bargaining unit member (and the building administrator(s) if applicable) within three (3) work days of receipt of the complaint. If a meeting is scheduled between the bargaining unit member and complainant by the bargaining unit member, either the bargaining unit member or the complainant may request the administrator be present.

c. If the complainant refuses to discuss the matter with the bargaining unit member one on one, then the administrator may set up a meeting involving the complainant and/or the bargaining unit member as well as the administrator to attempt to resolve the issue. Unless the bargaining unit member otherwise agrees, the meeting will not take place until at least one day after the administrator has notified the bargaining unit member of the complaint and the meeting. Prior to the meeting with the complainant, the administrator shall have discussed

the concern/complaint with the bargaining unit member.

If the complainant refuses to give his/her name or refuses to attend the aforementioned meeting, then the complaint will not be placed in the bargaining unit member's official personnel file. Nor will disciplinary action be taken based on an anonymous complaint that has not been substantiated through an investigation.

d. No complaint will become part of a bargaining unit member's personnel file until the procedures above are followed. If after the procedures above are followed and administration determines the complaint has no merit, the concern/complaint will not become part of the official personnel file. An anonymous complaint may lead to an investigation, but the anonymous complaint cannot become part of the official personnel file. If a complaint becomes a part of the official personnel file of the bargaining unit member, a copy shall be provided to the bargaining unit member and the bargaining unit member shall have the opportunity to rebut the complaint in writing.

e. In the event the complaint is brought under a Board policy, the procedures set forth in that policy will govern the complaint process.

28.2 **Resident Educator/Mentoring Program**

a. **Philosophy**

i. The Resident Educator Program for new teachers has been established to promote a sharing of information and expertise between a Mentor and those new to the District or those who have had a substantive change of assignment. The Mentor Program will help teachers grow professionally and receive needed professional development and personal support.

b. **Purpose of Resident Educator Program**

The Resident Educator Program for beginning teachers will provide the newest educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The two-year Resident Educator Program created by statute is designed to provide newly licensed educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

c. **Definitions**

i. **Mentor**
A mentor is an experienced teacher trained and assigned to provide professional support to a resident educator following the guidelines and protocols of the Resident Educator Program. A mentor may also provide professional support to a new-to-district teacher or a new-to-assignment teacher.

ii. **Resident Educator**
A resident educator (RE) is a teacher employed under a resident educator license.

iii. **New-to-District Teacher/New-to-Assignment Teacher**
These are experienced teachers with professional licenses who are either new to the district (NTD) or are new to assignment (NAT) involving a substantive change in teaching assignment (building, subject matter, or grade level).

d. **Mentor Qualifications**

i. The mentor must have a minimum of three (3) consecutive years of teaching experience in the district.

ii. The mentor must be trained through the Ohio Department of Education's state mentor training program, at no cost to the mentor.

iii. The mentor must hold a valid teaching certificate/license and may be assigned to a NDT, a NAT, or a RE with the same area of certification/licensure or content assignments..

iv. The mentor must have demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

e. **Mentor Selections**

i. **Mentor**

1. A bargaining unit member willing to serve as a Mentor for the forthcoming academic year will submit his/her name in writing to the building principal(s) on or before May 1.

2. The Lead Mentor shall create a District-wide list of volunteers by building by May 15.

3. Building principal(s) will recommend to the Superintendent/ designee an appropriate match of Mentor and Mentee. If no

qualified volunteer is available from the building list, a trained Mentor shall be appointed by the principal with input from the Lead Mentor and approval from the Superintendent/designee. Efforts shall be made to house Mentors in the same building, grade level and/or subject area.

4. All qualifications being equal, OFEA members will be given first priority to become Mentors.

5. The Superintendent/designee will compile a current list of Mentors and Mentees and forward it to the Lead Mentor as soon as the assignments are completed. This list shall be updated as necessary throughout the school year.

6. The Lead Mentor will provide a list to the OFEA President.

7. In the event of irreconcilable differences, the Mentor and Mentee shall meet with the Lead Mentor for dispute resolution. If the conflict cannot be resolved, the Superintendent/designee will assign a new Mentor. Compensation will be prorated.

ii. **Lead Mentor**

The Lead Mentor position shall be posted and filled in accordance with the supplemental posting procedures in Article 8.

f. **Mentor Responsibilities**

i. A lead mentor is responsible for coordinating and organizing the Resident Educator/Mentoring Program.

ii. The mentor teacher shall carry out the Resident Educator Program in conjunction with the RE as developed by ODE and/or mentoring of the NDT and NAT.

iii. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the RE. The mentor may voluntarily attend regional mentor network meetings, subject to the approval of the administration.

iv. The mentor does not have a formative evaluative role. The mentor's sole role is to support the growth of the RE as an instructional mentor through the formative assessment tools.

g. **Resident Educator Release Time**

The RE shall be provided release time not to exceed two (2) days per year for the purpose of observing classes. The days may be used in half (1/2) day increments and shall be coordinated by the building principal/immediate supervisor.

h. **Mentor Compensation**

i. Release time shall be provided to the mentor teacher as mutually agreed upon with the building principal. The maximum number of year one REs (RE-1) a mentor teacher may have is two (2) per year.

ii. In addition to the mutually agreed upon released time, mentors shall be paid a stipend on the following basis:
Tier I Mentor - $ 2,000 per RE-1 (capped at 2)
Tier II Mentor - $ 2,000 per RE-2 (capped at 2)
NTD/NTA Mentor - $500 lump sum (capped at 4)

[Note: A mentor may agree to a combination of assignments with corresponding compensation – i.e. an assignment to an RE-1, an RE-2 and 2 NDTs, for a total stipend of $4000].

iii. Lead Mentors shall be paid a $4,000 stipend.

i. **Resident Educator**

i. Each NDT, NAT, and RE shall be given an initial orientation on the following matters by their mentor:

1. The pupils and community to be served;

2. School policies, procedures and routines;

3. Courses of study, competency-based education programs and responsibilities for lesson plans;

4. The layout of the facilities of the assigned school building(s);

5. The nature of the Resident Educator Program which will be provided; and

ii. Any additional information a resident educator may need to be adequately prepared for a specific assignment.

j. **Protections**

i. No RE shall be required to remain in a Resident Educator Program after advancing to a professional license.

ii. Mentor teachers shall not be requested or directed to make any recommendation regarding the continued employment of a teacher.

iii. No mentor teacher shall be requested or directed to divulge information from the written documentation, or confidential mentor/resident educator discussions except as may be required by law.

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

v. REs shall be provided all due process provisions allowed by the master agreement and Ohio Revised Code.

vi. Every effort will be made to ensure that mentors are in the same building as their assignment.

k. **Resident Educator/Mentor Program Committee**

i. A committee consisting of three (3) Association members who are practicing teachers and representative of elementary, middle school and high school appointed by the Association and up to three (3) administrators who are appointed by the Superintendent shall meet in any year when there are changes in program requirements by the District and/or State.

ii. The committee shall be jointly chaired by the Superintendent/ designee and the Lead Mentor.

28.3 **Teacher Safety**

a. The Board, Administration, and bargaining unit members recognize the need for safety in the schools. Therefore, they agree that in order to ensure a safe environment in which to work, there will be a Zero Tolerance Policy for teacher assault, consistent with the applicable Student Code of Conduct, Board policy and federal and state laws governing the education, placement, and discipline of students (e.g., ORC 3313.66; 3323.01, et seq., IDEA, 20 USC Section 1401, et seq.,

and Section 504).

b. Measures will be taken to maintain a safe building which is secure and adequately monitored. Visitors to the building will be required to sign in. Representatives of the OFEA are invited to participate on building safety committees to review current safety procedures and make recommendations. Minutes of the building safety discussions will be available.

28.4 **Class Size**

a. The administration will strive to not exceed an academic class size of (1) 27-30 students in grades 9-12, with the exception of lab science classes which would be a range of 24-26 students, (2) 27-30 students in grades 6-8; (3) 24-27 students in grades 4-5; and, (4) 23-25 students in grades K-3. If the academic classes (inclusive of health, technology, home arts, art, and general music, but exclusive of band, choir, or physical education classes), exceed 30 students in grades K-12 for a period of five (5) school days, the teacher will be paid fifteen dollars ($15.00) per day per student ($7.50 per bargaining unit member in a team teaching/inclusion situation) on a prorated basis for a full-day student or paid $3.00 per student when individual period enrollment exceeds 30 students. In the event the academic classes (inclusive of health, technology, home arts, art, and general music) exceed the ranges above, the teachers may meet with the OFEA representative, the building principal, and the guidance counselor to explore possible remedies. This right to initiate a meeting also applies where the ranges are exceeded due to inclusion of special needs students. If band, choir, or physical education classes are in excess of 30 students, the administration will explore ways to address the problem.

b. Additionally, in the event a teacher believes there are a disproportionate number of students with special needs in any class period, the teacher may initiate a meeting with the building principal. The purpose of the meeting will be to evaluate the class composition and attempt to better balance the class make-up.

c. When the normal daily enrollment exceeds 156 students for the core academic classroom teachers' teaching assignments, the teacher will receive $5 per day, per student, for each student in excess of the applicable limitation. When the normal daily enrollment exceeds 168 students for core academic classroom teachers' teaching assignment, the teacher will receive $15.00 per student for each student in excess of the applicable limit. With the approval of the OFEA President, a teacher may voluntarily agree to a normal daily enrollment in excess of 168 students and waive the $15 per day, per excess student.

28.5 **Certification/Licensure**

a. No teacher will be assigned to teach in a subject matter outside of the area of certification/licensure except on a temporary basis as required by exigent circumstances. Any teacher hired after January 1, 2000 must maintain all teaching certifications/licensures held at the time of hire. It shall be the responsibility of the individual teacher to ensure that copies of all certificates/licenses held are on file with the District. Failure to do so may result in loss of an assignment for which the teacher is otherwise qualified.

b. No teacher shall be required to obtain a temporary certification/ licensure as a condition of continued employment except when a teacher may be RIF'd, non-renewed, where such was a condition of hiring, or where certification requirements have changed. The Association President shall be notified of this situation.

28.6 **Report Card/Grade Book Program**

The Board agrees that no adverse action may be taken against any bargaining unit member as a result of a security breach in the software programs utilized within the district as part of the required methods of reporting students' grades, attendance, classroom activities, and/or communicating with parents or guardians.

The parties recognize that it is part of a teacher's professional responsibility to keep parents informed regarding students' grades and progress. Teachers shall make every effort to update grade books or other communication methods regarding student progress regularly and in a timely fashion.

28.7 **Provision of a Free Appropriate Public Education for Disabled Students Under the Individuals with Disabilities Education Act and Section 504**

a. The Board and OFEA recognize the District's obligation to provide a free appropriate public education for students with disabilities under the IDEA and/or Section 504. The parties further recognize that federal statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not handicapped by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's

educational plan will be developed in accordance with their individual special needs.

b. Recognizing these statutory obligations and the potential impact of these obligations in the regular education classroom setting, the following factors will be considered:

i. The educational benefits, both academic and nonacademic, available to a disabled student in the regular classroom setting;

ii. The effects of the disabled student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative; and

iii. The cost of necessary supplementary services.

c. The regular education classroom teacher will be given the opportunity to participate in the development of the student's initial IEP and to provide input into the student's annual review.

d. Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the District will be proactive in:

i. Exploring outside resources that will support and assist the affected teachers in providing education in a least restrictive environment;

ii. Providing in-service training to teachers to assist in addressing the legal and educational needs of disabled students in a regular education classroom environment;

iii. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and

iv. Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.

e. Any disputes as to the application, interpretation or with regard to any other matter arising under Section 28.7 shall not be the subject of a grievance or arbitration, but shall be referred to the Labor-Management Committee for resolution, pursuant to Article 6.10, prior to referral to a special referee from the Ohio Department of Education.

Article 29 - DISCIPLINARY PROCEDURES

29.1 Teachers may be disciplined for just cause, which discipline will be progressive in nature. The Superintendent or designee may initiate action on any step in the procedure, depending upon the number of incidents, the teacher's past and present performance, and the seriousness of the offense.

Step 1 - Oral Reprimand
Step 2 - Written Reprimand
Step 3 - Suspension Without Pay or
Temporary Reassignment With Pay
Step 4 - Termination for Just Cause consistent
with ORC 3319.16

a. With respect to oral reprimands, Appendix W will be completed:

i. The teacher may submit a specific written rebuttal which will be attached to the written summary of the oral reprimand.

ii. Appendix W and any rebuttal will remain in the administrator's working file for a period of one year then removed upon written request of the employee.

b. For any discipline issued beyond an oral reprimand, teachers shall be disciplined only after due process in accordance with the following:

i. **Notice of Allegation and Conference**

A written notice setting forth the allegation, which if substantiated could result in disciplinary action, shall be provided to the teacher. The notice shall include the time and place of a conference to discuss the allegations. A copy of the notice shall be provided to the Association President. The teacher shall be entitled to Association representation at the conference. Any delay in scheduling the conference to provide the teacher with the opportunity to be represented by an Association Representative of his/her choice, will not exceed three (3) workdays, unless by mutual agreement.

ii. **Notice of Disposition**

The teacher and Association President shall be notified in writing by hand delivery or certified mail of the disposition within five (5) workdays following the conference. If disciplinary action will be taken, the disposition notice shall include a statement of the administrator's conclusion and the disciplinary action to be taken.

c. A bargaining unit member may submit a written rebuttal within ten (10) workdays of receipt of the notice of disposition which shall be attached to the discipline within the personnel file.

d. Any such discipline, other than termination, will be subject to the grievance procedure. Should such discipline result in a recommended termination of employment, the procedures set forth in Ohio Revised Code Section 3319.16 shall govern.

Article 30 - TUITION WAIVER

A bargaining unit member who wishes to enroll their child in the Olmsted Falls Schools, on a tuition-free basis, may annually submit a written request to the Superintendent. The Superintendent reserves the discretion to approve or disapprove such a request, depending upon the anticipated or actual enrollment of the particular grade, building, or educational program affected for the particular school year, with the understanding the District will not enroll nonresident students if the enrollment will, or is anticipated to, result in the need to hire additional staff. Similarly, the District will not enroll nonresident children with disabilities served under an IEP or Section 504 Plan if the services or program described in the student's IEP or Section 504 Plan, or services or programs that may be required to provide the child with a free appropriate public education, are not available in the district's schools due to enrollment, lack of a program within the District, or need to hire additional staff. The bargaining unit member will be responsible for the transportation needs of the student. Once the child of a bargaining unit member has entered high school, the bargaining unit member shall be permitted to continue that child's tuition-free status notwithstanding said bargaining unit member's retirement from the District.

Article 31 - OCCUPATIONAL SAFETY AND HEALTH

31.1 **Report Internally First**

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations.

Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

31.2 **District's Right to Reassign**

Before exercising his/her right to refuse to work under Section 4167.06 of the Revised Code because of a condition which the employee acting in good faith reasonably believes presents an imminent danger of death or serious harm to the employee, the bargaining unit member will immediately notify his/her supervisor of the condition. The employee may be temporarily reassigned while the condition is being investigated and/or corrected.

31.3 **Discrimination to be Grieved**

A bargaining unit member who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Revised Code may only use the grievance procedure in this Agreement as the means for asserting such a claim.

Article 32 - POSITION SHARING

32.1 Position sharing shall refer to a voluntary option available for teachers subject to the approval of the Superintendent or his/her designee. Approval shall not be unreasonably withheld. Cost, academic efficiency, or instructional process shall not be a basis for a claim that the Superintendent "unreasonably withheld" approval of a position sharing plan. Two teachers may share a full-time equivalent (1.0 FTE) certificated/licensed teaching assignment.

32.2 Teachers who wish to share a position shall submit a written plan for such arrangement to the building principal no later than April 1 (excluding 1999) of the school year preceding the proposed position share. The plan must include the following elements:

a. The plan will be in effect for a full school year with an annual review.

b. The area of teaching assignment, including grade level, buildings and courses to be shared.

c. A full description of the teaching techniques and methods and grading practices employed by each teacher, with a full explanation of the steps that participants will employ to insure compatibility of such techniques and practices.

d. The percentage of the regular full-time workday each participant proposes to teach, including meetings scheduled beyond the student day.

e. A description outlining what will happen if one of the participants is unable or unwilling to complete the full school year under the position-sharing plan.

32.3 Teachers who wish to participate must locate their job-sharing partner. No teacher will be required to job share.

32.4 All negotiated salary and benefits, as contained in the master agreement, shall be split according to the percentage of a regular full-time workday served by the participant. In no event shall the Board incur more than 100% of the cost of one full-time teacher with the exception of parent conferences and in-service days which shall be paid at a prorated per diem rate.

32.5 Teachers shall acquire one (1) year seniority in each year of position sharing worked provided the teacher is assigned at least fifty percent of the workday under the position-sharing plan. Otherwise, seniority shall be calculated according to Article 11, E, Seniority.

32.6 Position sharing teachers will be considered for change in contract status, evaluation and layoff on the same basis as other teachers.

32.7 A position sharing partnership shall last one (1) full school year and must be applied for on a yearly basis.

32.8 Upon dissolution of the position sharing partnership, each position sharing teacher shall be guaranteed a full-time position in the school from which he/she left if a position is available in that school. If a position is not available in his/her previous school, he/she shall remain in the job share position or will be eligible to apply for a vacancy position in accordance with the vacancy procedures established in Article 8.

32.9 Certificated/licensed substitutes will be provided for absent position sharing teachers. However, position sharing teachers may substitute for each other, with advance notice, at the prorated per diem rate before outside substitutes are secured.

32.10 Neither the decision to approve/reject a request nor the position-sharing plan is grievable.

Article 33 - PERSONNEL FILES

33.1 **Official Personnel File**

a. **Personnel File Inspection and Rebuttal Material**

Each bargaining unit member will be accorded the right to examine his/her personnel file in the presence of the Superintendent or his/her designee, to make additions of pertinent rebuttal material in accordance with Section 1347 Revised Code, and to request copies of items contained therein. There shall be no more than one (1) official personnel file maintained for each employee and such file shall be maintained in the Board Office.

b. **Restrictions**

The right to review letters of recommendation is excluded from the above provision. No item from any anonymous source may be placed in the official personnel file. This does not preclude retention of anonymous letters maintained by an administrator in furtherance of an investigation.

c. **Expunging Material from File**

Except for 1) evaluations, 2) letters of recommendation, and 3) information that may be relevant to potential disciplinary action, including information that may be grounds for termination, materials will be expunged from the personnel file after a period of three (3) years at the request of the employee. For those materials which remain in question, the bargaining unit member and Superintendent or designee shall meet to discuss the removal of these at the bargaining unit member's request.

d. **Employee Knowledge of Items**

Negative items may not be placed in an employee's personnel file unless the item has been made known to the employee, the employee has had an opportunity to read the item, and the employee has been

given the opportunity to sign the item. The employee's signature shall indicate only that the employee has read the item and shall not indicate necessarily agreement with its contents.

e. **Access by Others**

Should there be a request by someone other than Olmsted Falls Administration to review a personnel file, a request shall be submitted to the Superintendent. The bargaining unit member affected shall be contacted as soon as possible after receipt of the request by the Superintendent/designee. The individual making the request will be asked to sign a log sheet, indicating full name, address, date and time of review. Confidential information, such as social security number, insurance claims, dependent information, bank account numbers, etc., shall not be shared.

33.2 **Unofficial Building File**

In addition to the one official personnel file, located at the Board of Education office building, a building administrator may maintain a working file that contains documentation relevant to a teacher's performance. At the end of each school year in which the teacher is formally evaluated, the information contained in the working file will either be placed in the official personnel file (through incorporation into the teacher appraisal document) or expunged. For convenient access, the building administrator may maintain in a teacher's working file an exact duplicate of the last two completed evaluation documents, formerly maintained in his/her official personnel file. The term file, under this Section, includes both electronic files as well as hard copy files.

Article 34 - OLMSTED FALLS PROFESSIONAL DEVELOPMENT COMMITTEE

34.1 Pursuant to ORC 3319.22(A) and OAC 3301-24-08 (Teacher Licensure Law and Regulations), the Olmsted Falls Professional Development Committee (OFPDC) shall review professional development plans comprised of course work, continuing education units, and other equivalent activities, and to approve District programs for CEU credit. Additionally, the OFPDC will serve as the last level of appeal for bargaining unit members who are challenging the decision of the Superintendent/designee denying course credit and/or blocks of credit. As referenced in Article 17, Salary, this decision of the OFPDC will be final and binding. Under no circumstances is the involvement in the activities of the OFPDC process to be used for

employment decisions by the Board. Nothing in the OFPDC process shall have an adverse impact on the educator's performance evaluation as established in the Agreement. OFPDC and its individual members shall be responsible for complying with state law and regulations.

34.2 The term of office for the OFPDC members shall be three (3) years, with initial terms staggered (two years and three years for teachers and two and three years for administrators) to provide continuity. OFPDC members may be reappointed to additional terms.

34.3 The OFPDC shall have five (5) teacher members appointed by the OFEA President and four (4) administrator members appointed by the Superintendent or the Superintendent's designee. Vacancies shall be filled in the same manner. Should an administrator member of the OFPDC request an administrative majority to review an administrative IPDP, two teacher members will abstain from voting on the aforesaid IPDP. Otherwise, decisions will be made by majority vote of those members attending that particular meeting.

34.4 The OFPDC members shall be compensated according to Article 25.8. This compensation shall be paid in a separate check no later than June 15 of each year. Release time may be used without additional compensation when feasible upon prior approval by the Superintendent. If during each school year the OFPDC believes more funds are needed, the OFPDC shall advise the Superintendent or the Superintendent's designee and seek approval for added funds. The OFPDC shall be allocated funds for supplies, equipment, professional development, and release time expenses for the same period.

34.5 The OFPDC will be responsible for developing and implementing in-service programs at staff meetings for professional staff to explain the professional development plan process and the function of the OFPDC.

34.6 The Board will provide the OFPDC with meeting space and secretarial support.

34.7 The first level of the appeal process will be reconsidered by the OFPDC. The second level of appeal will be a third-party review composed of certified/licensed educators, with one member selected by the employee, one member selected by the OFPDC, and the third member jointly selected by the member and the OFPDC. The third level will be a state level appeal, if and when one is established.

34.8 The OFPDC shall establish its rules and operating procedures to at least include:
a. scheduling of meetings
b. defining a quorum
c. determining OFPDC member training
d. all other items required by the law

34.9 OFPDC members shall be granted release time to attend regional or state training programs not available outside the school day.

34.10 Decisions of the OFPDC, or any decisions reached through the appeals process, are not grievable under the terms of this Agreement.

34.11 The Association and its member representatives shall be held harmless in any suit, claim, or administrative proceedings arising out of or connected to actions taken by the OFPDC.

34.12 Other than a notation to the effect that a teacher served as a member of the OFPDC, the teacher's activities as a member shall not be part of his/her evaluation period, nor shall it be used for employment reasons by the Board of Education.

34.13 By the close of each school year, the OFPDC, through its chairperson, may submit a report of its activities and plans to the Superintendent of Schools and the President of the Olmsted Falls Education Association.

Article 35 - EMPLOYMENT OF RETIRED TEACHERS

35.1 Notwithstanding anything to the contrary in this Agreement, the Board may employ previously retired teachers/tutors under the following conditions:

a. For purposes of salary schedule placement, a teacher who has previously been employed by this or another District and taken service retirement under the State Teachers Retirement System (referred to as a "previously retired teacher" or "PRT") shall be granted five (5) years' service credit. A previously retired tutor shall be granted one (1) year of service credit. The PRT shall remain at Step 5 (teacher) or Step 1 (tutor) for the remainder of his or her employment in the District at the applicable educational column held at the time of retirement.

35.2 PRTs shall be awarded one-year limited contracts of employment that shall automatically expire at the end of each school year without the requirement of notice (written or otherwise) of non-renewal or Board action.

35.3 PRTs may be reemployed from year to year, with Board approval, but shall not be eligible for continuing contract status.

35.4 For purposes of Reduction in Force, PRTs shall not accrue seniority and shall have no right of recall.

35.5 PRTs shall not carry over any accumulated and unused sick leave from any prior public employment.

35.6 Teachers who qualify for a retirement incentive payment under Article 20, Section 20.5 ("Retirement Incentive") prior to their re-employment as a PRT shall receive such payment in accordance with that provision and shall not forfeit such incentive payment by reason of their subsequent employment as a PRT. (Article 20 does not apply to tutors.)

a. Once employed as a PRT, a member shall have no further eligibility for any applicable retirement incentive, severance pay, or sick leave buyout pay upon their final separation from employment as a PRT.

35.7 PRTs shall not be eligible to participate in the Board's insurance program offered to professional staff members under Article 16 unless they are ineligible to participate in the STRS health plan. If the PRT is eligible for the Board's insurance program, the insurance will continue from the period the PRT retires through the time they are employed as a PRT. If the PRT remains covered under the Board's insurance program and does not return to employment as a PRT, the member will repay the Board for the Board's share of the premium for the covered months (July/August). If however, a PRT is eligible for coverage under a health plan provided by their spouse's employer (either with or without premium contributions), they shall remain ineligible under the District plan. PRTs who are ineligible for District coverage under this paragraph may participate in the District plan at their own expense. PRTs are not eligible for waiver of insurance payments.

35.8 With the exception of "first eligible" retirees, described below in paragraph (a), prior employment by the Board shall be no guarantee of post-retirement employment or a particular assignment if rehired.

a. Re-employment of previously retired teachers/tutors is solely at the discretion of the Board and shall be done on a case-by-case basis. The decision of the Board to hire or not hire any particular employee as a PRT shall not be subject to the grievance or arbitration provisions of this Agreement.

35.9 Teachers/tutors who elect to retire at the end of the school year in which they are first eligible for retirement under STRS laws and regulations shall be entitled to one year of automatic re-employment under this Article. Members must submit a resignation to retire on or before March 1 of the school year which the teacher/tutor is first eligible

to retire. Members must agree to return to active service on the first workday of the next academic year. Re-employment is subject to, and conditioned upon, compliance with the procedures set forth in law for the re-employment of retired persons in the same position. This opportunity for one year of automatic re-employment does not apply to teachers who were eligible to retire on or before June 30, 2011.

35.10 PRTs shall not be entitled to blocks of credit under the provisions of this Agreement relating to salary.

35.11 The employment of PRTs shall not be subject to the provisions of Article 8 of this Agreement relating to job postings.

35.12 PRTs shall be subject to the Pre Employment Commitments provision set forth in Article 25 of this Agreement.

35.13 Except as otherwise modified or limited by the provisions of this Article (either expressly or impliedly), PRTs shall have the same rights and responsibilities of other bargaining unit members.

35.14 All employment of PRTs shall be subject to, and conditioned upon, compliance with the procedures set forth in law for the re-employment of retired persons in the same position.

35.15 The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the Ohio Revised Code that may be in conflict with this section. These include, but are not limited to, ORC Sections 124.39, 3317.13, 3317.14, 3319.11, 3319.111, and 3319.17.

Article 36 - PUPIL SERVICES

36.1 In the event a bargaining unit member is required to participate in meetings outside of the member's workday for Individual Education Plans (IEP), evaluation team reports (ETRs), or 504 plans, they shall be compensated at $28/hour, in ¼ hour increments. Priority will be given to scheduling these meetings during any scheduled collaborative time within the workday.

36.2 Annually, OFEA will survey its membership to determine professional development needs in the area of current special education issues, including legal requirements and behavioral issues, etc. After OFEA identifies and prioritizes the needs of the membership based upon the survey, they will share that information with the DLT, which the DLT will use to develop and implement professional development annually.

a. Professional development on goal writing and/or progress monitoring will be provided to all new special education staff at the beginning of each school year.

36.3 Bargaining unit members responsible for writing IEPs plans shall be provided release days, as set forth below to be used for data collection and plan writing. Release days may be scheduled in full or half-day increments. The release days will be scheduled by the bargaining unit member in coordination with his/her building principal or immediate supervisor. In the event there is a need for more time, the bargaining unit member should address the need with the building principal.

Caseload	Days (writing)
1-4 students	1.0
5-8	1.5
9-12	2.0
13-16	3.0
17-20	3.5
21+	4.0

36.4 Whenever possible, IEP meetings will be scheduled during the work day with release time provided.

36.5 Whenever possible, teachers' schedules shall be arranged so that regular and special education teachers with overlapping responsibilities shall have collaborative time. The intervention specialists will schedule a time prior to September 15 to meet with the principal to share when they will meet with regular education teachers with overlapping responsibility.

36.6 Every instructional building in the Olmsted Falls School District shall establish a Support Team that will provide assistance to students and support for teachers who face emergency behavioral and/or medical situations in their classroom. This team shall be trained yearly in crisis intervention and emergency support techniques and strategies. The team shall be made up of both teachers and administrators.

36.7 Every attempt will be made to limit students with IEPs in inclusion classes to six (6) or fewer students in grades K-5 and ten (10) or fewer students in grades 6-12. Principals will make reasonable efforts to rotate the assignment of special needs students among teachers over a period of school years.

a. The term "every attempt" may include, but is not limited to, any of the following:

i. Consultation between building administrators, school counselors and the building counselors prior to the finalization of the master schedule to discuss student needs and determine if any classes are above the thresholds set forth in article 36.7 and, if possible, making adjustments to the master schedule to alleviate this issue.

ii. A review of class rosters by building administrators, prior to the start of the school year, to determine if any classes are above the thresholds set forth in article 36.7 with adjustments to be made if possible.

iii. Consultation between building administrators, school counselors, and teachers prior to the start of the school year to confirm that inclusion classes are not above the thresholds set forth in article 36.7.

iv. Prior to the start of the school year, reassigning students to new classes, if possible, to alleviate situations where classes are above the thresholds set forth in article 36.7

v. Alternation of caseload assignments for special education personnel if doing so would impact the distribution of special education students in inclusion classrooms such that special education students were more evenly distributed.

b. For purposes of determining when a classroom is above the threshold for the number of students on IEPs as set forth in article 36.7, speech/articulation only students will not count towards the number of IEP students in the inclusion class.

36.8 The building principal will seek the input of staff in scheduling students with special needs.

36.9 **High School IEP Meetings**

The following guidelines will be established regarding High School IEP meetings:

a. Spring shall be defined as February to May.

b. The High School Special Education staff will work collaboratively with the Principal to schedule IEP writing and presentation days. A shared calendar will be developed for the purpose of ensuring that multiple teachers being out on the same day will be kept to a minimum. Any additional criteria regarding the shared calendar will be developed jointly by the Department Head and building principal.

c. Each school year, for students new to the high school (New to District or Freshmen), an informational letter from the case manager will be provided to parents prior to the Fall IEP meeting to introduce the case manager, provide contact information for the case manager, and inform parents of the option to reconvene in the Spring for an additional IEP review.

36.10 **Long Term Substitute- Speech/Language Pathologists**

a. Both parties recognize that when a regularly employed SLP is on an approved leave a substitute service provider is necessary to cover services.
b. The Board will post, recruit, interview, and employ candidates that are qualified and certified for the long-term substitute service. Compensation will follow Article 1.4.d.
c. During the posting, recruiting, and interview process the parties recognize that services required by IDEA/FAPE must be fulfilled so outside service providers may be necessary for the Board to meet its service obligations prior to securing a long-term substitute provider.

Article 37 – STUDENT DISCIPLINE

The administration will encourage and support continued discussion at the building level, via the BLT and/or PBIS building teams, to address issues related to communication of expectations and protocols related to student discipline. Student discipline will be a standing agenda item on BLT and new employees will be provided training regarding PBIS within the first thirty (30) days of employment.

Article 38 - COLLEGE CREDIT PLUS

38.1 The opportunity to teach any course offered by the school district through College Credit Plus shall be offered to all bargaining unit members who are qualified to teach the course. If no bargaining unit member is qualified, pursuant to the requirements of the program, the Board may arrange for such class(es) to be taught by a non-bargaining unit member(s). Bargaining unit members who are specifically asked by the administration to seek credentials for College Credit Plus will be provided time to complete College Credit Plus coursework in lieu of an assigned duty.

38.2 Where there are multiple teachers who are qualified to teach a CCP course, the administration will first seek volunteers.

38.3 Any teacher who teaches a course that qualifies for College Credit Plus shall be afforded an in-service day to visit the participating institution of higher education to engage in planning with the cooperating college instructor. The teacher will be paid his/her per diem rate of pay for the in-service day if it occurs on a non-contractual day and will be provided professional leave if it occurs on a contractual day. The teacher will be reimbursed mileage at the district rate.

38.4 The total release time provided to any teacher who teaches a course in College Credit Plus shall be equivalent to one day at the end of each semester.

38.5 Any observation and/or evaluation conducted by the Institution of Higher Learning shall not be used in any way in the evaluation of the teacher. In the event any documentation regarding the observation and/or evaluation conducted by the Institution of Higher Learning is received by the District, such documentation will not be included in the personnel file.

38.6 The District shall not include College Credit Plus courses in the observation or evaluation of a bargaining unit member unless requested by the bargaining unit member. Further, unless requested by a bargaining unit member, no student data collected in conjunction with CCP course offerings shall be used in the calculation of a teacher's Student Growth Measure or any other student performance measure used in the evaluation of a teacher, nor a School Counselor's Metric of Student Outcomes.

38.7 No existing bargaining unit position shall be eliminated as a result of the District's participation, in-house, in College Credit Plus.

Article 39 - NON-DISCRIMINATION

The Board of Education will comply with all federal, state, and local laws and ordinances and Board policies prohibiting any form of discrimination, harassment, or retaliation in the workplace.

Article 40 - DURATION, EFFECT, AND FORM

a. Unless otherwise specified herein, this Agreement shall be effective from July 1, 2024 and remain in full force and effect through June 30, 2027.

b. This Agreement resulted from a process of negotiations in which both the Board and the Association had the opportunity to and exercised the opportunity to negotiate all issues either party wished to negotiate, and therefore this Agreement constitutes the full and complete negotiated Agreement between the parties. This Agreement may be altered, changed, added to, deleted from or modified only

through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement and shall be controlling on both parties collectively and individually. Without negotiations, either party to this Agreement may exceed its obligations to the other party of this Agreement.

c. This Agreement shall be a part of the individual contract of each teacher.

OLMSTED FALLS EDUCATION ASSOCIATION		OLMSTED FALLS BOARD OF EDUCATION	
Association President	Date	Board President	Date
Association Secretary	Date	Board Treasurer	Date
OFEA Negotiations Team		Superintendent	
OFEA Negotiations Team		Board Negotiations Team	
OFEA Negotiations Team		Board Negotiations Team	
OFEA Negotiations Team		Board Negotiations Team	
OFEA Negotiations Team		Board Negotiations Team	
OFEA Negotiations Team		Board Negotiations Team	
OFEA Negotiations Team		Board Negotiations Team	

Appendix A-1
2024-2025
OLMSTED FALLS TEACHER SALARY SCHEDULE INDEX

Bachelor			V			Master		
Step	Index	Amount	Step	Index	Amount	Step	Index	Amount
0	1.00000	$ 44,239	0	1.05129	$ 46,508	0	1.10914	$ 49,067
1	1.04475	$ 46,219	1	1.10258	$ 48,777	1	1.16699	$ 51,626
2	1.08950	$ 48,198	2	1.15387	$ 51,046	2	1.22484	$ 54,186
3	1.13425	$ 50,178	3	1.20516	$ 53,315	3	1.28269	$ 56,745
4	1.17900	$ 52,158	4	1.25645	$ 55,584	4	1.34054	$ 59,304
5	1.22375	$ 54,137	5	1.30774	$ 57,853	5	1.39839	$ 61,863
6	1.26850	$ 56,117	6	1.35903	$ 60,122	6	1.45624	$ 64,423
7	1.31325	$ 58,097	7	1.41032	$ 62,391	7	1.51409	$ 66,982
8	1.35800	$ 60,077	8	1.46161	$ 64,660	8	1.57194	$ 69,541
9	1.40275	$ 62,056	9	1.51290	$ 66,929	9	1.62979	$ 72,100
10	1.44750	$ 64,036	10	1.56419	$ 69,198	10	1.68764	$ 74,660
11	1.49225	$ 66,016	11	1.61548	$ 71,467	11	1.74549	$ 77,219
12	1.53700	$ 67,995	12	1.66677	$ 73,736	12	1.80334	$ 79,778
13	1.58175	$ 69,975	13	1.71806	$ 76,005	13	1.86119	$ 82,337
14	1.62650	$ 71,955	14	1.76935	$ 78,274	14	1.91904	$ 84,896
15	1.69125	$ 74,819	15	1.84064	$ 81,428	15	1.99689	$ 88,340
16	1.73600	$ 76,799	16	1.89193	$ 83,697	16	2.05474	$ 90,900
17	1.73600	$ 76,799	17	1.89193	$ 83,697	17	2.05474	$ 90,900
18	1.78075	$ 78,779	18	1.94322	$ 85,966	18	2.11259	$ 93,459
19	1.78075	$ 78,779	19	1.94322	$ 85,966	19	2.11259	$ 93,459
20	1.78075	$ 78,779	20	1.94322	$ 85,966	20	2.11259	$ 93,459
21	1.82550	$ 80,758	21	1.99451	$ 88,235	21	2.17044	$ 96,018
22	1.82550	$ 80,758	22	1.99451	$ 88,235	22	2.17044	$ 96,018
23	1.82550	$ 80,758	23	1.99451	$ 88,235	23	2.17044	$ 96,018
24	1.87025	$ 82,738	24	2.04580	$ 90,504	24	2.22829	$ 98,577
25	1.87025	$ 82,738	25	2.04580	$ 90,504	25	2.22829	$ 98,577
26	1.87025	$ 82,738	26	2.04580	$ 90,504	26	2.22829	$ 98,577
27	1.91495	$ 84,715	27	2.09710	$ 92,774	27	2.28619	$ 101,139

Appendix A-2
2025-2026
OLMSTED FALLS TEACHER SALARY SCHEDULE INDEX

Bachelor			V			Master		
Step	Index	Amount	Step	Index	Amount	Step	Index	Amount
0	1.00000	$ 45,566	0	1.05129	$ 47,903	0	1.10914	$ 50,539
1	1.04475	$ 47,605	1	1.10258	$ 50,240	1	1.16699	$ 53,175
2	1.08950	$ 49,644	2	1.15387	$ 52,577	2	1.22484	$ 55,811
3	1.13425	$ 51,683	3	1.20516	$ 54,914	3	1.28269	$ 58,447
4	1.17900	$ 53,722	4	1.25645	$ 57,251	4	1.34054	$ 61,083
5	1.22375	$ 55,761	5	1.30774	$ 59,588	5	1.39839	$ 63,719
6	1.26850	$ 57,800	6	1.35903	$ 61,926	6	1.45624	$ 66,355
7	1.31325	$ 59,840	7	1.41032	$ 64,263	7	1.51409	$ 68,991
8	1.35800	$ 61,879	8	1.46161	$ 66,600	8	1.57194	$ 71,627
9	1.40275	$ 63,918	9	1.51290	$ 68,937	9	1.62979	$ 74,263
10	1.44750	$ 65,957	10	1.56419	$ 71,274	10	1.68764	$ 76,899
11	1.49225	$ 67,996	11	1.61548	$ 73,611	11	1.74549	$ 79,535
12	1.53700	$ 70,035	12	1.66677	$ 75,948	12	1.80334	$ 82,171
13	1.58175	$ 72,074	13	1.71806	$ 78,285	13	1.86119	$ 84,807
14	1.62650	$ 74,113	14	1.76935	$ 80,622	14	1.91904	$ 87,443
15	1.69125	$ 77,063	15	1.84064	$ 83,871	15	1.99689	$ 90,990
16	1.73600	$ 79,103	16	1.89193	$ 86,208	16	2.05474	$ 93,626
17	1.73600	$ 79,103	17	1.89193	$ 86,208	17	2.05474	$ 93,626
18	1.78075	$ 81,142	18	1.94322	$ 88,545	18	2.11259	$ 96,262
19	1.78075	$ 81,142	19	1.94322	$ 88,545	19	2.11259	$ 96,262
20	1.78075	$ 81,142	20	1.94322	$ 88,545	20	2.11259	$ 96,262
21	1.82550	$ 83,181	21	1.99451	$ 90,882	21	2.17044	$ 98,898
22	1.82550	$ 83,181	22	1.99451	$ 90,882	22	2.17044	$ 98,898
23	1.82550	$ 83,181	23	1.99451	$ 90,882	23	2.17044	$ 98,898
24	1.87025	$ 85,220	24	2.04580	$ 93,219	24	2.22829	$ 101,534
25	1.87025	$ 85,220	25	2.04580	$ 93,219	25	2.22829	$ 101,534
26	1.87025	$ 85,220	26	2.04580	$ 93,219	26	2.22829	$ 101,534
27	1.91495	$ 87,257	27	2.09710	$ 95,556	27	2.28619	$ 104,173

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Appendix A-3

2026-2027

Bachelor			V			Master		
Step	Index	Amount	Step	Index	Amount	Step	Index	Amount
0	1.00000	$ 46,933	0	1.05129	$ 49,340	0	1.10914	$ 52,055
1	1.04475	$ 49,033	1	1.10258	$ 51,747	1	1.16699	$ 54,770
2	1.08950	$ 51,134	2	1.15387	$ 54,155	2	1.22484	$ 57,485
3	1.13425	$ 53,234	3	1.20516	$ 56,562	3	1.28269	$ 60,200
4	1.17900	$ 55,334	4	1.25645	$ 58,969	4	1.34054	$ 62,916
5	1.22375	$ 57,434	5	1.30774	$ 61,376	5	1.39839	$ 65,631
6	1.26850	$ 59,535	6	1.35903	$ 63,783	6	1.45624	$ 68,346
7	1.31325	$ 61,635	7	1.41032	$ 66,191	7	1.51409	$ 71,061
8	1.35800	$ 63,735	8	1.46161	$ 68,598	8	1.57194	$ 73,776
9	1.40275	$ 65,835	9	1.51290	$ 71,005	9	1.62979	$ 76,491
10	1.44750	$ 67,936	10	1.56419	$ 73,412	10	1.68764	$ 79,206
11	1.49225	$ 70,036	11	1.61548	$ 75,819	11	1.74549	$ 81,921
12	1.53700	$ 72,136	12	1.66677	$ 78,227	12	1.80334	$ 84,636
13	1.58175	$ 74,236	13	1.71806	$ 80,634	13	1.86119	$ 87,351
14	1.62650	$ 76,337	14	1.76935	$ 83,041	14	1.91904	$ 90,066
15	1.69125	$ 79,375	15	1.84064	$ 86,387	15	1.99689	$ 93,720
16	1.73600	$ 81,476	16	1.89193	$ 88,794	16	2.05474	$ 96,435
17	1.73600	$ 81,476	17	1.89193	$ 88,794	17	2.05474	$ 96,435
18	1.78075	$ 83,576	18	1.94322	$ 91,201	18	2.11259	$ 99,150
19	1.78075	$ 83,576	19	1.94322	$ 91,201	19	2.11259	$ 99,150
20	1.78075	$ 83,576	20	1.94322	$ 91,201	20	2.11259	$ 99,150
21	1.82550	$ 85,676	21	1.99451	$ 93,608	21	2.17044	$ 101,865
22	1.82550	$ 85,676	22	1.99451	$ 93,608	22	2.17044	$ 101,865
23	1.82550	$ 85,676	23	1.99451	$ 93,608	23	2.17044	$ 101,865
24	1.87025	$ 87,776	24	2.04580	$ 96,016	24	2.22829	$ 104,580
25	1.87025	$ 87,776	25	2.04580	$ 96,016	25	2.22829	$ 104,580
26	1.87025	$ 87,776	26	2.04580	$ 96,016	26	2.22829	$ 104,580
27	1.91495	$ 89,874	27	2.09710	$ 98,423	27	2.28619	$ 107,298

Appendix A-4

Tutor Salary Schedule

FY25	**BA-0 Rate:**	**$44,239**	**FY25**	**V-0 Rate:**	**$46,508**	**FY25**	**M-0 Rate:**	**$49,067**
Service Year	General Ed. & Int. Spec. Art. 26 Multiplier	Rate/hr	Service Year	Int. Spec. Art. 26 Multiplier	Rate/hr	Service Year	Int. Spec. Art. 26 Multiplier	Rate/hr
1st	0.00055	$ 24.33	1st	0.00055	$ 25.58	1st	0.00055	$ 26.99
2nd	0.00060	$ 26.54	2nd	0.00060	$ 27.90	2nd	0.00060	$ 29.44
3rd	0.00065	$ 28.76	3rd	0.00065	$ 30.23	3rd	0.00065	$ 31.89
4th	0.00070	$ 30.97	4th	0.00070	$ 32.56	4th	0.00070	$ 34.35
5th	0.00075	$ 33.18	5th	0.00075	$ 34.88	5th	0.00075	$ 36.80
6th	0.00080	$ 35.39	6th	0.00080	$ 37.21	6th	0.00080	$ 39.25

FY26	**BA-0 Rate:**	**$45,566**	**FY26**	**V-0 Rate:**	**$47,903**	**FY26**	**M-0 Rate:**	**$50,539**
Service Year	General Ed. & Int. Spec. Art. 26 Multiplier	Rate/hr	Service Year	Int. Spec. Art. 26 Multiplier	Rate/hr	Service Year	Int. Spec. Art. 26 Multiplier	Rate/hr
1st	0.00055	$ 25.06	1st	0.00055	$ 26.35	1st	0.00055	$ 27.80
2nd	0.00060	$ 27.34	2nd	0.00060	$ 28.74	2nd	0.00060	$ 30.32
3rd	0.00065	$ 29.62	3rd	0.00065	$ 31.14	3rd	0.00065	$ 32.85
4th	0.00070	$ 31.90	4th	0.00070	$ 33.53	4th	0.00070	$ 35.38
5th	0.00075	$ 34.17	5th	0.00075	$ 35.93	5th	0.00075	$ 37.90
6th	0.00080	$ 36.45	6th	0.00080	$ 38.32	6th	0.00080	$ 40.43

FY27	**BA-0 Rate:**	**$46,933**	**FY27**	**V-0 Rate:**	**$49,340**	**FY27**	**M-0 Rate:**	**$52,055**
Service Year	General Ed. & Int. Spec. Art. 26 Multiplier	Rate/hr	Service Year	Int. Spec. Art. 26 Multiplier	Rate/hr	Service Year	Int. Spec. Art. 26 Multiplier	Rate/hr
1st	0.00055	$ 25.81	1st	0.00055	$ 27.14	1st	0.00055	$ 28.63
2nd	0.00060	$ 28.16	2nd	0.00060	$ 29.60	2nd	0.00060	$ 31.23
3rd	0.00065	$ 30.51	3rd	0.00065	$ 32.07	3rd	0.00065	$ 33.84
4th	0.00070	$ 32.85	4th	0.00070	$ 34.54	4th	0.00070	$ 36.44
5th	0.00075	$ 35.20	5th	0.00075	$ 37.01	5th	0.00075	$ 39.04
6th	0.00080	$ 37.55	6th	0.00080	$ 39.47	6th	0.00080	$ 41.64

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APPENDIX B-1

Supplemental Index and Salary Schedules

2024-2025

Year: Group	1	4	8	12	16	20
A	0.1540	0.1760	0.1848	0.2037	Y12+450	Y12+900
B	0.1340	0.1560	0.1638	0.1806	Y12+400	Y12+800
C	0.1140	0.1360	0.1428	0.1574	Y12+350	Y12+700
D	0.0890	0.1110	0.1166	0.1285	Y12+300	Y12+575
E	0.0840	0.1060	0.1113	0.1227	Y12+275	Y12+550
F	0.0740	0.0960	0.1008	0.1111	Y12+250	Y12+500
G	0.0640	0.0860	0.0903	0.0996	Y12+225	Y12+450
H	0.0480	0.0640	0.0672	0.0741	Y12+175	Y12+350
I	0.0360	0.0500	0.0525	0.0579	Y12+150	Y12+300
J	0.0190	0.0280	0.0294	0.0324	Y12+100	Y12+200

Year: Group	1	4	8	12	16	20
A	6,813	7,786	8,175	9,011	9,461	9,911
B	5,928	6,901	7,246	7,990	8,390	8,790
C	5,043	6,017	6,317	6,963	7,313	7,663
D	3,937	4,911	5,158	5,685	5,985	6,260
E	3,716	4,689	4,924	5,428	5,703	5,978
F	3,274	4,247	4,459	4,915	5,165	5,415
G	2,831	3,805	3,995	4,406	4,631	4,856
H	2,123	2,831	2,973	3,278	3,453	3,628
I	1,593	2,212	2,323	2,561	2,711	2,861
J	841	1,239	1,301	1,433	1,533	1,633

APPENDIX B-2

Supplemental Index and Salary Schedules

2025-2026

Year: Group	1	4	8	12	16	20
A	0.1540	0.1760	0.1848	0.2037	Y12+450	Y12+900
B	0.1340	0.1560	0.1638	0.1806	Y12+400	Y12+800
C	0.1140	0.1360	0.1428	0.1574	Y12+350	Y12+700
D	0.0890	0.1110	0.1166	0.1285	Y12+300	Y12+575
E	0.0840	0.1060	0.1113	0.1227	Y12+275	Y12+550
F	0.0740	0.0960	0.1008	0.1111	Y12+250	Y12+500
G	0.0640	0.0860	0.0903	0.0996	Y12+225	Y12+450
H	0.0480	0.0640	0.0672	0.0741	Y12+175	Y12+350
I	0.0360	0.0500	0.0525	0.0579	Y12+150	Y12+300
J	0.0190	0.0280	0.0294	0.0324	Y12+100	Y12+200

Year: Group	1	4	8	12	16	20
A	7,017	8,020	8,421	9,282	9,732	10,182
B	6,106	7,108	7,464	8,229	8,629	9,029
C	5,195	6,197	6,507	7,172	7,522	7,872
D	4,055	5,058	5,313	5,855	6,155	6,430
E	3,828	4,830	5,071	5,591	5,866	6,141
F	3,372	4,374	4,593	5,062	5,312	5,562
G	2,916	3,919	4,115	4,538	4,763	4,988
H	2,187	2,916	3,062	3,376	3,551	3,726
I	1,640	2,278	2,392	2,638	2,788	2,938
J	866	1,276	1,340	1,476	1,576	1,676

APPENDIX B-3						
Supplemental Index and Salary Schedules						
2026-2027						
Year: Group	1	4	8	12	16	20
A	0.1540	0.1760	0.1848	0.2037	Y12+450	Y12+900
B	0.1340	0.1560	0.1638	0.1806	Y12+400	Y12+800
C	0.1140	0.1360	0.1428	0.1574	Y12+350	Y12+700
D	0.0890	0.1110	0.1166	0.1285	Y12+300	Y12+575
E	0.0840	0.1060	0.1113	0.1227	Y12+275	Y12+550
F	0.0740	0.0960	0.1008	0.1111	Y12+250	Y12+500
G	0.0640	0.0860	0.0903	0.0996	Y12+225	Y12+450
H	0.0480	0.0640	0.0672	0.0741	Y12+175	Y12+350
I	0.0360	0.0500	0.0525	0.0579	Y12+150	Y12+300
J	0.0190	0.0280	0.0294	0.0324	Y12+100	Y12+200
Year: Group	1	4	8	12	16	20
A	7,228	8,260	8,673	9,560	10,010	10,460
B	6,289	7,322	7,688	8,476	8,876	9,276
C	5,350	6,383	6,702	7,387	7,737	8,087
D	4,177	5,210	5,472	6,031	6,331	6,606
E	3,942	4,975	5,224	5,759	6,034	6,309
F	3,473	4,506	4,731	5,214	5,464	5,714
G	3,004	4,036	4,238	4,675	4,900	5,125
H	2,253	3,004	3,154	3,478	3,653	3,828
I	1,690	2,347	2,464	2,717	2,867	3,017
J	892	1,314	1,380	1,521	1,621	1,721

APPENDIX C

OLMSTED FALLS CITY SCHOOL DISTRICT
UNPAID PARENTING LEAVE APPLICATION FOR
CERTIFICATED/LICENSED EMPLOYEES

Insofar as possible, this application shall be filed twenty (20) calendar days prior to commencement of the leave. Parenting leave without pay shall be granted subject to the terms and conditions of Article 12.6 (Parenting Leave). A parenting leave may begin at any time (a) upon commencement of the pregnancy, (b) in the event of adoption, the receipt of custody, or
(c) upon completion of the period of sick leave used for pregnancy disability. Only one leave per child shall be granted, which may be extended one (1) additional school year as per the Master Agreement.

NAME _____ DATE _____

PRESENT POSITION_____ BUILDING_____

Anticipated Date of Birth/Adoption_____

Do you anticipate using paid sick leave related to the pregnancy or birth of the child prior to the beginning of the unpaid parenting leave? _____

If yes, what is the anticipated last day of work_____

What is the date on which you are requesting to begin unpaid parenting leave?
_____

What is the anticipated date of return to work? _____

Additional information, if needed: _____

While on unpaid leave, I wish/do not wish to continue my health benefits.

I understand if my parenting leave runs concurrently with available Family and Medical Leave Act (FMLA) leave, the Board will continue to assume its costs per Article 16. If I have exhausted available FMLA leave, I will be responsible for all premium costs.

Signatures:

_____
Signature of Parental Leave Applicant

_____
Principal/Administrator Signature

_____
Signature of Superintendent/Designee

APPENDIX D

OLMSTED FALLS EDUCATION ASSOCIATION and
OLMSTED FALLS BOARD OF EDUCATION INFORMAL
GRIEVANCE FORM

Teacher _____ Date of Occurrence_____

School _____ Principal _____

STATEMENT OF CONCERN:

Copies to:
Principal
Teacher
Association
Superintendent

_____
Signature of Aggrieved

_____
Date

_____
Signature of Principal/Administrator

_____
Date

APPENDIX E

OLMSTED FALLS EDUCATION ASSOCIATION and
OLMSTED FALLS BOARD OF EDUCATION INFORMAL
GRIEVANCE FORM

Teacher _____ Date of Occurrence_____

School _____ Principal _____

Level _____

STATEMENT OF GRIEVANCE INCLUDING THE SPECIFIC PROVISIONS OF THE CONTACT ALLEGEDLY VIOLATED:

Action Requested:

Copies to:
Aggrieved
Association
Superintendent

_____
Signature of Aggrieved

_____
Date

_____
Signature of Principal

_____
Date

APPENDIX F

OLMSTED FALLS CITY SCHOOLS
GRIEVANCE REPORT

Level _____ Meeting No._____

Date of Meeting: _____

In Attendance:

Date of Occurrence: _____

Date Grievance Filed:_____

Disposition:

_____
Signature

_____
Date

APPENDIX G

OLMSTED FALLS CITY SCHOOLS

ASSAULT LEAVE

Name:_____ Date: _____

School: _____

Assault leave has been taken in accordance with ORC 3319.143 and Article 12.9 of the Agreement between the Olmsted Falls Board of Education and the Olmsted Falls Education Association.

_____day(s) of assault leave was/were taken beginning at_____

(time) on ___/___20_____and ending at_____

(time) on ___/___20_____.

Medical attention_____(was/was not) required.

If medical attention was obtained or if your leave was for more than five (5) days, the following information must be stated:

Name of Physician: _____

Office Address:_____

_____

Teacher's Signature

_____

Principal's Signature

_____

Superintendent's Signature

APPENDIX H

EVALUATION FORMS

APPENDIX H ..... OTES 2.0 Checklist

APPENDIX I……..... Improvement Plan

APPENDIX J ..... Evaluation of Improvement Plan

APPENDIX K .....Final Summative Teacher Performance Rubric

APPENDIX L ..... Evaluation Cycle Examples

APPENDIX M .....……School Counselor Forms

APPENDIX N ..... Speech Language Pathologist/ELL Forms

APPENDIX O ..... Technology Integration Specialist Forms

APPENDIX P ..... Behavior Specialist Forms

APPENDIX H

OTES 2.0 Checklist

_____Notification of teacher intent to submit a video October 30

_____Initial conference/Pre-Conference #1

Self-assessment summary September-December

Pre-conference questions

Lesson Plan

_____Observation #1

Observation Rubric September-December

Video will be submitted at a mutually agreed upon date by the teacher and evaluator.

_____Post-Conference

Post-conference questions w/evidence September-December

_____Formal Walkthroughs September—May 1

_____Pre-Conference #2 January – April

Pre-conference questions

Lesson Plan

_____Observation #2 January – April

Observation Rubric

_____Post-Conference January – April

Post-conference questions w/evidence

_____Final Conference April - May

Appraisal Instrument completed

Professional Growth Plan or Improvement Plan assigned*

Signatures received

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

010-9183-8145/2/Americas

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Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance*
- ☐ The Improvement Plan should continue for time specified:
- ☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

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

Teacher's Signature: _____ Date: _____
Evaluator's Signature: _____ Date: _____
The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.

010-9183-8145/2/Americas

Olmsted Falls City Schools
Final Summative Teacher Performance Rubric

Teacher: _____

Building: _____ **Assignment:** _____

Evaluator: _____ **Evaluation Year:** _____

Formal/Informal/Walkthrough Record:

Pre Conference Dates						
Formal Observation Dates						
Post Observation Conference Dates						
Informal Observation/Walkthrough Dates (minimum of 2 each semester)						
Final Summative Evaluation Conference Date						

Final Summative Teacher Performance Rating:

____ Ineffective	____ Developing	____ Skilled	____ Accomplished

Administrator Signature: _____ **Date:** _____

Staff Signature: _____ **Date:** _____

(An attachment may be submitted responding to this evaluation or any part or item therein.)

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Appendix L - Evaluation Cycle Examples

Limited Contract Evaluation Cycle Example

Year	Evaluation Status	ON/OFF
1	Skilled/Accomplished	ON
2	Skilled/Accomplished	ON
3		OFF
4	Skilled/Accomplished	ON
5		OFF
6	Skilled/Accomplished	ON
7		OFF

Continuing Contract Evaluation Cycle Example- Accomplished

Year	ON/OFF
1	ON
2	OFF
3	OFF
4	ON
5	OFF
6	OFF
7	ON

Continuing Contract Evaluation Cycle Example -Skilled

Year	ON/OFF
1	ON
2	OFF
3	ON
4	OFF
5	ON
6	OFF
7	ON

Ohio School Counselor Evaluation System	Assessment of School Counselor Performance

School Counselor Evaluation Rubric

The ***School Counselor Evaluation Rubric*** is intended to be scored holistically. This means the evaluator will assess which level provides the best *overall* description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

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Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.
Evidence				

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Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	he school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

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Ohio School Counselor Evaluation System | Pre- and Post- Conference Questions

Pre-Observation Planning and Post-Observation Questions
The following sample questions are intended to guide thinking and conversation. All questions will not apply to all observations. The purpose of the pre-observation conference and post-observation conference is to promote communication, understanding and reflection of professional practices.

Pre-Observation

- What are your goals for the school counseling program?
- What do you want to accomplish for the observation?
- How will you know if you accomplish your goals for the observation?
- How will your actions support the overall plan for the school counseling program?
- What could I observe you doing on a typical day?
- What is the rationale and context for what I will observe?
- What made you choose this particular activity?
- How will you prepare for the activity?
- What prior knowledge does the participant need to have for this activity?
- How can you get immediate feedback to make sure the participants understand the most important parts of your presentation?
- Discuss ways you meet the needs of students through individual planning.
- How will you help students develop skills for personal or social success?
- What collaboration might you have with colleagues in preparation for the observation?
- What might be some strategies for collaboration with colleagues inside and outside of your department?
- What outcome are you focused on?
- How do you plan to help students develop skills for academic success, career development, personal or social success?
- What data do you plan to collect that monitor's student progress?
- How will you know that students demonstrate positive outcomes as a result of your work with them?

Post-Observation

- What do you feel was the strongest point of the observation? Why?
- To what extent do you think you accomplished your goals for the observation? How do you analyze and reflect on your work? In reflecting on this observation, what feedback would you give yourself?
- What would you do differently for the next observation in an attempt to accomplish your goals?
- How has monitoring data help improve student outcomes?
- After the observation, what will be your next steps?
- What would you most like to improve?
- What are some thoughts about providing responsive services to meet student needs?
- Discuss ways you could meet the needs of students through systems support.
- Discuss ways in which you can advocate for different groups of students.
- How can I as the evaluator help you reach your goals for the program?

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Ohio School Counselor Evaluation System	Self-Assessment

Self-Assessment Summary Tool

The *Ohio Standards for School Counselors* define expectations for Ohio's school counselors based on what is known about the skills and practices of effective school counselors. The standards can be used as a guide for school counselors as they self-assess their professional effectiveness to identify their strengths and areas for additional professional growth.

One way for school counselors to self-assess is to respond to focused, guiding questions related to effective practices. This self-assessment tool offers both essential questions and statements for response.

The school counselor should consider each of the statements below and choose the response that most accurately represents performance.

Standard One Essential Question(s): Have I engaged in collaborative planning within my school for a comprehensive school counseling program plan?

I possess the knowledge and skills to design a comprehensive and proactive school counseling program.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I collaborate to design the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I take leadership in identifying resources for the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
The school counseling program aligns with the school's goals and mission.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

APPENDIX M (OPTIONAL)						
Standard Two Essential Question(s): Do I effectively provide direct services to meet the academic, college/career and social/emotional development needs of my students?						
Standard Three Essential Question(s): Do I effectively make connections, build partnerships, consult and seek solutions, and provide referrals to meet my students' academic, career/college and social/emotional development needs?						
I partner with school personnel and parents/guardians to achieve common goals for student success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I coordinate school and community resources and provide referrals as needed to support students and promote their success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5

Curriculum Development: I possess the knowledge and skills to develop an effective school counseling core curriculum.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
Individual Student Planning: I work directly with students to support their academic progress and goals.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Individual Student Planning: I work directly with students to develop their college and career-related knowledge, skills and pathways.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Individual Student Planning: I work directly with students to support their social/emotional development, skills and mindsets.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Responsive Services: I develop appropriate interventions for students as needed.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Four Essential Question(s): Do I use data to plan, implement and continually improve my practice?

I monitor student performance and progress.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I monitor the effectiveness of the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I use data to recommend changes and adjustments to the comprehensive school counseling program, specific practices and/or school policies and procedures to foster student success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Five Essential Question(s): Do I effectively advocate on behalf of students and the role of the school counseling program in creating a positive environment and meeting the needs of the whole child?

I serve as a leader.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I foster a school environment that is inclusive of, responsive to, and safe for its diverse members.	0 N/A	1 Not at al	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I advocate on behalf of students.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I advocate for my profession and the role that school counselors play in fostering student success and well-being.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Six Essential Question(s): Do I demonstrate professionalism, model ethics and seek continuous professional learning?

I seek ongoing, relevant and high-quality professional learning and growth.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I adhere to ethical standards and legal and professional codes.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I demonstrate professionalism in my field	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

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APPENDIX M School Counselor Post Observation Conference Form

Ohio School Counselor Evaluation System

Planning for the Post-Observation Conference

Post Conference Planning

The goal for the conference leader is to cognitively coach the school counselor through the use of reflective questions. Record three reflective questions you would ask the school counselor that align with the area of reinforcement.

1.
2.
3.

Record three reflective questions you would ask the school counselor that align with the area of refinement.

1.
2.
3.

Four Key Elements of the Post-Conference

1. Introduction/Greeting/Establish Length:

-Review conference process

-General impression question: “How do you think the activity went?”

2. Reinforcing the School Counselor:

-Identify an area of reinforcement (ONLY one area)

-Ask self-analysis question

-Provide evidence from notes

3. Refining the School Counselor’s Skill:

-Identify an area of refinement (ONLY one area)

-Ask self-analysis question

-Provide evidence from notes

-Give a recommendation for future practice

Present evidence and rating connected to the rubric

Ohio School Counselor Evaluation System	Informal Observations

Informal Observation: Open-Ended Form

School Counselor Name:_____ **Activity Observed:** _____ **Date:** _____

Evaluator Name:_____ **Time Informal Observation Begins:**_____ **Time Informal Observation Ends:** _____

Directions: This form serves as a record of an informal walkthrough by the school counselor's evaluator. The evaluator will likely not observe all areas of the performance rubric in one informal observation. This record, along with additional informal and formal observations, will be used to inform the summative evaluation of the school counselor.

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____

School counselor Signature: _____

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Ohio School Counselor Evaluation System	Professional Growth Plan

Professional Growth Plan

On an annual basis, a school counselor will develop two goals for professional growth and development; one in relation to the six standard areas, and the second in relation to the Metric of Student Outcomes area. Professional development should be individualized to meet the needs of the school counselor and specifically relate to the identified areas of refinement as identified in the school counselor's evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, or other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

School Counselor Name:_____ Evaluator Name:_____ ☐ Self-Directed ☐ Collaborative

Goal One	*Choose the **Standard(s)** aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.*			
	☐ *Comprehensive School Counseling Program Plan* ☐ *Direct Services for Academic, Career, and Social/Emotional Development* ☐ *Indirect Services*		☐ *Evaluation and Data* ☐ *Leadership and Advocacy* ☐ *Professional Responsibility, Knowledge & Growth*	
	Goal Statement Demonstrating Performance on Standards	*Action Steps & Resources to Achieve Goal*	*Evidence Indicators*	*Dates Discussed*
Goal Two	*Choose the domain(s) aligned to the **Metric of Student Outcomes** goal.*			
	☐ *Academic* ☐ *College/Career* ☐ *Social/Emotional*			
	Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	*Action Steps & Resources to Achieve Goal*	*Evidence Indicators*	*Dates Discussed*

Comments:

*School Counselor:*_____ *Evaluator:*_____ *Date:* _____

Ohio School Counselor Evaluation System	Improvement Plan

Improvement Plan
Written improvement plans are to be developed when a school counselor receives an overall Ineffective rating. In addition, districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

School Counselor Name:_____ Date of Improvement Plan Conference: _____
School Year:_____ Building: _____

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for School Counselors*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

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

Goal(s)	Level of Performance Specifically Describe Successful Improvement Target(s)	Starting Date	Ending Date

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Ohio School Counselor Evaluation System	Improvement Plan

Improvement Plan (continued) Section 3:

Specific Plan of Action

Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature:_____ Date: _____

Evaluator's Signature:_____ Date: _____

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Ohio School Counselor Evaluation System	Improvement Plan

Improvement Plan: Evaluation of Plan

School Counselor Name: _____ Date of Evaluation: _____
School Year: _____ Building: _____
The improvement plan will be evaluated at the end of the time specified in the plan and will result in one of the following actions:

☐ Improvement demonstrated and professional standards met a satisfactory level of performance.
☐ Continue with the Improvement Plan for a specified amount of time. Date: _____
☐ Recommend dismissal.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

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

School Counselor's Signature: _____ Date: _____

Evaluator's Signature: _____ Date : _____

* The level of performance varies depending on school counselor's years of experience.

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Ohio School Counselor Evaluation System	Final Summative Rating

Final Summative Rating of School Counselor Effectiveness

Once you determine a rating for each of the rubric areas, based on the available evidence from multiple interactions, look at the larger picture of performance across all areas of the rubric. Although all areas are important for effective school counseling practice, you may find it appropriate to more strongly weight patterns of behavior in one area over another. The key point is that the evaluator should consider no one area in isolation, but should analyze each in relation to all other areas of performance. Determine which of the four performance levels is most appropriate for the school counselor based on this holistic process.

Rubric Areas	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Standard 1: Comprehensive School Counseling Program Plan				
Standard 2: Direct Services for Academic, Career and Social/Emotional Development				
Standard 3: Indirect Services: Partnerships and Referrals				
Standard 4: Evaluation and Data				
Standard 5: Leadership and Advocacy				
Standard 6: Professional Responsibility, Knowledge and Growth				
Metrics of Student Outcomes				
Area of reinforcement:	*Area of refinement:*			
Final Summative (Overall) Rating	**INEFFECTIVE**	**DEVELOPING**	**SKILLED**	**ACCOMPLISHED**

☐ Check here if Improvement Plan has been recommended.

School Counselor Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

OLMSTED FALLS SCHOOL DISTRICT
APPENDIX N - Speech Language Pathologist/ELL Evaluation Rubric

PLANNING	Ineffective	Developing	Skilled	Accomplished
FOCUS FOR LEARNING (Standard 4) • Objectives Standards/ curriculum	Speech Language Pathologist does not have a clear focus for student learning or the objective is too general to guide lesson planning or the objective is inappropriate for the students.	Speech Language Pathologist communicates a focus for student learning, develops learning objectives that are appropriate for students and reference IEP Goal or objective, but do not include measurable goals.	Speech Language Pathologist develops measurable objectives for student learning that aligns with the IEP or Intervention Plan Speech Language Pathologist can explain the importance of the objective and its appropriateness for students.	Speech Language Pathologist develops an ambitious and measurable objective for student learning that aligns with the IEP or Intervention Plan. Speech Language Pathologist can explain how the objective fits into the broader therapeutic outcome goals and course goals for content learning and skills.
ASSESSMENT DATA (Standard 3) • Data based • Diagnostic evidence	Speech Language Pathologist plans instruction without analyzing student assessment or learning data. Speech Language Pathologist does not use or only uses one measure of student performance.	Speech Language Pathologist demonstrates an understanding that assessment is a means of evaluating and directing student learning. There is evidence of more than one measure of student performance. Speech Language Pathologist may, however, have difficulty analyzing data to effectively inform instructional planning and delivery.	Speech Language Pathologist utilizes assessment data to identify students' strengths and needs to plan and modify instruction. Evidence indicates that student learning needs were accurately identified. Speech Language Pathologist demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/ or summative assessments into lesson planning.	Speech Language Pathologist purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles; incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the Speech Language Pathologist uses assessment data to identify student strengths and areas for student growth.

PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standards 1, 2,4) • Interdisciplinary • Authentic inst. • Real world connections	Speech Language Pathologist makes no effort to have the lesson build on or connect to students' prior knowledge, or the Speech Language Pathologist may make an effort that is ineffective or may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.	Speech Language Pathologist states how the lesson connects to students' prior knowledge and/ or to previous lessons and will prepare students for future learning.	Speech Language Pathologist makes clear and coherent connections with students' prior and future learning—both explicitly to students and within the lesson. When relevant, the Speech Language Pathologist connects the content being learned to other disciplines and to real-world experiences and careers.	The lesson builds on students' prior knowledge in a significant and meaningful way. Speech Language Pathologist can accurately explain how the lesson fits within the structure of the discipline. Speech Language Pathologist makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers.
KNOWLEDGE OF STUDENTS (Standard 1) • Relationships • Needs • Learning styles • Readiness	Speech Language Pathologist demonstrates a lack of understanding of why it is important to become familiar with students' backgrounds, does not know how to find this information, and lacks familiarity with students' backgrounds. Speech Language Pathologist's plan for instruction does not suggest an understanding of: • Student development (physical, social, emotional, cognitive, linguistic) • Student learning and preferred learning styles • Students' backgrounds/prior experiences	Speech Language Pathologist demonstrates some understanding of why it is important to become familiar with students' background experiences, describes one procedure used to obtain this information, and has some familiarity with the background knowledge and experiences of students in the class. Speech Language Pathologist makes an attempt to tailor the instructional plan to the specific population of students in the classroom.	Speech Language Pathologist can describe the population of students in the classroom and articulate their instructional needs. Speech Language Pathologist describes multiple procedures used to obtain this information. Speech Language Pathologist's plan shows evidence of an analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.	Speech Language Pathologist demonstrates a comprehensive understanding of why it is important to become familiar with students' background experiences, describes several procedures used to obtain this information, and demonstrates a clear understanding of students' background knowledge and experiences. Speech Language Pathologist analysis of student data shows a deep understanding of how to connect the data to specific instructional strategies and plans. The Speech Language Pathologist plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.

TEACHING I	Ineffective	Developing	Skilled	Accomplished
DELIVERY OF SPEECH AND LANGUAGE SERVICES (Standards 2 & 4) • Developmentally appropriate • Clear explanations • Inquiry based	The lesson is disorganized and students seem confused. Explanations may be unclear or incoherent, and they are generally ineffective in building student understanding. Speech Language Pathologists' strategies fail to engage students, are inappropriate to the content, or discourage independent or creative thinking. Students may frequently ask questions that show confusion or frustration. Or, the Speech Language Pathologist presents information inaccurately, leaving students with a significant misunderstanding.	Speech Language Pathologist explanations are generally clear and coherent and accurate. Some language, but not necessarily all, is developmentally appropriate and precise. Speech Language Pathologist demonstrates an effort to re-explain when students show confusion, but is not always able to provide an effective alternative explanation. Students may ask some clarifying questions..	Speech Language Pathologist explanations are clear and coherent and accurate. The language the Speech Language Pathologist uses is developmentally appropriate and precise. When students demonstrate confusion, the Speech Language Pathologist provides an alternative explanation or uses different instructional strategies. Speech Language Pathologist encourages students to think independently, creatively, or critically about the content.	Speech Language Pathologist explanations are clear, coherent, and accurate. Speech Language Pathologist uses developmentally appropriate language and explanations, using specific academic language as appropriate. Speech Language Pathologists' questions show engagement and connections. Speech Language Pathologist develops high-level understanding through effective questioning and varied levels of questions. Speech Language Pathologist uses strategies that are designed to actively encourage independent, creative, and critical thinking among all.
DIFFERENTIATION (Standards 1 & 4) • Purposeful varied instruction	The lesson is not accessible to most students. The lesson is not challenging to most students. Speech Language Pathologist may give students only one way to engage with the content.	Speech Language Pathologist makes the lesson accessible to most students, though some may not be able to access certain parts of the lesson or some students may not be challenged. Speech Language Pathologist provides student with more than one way to engage with content	Speech Language Pathologist attempts to differentiate for individual and/ or group needs through based on IEP goals/ objectives or Intervention goals using varying strategies, activities, materials, and/or pacing.	Speech Language Pathologist matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. Speech Language Pathologist effectively uses varying therapeutic techniques instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.

TEACHING II	Ineffective	Developing	Skilled	Accomplished
LEARNING ENVIRONMENT (Standards 1&5) · Transitions · Rapport · Routines and procedures · Appropriate tasks · Classroom management/ behavioral expectations · Two way communication with families	There is little or no evidence of a positive rapport between the Speech Language Pathologist and students. There are no evident routines or procedures; students seem unclear about what they should be doing. Transitions are inefficient and lessons progress slowly enough that students are frequently disengaged. The learning environment may pose safety hazards for students. Expectations for behavior are not established or are inappropriate and/ or no monitoring of behaviors occurs. The Speech Language Pathologist responds to misbehavior inappropriately.	Routines and procedures are in place, but require Speech Language Pathologist prompting and direction when students are unclear or idle. The Speech Language Pathologist is fair in the treatment of students and establishes a basic rapport with them. Attention is paid to the safety of the classroom environment. Speech Language Pathologist transitions between learning activities, but occasionally loses some instructional time in the process. Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The Speech Language Pathologist inconsistently monitors behavior.	Speech Language Pathologist transitions between learning activities and uses instructional time effectively. Speech Language Pathologist has positive rapport with students and demonstrates respect for and interest in all students. Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom. Speech Language Pathologist engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning. A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident Monitoring of student behavior is consistent, appropriate, and effective.	Speech Language Pathologist has positive rapport with students and demonstrates respect for and interest in individual student's experiences, thoughts and opinions. Routines and procedures run smoothly and the lesson progresses at a quick pace. Speech Language Pathologist effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations. Speech Language Pathologist engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development. A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. Speech and Hearing therapist uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.

RESOURCES (Standards 2 & 4) ▪ Engaging materials ▪ Efficient routines ▪ Differentiated and purposeful use of technology	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students. Materials and supplies are handled inefficiently, resulting in significant loss of instructional time. Technology is not used or is used ineffectively or without meaningful integration into lesson or support for student use.	Instructional materials and resources are only partially suitable to instructional purposes, or students are only partially engaged with them. Routines for handling materials and supplies function moderately well, but with some loss of instructional time. Technology is used effectively to meet the objectives of the lesson and Speech Language Pathologists facilitate student access to technology.	Speech Language Pathologist attempts to differentiate for individual and/ or group needs through based on IEP goals/ objectives or Intervention goals using varying strategies, activities, materials, and/or pacing.	Instructional materials are varied and appropriate to ability levels of students, actively engage students and are suitable to instructional purposes. Routines for handling materials and supplies work effectively, with Speech Language Pathologist and students assuming responsibility for smooth operation. Technology is meaningfully integrated into the lesson to convey key subject matter concepts and serves a clear purpose for student learning and/ or engagement.

ASSESSING	Ineffective	Developing	Skilled	Accomplished
ASSESSMENT OF STUDENT LEARNING (Standard 3) • Student mastery • Checks for understanding Formative/ summative adjustments • Descriptive feedback Rubrics/ exemplars	Speech Language Pathologist does not routinely use assessments to measure student mastery. Speech Language Pathologist rarely or never checks for understanding of content. Speech Language Pathologist fails to get an accurate read of the class's understanding. Speech Language Pathologist fails to make adjustments in response to student confusion. Speech Language Pathologist persists in using a particular technique for responding to misunderstandings, even when it is not succeeding. The plan for evaluation may be inappropriate to either the lesson or the students. Speech Language Pathologist does not provide students with feedback about their learning.	Speech Language Pathologist uses assessments to measure student mastery, but may not differentiate instruction based on this information. Speech Language Pathologist checks for student understanding and makes attempts to adjust instruction accordingly, but may sometimes persist in using a particular technique even when it is not succeeding. Speech Language Pathologist gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students. Students receive feedback about their performance.	Speech Language Pathologist routinely uses assessments to measure student mastery. Speech Language Pathologist responds to some student misunderstandings with effective remediation techniques. Speech Language Pathologist plans products or demonstrations of understanding that will show whether students can apply knowledge appropriately, correctly, and independently in new situations. Students receive feedback about their performance and demonstrate understanding of how they are doing.	Speech Language Pathologist routinely uses assessments to measure student mastery and provides different ways to demonstrate mastery. The Speech Language Pathologist checks for understanding at most key moments and makes adjustments accordingly. When an explanation is not effectively leading students to understand the content, the Speech Language Pathologist adjusts quickly and uses an alternative way to explain the concept. The Speech Language Pathologist can articulate what the students' best understood, what areas remain challenges, and how these will be woven into subsequent lessons. Students receive substantive and specific feedback. Students are engaged in self-assessment and show awareness of their own strengths and weaknesses.

PROFESSIONALISM	Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES (Standards 6 &7) • Effective communication • Collaboration • Goal setting • Ethical behavior	Speech Language Pathologist fails to communicate clearly with students and families or collaborate effectively with professional colleagues. Speech Language Pathologist fails to understand and follow regulations, policies, and agreements. Speech Language Pathologist fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	Speech Language Pathologist uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome. Speech Language Pathologist understands and follows district policies and state and federal regulations at a minimal level. Speech Language Pathologist identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	Speech Language Pathologist uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies. Speech Language Pathologist meets ethical and professional responsibilities with integrity and honesty. Speech Language Pathologist models and upholds district policies and state and federal regulations. Speech Language Pathologist sets data-based short- and long-term professional goals and takes action to meet these goals.	Speech Language Pathologist communicates effectively with students, families, and colleagues. Speech Language Pathologist collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching, and other collegial learning activities. Speech Language Pathologist meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the school setting. Speech Language Pathologist sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.

APPENDIX N
OLMSTED FALLS CITY SCHOOLS DISTRICT
OBSERVATION SUMMARY FORM

Speech Hearing Therapist/ELL Name		Grade/ Subject Area(s)	
Evaluator Name		Date/Time	

Planning	
FOCUS FOR LEARNING	
ASSESSMENT DATA	
PRIOR CONTENT KNOWLEDGE	
KNOWLEDGE OF STUDENTS	
Teaching I	
DELIVERY OF SERVICES	
DIFFERENTIATION	
Teaching II	
LEARNING ENVIRONMENT	
RESOURCES	
Assessment	
ASSESSMENT OF STUDENT LEARNING	

Professionalism	
PROFESSIONAL RESPONSIBILITIES	

Teacher Name:_____ Grade(s)/Subject Area(s) _____

Evaluator Name:_____ Date:___/___/___

Time Walkthrough Begins:_____ Time Walkthrough Ends: _____

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

☐ Instruction is developmentally appropriate **LD**	☐ Lesson content is linked to previous and future learning
☐ Clear Learning Targets are communicated **LD**	☐ Classroom learning environment is safe and conducive to learning **CE**
☐ Varied Instructional tools and strategies reflect student needs. **DIF**	☐ Teacher provides students with timely and responsive feedback **LD**
☐ Content presented is accurate and grade appropriate **LD**	☐ Instructional time is used effectively, Transitions are smooth **CE**
☐ Teacher connects lesson to real-life applications **LD**	☐ Routines support learning goals and activities **CE**
☐ Instruction and lesson activities are accessible and challenging for all students. **LD DIF**	☐ Multiple methods of assessment of student learning are utilized to guide instruction. **ASL**
☐ Teacher has rapport, respect, and connects with students **CE**	☐ Teacher has high expectations and monitors behavior consistently **CE**
☐ Other:	☐ Other:

Recommendation for focus of Informal Observation:

Evaluator Summary
Content:

Evaluator Signature: _____ **Date**_____

Teacher Signature: _____ **Date**_____

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APPENDIX N
FINAL SUMMATIVE SPEECH-LANGUAGE PATHOLOGIST/ELL EVALUATION FORM (OFFICE)

Speech-Language Pathologist /ELLName		School Year	
Evaluator Name		Date	

Final Summative Rating	Ineffective			
	☐	☐	☐	☐
Overall Area(s) of Strength				
Recommendation(s) for Growth To be considered for next Annual Professional Growth or Improvement Plan				

If final summative rating is Ineffective, an Improvement **Plan** will be collaboratively created by the Speech-Language Pathologist/ELL and evaluator.

☐ Check here if improvement Plan has been created. A copy of the improvement Plan will be submitted by the evaluator with the **May Summative Evaluation Form**.

Speech-Language Pathologist's/ELL Signature _____ Date: _____

Evaluator's Signature: _____ Date: _____

Speech/Hearing Therapist/ELL Name		School Year			
Evaluator Name		Date Created		Date(s) Reviewed	

☐ **Self-Directed** ☐ **Collaborative**

- As a result of the evaluation process, Speech Language Pathologists/ELL and evaluators should focus on accelerating and continuing Speech Language Pathologist/ELL growth.
- Professional goals should be individualized to the needs of the Speech Language Pathologist and specifically relate to his/her areas of refinement/growth as identified in the evaluation.
- The evaluator and Speech Language Pathologist/ELL should have collaborative and ongoing discussions related to activities aligned to the goals.
- This plan may also be used as a guide for creating professional development goals aligned with licensure renewal.

Professional Goals **These are addressed by the evaluator as appropriate for this Speech Language Pathologist/ELL** Consider creating goals that meet **SMART** criteria **S** – Specific (What do I want to measure?) **M** – Measurable (How am I going to measure it?) **A** – Attainable (Is this a reasonable goal?) **R** – Results-oriented (What will my goal look like when I've reached it?) **T** – Time-Bound (When will I reach my goal?)	**Evidence Indicators** **What will show your progress toward the goal? What will show your achievement of the goal?** ***Include tentative deadlines***
Goal 1: *Goal Statement:*	
Goal 2: *Goal Statement:*	

Speech/Hearing Therapist's/ELL Signature_____**Date** _____**Evaluator's Signature**_____**Date** _____
Signatures above verify acknowledgement of receipt of final documented plan by both parties.

010-9183-8145/2/Americas

Return to the Table of Contents

Speech Language Pathologist/ELL Name		School Year/Building	
Evaluator Name		Date of Conference	

Written improvement plans are to be developed in circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall Ineffective rating or an Ineffective rating on any of the components on the January Formative Evaluation. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support.

Area(s) Needing Improvement From Evaluation Rubric/Evaluation Forms	**Improvement Statement** List specific areas for improvement	**Specific Plan of Action** · Describe in detail specific plans of action that must be taken by the Speech Language Pathologist to improve his/her performance. · Indicate the sources of evidence that will be used to document the completion of the improvement plan.	**Assistance & Professional Development** Examples include: · Mentoring · Observing other colleagues · PD 360 · Attend workshops

Speech Language Pathologist's/ELL Signature: _____ **Date:** _____

Evaluator's Signature: _____ **Date:** _____

*The evaluator's signature above verifies that the proper procedures in the local contract have been followed. A copy of this plan should be submitted to the Personnel Office with the **January** or **May** Evaluation Forms as applicable. If the evaluator is a peer, the building administrator should be notified.*

Speech-Language Pathologist/ELL Name		School Year/Building	
Evaluator Name		Date of Conference	

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following actions have been taken:

☐ **Improvement** is demonstrated and performance standards are met to a satisfactory level of performance.

☐ **The** Improvement Plan should continue for time specified:

☐ **Non**-renewal is recommended.

Improvement Plan Evaluation Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

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

Speech-Language Pathologist's/ELL's Signature:_____ **Date:**_____

Evaluator's Signature:_____ **Date:**_____

The evaluator's signature above verifies that the proper procedures in the local contract have been followed.
Evaluator should send a completed copy of this form including signatures to Personnel Office by May 1.

APPENDIX O
Technology Integration Specialist

Employee Name:	Job Title: Technology Integration Specialist	Performance Period:

	Employee Signature *	Date		Evaluator Signature	Date		Superintendent Signature	Date
Performance Planning Discussion								
Mid-Year Performance Discussion								
Final Performance Discussion								

* - Employee signature indicates that the employee has received/reviewed the performance evaluation and may or may not indicate agreement with the ratings or any other element of the evaluator's assessment.

APPENDIX O
Core Job Responsibilities- ISTE Standards for Coaches

This section allows the evaluator to assess adherence to the ISTE Standards. To assess adherence to ISTE, the rating scale should be used as follows:

- EE - Exceeded Expectations – *the employee was recognized as being a model for the related behavior*
- ME - Met Expectations – *the employee demonstrated a level of competence that contributed to their success*
- MS - Met Some Expectations – *the employee inconsistently demonstrated behaviors which diminished their success or the success of others*
- DN - Did Not Meet Expectations – *the employee consistently demonstrated negative behaviors*

**** Choose three (3) standards from the ISTE standards for coaches, linked above, and identify the indicators under each standard that you will focus on for the evaluation year.**

Standards	Responsibilities (The Technology Integration Specialist will……)	Year-end rating for the level of adherence to the behavior	Supporting comments and examples, necessary actions
		Rating:	
		Rating:	
		Rating:	

APPENDIX O
Key Accomplishments

This section is used to identify and evaluate performance against the most important expected Key Accomplishments for the employee for the year. It will not include all elements of the employee's role. An expected Key Accomplishment could be a one-time goal or an ongoing element of the employee's role. Any expected Key Accomplishments that will have a higher impact on the employee's performance rating should be marked with an X in the designated column. Expected Key Accomplishments not marked with an X are still important or should not be listed. No more than half of the expected Key Accomplishments should be designated as having the highest impact.

To assess the achievement of Key Accomplishments, the following rating scale should be used:

- EE - Exceeded Expectations - *Consistently outperformed the expectation.*
- ME - Met Expectations - *An expected level of overall performance was achieved. This is a good rating.*
- MS - Met Some Expectations - *Some aspects of performance met expectations, but many did not. Improvement is needed.*
- DN - Did Not Meet Expectations - *Did not perform adequately. Immediate improvement is required.*

Highest Impact	Expected Key Accomplishment	Indication of Success		Evidence	Year-end Evaluator Rating and Comments

This section indicates the weighting each performance component will receive in determining the overall rating at the end of the year.

Expectations	Weighting
Key Accomplishments (The Strategic Plan) Key Accomplishments represent results that can have the most significant impact on the organization. An expected key accomplishment could be a one-time goal or an ongoing element of the employee's role. Where possible, expected key accomplishments should be described using the SMART acronym. ● Specific ● Measurable ● Attainable ● Relevant ● Timebound	70%
Core Job Responsibilities (ISTE for Coaches Standards) ● Leadership ● Learning ● Culture ● Management	30%

Year-End Performance Summary- O

Key Accomplishments (70%):	Core Job Responsibilities (30%):

Overall Rating (check one):
EE – Exceeded Expectations - *Consistently outperformed the expectation.*
ME – Met Expectations - *An expected level of overall performance was achieved. This is a good rating.*
MS – Met Some Expectations - *Some aspects of performance met expectations but many did not. Improvement is needed.*
DN – Did Not Meet Expectations - *Did not perform adequately. Immediate improvement is required.*

Performance Evaluation – Evaluator Comments

Performance Evaluation - Employee Comments

Performance Management Process-O

Build the Performance Plan - August

- Evaluator and employee work together to establish the expected accomplishments
- Assistant Superintendent reviews and approves the performance plan
- Appropriate signatures are acquired

Monitor Performance – throughout the year

- Evaluator and employee work together to determine if changes need to be made to the plan
- Mid-year review between the evaluator and employee occurs around the beginning of January
- Appropriate signatures are acquired

Evaluate Performance – April/May

- Employee provides a one-page written assessment of their performance. It should not include ratings, but should include summaries of a reasonable amount of material to support the determination of the level of achievement of the indications of success and evidence of impact.
- Evaluator writes the performance review, evaluates performance, and assigns a performance rating
- Assistant Superintendent reviews and approves the performance review
- Evaluator discusses the performance review and rating with the employee.

Appendix P-Olmsted Falls School District
Behavior Specialist Pre-observation Conference Form

Name: _____Date: _____

Date of Pre-Conference: _____

Date of Observation: _____Time of observation: _____

Please make sure you are prepared to discuss the following questions during the pre-conference time.

1.) Briefly describe the concern of the student as related to the need for a Behavior Intervention Plan (BIP)?
Teacher response:

Evaluator comments:

2.) What are your goals and objectives for the outcome of the BIP? Why are these goals important?
How do these goals support the students ability to make progress?
Teacher response:

Evaluator comments:

3.) How will the BIP help the student access the curriculum?
Teacher response:

Evaluator comments:

4.) How do you plan to create the BIP? What will you do?
Teacher response:

Evaluator comments:

5.) What materials or other resources will you use?
Teacher response:

Evaluator comments:

6.) How do you plan to gather data and assess the BIP? How do you plan to make use of the results of the assessment?
Teacher response:

Evaluator comments:

7.) What is your communication style with students? colleagues? and families?
Teacher response:

Evaluator comments:

8.) What are some proactive ways you further your own professional growth?
Teacher response:

Evaluator comments:

OLMSTED FALLS CITY SCHOOL DISTRICT- P
OBSERVATION SUMMARY FORM

Planning	
FOCUS FOR LEARNING	
ASSESSMENT DATA	
PRIOR CONTENT KNOWLEDGE	
KNOWLEDGE OF STUDENTS	
Teaching I	
DELIVERY OF SERVICES	
DIFFERENTIATION	
Teaching II	
LEARNING ENVIRONMENT	
RESOURCES	
Assessment	
ASSESSMENT OF STUDENT LEARNING	
Professionalism	
PROFESSIONAL RESPONSIBILITIES	

P-District Behavior Specialist (OFFICE)

Name		School Year	
Evaluator Name		Date	

Final Summative Rating	Ineffective	Developing	Skilled	Accomplished
	☐	☐	☐	X
Overall Area(s) of Strength				
Recommendation(s) for Growth ***To be considered for next Annual Professional Growth or Improvement Plan***				

If final summative rating is Ineffective, an **Improvement Plan** will be collaboratively created by the District Behavior Specialist and evaluator.

☐ **Check here if Improvement Plan has been created.** A copy of the Improvement Plan will be submitted by the evaluator with the **May Summative Evaluation Form**.

Staff Signature_____

Date _____

Evaluator's Signature_____

Date _____

Appendix Q



Olmsted Falls City Schools
Certification of Spousal Coverage
Must be completed by all married employees with family coverage

Olmsted Falls City Schools Employee Information (Please Print Clearly):

Olmsted Falls City Schools Employee Name: _____

Spouse Name ("Spouse"): _____

Spouse Company Name ("Company"): _____

To Be Filled Out by Spouse's Employer Representative:

I, _____ ("Representative") do hereby acknowledge that the above spouse is
Print Company Representative Name
currently an employee of _____ ("Company").
Print Company Name

Our Company currently (select ONLY one situation):

___ A. does not offer any employer sponsored healthcare plan at this time. **(No spousal surcharge)**

___ B. offers an employer sponsored healthcare plan but the above named Employee does not qualify to participate in the plan. **(No spousal surcharge)**

___ C. offers an employer sponsored healthcare plan and the above named Spouse currently does qualify to participate but has waived coverage. **(Spousal surcharge does apply)**

___ D. above named employee does participate in the employer sponsored healthcare plan. **(No spousal surcharge)**

I understand that the above named Spouse will be eligible to elect coverage during open enrollment. Plan information is as follows:

Healthcare Insurance Carrier's Name: _____

Date of Open Enrollment: _____

Spouse's Company Representative: _____ **Date:** _____

To be filled out if spouse is not employed and/or is retired:

___ A. My spouse is currently unemployed or retired and does not have access to medical insurance. **(No spousal surcharge)**

___ B. My spouse is currently unemployed or retired and does have access to medical insurance but is waiving that coverage. **(Spousal surcharge does apply)**

___ C. My spouse is participating in his/her retirement plan's medical coverage. **(No spousal surcharge)**

I do hereby attest that the above information is complete and accurate to the best of my knowledge:
OFCS Employee Signature: _____ Date: _____

APPENDIX R

Summary and Documentation of Oral Reprimand

Date of Meeting _____ Name of Teacher _____

Date of Event at Issue_____ Administration Representative _____

Summary of Basis for Reprimand: _____

_____

_____

_____

Summary of Discussion with Teacher: _____

_____

_____

_____

By signing below, the parties acknowledge that they attended this meeting and that the teacher received the oral reprimand described above.

_____ _____

Signature of Teacher | Signature of Administration Representative

_____ _____

Date | Date

_____

Signature of Association Representative

_____

Date

APPENDIX S
Eligibility Requirements

Service Retirement Benefit

As an STRS Ohio member enrolled in the Defined Benefit Plan, you qualify for lifetime benefits after meeting one of the eligibility requirements indicated in the table below.

Retirement Dates	Unreduced Benefit (Minimum Age and Years of Service)	Reduced Benefit (Minimum Age and Years of Service)
8/1/2021–7/1/2023	Any age and 34 yrs.; or age 65 and 5 yrs.	Any age and 30 yrs.; or age 55 and 29 years.; or age 60 and 5 yrs.
8/1/2023–7/1/2028	Any age and 34 yrs.; or age 65 and 5 yrs.	Any age and 30 yrs.; or age 60 and 5 yrs.
On or after 8/1/2028	Any age and 35 yrs.; or age 65 and 5 yrs.	Any age and 30 yrs.; or age 60 and 5 yrs.

If you leave Ohio public service and do not withdraw your STRS Ohio account, you will be eligible to receive a benefit when you meet one of the age and service requirements listed above.

Appendix T
Athletic Game - Day Workers Levels 2024-2025 school year

The following list describes examples of the assignments and compensation for each level. Game Day workers are selected from board approved employees. Level placement is determined by the administration with consideration of skills and experiences of the worker.

Level I - $20.00
FR Volleyball, Basketball, Wrestling Scorebook
JV Wrestling Scorebook
FR Clock worker (volleyball, basketball)
JV Clock worker (soccer, lacrosse)
FR Gate worker (volleyball, basketball)

Level II - $25.00
V Soccer and Lacrosse clock worker/ Announcer
V basketball (statistic) panel
JV basketball scorebook

Level III - $30.00
MS Volleyball Clock worker
(double header 15 per game)
MS volleyball Gate Worker
(double header 15 per game)
MS basketball Gate Worker
(double header 15 per game)
MS wrestling Gate Worker
FR and JV Volleyball Scorebook
V Volleyball, Basketball Scorebook OHSAA Basketball Gate Worker,
Scoreboard Operator, Score Book

Level IV - $35.00
MS Football (Single Game) & FR Football Gate worker
Volleyball, Wrestling, Track & Field, Basketball Announcer
Wrestling clock worker, scorebook, gate worker

Level V - $40.00
JV/V Volleyball & Wrestling gate worker
JV/V Volleyball Clock Worker
MS Basketball clock worker (double header 20 per game)
MS Wrestling clock worker
JV/V Basketball Supervisor
OHSAA Soccer, Gate Worker, Grounds, Treasurer

Level VI - $45.00
JV/V Soccer/Lacrosse Gate worker
JV/V Soccer/Lacrosse Clock worker/Announcer
JV/V Football Gate & Ticket report MS/FR/JV Football Clock worker,
Supervisor, Gate worker (Double Header)

Level VII - $50.00
V Football Clock worker, gate workers, Announcer, 25/40 Second Clock, MS Supervisor
V Football Busses/Band Busses/visiting school attendant
V Football Visiting team and officials
V Football Slider Gate Supervisor,
Press Box Supervisor
JV/V Basketball Clock worker JV/V Basketball Scorebook JV/V Basketball Gate worker JV/V Track Gate worker
V Track & Field Awards (I), gate worker, MS Supervisor,
MS/HS Special Event Supervisor OHSAA Athletic Trainer
OHSAA Soccer and Lacrosse Clock Worker/ Announcer
OHSAA Lacrosse Financial Administrator
Daktronics Board for Football, Basketball, Wrestling and Volleyball

Level VIII - $55.00
V Football/Boys Basketball Gate worker & Ticket Report
Lead Supervisor
Track & Field Coed Scorer

Level IX - $60.00
V Football Supervision & Ticket report
Scorebooks - FR/JV/V Track and Field Coed Scorer

Level X - $65.00
Track & Field Scorer
Boys Basketball Security/Ticket Manager/ Supervision

Level XI - $70.00
Security & Ticket Manager

Level XII - $75.00
Track & Field Scorer, Supervisor, Awards (II)
OHSAA Football Ticket Manager/Supervision/ Gate Supervisor
OHSAA Basketball Ticket Manager/Site Manager/Financial Report
OHSAA Lacrosse Supervision

Level XIII - $80.00
V Coed Track Scorer

Level XIV - $85.00
Track & Field Relay/Invitational, Scorer

Level XV - $100.00
Track & Field Meet Scorer, Manager

Level XVI - $115.00
Track & Field Relay/Invitational, Award Organizer APPENDIX U

APENDIX U

2014 Consensus Statement Regarding Salary for Historical Purposes Only

I. Salary

Teachers will not move vertically on the salary schedule for the 2011-2012 school year. (This freeze does not impact horizontal movement based on educational credits.) Beginning with the 2012-2013 school year, teachers will resume movement on the salary schedule (i.e., a teacher at Step 10 with a Masters at the end of the 2010-2011 school year will remain at Step 10 for the 2011-2012 school year. Effective with the 2012-2013 school year, that teacher will move to Step 11).

II. Supplemental Compensation

For the 2011-2012 school year, compensation on the supplemental index and salary schedule (Appendix M) will be frozen. Bargaining unit members who are eligible to move on the supplemental index beginning with the 2012-2013 school year will not be "caught up" for the period in which the teacher was frozen (i.e., a supplemental contract holder in Group A with two years' experience will remain at Step 2 for the 2011-2012 school year. That same supplemental contract holder will move to Step 3 on the supplemental index effective with the 2012-2013 school year.)