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COLLECTIVE BARGAINING AGREEMENT

OBERLIN BOARD OF EDUCATION

AND

OBERLIN OHIO EDUCATION ASSOCIATION

2024-2027

(7/1/24-06/30/27)

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ARTICLE I – RECOGNITION

1.01 Recognition of Association

The Board recognizes the Oberlin Ohio Education Association ("OOEA")/OEA/NEA as the sole and exclusive bargaining representative for a bargaining unit consisting of teaching personnel, guidance counselors, certificated librarians, school psychologists, administrative intern, home instructors, long-term substitute teachers effective with the sixty-first consecutive school day of employment in a specific teaching assignment, Dean of Students, Permanent District Substitute, speech language pathologists, social workers, and all other certificated teaching personnel under teaching contracts with the Board on a regular full-time or part-time basis. Full-time shall be defined as thirty (30) or more hours in a standard work week. Excluded from representation shall be the Superintendent, Assistant Superintendent, all principals and assistant principals, and any other administrator employed under contract issued in accordance with Section 3319.02 of the Ohio Revised Code. Persons employed to serve as In-School Restriction teachers shall be employed as Permanent District Substitutes. Persons employed to provide tutoring for standardized testing, shall be paid as a Permanent District Substitute on an hourly rate, are not eligible for other benefits like sick leave or health insurance, are members of the bargaining unit but shall not be required to pay the Section 3.03 fee.

1.02 Membership in Professional Organizations

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

1.03 Release Time for Association President

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

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

ARTICLE II – NEGOTIATIONS PROCEDURES

2.01 Initiating Negotiations

Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party during the month of January in a year in which this Agreement expires. Within fifteen (15) working days of receipt of the submission letter, the parties shall hold their first negotiating session. Before that first session, the Superintendent and OOEA President shall meet for a pre-negotiations meeting to decide the bargaining model to be employed and, depending upon that model, any other mutually agreed changes to the bargaining procedure set forth below, including the composition and number of members of the bargaining teams.

2.02 Bargaining Model

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

2.03 Negotiating Teams

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

2.04 Exchange of Information

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

2.05 Agreement

Final agreement reached through negotiations shall be reduced to writing and submitted by the Association to the teachers for ratification. The Association negotiators shall

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

2.06 Disagreement

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

2.07 Meeting

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

ARTICLE III – ASSOCIATION RIGHTS

3.01 Exclusive Rights

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

a) Bulletin Boards – The building representatives of the Association in each individual building will be entitled to use the portion of the bulletin board designated for Association business.

b) Time at Faculty Meeting – Provided advance notice is given to the administrator(s) conducting the meetings, representatives of the Association may make brief announcements at the close of school faculty meetings.

c) Use of School Equipment – Provided that advance notice is given to the individual responsible for the equipment and that such equipment is not needed for other school functions, Association building representatives will be permitted to use individual school equipment, including typewriters, other duplicating equipment,

computers, and all types of audio-visual equipment, when such equipment is not otherwise in use and in accordance with the procedure set forth above. The Association will be permitted to use school buildings for meetings at reasonable times, so long as no additional cost is incurred by the Board for use of such facilities. Supplies consumed in connection with equipment used by the Association will be compatible with the equipment and will either be furnished or paid for by the Association, provided, however, that the Association shall not be permitted to use online mainframe equipment without the express approval of the building administrator or to use computer facilities maintained at the Board office.

d) Dissemination of Materials – The Association shall have the right to:

1. Place notices, circulars and other materials in all teachers' mail boxes

2. Use the interschool mail system to distribute material of the type described above.

e) Use of the Building PA System – Provided advance notice is given to the Building Principal, the building representative may make announcements over the PA before or after the student day.

f) Notification of School Board Meetings – The Association shall receive notice of any regular or special Board meetings in accordance with the provisions of the Ohio Open Meeting Law, O.R.C. Chapter 124. Such notification shall be made to the President of the Association on the same basis as made to members of the news media.

g) School Board Agenda – The Association shall receive an advance copy of the agenda of each Board meeting, along with the routine personnel report which accompanies said agenda. The Association also will be provided with the monthly Treasurer's report and all other items that will be discussed in Board meetings and that are submitted for Board action on the agenda. Such items shall be sent to the Association President by inter-school mail or regular mail during vacations at the same time they are sent to the Board. Such materials also can be picked up at the Board office on request of the Association President or designee. Certain confidential matters, except those pertaining to members of the bargaining unit, may be deleted from the personnel report provided to the Association.

h) Information – Names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contract within a reasonable time after such information is available to the Board.

i) New Teacher Orientation – The superintendent or designee shall notify the Association president of the date of the New Teacher Orientation at least ten (10) days prior to the event. The Association shall be entitled to participate in initial planning and orientation meetings for professional staff members. This includes

the right to place a letter in the information packet to all new teachers informing said teachers that the Association is recognized as the exclusive bargaining agent for all professional staff members of the School District. New teachers will be paid $250.00 per day for two orientation days, for a total of $500.00. Any new teacher who begins employment after New Teacher Orientation will receive onboarding during the workday.

j) Supplies and Materials – Upon reasonable advance notice, the Association may be entitled to purchase supplies and materials from the Board's supplies at the same price paid by the Board, provided sufficient supplies are available for Board use.

k) Right of Visitation by Association President or Designee – The Association President and/or his/her designee shall have the right to visit school buildings, in accordance with the following procedures: such visitation shall be conducted at a time and in a manner which does not interfere with the performance of the Association President's teaching responsibilities or with the teaching responsibilities of those individuals to be consulted by the President or his/her designee. The Association President and/or his/her designee, upon entry, shall advise the building principal of their presence and identify the staff member to be consulted.

l) Building Meetings – Association building representatives may call meetings of Association members assigned to that building after completion of the members' professional responsibilities in a school day.

m) Printing and Providing Copies of the Contract – The Association and the Board will provide copies of this contract via e-mail to all professional staff members within thirty (30) days of the date of final agreement or at the time of employment, whichever shall later occur.

n) Reprisal – Representatives of the Association shall participate in negotiations or other Association business freely without fear of penalty, sanction, reprisal or recrimination. No penalty or sanction, nor threat nor implication thereof, shall attach to performance of Association duties, provided, however, that this paragraph shall not be construed so as to authorize, condone, excuse or protect any conduct which is a violation of the laws of the State of Ohio.

o) Association Leave – Annually, the Board shall authorize up to a maximum of ten (10) total days of absence without loss of pay or benefits to OOEA members to conduct Association business. At least five (5) days in advance of attendance at such leave, the Association President shall advise the Superintendent, in writing, of the identity of the individuals to take leave under this provision and the dates of their absence. No more than five (5) members shall utilize Association Leave concurrently unless specifically allowed by the superintendent. As noted above, such leave may be taken without loss of pay or benefits, but individual Association members will be responsible for expenses incurred during Association Leave.

p) Students' Use of Technology – A teacher exercising reasonable supervisory care shall not be held responsible for a student's violation of the District authorized use policy.

3.02 Continuing Membership

a) The Treasurer shall honor a single written authorization from a teacher for payroll deduction of professional dues, unless and until that authorization is revoked by the teacher, in writing, prior to September 1 of a given membership year.

b) The Association President shall provide the Treasurer, in writing, with the amount of Association dues to be deducted from the paychecks of Association members authorizing such deductions on or before the first Friday of each new school year. The Association President shall provide the Treasurer with the list of new members who have authorized deductions, with executed deduction authorization forms, by September 30.

3.03 Right to Fair Share Fee [This section is null and void as a matter of law based on the Supreme Court decision in Janus v. AFSCME, Council 31, 138 S. Ct. 2448, 2455 (2018) and will not be implemented but is preserved should the law change in future years.]

a) Payroll deduction of fair-share fee – The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the OOEA a fair-share fee for the Association's representation of such nonmembers during the term of this contract. The Association is responsible for advising the Treasurer of the amount of fair-share fees to be deducted from nonmembers with notice to be provided to the Treasurer by January 15 of each school year.

b) Notification of the Amount of Fair Share Fee – Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

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

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

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

e) Procedure for Rebate – The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4417.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

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

g) Indemnification of Employer – The Association agrees to hold the Board, including its officers, members, and agents and specifically including the Superintendent, Treasurer, and other members of the Administration, harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of fair share fees or dues, to indemnify the Board (as defined above) for any liability imposed on it as a result of any such suit, claim, or administrative proceeding, to provide legal defense for the Board (as defined above) in any said suit, claim or administrative proceeding, and to reimburse the Board (as defined above) for any and all expenses incurred by the Board in any such suit, claim, or administrative proceeding, including court costs. The Association shall reserve the right to designate counsel to represent and defend the Board, as defined above. The Board shall give a written notice to the President of the Association not later than twenty (20) working days of receipt by the Board of any written claim made or action filed against the Board by a non-member for which indemnification may be claimed by the Board. The Board, as defined above, agrees (1) to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) to permit the Association or its affiliates to intervene as a party in the action if the Association so desires, and/or (3) to not oppose the Association or its affiliates application to file briefs amicus curiae in the action.

ARTICLE IV – PERSONNEL RECORD AND PROGRESSIVE DISCIPLINE

4.01 Master File

a) Personnel files and OPDC records of certified personnel shall be maintained in accordance with Revised Code Section 1347.01 et seq.

b) The Board shall maintain a master file which shall be the only official file on all certified personnel, letters or references of confidential nature concerning employment shall be maintained in a separate file. These files shall be maintained by the Superintendent's office.

c) Any items placed in the master file, except those of confidential nature as listed above, shall be shown to the teacher prior to their filing. The teacher will have the opportunity to initial the item to be placed in the file to indicate that he/she has seen the document. However, such initialing does not indicate the teacher's concurrence with the contents of the document, nor shall the teacher's refusal to initial the document prevent its placement in the master file. No anonymous item shall be permitted in a master file. No letters or commentary from sources other than the employer or jurisdictional entities concerning employment shall be permitted in a master file, unless required by law.

d) At any time, any teacher may request a review of his/her master file. The review shall occur within a reasonable length of time, not to exceed three (3) central office business days. The teacher shall be supplied, at Board cost, first copies of any information in such file which he/she may request; second copies of the same information will be paid for by the teacher making the request.

e) Any teacher shall have the right to place a written rebuttal to any item or items in his/her master file; such rebuttal shall be appended to the disputed information.

f) Those persons authorized by this Agreement to review the file are Board members, Superintendent, Treasurer, principals and the individual teacher. Any authorized person other than the Superintendent or Superintendent's secretaries must sign a log enclosed in the file noting the date of such inspection. The teacher will be advised of the pending request and given two workdays to review the file in accordance with Section 4.01(d) above before the so authorized person views the file.

g) If any teacher disputes the accuracy, relevance, timeliness or completeness of information contained in his/her files, he/she may request the Superintendent to investigate the current status of the information. Within ninety (90) days, the Superintendent shall undertake such investigation and shall notify the teacher of the results of the investigation and the actions, if any, the District plans to take with respect to the disputed information. The Superintendent shall delete any information that he/she cannot verify or that he/she finds to be inaccurate.

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

4.02 Building File

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

4.03 Progressive Discipline

a) Progressive discipline procedures shall be followed with all bargaining unit members and shall only be issued for just cause. The same sequence of disciplinary steps shall be followed for the same or similar offenses, though management maintains flexibility to bypass or repeat steps depending on the severity of the infraction. The progressive discipline process shall be:

Step 1: Acknowledged Written Warning – A warning will be confirmed in writing. A copy will be given to the employee and a copy maintained in a separate administrative file. Both copies will be initialed by the employee to indicate receipt.

Step 2: Written Reprimand – An official reprimand will be given to the employee and a copy filed in the employee personnel file.

Step 3: Unpaid Suspension of up to ten (10) workdays.

Step 4: Termination.

b) A pre-disciplinary conference will be held before any of the above discipline is imposed. The bargaining unit member will be notified in writing of the pre-disciplinary conference and of the right to bring an Association representative to the conference.

The Bargaining Unit Member and/or his/her representative(s) have the right to ask clarifying questions at any point and to respond to each allegation. When written evidence exists, the Administration/Board shall provide copies of all written evidence presented at all pre-disciplinary conferences to the Bargaining Unit Member and his/her representative(s).

No discipline will occur until this conference has taken place. Meetings may be rescheduled within a reasonable time period by mutual agreement to accommodate the attendance of a representative.

It is understood that paid administrative leave does not constitute a disciplinary action.

Should a bargaining unit member dispute either the application of the above process or a disciplinary action at Step 2 or above, he/she shall have to right to exercise the grievance process in an attempt to settle the dispute.

c) If two (2) years passes after documentation of discipline and the member has not violated the same or similar rule or policy, the member may request that such documentation of discipline be removed from the member's personnel file and placed in a building file. The request shall be honored. This shall not preclude the documentation from being utilized in any of the member's potential future disciplinary proceedings.

ARTICLE V – ACADEMIC FREEDOM

a) The Board and the Association agree that each teacher is free to pursue in his/her class the most effective teaching possible, within the accepted and established educational program of the Oberlin Schools including federal and state requirements and standards. Recognizing an instructor's professional responsibility, judgment and latitude to select and use appropriate secondary materials to meet individual student needs and employ appropriate pedagogy, all teachers shall utilize Board-adopted curriculum materials and locally developed and approved IB materials and participate in good faith in District, building and grade level initiatives and expectations arrived at appropriately regarding curriculum and instruction.

b) The Board shall encourage full freedom, within the law, of inquiry, teaching and research. Within his/her own area of teaching assignment, the faculty member may discuss controversial issues at a level of sophistication appropriate to the maturity of the pupils. In such discussion, all sides of such issues should be presented fairly and objectively.

c) In his/her role as a citizen, the faculty member has the same freedom as any other citizen.

ARTICLE VI – POLITICAL RIGHTS OF TEACHER

a) No rules or decision shall be made interfering with the free exercise of political rights and responsibilities of teachers.

b) A teacher may seek or become involved in political activities of his/her choice so long as they do not materially disrupt the educational process.

c) Upon election or appointment to public office on the federal, state, county or municipal level, the Board shall grant a leave of absence upon the written request of the teacher. Such leave shall be granted within thirty (30) days of the date of the request, shall be for the balance of the school year and shall be without compensation. A teacher desiring to return from such leave shall submit written

notification to the Superintendent of his/her intent to return for the following school year not later than April 1.

d) No restrictions may be imposed on the right to declare personal benefits, opinions or attitudes publicly, except as provided in Section (b) above.

ARTICLE VII – COMPENSATION

7.01 Salary

a) The base salary increases on the schedules below shall be as follows:

- 3.5% for the 2024-2025 school year
- 3.0% for the 2025-2026 school year
- 3.0% for the 2026-2027 school year

For detailed salary schedules, see pages 14-23.

b) Part-time teaching.

1. Part-time members of the bargaining unit shall be paid a percentage of their appropriate placement on the salary schedule. In grades 6-12, the percentage shall be determined by dividing the number of assigned periods by 6. In grades 1-5, the percentage shall be determined by dividing the number of assigned periods by 7. Kindergarten half-day teaching shall be paid one-half salary. Any deviations from the above calculations shall be made only by mutual agreement between OOEA and the Board. In addition to the part-time bargaining unit member's class schedule, the salary pays for planning time in proportion to a full-time teacher's obligations. Planning time will be built into the part-time teacher's regular schedule. Part time teachers are encouraged to participate in team and building meetings.

2. A part-time teacher shall receive a full day's pay at his/her per diem rate as defined in Section 8.04 for attendance at new teacher orientation day and orientation day. A part-time teacher will also receive a full day's pay as defined above when he/she is required by the principal to attend a full day in-service activity (prorated for after school in-service: 1 minus "teacher percentage" as defined in this section 7.01b for each hour beyond the teacher's assigned hours). In order to receive payment, the part-time teacher will submit a time sheet to the principal.

c) Home Instructors – Hourly Compensation for Home Instructors shall be established at .0007 of the current base salary per hour. Home Instructors are responsible for providing instructional services to students who are unable to attend regular classes.

Home Instructors are not responsible for preparation of lesson plans or grading of student work unless the student's regular classroom teacher serves as the Home Instructor in a particular course (secondary) or grade (elementary). In that event, the teacher serving as Home Instructor shall be paid at the rate of .001 of the current base salary per hour of such service. Where home instruction services are required, such hours of work first shall be offered to members of the Bargaining Unit appropriately certified to provide the necessary services.

d) Long-term substitutes

1. A long-term substitute shall be defined as a substitute assigned to a specific position for more than sixty (60) consecutive school days. Any person who, when hired, is not expected to be assigned to a specific position for more than sixty (60) consecutive school days is considered a casual substitute, not a long-term substitute. The Board may hire long-term substitutes whenever A) a bargaining unit member has a right to return to a particular teaching position; or B) a vacancy occurs on August 1 or later, as set forth in Section 17.04(c).

2. A long-term substitute shall be paid a per diem rate based on his/her appropriate placement on the salary schedule beginning with the sixty-first (61st) day of employment and assignment to a specific position. For the first sixty (60) days of such assignment, the long-term substitute shall be paid at a rate of $45 per day above that paid by the Board to starting casual substitute teachers. However, if a long-term substitute is expected to serve half a teacher year or longer, the long-term substitute shall be paid a per-diem rate based on his/her appropriate placement on the salary schedule (i.e. placement in the appropriate educational column, but without credit for any teaching experience) starting on the first day of the assignment.

3. A long-term substitute shall be entitled to all the rights of the bargaining unit member whom she/he is replacing, except: A) a long-term substitute shall not be eligible for any lay-off/recall rights (Article 19); and B) the employment of a long term substitute is deemed automatically concluded at the end of her/his term of service without the need for compliance with the evaluation and nonrenewal provisions of Articles 15 and 20 below.

e) Permanent District Substitutes

1. Two (2) Permanent District substitutes teacher shall be employed for each building within the District. One (1) additional Permanent District substitute teacher shall also be employed for floating availability at any District building. If any Permanent District substitute is not required at their usual building, the permanent district substitute may be utilized in a different location.

2. Permanent District substitutes shall be employed, and paid for and shall report on all student days. District substitutes shall be entitled to use sick leave as earned, i.e., at the rate of one and one-quarter days per month and shall not be entitled to an advancement of sick leave.

3. Permanent District substitutes shall be paid on a per diem basis at a rate of twenty dollars ($20) per day above that paid by the Board to starting casual substitute teachers. The Board shall raise a Permanent District Substitute's per diem pay by eight dollars ($8) for each additional full year of service as a Permanent District Substitute. A Permanent District Substitute shall accrue this per diem raise each year up to a maximum of five (5) beyond his/her first year of employment at as Permanent District Substitute.

4. Permanent District substitutes shall be covered by Articles I through VI, Article 7.07 (if separately employed under a supplemental contract, Article VIII, Article 14.06, Article XVI, Article XXV, Article XXVI, Article XXVII, and Article XVIII.

5. The first sixty days of service as a permanent District substitute shall constitute a probationary period. During that time, permanent District substitutes shall serve at the discretion of the Superintendent.

6. Permanent District substitutes shall be eligible to participate in the insurance benefits set out in Article IX, by paying, via payroll deductions, the full premium costs associated with such benefits.

7. Employment of Permanent District substitutes shall be considered automatically non-renewed at the conclusion of each school year without the necessity of further action by the Board or delivery of notice of non-renewal. If the Permanent District Substitute is interested in returning in that capacity for the following year, she/he may so advise the District in writing of that interest by May 15 and advise, as well, if she/he is seeking a regular teaching appointment elsewhere. Any teacher on the reduction-in-force list who would like to be considered for the position of Permanent District Substitute at the compensation rate (salary and benefits) associated with the Permanent Substitute position shall also make his/her interest known to the district in writing by May 15. Teachers on the RIF list and employees, who have served as Permanent District Substitutes indicating an interest in the positions for the new school year, will be granted an interview with the school building interview team. The District will advise the Permanent District Substitute of its intention to continue the relationship or not continue the relationship for the following school year no later than June 30.

8. Permanent District substitutes shall not be deemed eligible for nor entitled to receive continuing contracts under Revised Code Section 3319.11.

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

f) Teacher Salary Schedules

1 step and 3.5% increase
OBERLIN SCHOOLS
Teacher Salary Schedule
August 2024 (1st pay 9/3/24 last pay 8/18/25)

	I	II	III	IV	V	VI	VII	VIII
	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+PhD
	1	2	3	4	5	6	7	8
0	44,249	45,909	47,630	49,418	51,272	53,192	53,842	54,192
1	45,909	47,630	49,418	51,272	53,192	55,188	55,838	56,188
2	47,630	49,418	51,272	53,192	55,188	57,254	57,904	58,254
3	49,418	51,272	53,192	55,188	57,254	59,405	60,055	60,405
4	51,272	53,192	55,188	57,254	59,405	61,631	62,281	62,631
5	53,192	55,188	57,254	59,405	61,631	63,940	64,590	64,940
6	55,188	57,254	59,405	61,631	63,940	66,339	66,989	67,339
7	57,254	59,405	61,631	63,940	66,339	68,830	69,480	69,830
8	59,405	61,631	63,940	66,339	68,830	71,410	72,060	72,410
9	61,631	63,940	66,339	68,830	71,410	74,087	74,737	75,087
10	63,940	66,339	68,830	71,410	74,087	76,866	77,516	77,866
11	66,339	68,830	71,410	74,087	76,866	79,746	80,396	80,746
12	68,830	71,410	74,087	76,866	79,746	82,737	83,387	83,737
13	71,410	74,087	76,866	79,746	82,737	85,839	86,489	86,839
14	74,087	76,866	79,746	82,737	85,839	89,061	89,711	90,061
15	76,866	79,746	82,737	85,839	89,061	92,402	93,052	93,402
16	76,866	79,746	82,737	85,839	89,061	92,402	93,052	93,402
17	76,866	79,746	82,737	85,839	89,061	92,402	93,052	93,402
18	76,866	79,746	82,737	85,839	89,061	92,402	93,052	93,402
19	76,866	79,746	82,737	85,839	89,061	92,402	93,052	93,402
20	77,366	80,246	83,237	86,339	89,561	92,902	93,552	93,902
21	77,366	80,246	83,237	86,339	89,561	92,902	93,552	93,902

22	77,366	80,246	83,237	86,339	89,561	92,902	93,552	93,902
23	77,366	80,246	83,237	86,339	89,561	92,902	93,552	93,902
24	77,366	80,246	83,237	86,339	89,561	92,902	93,552	93,902
25	77,866	80,746	83,737	86,839	90,061	93,402	94,052	94,402

1	1	1.0375	1.0764	1.1168	1.1587	1.2021	Note: See below
2	1.0375	1.0764	1.1168	1.1587	1.2021	1.2472	
3	1.0764	1.1168	1.1587	1.2021	1.2472	1.2939	
4	1.1168	1.1587	1.2021	1.2472	1.2939	1.3425	
5	1.1587	1.2021	1.2472	1.2939	1.3425	1.3928	
6	1.2021	1.2472	1.2939	1.3425	1.3928	1.445	
7	1.2472	1.2939	1.3425	1.3928	1.445	1.4992	
8	1.2939	1.3425	1.3928	1.445	1.4992	1.5555	
9	1.3425	1.3928	1.445	1.4992	1.5555	1.6138	
10	1.3928	1.445	1.4992	1.5555	1.6138	1.6743	
11	1.445	1.4992	1.5555	1.6138	1.6743	1.7371	
12	1.4992	1.5555	1.6138	1.6743	1.7371	1.8022	
13	1.5555	1.6138	1.6743	1.7371	1.8022	1.8698	
14	1.6138	1.6743	1.7371	1.8022	1.8698	1.9399	
15	1.6743	1.7371	1.8022	1.8698	1.9399	2.0127	
16	1.7371	1.8022	1.8698	1.9399	2.0127	2.0882	
20	+500	+500	+500	+500	+500	+500	+500 +500
25	+500	+500	+500	+500	+500	+500	+500 +500

Note: MA +45 A stipend of $650 annually

Note: Phd/Edd A stipend of $1,000 annually

Added Days in 97/98 will be calculated as follows:

(Base Contract Salary Amt /184 * 2 Days)

1 step and 3.5% increase

OBERLIN SCHOOLS

Teacher Salary Schedule After July 1, 2014

AUGUST 2024 (1st pay 9/3/24 last pay 8/18/25)

	I	II	IV	V	VI	VII	VIII
	BA	BA+20	MA	MA+15	MA+30	MA+45	MA+PhD
	1	2	4	5	6	7	8
0	44,249	46,769	49,418	51,272	53,192	53,842	54,192
1	45,909	48,524	51,272	53,192	55,188	55,838	56,188
2	47,630	50,345	53,192	55,188	57,254	57,904	58,254
3	49,418	52,232	55,188	57,254	59,405	60,055	60,405

4	51,272	54,190	57,254	59,405	61,631	62,281	62,631
5	53,192	56,221	59,405	61,631	63,940	64,590	64,940
6	55,188	58,329	61,631	63,940	66,339	66,989	67,339
7	57,254	60,518	63,940	66,339	68,830	69,480	69,830
8	59,405	62,785	66,339	68,830	71,410	72,060	72,410
9	61,631	65,139	68,830	71,410	74,087	74,737	75,087
10	63,940	67,584	71,410	74,087	76,866	77,516	77,866
11	63,940	67,584	74,087	76,866	79,746	80,396	80,746
12	63,940	67,584	76,866	79,746	82,737	83,387	83,737
13	63,940	67,584	79,746	82,737	85,839	86,489	86,839
14	63,940	67,584	82,737	85,839	89,061	89,711	90,061
15	63,940	67,584	85,839	89,061	92,402	93,052	93,402
16	63,940	67,584	85,839	89,061	92,402	93,052	93,402
17	63,940	67,584	85,839	89,061	92,402	93,052	93,402
18	63,940	67,584	85,839	89,061	92,402	93,052	93,402
19	63,940	67,584	85,839	89,061	92,402	93,052	93,402
20	63,940	67,584	86,339	89,561	92,902	93,552	93,902
21	63,940	67,584	86,339	89,561	92,902	93,552	93,902
22	63,940	67,584	86,339	89,561	92,902	93,552	93,902
23	63,940	67,584	86,339	89,561	92,902	93,552	93,902
24	63,940	67,584	86,339	89,561	92,902	93,552	93,902
25	63,940	67,584	86,839	90,061	93,402	94,052	94,402

1	1	1.05695	1.1168	1.1587	1.2021	Note: See below
2	1.0375	1.0966	1.1587	1.2021	1.2472	
3	1.0764	1.13775	1.2021	1.2472	1.2939	
4	1.1168	1.1804	1.2472	1.2939	1.3425	
5	1.1587	1.22465	1.2939	1.3425	1.3928	
6	1.2021	1.27055	1.3425	1.3928	1.445	
7	1.2472	1.3182	1.3928	1.445	1.4992	
8	1.2939	1.36765	1.445	1.4992	1.5555	
9	1.3425	1.4189	1.4992	1.5555	1.6138	
10	1.3928	1.4721	1.5555	1.6138	1.6743	
11	1.445	1.52735	1.6138	1.6743	1.7371	
12	1.445	1.52735	1.6743	1.7371	1.8022	
13	1.445	1.52735	1.7371	1.8022	1.8698	
14	1.445	1.52735	1.8022	1.8698	1.9399	
15	1.445	1.52735	1.8698	1.9399	2.0127	

16	1.445	1.52735	1.9399	2.0127	2.0882		
20	1.445	1.52735	+500	+500	+500	+500	+500
25	1.445	1.52735	+500	+500	+500	+500	+500

Note: MA +45 A stipend of $650 annually

Note: Phd/Edd A stipend of $1,000 annually

Added Days in 97/98 will be calculated as follows:

(Base Contract Salary Amt /184 * 2 Days)

1 step and 3.0% increase

OBERLIN SCHOOLS

Teacher Salary Schedule

August 2025 (1st pay 9/3/25 last pay 8/18/26)

	I	II	III	IV	V	VI	VII	VIII
	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+PhD
	1	2	3	4	5	6	7	8
0	45,532	47,239	49,011	50,850	52,758	54,734	55,384	55,734
1	47,239	49,011	50,850	52,758	54,734	56,787	57,437	57,787
2	49,011	50,850	52,758	54,734	56,787	58,914	59,564	59,914
3	50,850	52,758	54,734	56,787	58,914	61,127	61,777	62,127
4	52,758	54,734	56,787	58,914	61,127	63,417	64,067	64,417
5	54,734	56,787	58,914	61,127	63,417	65,794	66,444	66,794
6	56,787	58,914	61,127	63,417	65,794	68,261	68,911	69,261
7	58,914	61,127	63,417	65,794	68,261	70,825	71,475	71,825
8	61,127	63,417	65,794	68,261	70,825	73,479	74,129	74,479
9	63,417	65,794	68,261	70,825	73,479	76,234	76,884	77,234
10	65,794	68,261	70,825	73,479	76,234	79,094	79,744	80,094
11	68,261	70,825	73,479	76,234	79,094	82,058	82,708	83,058
12	70,825	73,479	76,234	79,094	82,058	85,136	85,786	86,136
13	73,479	76,234	79,094	82,058	85,136	88,327	88,977	89,327
14	76,234	79,094	82,058	85,136	88,327	91,642	92,292	92,642
15	79,094	82,058	85,136	88,327	91,642	95,080	95,730	96,080
16	79,094	82,058	85,136	88,327	91,642	95,080	95,730	96,080
17	79,094	82,058	85,136	88,327	91,642	95,080	95,730	96,080
18	79,094	82,058	85,136	88,327	91,642	95,080	95,730	96,080
19	79,094	82,058	85,136	88,327	91,642	95,080	95,730	96,080
20	79,594	82,558	85,636	88,827	92,142	95,580	96,230	96,580
21	79,594	82,558	85,636	88,827	92,142	95,580	96,230	96,580
22	79,594	82,558	85,636	88,827	92,142	95,580	96,230	96,580

23	79,594	82,558	85,636	88,827	92,142	95,580	96,230	96,580
24	79,594	82,558	85,636	88,827	92,142	95,580	96,230	96,580
25	80,094	83,058	86,136	89,327	92,642	96,080	96,730	97,080

1	1	1.0375	1.0764	1.1168	1.1587	1.2021	Note: See below	
2	1.0375	1.0764	1.1168	1.1587	1.2021	1.2472		
3	1.0764	1.1168	1.1587	1.2021	1.2472	1.2939		
4	1.1168	1.1587	1.2021	1.2472	1.2939	1.3425		
5	1.1587	1.2021	1.2472	1.2939	1.3425	1.3928		
6	1.2021	1.2472	1.2939	1.3425	1.3928	1.445		
7	1.2472	1.2939	1.3425	1.3928	1.445	1.4992		
8	1.2939	1.3425	1.3928	1.445	1.4992	1.5555		
9	1.3425	1.3928	1.445	1.4992	1.5555	1.6138		
10	1.3928	1.445	1.4992	1.5555	1.6138	1.6743		
11	1.445	1.4992	1.5555	1.6138	1.6743	1.7371		
12	1.4992	1.5555	1.6138	1.6743	1.7371	1.8022		
13	1.5555	1.6138	1.6743	1.7371	1.8022	1.8698		
14	1.6138	1.6743	1.7371	1.8022	1.8698	1.9399		
15	1.6743	1.7371	1.8022	1.8698	1.9399	2.0127		
16	1.7371	1.8022	1.8698	1.9399	2.0127	2.0882		
20	+500	+500	+500	+500	+500	+500	+500	+500
25	+500	+500	+500	+500	+500	+500	+500	+500

Note: MA +45 A stipend of $650 annually

Note: Phd/Edd A stipend of $1,000 annually

Added Days in 97/98 will be calculated as follows:

(Base Contract Salary Amt /184 * 2 Days)

1 step and 3.0% increase

OBERLIN SCHOOLS

Teacher Salary Schedule After July 1, 2014

AUGUST 2025 (1st pay 9/3/25 last pay 8/18/26)

	I	II	IV	V	VI	VII	VIII
	BA	BA+20	MA	MA+15	MA+30	MA+45	MA+PhD
	1	2	4	5	6	7	8
0	45,532	48,125	50,850	52,758	54,734	55,384	55,734
1	47,239	49,930	52,758	54,734	56,787	57,437	57,787
2	49,011	51,804	54,734	56,787	58,914	59,564	59,914
3	50,850	53,746	56,787	58,914	61,127	61,777	62,127
4	52,758	55,761	58,914	61,127	63,417	64,067	64,417

5	54,734	57,851	61,127	63,417	65,794	66,444	66,794
6	56,787	60,020	63,417	65,794	68,261	68,911	69,261
7	58,914	62,272	65,794	68,261	70,825	71,475	71,825
8	61,127	64,605	68,261	70,825	73,479	74,129	74,479
9	63,417	67,028	70,825	73,479	76,234	76,884	77,234
10	65,794	69,543	73,479	76,234	79,094	79,744	80,094
11	65,794	69,543	76,234	79,094	82,058	82,708	83,058
12	65,794	69,543	79,094	82,058	85,136	85,786	86,136
13	65,794	69,543	82,058	85,136	88,327	88,977	89,327
14	65,794	69,543	85,136	88,327	91,642	92,292	92,642
15	65,794	69,543	88,327	91,642	95,080	95,730	96,080
16	65,794	69,543	88,327	91,642	95,080	95,730	96,080
17	65,794	69,543	88,327	91,642	95,080	95,730	96,080
18	65,794	69,543	88,327	91,642	95,080	95,730	96,080
19	65,794	69,543	88,327	91,642	95,080	95,730	96,080
20	65,794	69,543	88,827	92,142	95,580	96,230	96,580
21	65,794	69,543	88,827	92,142	95,580	96,230	96,580
22	65,794	69,543	88,827	92,142	95,580	96,230	96,580
23	65,794	69,543	88,827	92,142	95,580	96,230	96,580
24	65,794	69,543	88,827	92,142	95,580	96,230	96,580
25	65,794	69,543	89,327	92,642	96,080	96,730	97,080

1	1	1.05695	1.1168	1.1587	1.2021	Note: See below
2	1.0375	1.0966	1.1587	1.2021	1.2472	
3	1.0764	1.13775	1.2021	1.2472	1.2939	
4	1.1168	1.1804	1.2472	1.2939	1.3425	
5	1.1587	1.22465	1.2939	1.3425	1.3928	
6	1.2021	1.27055	1.3425	1.3928	1.445	
7	1.2472	1.3182	1.3928	1.445	1.4992	
8	1.2939	1.36765	1.445	1.4992	1.5555	
9	1.3425	1.4189	1.4992	1.5555	1.6138	
10	1.3928	1.4721	1.5555	1.6138	1.6743	
11	1.445	1.52735	1.6138	1.6743	1.7371	
12	1.445	1.52735	1.6743	1.7371	1.8022	
13	1.445	1.52735	1.7371	1.8022	1.8698	
14	1.445	1.52735	1.8022	1.8698	1.9399	
15	1.445	1.52735	1.8698	1.9399	2.0127	

16	1.445	1.52735	1.9399	2.0127	2.0882		
20	1.445	1.52735	+500	+500	+500	+500	+500
25	1.445	1.52735	+500	+500	+500	+500	+500

Note: MA +45 A stipend of $650 annually

Note: Phd/Edd A stipend of $1,000 annually

Added Days in 97/98 will be calculated as follows:

(Base Contract Salary Amt /184 * 2 Days)

1 step and 3.0% increase

OBERLIN SCHOOLS

Teacher Salary Schedule

August 2026 (1st pay 9/3/26 last pay 8/18/27)

	I	II	III	IV	V	VI	VII	VIII
	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+PhD
	1	2	3	4	5	6	7	8
0	46,815	48,570	50,391	52,282	54,244	56,276	56,926	57,276
1	48,570	50,391	52,282	54,244	56,276	58,387	59,037	59,387
2	50,391	52,282	54,244	56,276	58,387	60,573	61,223	61,573
3	52,282	54,244	56,276	58,387	60,573	62,849	63,499	63,849
4	54,244	56,276	58,387	60,573	62,849	65,203	65,853	66,203
5	56,276	58,387	60,573	62,849	65,203	67,647	68,297	68,647
6	58,387	60,573	62,849	65,203	67,647	70,184	70,834	71,184
7	60,573	62,849	65,203	67,647	70,184	72,820	73,470	73,820
8	62,849	65,203	67,647	70,184	72,820	75,549	76,199	76,549
9	65,203	67,647	70,184	72,820	75,549	78,382	79,032	79,382
10	67,647	70,184	72,820	75,549	78,382	81,322	81,972	82,322
11	70,184	72,820	75,549	78,382	81,322	84,369	85,019	85,369
12	72,820	75,549	78,382	81,322	84,369	87,534	88,184	88,534
13	75,549	78,382	81,322	84,369	87,534	90,816	91,466	91,816
14	78,382	81,322	84,369	87,534	90,816	94,224	94,874	95,224
15	81,322	84,369	87,534	90,816	94,224	97,758	98,408	98,758
16	81,322	84,369	87,534	90,816	94,224	97,758	98,408	98,758
17	81,322	84,369	87,534	90,816	94,224	97,758	98,408	98,758
18	81,322	84,369	87,534	90,816	94,224	97,758	98,408	98,758
19	81,322	84,369	87,534	90,816	94,224	97,758	98,408	98,758
20	81,822	84,869	88,034	91,316	94,724	98,258	98,908	99,258
21	81,822	84,869	88,034	91,316	94,724	98,258	98,908	99,258
22	81,822	84,869	88,034	91,316	94,724	98,258	98,908	99,258

23	81,822	84,869	88,034	91,316	94,724	98,258	98,908	99,258
24	81,822	84,869	88,034	91,316	94,724	98,258	98,908	99,258
25	82,322	85,369	88,534	91,816	95,224	98,758	99,408	99,758

1	1	1.0375	1.0764	1.1168	1.1587	1.2021	Note: See below	
2	1.0375	1.0764	1.1168	1.1587	1.2021	1.2472		
3	1.0764	1.1168	1.1587	1.2021	1.2472	1.2939		
4	1.1168	1.1587	1.2021	1.2472	1.2939	1.3425		
5	1.1587	1.2021	1.2472	1.2939	1.3425	1.3928		
6	1.2021	1.2472	1.2939	1.3425	1.3928	1.445		
7	1.2472	1.2939	1.3425	1.3928	1.445	1.4992		
8	1.2939	1.3425	1.3928	1.445	1.4992	1.5555		
9	1.3425	1.3928	1.445	1.4992	1.5555	1.6138		
10	1.3928	1.445	1.4992	1.5555	1.6138	1.6743		
11	1.445	1.4992	1.5555	1.6138	1.6743	1.7371		
12	1.4992	1.5555	1.6138	1.6743	1.7371	1.8022		
13	1.5555	1.6138	1.6743	1.7371	1.8022	1.8698		
14	1.6138	1.6743	1.7371	1.8022	1.8698	1.9399		
15	1.6743	1.7371	1.8022	1.8698	1.9399	2.0127		
16	1.7371	1.8022	1.8698	1.9399	2.0127	2.0882		
20	+500	+500	+500	+500	+500	+500	+500	+500
25	+500	+500	+500	+500	+500	+500	+500	+500

Note: MA +45 A stipend of $650 annually

Note: Phd/Edd A stipend of $1,000 annually

Added Days in 97/98 will be calculated as follows:

(Base Contract Salary Amt /184 * 2 Days)

1 step and 3.0% increase

OBERLIN SCHOOLS

Teacher Salary Schedule After July 1, 2014

AUGUST 2026 (1st pay 9/3/26 last pay 8/18/27)

	I	II	IV	V	VI	VII	VIII
	BA	BA+20	MA	MA+15	MA+30	MA+45	MA+PhD
	1	2	4	5	6	7	8
0	46,815	49,481	52,282	54,244	56,276	56,926	57,276
1	48,570	51,337	54,244	56,276	58,387	59,037	59,387
2	50,391	53,263	56,276	58,387	60,573	61,223	61,573
3	52,282	55,260	58,387	60,573	62,849	63,499	63,849
4	54,244	57,331	60,573	62,849	65,203	65,853	66,203

5	56,276	59,480	62,849	65,203	67,647	68,297	68,647
6	58,387	61,711	65,203	67,647	70,184	70,834	71,184
7	60,573	64,026	67,647	70,184	72,820	73,470	73,820
8	62,849	66,425	70,184	72,820	75,549	76,199	76,549
9	65,203	68,916	72,820	75,549	78,382	79,032	79,382
10	67,647	71,502	75,549	78,382	81,322	81,972	82,322
11	67,647	71,502	78,382	81,322	84,369	85,019	85,369
12	67,647	71,502	81,322	84,369	87,534	88,184	88,534
13	67,647	71,502	84,369	87,534	90,816	91,466	91,816
14	67,647	71,502	87,534	90,816	94,224	94,874	95,224
15	67,647	71,502	90,816	94,224	97,758	98,408	98,758
16	67,647	71,502	90,816	94,224	97,758	98,408	98,758
17	67,647	71,502	90,816	94,224	97,758	98,408	98,758
18	67,647	71,502	90,816	94,224	97,758	98,408	98,758
19	67,647	71,502	90,816	94,224	97,758	98,408	98,758
20	67,647	71,502	91,316	94,724	98,258	98,908	99,258
21	67,647	71,502	91,316	94,724	98,258	98,908	99,258
22	67,647	71,502	91,316	94,724	98,258	98,908	99,258
23	67,647	71,502	91,316	94,724	98,258	98,908	99,258
24	67,647	71,502	91,316	94,724	98,258	98,908	99,258
25	67,647	71,502	91,816	95,224	98,758	99,408	99,758

1	1	1.05695	1.1168	1.1587	1.2021	Note: See below
2	1.0375	1.0966	1.1587	1.2021	1.2472	
3	1.0764	1.13775	1.2021	1.2472	1.2939	
4	1.1168	1.1804	1.2472	1.2939	1.3425	
5	1.1587	1.22465	1.2939	1.3425	1.3928	
6	1.2021	1.27055	1.3425	1.3928	1.445	
7	1.2472	1.3182	1.3928	1.445	1.4992	
8	1.2939	1.36765	1.445	1.4992	1.5555	
9	1.3425	1.4189	1.4992	1.5555	1.6138	
10	1.3928	1.4721	1.5555	1.6138	1.6743	
11	1.445	1.52735	1.6138	1.6743	1.7371	
12	1.445	1.52735	1.6743	1.7371	1.8022	
13	1.445	1.52735	1.7371	1.8022	1.8698	
14	1.445	1.52735	1.8022	1.8698	1.9399	
15	1.445	1.52735	1.8698	1.9399	2.0127	
16	1.445	1.52735	1.9399	2.0127	2.0882	

20	1.445	1.52735	+500	+500	+500	+500	+500
25	1.445	1.52735	+500	+500	+500	+500	+500

Note: MA +45 A stipend of $650 annually

Note: Phd/Edd A stipend of $1,000 annually

Added Days in 97/98 will be calculated as follows:

(Base Contract Salary Amt /184 * 2 Days)

g) Compensatory Time – Upon agreement of the Superintendent and OOEA President, a teacher may be granted compensatory release time from regular teaching duties.

h) Evening or Weekend Supervision – The sponsor of evening or weekend performance activities should make the necessary arrangements for adult supervision with the building principal. Teachers who agree to supervise an evening or weekend event, when an administrator is unable to attend will be paid .0007 of the base salary per hour of responsibility when this duty is outside the responsibility of a supplemental contract.

i) Stipend days – Teachers shall be compensated at the rate of .004 per day for each day of service outside of the regular school year which the teacher and administration agree the teachers shall perform professional duties such as attendance at staff development and training.

j) National Board Certification – A teacher who has been accepted for and is working to complete the elements necessary for receipt of a lead professional educator license or national board certification may, upon request, be approved for up to three (3) professional days to be devoted to the process.

k) All BLT and DLT work that takes place outside of the contractual workday or work year, all work on curriculum (Section 7.06(e)), all professional development work (Section 14.05(d)), and all IB work shall be paid at the professional development rate of .0042 of the BA base salary per day or one-sixth that rate per hour.

l) During years when the District offers a summer school program or summer school enrichment or both, Oberlin teachers who agree to participate shall be paid at the rate of .001 of the BA base salary per hour.

7.02 Tuition Reimbursement

a) Subject to the limitation stated below, the Board shall reimburse a teacher for the tuition cost of:

1. Graduate credit courses taken in the teacher's area(s) of certification and teaching assignment at an accredited college or university; or

2. Other graduate or undergraduate courses taken with the prior approval of the principal which courses directly relate to the performance of the teacher's duties in the District.

b) The maximum total payment by the Board for this program shall be 0.5 of the B.A. base salary in effect in September of each school year. Funds remaining from the tuition reimbursement program at the end of the school year (July 1 through June 30) shall be carried forward as described in paragraph (f) below. Requests shall be considered and processed on a first come, first served basis.

c) Total reimbursement shall be the lesser of .00333 per quarter hour or the actual tuition cost of the course(s) taken. (A semester hour equals 1-1/2 quarter hours.) In any school year, a teacher may be reimbursed for not more than the equivalent of 15 quarter hours (10 semester hours) except when 7.02(e) applies. For purposes of this provision, part-time teachers shall be eligible to apply for tuition reimbursement on a pro-rated basis, e.g., a 1/2 time teacher may be reimbursed for not more than 7.5 quarter hours (5 semester hours) per year. To qualify for reimbursement:

1. The teacher must complete the school year following the taking of the course for which reimbursement is sought as a teacher in Oberlin unless the teacher leaves by Board-initiated action (nonrenewal or termination or suspension), or by resignation after threatened board-initiated action. Failure to complete the school year following the taking of other course(s) will result in the amount of tuition reimbursement paid being deducted from the teacher's final pay.

2. Course work must be scheduled so as not to interfere with the normal duties of the teacher.

3. Request for reimbursement shall be made to the building principal before the completion of the course and on forms provided by the Treasurer. Forms shall be available in each building. For purposes of this section 7.02, all traveling teachers shall be assigned to a "site" by the Superintendent.

4. The teacher must present proof of satisfactory completion of the course (a grade of "B" or better or a "pass" on a "pass/fail" system) by grade card or transcript to the Treasurer.

5. Satisfactory evidence (college receipt, credit card receipt, cancelled check, or other written proof) of payment, for all tuition costs for which reimbursement is sought must be presented to the Treasurer. Reimbursement will occur within thirty (30) days of submission of proof of successful completion of the course as described in 4(c) above.

d) In the event, during any school year, that two-thirds of the total determined under Section 7.02(b) above has been expended from the fund, a notice to that effect will be included with the next teacher's paycheck. Upon request, the President of the Association shall have the right to examine the Treasurer's records of tuition payments covered by this section.

e) In the event that the full amount specified by Section 7.02(b) above has not been expended in any school year, the excess amounts shall be distributed on a per hour basis. Teachers whose tuition reimbursement requests exceeded the maximum reimbursement level set forth in Section 7.02(c) above shall receive reimbursement for all approved but unreimbursed hours based on the following formula. The excess amount divided by the total unreimbursed quarter hours shall be the per quarter hour reimbursement (semester hour = 1-1/2 quarter hour). However, this amount shall in no case exceed either .00333 of the B.A. base salary per quarter hour or the actual tuition cost. The excess tuition reimbursement shall be computed after September 1 and distributed on or about October 1.

f) Funds remaining from the tuition reimbursement program at the end of the school year (July 1 through June 30) up to a maximum of five thousand dollars ($5,000), shall carry over as additional funds to the amount available in the tuition reimbursement program in the following school year. Funds up to a maximum of five thousand dollars ($5000) that remain beyond the aforementioned tuition reimbursement carryover shall be placed in the following year's District budget for use in teacher professional development to address topics such as support for professional growth plans, use of technology in the classroom, IB and other training and curriculum.

g) Where a teacher, at the request of the administration, agrees to take college course work in order to obtain additional certification and so be eligible to teach in that area of certification in the OCSD, the Board, upon completion of the course work and receipt of certification, will reimburse the teacher for the full cost of course attendance (tuition, books and fees). A form indicating administration approval of the teacher's enrollment in such courses shall be completed and signed by the teacher and Superintendent before enrollment. Reimbursement for tuition shall be paid in accordance with Article 7.02(c). Reimbursement for the additional tuition, books and fees shall be made by the Treasurer upon the teacher's submission of documentation for eligible expenses and receipt of the new certificate. Should the teacher voluntarily leave employment with the District within two (2) school years of the certification reimbursement payment under this provision, the Treasurer shall deduct such payment from the teacher's final paycheck. Payments under this provision shall not be included in the amount specified in Section 7.02(b). Credit hours acquired under this section shall be employed in determining the participating teacher's placement on the teacher's salary schedule.

h) Intervention specialists are encouraged to attain HQ status in all four content areas. The Board will pay for tuition and books and provide independent study options.

7.03 Extended Service

a) Modifications in the number of extended service days from year to year shall be implemented only after consultation among the Superintendent, teacher involved, the teacher's immediate supervisor and the Association President. Such consultation shall take place in a meeting. This meeting shall take place on or before May 31 of the preceding school year. Those persons, including the Superintendent or designee, will be afforded reasonable advance notice of the meeting.

b) The number of extended service days shall fall within the following ranges:

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

c) Extended service shall be paid at the teacher's per diem rate as defined in Section 8.04 and under separate supplemental contract.

d) Extended Service – One extended service day shall be given to any member of the bargaining unit whose classroom is changed from one location to another, provided the member of the bargaining unit puts in a full day's work, as verified by his/her building principal, in moving his/her materials, supplies, etc., from one location to another and in setting up the new classroom assignment. This paragraph does not apply to relocations caused by a building closure or a large-scale relocation caused by building construction. In those cases, the Superintendent and OOEA President will meet to discuss the members' needs related to accomplishing the relocation.

e) Pupil Service Conference

1. Members of the bargaining unit will be compensated at the rate of .0007 per hour for attendance at MFE, IEP, IAT and 504 conferences scheduled by the administration before or after the school year.

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

7.04 Employment

a) In order for a teacher to receive proper placement on the salary schedule, effective September 1, an official transcript must be on file in the Board office by October 1.

b) In order for a teacher to receive proper placement on the salary schedule, effective the second semester, an official transcript must be on file in the Board office by March 1.

c) The Superintendent may grant credit for experience in other institutions such as Peace Corps, Vista, colleges and universities. A teacher may also be given credit for business and professional experience in the teacher's certificated field.

d) The Superintendent and OOEA President may mutually determine to offer additional years of salary schedule placement credit to teachers newly employed in the District, provided that no newly employed teacher shall be paid, as a result of the granting of such additional credit, above the level of payment to any previously employed teacher in the District.

e) New teachers are subject to significant IB training requirements during their first few years in the District. New teachers should understand that those training obligations do not come with additional compensation, although documented allowable expenses are reimbursed when the training is required by the District.

7.05 Regular Teacher Compensation for Emergency Substitute Duty

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

b) Postings will be made to fill the position of lead teacher in each building, with the building administrator to appoint an applicant as lead teacher as approved by the Superintendent and Board. Such lead teacher will assume the responsibilities of the building administrator only in the event the administrator is absent from the building and when no other administrator is available to assume that responsibility. During such limited assignments, the lead teacher will continue to have classroom teaching responsibilities. A lead teacher will be assigned in each building. If an administrator will be out of the building and if no other administrator is available, then the lead teacher will take the place of the administrator. A substitute will be made available to take the lead teacher's classroom. It is understood that the lead

teacher position is not intended to have administrative responsibilities beyond those of taking the place of the absent administrator. Each building will determine the correct protocol in making arrangements for the lead teacher in the event of an absent administrator. The lead teacher will have authority as the absent principal. If possible, the lead teacher will contact the administrator or another administrator to seek recommendations if needed. If an administrator is out of the building for a long period of time, an interim administrator will be assigned. According to the supplemental contact for this position, the lead teacher is to be used in an emergency capacity only. At LMS or OHS this may be 30 to 60 hours per year and at OES 60 to 100 hours per year.

c) In the event a building administrator is scheduled to be out of the building for a half-day or more, and if no other administrator is available to take the place of the absent administrator, a substitute teacher may be employed to take the classroom of the lead teacher during her/his performance of responsibilities in that capacity. Lead teachers shall be issued a supplemental contract at .01 of the BA base salary per year for lead teacher at the High School and .03 of the BA base salary per year for lead teachers at the elementary buildings and Langston. A job description will be developed for these positions.

7.06 Curriculum

a) The primary responsibility and accountability for development and revision of curriculum and courses of study recommendations shall be vested in the Curriculum Director and the affected faculty. The first responsibility of each teacher is the performance of her/his teaching responsibilities and participation in the curriculum development process. Each teacher is expected to actively participate in the development and modification of the curriculum and course of study. All teachers are subject to the obligations set forth in Article V above. In developing or modifying curriculum/courses of study, the Curriculum Director and faculty involved shall include measures to assess the effectiveness of that curriculum with respect to student performance and mechanisms for training of those responsible for curriculum delivery.

b) A bargaining unit member from each discipline in each building shall be appointed by the OOEA President in consultation with the principal and building staff to serve as members of the Curriculum Advisory Group (CAG). The members shall be chosen by the end of May for the following school year; members shall be expected to serve for two years.

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

c) Annually the Curriculum Director, with input from the teaching staff, will formulate a plan for the following year's curriculum activities. The plan will include a projection of costs for that year, a needs assessment, and cost projections for the current and two subsequent years. In subsequent years the plan will be revised by May by the Curriculum Director in conjunction with the curriculum oversight group to reflect the following year's curriculum activities. The plan will be shared with staff for feedback.

d) In the event the Board determines not to fill the Curriculum Director position, the Association may demand bargaining regarding the process for curriculum development to be followed until the position or an analogous position is refilled.

e) Special Curriculum and Special Projects – Curriculum work or special projects outside the regular school year, e.g., in-service instruction, curriculum work during spring recess, Saturday or Holiday work, will be submitted to the Curriculum Director, whose recommendation on the work or project will be forwarded to the Superintendent. Each bargaining unit member shall be compensated .001 of the current B.A. base salary per hour of work. Qualifying work includes special curriculum projects as well as development, implementation, leadership, teaching and assessment of inservice programs for District professional staff. The superintendent will verify and approve all compensation requests.

f) Technology Applications in Education Committee – The Technology Applications in Education Committee shall be a standing committee and shall provide consultation to other graded course of study revision committees on issues relating to technology. Committee membership is to consist of each building's technology coordinator. The Committee will be chaired by the District Technology Director.

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

7.07. Extracurricular Service

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

a) Minimum hours expected for work to be completed outside the contractual work day; the number of students served in the position; responsibility for funds; interaction with the public; program responsibility; supervision of other adults; responsibility for District equipment; responsibilities set out in job description; qualifications/special skills required.

b) It is understood that the primary responsibility of a teacher is to teach and to perform assignments and duties related to the teaching function. If the performance

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

c) In order to be eligible for supplemental contract payments here set forth, those filling athletic supplementals must comply with the job responsibilities set out in any applicable job description/athletic handbook, including submitting, to the appropriate building principal or athletic director, confirmation that she/he has supervised the students in that sport in all scheduled contests and practices, unless excused in advance by the principal or athletic director. To be compensated in accordance with the schedule here set forth, advisors must comply with any applicable job description/provisions of the applicable job duties set out in any applicable advisor handbook, must advise the appropriate building principal or athletic director of the schedule of meetings she/he has established for the students participating in the activity, and must submit confirmation, to the building principal or athletic director, that she/he attended all such meetings and events unless excused in advance by the principal or athletic director.

d) The parties understand and agree that supplemental contracts are automatically nonrenewed at the conclusion of each school year and that the administration is responsible for making recommendations to the Board regarding those who will fill supplemental positions.

e) Holders of supplemental contracts in each of those areas are expected to fulfill the associated responsibilities. A teacher is not eligible for appointment to a supplemental position if her/his commitments to other supplemental duties in Oberlin or elsewhere prevents completion of job responsibilities. A teacher who fails to complete supplemental contract responsibilities may be subject to removal from the position in the course of the school year.

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

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

Principal/supervising administrator will meet with the teacher to reach such an understanding.

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

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

f) Extracurricular service salary index

EXTRACURRICULAR SERVICE SALARY INDEX

Contract Hours Expectation*	Class	0 Years Experience	1 Year Experience	2 Years Experience	3 Years Experience	4 Years Experience	5+ Years Experience
60-100	I	0.0350	0.035	0.035	0.040	0.040	0.045
100-140	II	0.050	0.050	0.050	0.055	0.055	0.065
140-180	III	0.070	0.070	0.070	0.075	0.075	0.085
180-220	IV	0.090	0.090	0.090	0.095	0.095	0.105
220-280	V	0.110	0.110	0.110	0.115	0.115	0.125
280-340	VI	0.140	0.140	0.14	0.145	0.145	0.155
340-400	VII	0.170	0.170	0.170	0.175	0.175	0.185
400+Above	VIII	0.200	0.200	0.200	0.205	0.205	0.215

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

EXTRACURRICULAR SALARY SCHEDULES FOR DURATION OF AGREEMENT

2024-2025
Base Salary $37,402

Class	0 Years Experience	1 Year	2 Years Experience	3 Years Experience	4 Years Experience	5+ Years Experience
I	1,309	1,309	1,309	1,496	1,496	1,683
II	1,870	1,870	1,870	2,057	2,057	2,431
III	2,618	2,618	2,618	2,805	2,805	3,179
IV	3,366	3,366	3,366	3,553	3,553	3,927
V	4,114	4,114	4,114	4,301	4,301	4,675
VI	5,236	5,236	5,236	5,423	5,423	5,797
VII	6,358	6,358	6,358	6,545	6,545	6,919
VIII	7,480	7,480	7,480	7,667	7,667	8,042

2025-2026
Base Salary $38,524

Class	0 Years Experience	1 Year	2 Years Experience	3 Years Experience	4 Years Experience	5+ Years Experience
I	1,348	1,348	1,348	1,541	1,541	1,734
II	1,926	1,926	1,926	2,119	2,119	2,504
III	2,697	2,697	2,697	2,889	2,889	3,275
IV	3,467	3,467	3,467	3,660	3,660	4,045
V	4,238	4,238	4,238	4,430	4,430	4,816
VI	5,393	5,393	5,393	5,586	5,586	5,971
VII	6,549	6,549	6,549	6,742	6,742	7,127
VIII	7,705	7,705	7,705	7,898	7,898	8,283

2026-2027
Base Salary $39,680

Class	0 Years Experience	1 Year	2 Years Experience	3 Years Experience	4 Years Experience	5+ Years Experience
I	1,389	1,389	1,389	1,587	1,587	1,786
II	1,984	1,984	1,984	2,182	2,182	2,579
III	2,778	2,778	2,778	2,976	2,976	3,373
IV	3,571	3,571	3,571	3,770	3,770	4,166
V	4,365	4,365	4,365	4,563	4,563	4,960
VI	5,555	5,555	5,555	5,754	5,754	6,150
VII	6,746	6,746	6,746	6,944	6,944	7,341
VIII	7,936	7,936	7,936	8,134	8,134	8,531

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

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

g) Coaching and Athletics

Class I: Intramurals, Elementary K-6 (1 each – fall, winter, spring)
Indoor Track H.S.
Fall Cheer M.S.
Winter Cheer M.S.

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

h) Advisorships

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

i) Professional Responsibilities

Class I:	RTI (Response to Intervention Coordinator (standing member/meetings outside school day). Building Technology Coordinators
Class II:	Oberlin Professional Development Committee (OPDC) Lead Mentor
Class III:	None
Class IV:	None
Class V:	None
Class VI:	None
Class VII:	None
Class VIII:	None

j) All work on curriculum (Section 7.06(e)) all professional development work (Section 14.05(d)), and all IB work shall be paid at the professional development rate of .0042 of the BA base salary per day or one-sixth of that rate per hour.

k) Any teacher who serves as a class advisor shall be credited one year of experience for each year served regardless of which class the teacher advised. An advisorship position may be shared by two bargaining unit members upon mutual request of the staff members involved and approval of the building principal. The bargaining unit members sharing the advisorship position shall be placed at the appropriate position on the salary schedule in 7.07(a) above and each shall be paid one-half of that amount.

l) When supplemental duty positions are proposed or created in the period between negotiations, the Association President or designee will be given the responsibility to make a recommendation to the Superintendent regarding the appropriate placement on the supplemental service salary schedule.

m) Members of the bargaining unit shall have the following options for receiving pay for supplemental contracts, when that option is applicable to the particular type of contract. The option is to be selected by the teacher at the time the contract is signed:

1. Non-athletic coaching supplemental contracts may be paid in equal installments with regular paychecks. This option is not available for athletic coaching supplemental contracts.

2. Payment for the total amount at the completion of the coaching season or the activity, and upon final accounting for all equipment and clearance for payment by the Athletic Director or Principal, included in the regular paycheck issued within three (3) weeks after receipt of Athletic Director or Principal clearance by the Treasurer.

3. Payment of the total amount included with the regular paycheck in the first pay period in June.

n) Any coach who believes that the safety of participants in a sport activity is compromised by the absence of an additional assistant coach may submit a written request to the athletic director and the middle school or high school principal, as appropriate, to add an assistant coach. The coach will submit supporting rationale in writing for his/her request. In the event the request is not accepted by the building principal and athletic director, the coach, if he or she elects, may appeal that decision to the Superintendent and the Board.

o) No supplemental compensation will be paid for participation on DSC and TAEC.

7.08 Retirement Pickup

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

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

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

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

7.09 Tuition Waiver

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

ARTICLE VIII – PAYROLL

8.01 Pay Periods

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

8.02 Payroll Deduction, Dues

Teachers' professional dues will be deducted provided a written authorization for each teacher requesting such payroll deduction is forwarded to the Treasurer by September 30 of each school year. If the written authorization is continuous and is not cancelled, dues will be deducted from twenty-two (22) pays. For hourly members of the bargaining unit, dues will be deducted from the first pay of each month beginning in October and continuing through August. Dues will be deducted, for those with new authorizations, in equal installments from the remaining pays in the school year of authorization. If the employee's remaining payroll, once dues deductions are commenced, is not adequate to cover the full amount of the required deduction the employee is responsible for payment of the balance directly to the Association. In the event that a bargaining unit member requests that the Treasurer cease payroll deduction of dues, the Treasurer shall notify the president and treasurer of the Association within five (5) work days.

8.03 Delayed Accounting for Absence

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

8.04 Rate for Computing Deductions

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

8.05 Ratio for Salary Adjustment Prior to Completing Contract

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

8.06 Direct Deposit

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

8.07 Cost-Neutral TPO Supplemental Stipend

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

ARTICLE IX – INSURANCE BENEFITS

9.01 Term Life Insurance

Term life insurance in an amount equal to twice the B.A. base salary effective September 1 of each year of this agreement, rounded to the nearest $1,000, to a maximum of $50,000,

will be provided to all teachers covered by this Agreement who elect such coverage. The full cost of this insurance benefit will be borne by the Board. Subject to the rules of the carrier, members may be able to purchase additional term life insurance at group rates at the member's own expense.

9.02 Hospitalization, Medical, Prescription, Vision and Dental Insurance

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

a) Effective August 1, 2017, when the drug is approved by the carrier selected by the consortium, the drug program shall provide a $10 co-pay for generic prescriptions, a $25 co-pay preferred name brand prescriptions, and a $40 co-pay for non-preferred name brand prescriptions; a $10 co-pay for mail order generic, a $25 co-pay for mail order preferred name brand, and a $40 for mail order non-preferred. For initial issuance of prescriptions for long-term drugs (defined as those to be prescribed to be for one year or more), the employee's physician will issue a thirty day prescription to be filled at a local store with concurrent issuance of a prescription for mail order. Effective September 1, 2017, all prescriptions shall be governed by the terms and conditions of Express Scripts' step therapy program.

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

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

d) Doctors who perform unanticipated additional surgical procedures during an approved operation will be reimbursed at the normal rate for the unanticipated procedure.

e) Diabetic testing supplies will be covered by the insurance program.

f) Hospice care (home or hospice facility) will be covered as an option where the patient is otherwise eligible to be hospitalized.

g) Subject to the rules of the carrier, domestic partners will be eligible for coverage under the family insurance program. To be eligible for such domestic partner coverage, the employee and domestic partner must be the sole domestic partner of each other, at least 18 years of age, and have provided to the carrier at least three of the following: joint lease, mortgage or deeds; joint ownership of vehicle; joint ownership of checking account or credit account; designation of the domestic

partner as a beneficiary for the employee's life insurance or retirement benefits; designation of the domestic partner as a beneficiary of the employee's will; designation of the domestic partner as holding power of attorney for health care; or proof of shared household expenses. An employee may enroll a domestic partner within the same time periods as apply to the enrollment of spouses. At the time the employee seeks to enroll a domestic partner, the employee must complete a statement of marriage or domestic partnership.

h) Orthodontia lifetime maximum is established at $1,500.

i) Contact lenses will be reimbursed at $100 per year per covered dependent.

j) The Board-provided insurance coverage shall not include the coverage described in the Hearing Rider of the applicable health plan documents.

k) The office visit copayment per visit shall be $15 (for both in-network and out-of-network office visits).

9.03 Cost of Insurance Benefits

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

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

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

c) Home Instructors are not eligible to participate in the insurance program.

9.04 Health Care Committee and Cost Containment

a) A committee (Health Care Committee) composed of four (4) representatives appointed by the President of the Association, two (2) representatives appointed by the President of OAPSE, and three (3) representatives of the Board shall be created and charged with considering health insurance matters. The Committee shall annually elect a chairperson. Regular minutes of all meetings of the Committee shall be kept and shared with all members. All decisions of the Committee shall be achieved by consensus, i.e., all represented parties on the Committee shall agree with the decision. The Health Care Committee shall regularly be provided with

health insurance data, including enrollment levels, claims paid versus premiums, and such other data as the members of the Health Care Committee believe will facilitate the committee's processes. The Health Care Committee's responsibilities include reviewing insurance costs, exploring program additions or modifications, examining utilization patterns, and looking for various cost containment options. The Health Care Committee will review cost of implementing individual Flexible Spending Accounts.

b) The Health Care Committee shall be authorized to utilize such consultants as it deems appropriate, with the expense (if any) to be assumed by the Board. The Health Care Committee shall be advised, as soon as possible, of the anticipated level of premiums for the succeeding benefit year. If the Health Care Committee recommends changes in program design, premium sharing, insurance carriers or providers, or other modifications, such changes shall be implemented following approval by the full membership of the Association, OAPSE and the Board.

9.05 Spousal Mandate

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

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

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

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

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

removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

b) Should a teacher submit false information or fail to timely advise the Board of a change in her/his spouse's eligibility for a group health insurance and/or prescription drug insurance through the spouse's employer/retirement provider, and such false information or failure by the results of the Board's plan providing benefits to which the spouse is not entitled, the teacher shall be personally liable to the plan for reimbursement of the full costs of any benefits and expenses, including attorneys' fees and costs, incurred by the Board's plan. Any amount to be reimbursed by the teacher may be deducted from the salary or benefits to which the teacher would otherwise be entitled. In addition, the spouse will be removed immediately from the Board's group health insurance and/or prescription drug insurance coverage. Submission of false information regarding eligibility of a spouse for health benefit and/or prescription drug coverage from the employer/retirement provider of the spouse by a teacher will subject that teacher to disciplinary action up to and including possible termination of employment.

c) Any teacher whose spouse had been covered under the teacher's District provided family plan coverage as of April 1, 2014 but is required to obtain single group health and prescription drug coverage under the spouse's employer's plan under this Section is eligible for a stipend payment under this Paragraph. The stipend amount is the lesser of: 1) one hundred fifty dollars ($150) per month and 2) the lesser of the amount the spouse actually paid for single coverage in the spouse's employer's plan and the least expensive single coverage option in the spouse's employer's plan, subject to the following. The one hundred fifty dollar ($150) monthly stipend limit reduces by twenty five dollars ($25) each July 1, starting on July 1, 2015. (For example, the monthly stipend limit for 2017-2018 will be $75, the monthly stipend limit for 2018-2019 will be $50, the monthly stipend limit for 2019-2020 will be $25, and so on).

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

9.06 Smoking

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

within the district. Enforcement will be nondiscriminatory as to all groups in the school community.

ARTICLE X – CALENDAR

10.01 Calendar Days

a) Teachers new to the Oberlin Schools shall be expected to take part in an orientation program of up to two (2) days prior to the start of the work year for returning teachers. Orientation days shall be compensated at a rate of two hundred fifty dollars ($250) for each day for a total of five hundred dollars ($500). Records days are intended for faculty to complete grades and other necessary recordkeeping activities. On such days staff members are not to leave early and may agree by consensus to participate in meetings and with approval of the principal may leave the building early.

b) NEOEA day will be either the one designated in-service day or an unpaid holiday. Teachers who wish to attend a NEOEA day program may apply for professional leave reimbursement in accordance with Article XIV, Section 14.05. For the life of this Agreement, NEOEA Day shall be an unpaid holiday.

c) Up to three (3) days for staff development in-service may be added to the calendar each year by decision of the Superintendent. Attendance at such staff development in-service days will be voluntary, but teachers are encouraged to attend and participate. Those who attend and participate shall be paid a stipend of .004 of the BA base salary for each day of attendance.

d) An additional required in-service day may be added to the annual calendar by mutual agreement of the Superintendent and the OOEA President, with each teacher paid at her/his per diem rate. This agreement must be made prior to the adoption of the school calendar for the affected year.

e) The Board may add days or hours to the school calendar if necessary to meet state minimum school contact hour requirements at any building.

10.02 School Calendar

a) Except as provided in Section 10.01(c) and (e), the school calendar will consist of a total of one hundred four (184) workdays for bargaining unit members and will be based on 178 days of student attendance, two (2) parent conference days, one (1) orientation day, one (1) records day at the end of each semester, one-half (1/2) records day at the end of the first (1st) and third (3rd) grading periods, and one (1) in-service day. In developing the calendar for the academic year, the Board shall involve three OOEA members who are appointed by the OOEA President and the OOEA President, in addition to counselors and the administration, in the process.

NEOEA Day will be a non-scheduled, non-duty, unpaid day. The Thanksgiving break will include the Wednesday before Thanksgiving (as a comp day for one of the parent conference days), as well as the Friday following Thanksgiving. Spring break will follow the end of the third academic quarter. Should Easter fall at the beginning or end of spring break, the previous Friday or the following Monday will be added to Spring break as the second comp day for one of the parent conference days. If Easter does not fall within spring break Good Friday will be the second comp day and the Monday following Easter will be a non-school, non-scheduled day. The calendar will include two full weeks for winter break, which will end at the conclusion of the week (Monday-Friday) in which New Year's day falls. However, if New Year's Day falls on a Saturday or Sunday, the school year will resume the Monday following the weekend including New Year's day. The final records day will be the day immediately following the last day of student attendance. However if that day is a Friday, the final records day will be the following Monday. High school graduation will be scheduled on or before the final work day of the year for teachers to facilitate teacher attendance at the commencement ceremony.

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

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

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

a. outside of the school day;

b. in a manner designed in good faith to achieve the same level and quality of communication with parent; and

c. within one week of the teacher's return after the missed conference evening.

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

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

ARTICLE XI – TEACHING CONDITIONS

11.01 Instructional Load

a) Instructional load shall be equitably distributed among members of the instructional staff. Faculty within a department or grade level in a building may provide input to the appropriate administrator regarding equitable distribution of classes and students.

b) Class Size Review. The District Leadership Team shall meet annually to review class size and load (Article 13.01(e)). A special effort shall be made to review class size in Kindergarten through Third Grade in order to maintain educational quality.

11.02 Planning Time and Department/Team Meetings

a) Teachers in the secondary schools shall have five (5) unassigned class periods per school week. Normally, teachers will be scheduled for one such period per day, unless such scheduling will be inconsistent with the educational objective of a building or program where a different arrangement is agreed to by the teacher and principal. No period less than forty (40) minutes, which teachers shall receive a minimum of daily, will be considered preparation time.

Teachers in the elementary grades (K-6) shall have, on the average over a school year, two hundred (200) minutes of unassigned time per week during the student day. No period less than forty (40) minutes, which teachers shall receive a minimum of daily, will be considered preparation time.

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

c) In addition to planning periods, at least three (3) periods per teaching week in each building shall be used for meetings, addressing professional development, department/team meetings, RTI, IB, and team planning. The order and content of such daily meetings shall be determined at the building level by the building principal and building staff.

11.03 Non-Instructional Duties

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

11.04 Lesson Planning

a) Each teacher shall keep an outline of class procedures. A daily schedule which has been approved by the principal shall be filed in the office by September 30th of each school year. This will be an aid to the principal and supervisors.

b) Teachers who will be absent from school due to illness or other reasons shall provide appropriate lessons for the substitute.

c) Each teacher is responsible for the preparation and maintenance of a weekly lesson plan prepared in accordance with the course of study for the curriculum program established by the Board. Lesson plans will include components that reflect curriculum references, activities, and assessments with an understanding that plans for special education students are individualized according to IEPs and do not always reflect grade level indicators. Such weekly lesson plans shall be available for review by the principal. Such review shall not interfere with the use of such plans in the classroom with the understanding that, if a teacher cannot provide a lesson plan during the course of a particular class, the teacher shall provide the lesson plan to the principal by the next morning.

11.05 Traveling Teachers

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

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

b) Traveling teachers shall be reimbursed at the rate of .007 of the current B.A. base salary for teaching assignments in two buildings and .0121 of the current B.A. base salary for teaching assignments in three buildings. Such reimbursement shall be made not later than June 30 and shall be reduced on a prorated basis for those who perform such assignments for less than a full school year.

c) A traveling teacher shall not be required to attend more meetings than a teacher who is scheduled at one building. Assignment of noninstructional duties to a traveling teacher shall be coordinated between the building principals to insure that the traveling teacher does not receive more noninstructional duties than classroom teachers assigned to one building.

d) In its August meeting, the District Leadership Team shall review the schedules of traveling teachers for the coming school year.

e) For purposes of tuition reimbursement calculation, submission of leave forms and professional leave fund allocation, traveling teachers shall be treated as assigned to one building.

11.06 Job Sharing

a) With the approval of the building principal and Superintendent or designee, two teachers may share a certificated teaching assignment.

b) Teachers who wish to share an assignment shall submit a written plan for such arrangement to the building principal no later than April 1 of the year preceding the proposed job share. The plan must include the following elements:

1. The plan will be in effect for a full school year;

2. The area of teaching assignment, including grade level, building and courses to be shared;

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

4. The percentage of the regular full-time workday each participant proposes to teach.

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

d) All negotiated benefits shall be split according to the percent of the regular full-time teacher workday served by the participant.

e) Participants shall acquire seniority credit for layoff and salary schedule placement purposes on a proportionate basis, e.g., one-half time service provides one-half year credit.

f) Job-sharing teachers shall be considered for changes in contract status, evaluation and layoff on the same basis as full-time teachers.

g) Each participant must attend all evening and after-school meetings expected of full-time teachers and such assignments.

h) The Superintendent and Board agree to view each application on its own merits and to base any decision upon whether the proposed job-sharing will benefit the Oberlin Schools.

i) When a job-sharing participant is absent, her/his job-sharing partner shall be asked to substitute prior to any casual substitute being contacted.

11.07 Building Security

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

a) A building site committee shall be responsible for a building security plan, including an emergency lockdown plan, which might include procedures for limiting or controlling building access.

b) Annually, the building principal shall advise parents/guardians of the District's visitation policy, including the requirement that all visitors (including parents/guardians) check at the building office to receive permission to visit a classroom and that failure to check in and secure permission could result in the filing of trespassing charges.

c) All visitors are expected to provide 24 hours notice before visiting a classroom. That notice period may be waived with the consent of the teacher. A teacher who receives an unannounced visit by a parent/guardian or other person shall refer that person to the building office to follow procedures. If the visitor does not follow procedure repeatedly, the visitor will be contacted in writing by the building office and reminded of the visitation policy and the potential penalty for its violation.

d) A teacher who anticipates a potentially volatile visit by a parent/guardian/sibling shall advise the principal, if possible, and shall conduct the conference in a secure conference area of that building. If the teacher requests the presence of an administrator at such a meeting, an administrator shall attend.

11.08 Copy Machines

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

b) Teachers shall assess copy needs and costs to determine the cost effectiveness of ordering supplemental materials compared to copying. Administrators shall undertake a similar assessment.

11.09 Building Access

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

Teachers will have access to the building they work in during the following times:

- Teacher workdays: 6 a.m. to 9 p.m.
- Weekdays that are not scheduled teacher workdays: 8 a.m. to 3 p.m.
- Sundays: 9 a.m. to 9 p.m.

Teachers shall not have access to the District's buildings on Saturdays, except to the same extent as members of the public.

Each teacher, upon request to the building principal will be issued the means to open the primary building entrance door and any door necessary to gain access to the alarm keypad. To the extent District buildings' alarm systems can be automatically set to activate outside of the hours set forth above, administration will set the alarms to automatically turn on and off and teachers shall not be responsible for activating or deactivating the alarms in buildings where the alarms are automatically set. Teachers, in recognition of building security and safety concerns will agree to the following conditions:

- Teachers will not share their building key with anyone including staff who have also been issued a building key.
- If a teacher loses his/her key, he/she will assume financial responsibility for re-keying the associated doors.
- Teachers may only bring family members with them and those family members must stay with the teacher at all times.
- Recognizing that building custodians and maintenance personnel are dedicated professionals working to keep our buildings safe and sanitary, teachers will make a good faith effort to keep the building in the condition they found it. This includes turning off lights and any equipment used.
- Recognizing that custodial and maintenance work is done after hours and even on weekends, teachers will not impede that process during work outside of the teaching

school day. Teachers will not interrupt the work of custodians or other maintenance personnel.

- Teachers who have been issued a building key will turn in the key at the end of each school year or make other arrangements with the building principal. Access during June and August is not discouraged but may be limited due to custodial/maintenance issues. Teachers shall not have access (beyond public access) to the District's buildings during the month of July, unless the teacher is under contract with the Board to provide services during that time (for example, coaching, supervising an extracurricular activity, or providing summer academic instruction).

- Teachers must sign the building's board with the teacher's name and the names of any family members with the teacher if they are in the building outside of contracted hours.

- Bringing any individual beyond family into the building during non-school hours requires a building permit.

11.10 Evaluating Data Collection Procedures and Materials

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

11.11 Building Conditions

a) The Association President and Superintendent shall discuss facilities-related needs a minimum of one (1) time per grading period during regular meetings detailed in 13.05.

b) When a member of the bargaining unit submits a work order through the District designated reporting system, the Association President shall immediately be notified of such report. The Superintendent shall provide updates on the issue during regular meetings detailed in 13.05 until such time as the issue is resolved.

c) The Association shall appoint a member to the District Facilities and Finance Strategic Planning Committee.

ARTICLE XII – TEACHING DUTIES AND RESPONSIBILITIES

12.01 Teaching Day

a) Effective with the 2021-22 school year, the teaching day shall not exceed seven (7) hours, twenty-five (25) minutes, which includes at least a thirty (30) minute duty-free lunch period. The administration shall determine the daily teacher start and end times at each building, with the full day not to exceed the 7 hours, 25 minutes set forth herein. The building principal shall notify teachers of the daily start and end times by August 1 each year, except in emergency situations. Each bargaining unit member may be given specific assigned duties during the 15 minutes prior to the convening of the regular class day and the 15-minute period after dismissal of students.

b) Teachers will schedule non-emergency meetings to occur within two (2) school days of the principal's request for the meeting. Meetings with the principal addressing teacher performance will be conducted expeditiously. The teacher is entitled to representation.

c) A special education teacher may request the assignment of permanent substitutes if available to provide class coverage for the preparation of IEP's by the teacher. During any month where one-third or more of the IEP's of the teacher's assigned students are expiring, the special education teacher will be given one or two days of release time to prepare IEP's or compensatory time if a substitute is not available.

d) Any bargaining unit member who, upon request of the Superintendent, agrees to extend his/her teaching day beyond that of the regular day for his or her assigned building shall be paid in accordance with Article 7.01(b) for each additional period taught.

e) Principals shall make every effort to ensure equitable distribution of duties and responsibilities to support curriculum programming, such as program-specific IB requirements. Teachers and principals shall work collaboratively to address frequency of meetings for team planning time and agendas for those meetings that include vertical and grade-level team time, and time to meet with the IB coordinator – all with no more than three assigned meetings per week. Of these three weekly meetings, one meeting per week shall concern IB matters, but only two per month will be IB coordinators, with the understanding that the IB coordinator is also available as a resource for all weekly IB meetings. These meetings will not reduce the preparation time found in Section 11.02. Teachers that have dual responsibilities of MYP and DP requirements shall work collaboratively with their principal and IB coordinator to schedule release time as appropriate to address teacher load and staffing needs.

During the first semester, one of the existing regular staff meetings shall be dedicated toward vertical and departmental alignment, with the meeting directed

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

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

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

12.02 Faculty Meetings

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

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

12.03 Homeroom

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

12.04 Planning

a) Each teacher shall keep an outline of class procedure. A daily schedule which has been approved by the principal shall be filed in the office by September 30th of each school year. This will be an aid to the principal and supervisors.

b) Teachers who will be absent from school due to illness or other reasons shall provide appropriate lessons for the substitute.

c) Each teacher is responsible for the preparation and maintenance of a weekly lesson plan prepared in accordance with the course of study for the curriculum program established by the Board. Lesson plans will include components that reflect curriculum references, activities, and assessments with an understanding that plans for special education students are individualized according to IEP's and do not always reflect grade level indicators. Such weekly lesson plans shall be available for review by the principal. Such review shall not interfere with the use of such plans in the classroom with the understanding that, if a teacher cannot provide a lesson plan during the course of a particular class, the teacher shall provide the lesson plan to the principal by the next morning.

12.05 Copyright

When available materials do not meet the needs of a teacher or his/her class, a teacher is encouraged to develop original materials. Such materials are considered a work for hire and the copyright belongs to the Board. However, the teacher is automatically and hereby granted an unrestricted, perpetual, irrevocable, fully-paid up, worldwide, royalty-free, fully sublicenseable and nonexclusive license to use, reproduce, modify and create derivative works from, distribute, publicly perform, publicly display, make, have made, sell, offer for sale, and import the materials, by all means now known or later developed. The provisions of ORC Chapter 2744 shall be followed with respect to the protection of teachers from claims of liability arising in connection with teacher use of District technology.

12.06 Grades

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

12.07 Communication

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

12.08 Interim Reports

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

12.09 Assignment Notification

Bargaining unit members who are returning for the next school year shall be notified in writing of their anticipated building(s) and work assignment(s) by May 1.

ARTICLE XIII – OPERATIONAL DECISION MAKING BASED ON OHIO IMPROVEMENT PLAN

13.01. District Leadership Team

a) The Superintendent/Designee and the Association President will determine members of the DLT based on data and OIP needs including but not limited to:

- Treasurer/designee
- Teacher Members
- Administrators
- School counselors and instructional coaches

b) The DLT shall operate according to the Ohio Improvement Process.

c) The DLT shall hold a minimum of three (3) meetings per school year as established jointly by the Superintendent/Designee and the Association President. The topics for the meetings shall be based on District OIP goals and will be adjusted from year to year based on those goals.

d) The DLT may assume curricular responsibilities and serve as a forum for teacher and parent participation in the review of curriculum.

e) The agenda for DLT meetings shall be jointly approved by the Superintendent/Designee and the Association President.

13.02. Building Leadership Teams

The Building Leadership Teams shall meet monthly to discuss building-based OIP issues including but not limited to academic data, attendance data, PBIS, family engagement, safety and security, and operational issues that enhance the OIP process.

a) The building principal and building representatives shall determine by mutual agreement the numbers and identity of committee members.

b) Members serving on the BLT should do so with the understanding that additional commitments of time will be required on their part.

c) The decision rules for processing ideas are as follows:

1. Within budgetary resources allocated to the site

2. With consideration for effects on other sites

3. Meets goals of OIP Process

4. With consideration of board policies and state law

5. Reached through consensus decision-making

13.03. Teacher-Based Teams

The Teacher-Based Teams shall be grouped by grade band or content area and meet weekly at the building level to discuss implementation of District and Building level initiatives that flow from the DLT and BLT and to facilitate data discussions and instructional planning to positively impact student learning.

13.04. Recommendations for Professional Development

The BLTs and TBTs will provide recommendations to the DLT regarding professional development needs in the District and Buildings.

The recommendation will be a priority in consideration of professional development options.

13.05 Labor/Management Resolution Process for District and Building Level Issues

In the spirit of cooperation and in order to maintain open lines of communication, representatives of the Board and OOEA shall meet as a Labor/Management Committee. The base committee shall comprise of the Superintendent and OOEA President. Each party may further invite participants based on the needs and subjects to be addressed.

A. Superintendent/OOEA President Consultation:

The Association President or designee shall meet on a regular basis, generally once a month (or as needed) and just prior to each Board meeting, with the Superintendent or designee to discuss matters of mutual concern that may arise from the administration of this Agreement.

During these meetings, the Superintendent/Designee and the OOEA President will review and discuss the professional development topics for the next school year.

During these meetings, the Superintendent/Designee and the OOEA President will review and acknowledge the DLT/BLT members. This could include recruiting and encouraging new participants to ensure sufficient OOEA representation on the Teams. This should also ensure that DLT members are pulled, to the extent possible, from the ranks of the BLT members to ensure there are no gaps in information and implementation.

B. AD Hoc Committee:

The Association President or the Superintendent may bring additional representatives to the meeting. The Association President and Superintendent/Designee may appoint a committee of 3-4 members for each side to address larger issues as they arise.

The Committee shall meet as needed, at a time convenient to both parties. Meetings will be scheduled by mutual agreement. These meetings shall not be for the purpose of negotiation or to bypass the grievance procedure. A meeting may be postponed or cancelled by mutual agreement.

C. Building Consultation:

Each building, in a cooperative manner, will maintain a building level labor management committee that will meet monthly unless mutually agreed to otherwise. This committee shall consist of the OOEA Building representative(s) and the Building Principal.

D. Training:

The DLT Committee shall be consensus and LMC trained through the FMCS.

E. Subjects for Resolution:

Subjects that should be addressed through consultation and or committee meetings may include, but not be limited to:

1. Members and participants on the DLTs, BLTs and TBTs
2. Professional development based on, among other things, information that circulates through the DLT, BLT and TBT Teams.
3. Committees
4. State Mandated Training
5. Building Operations and Building Conditions

ARTICLE XIV – LEAVE PROVISIONS

14.01. Sick Leave

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

The maximum sick leave accumulated shall be unlimited.

b) Transfer – Any teacher who transfers from another Ohio school district shall be credited with the balance of accumulated sick leave up to the maximum accumulation in effect in the district at the time of transfer, upon presentation by the teacher of certification of such accumulated days.

c) Credit – Fifteen (15) days' sick leave credit shall be advanced to each teacher as needed to be charged against subsequently earned leave. To be eligible for such an advance, the teacher must be on or convert to the 24 pay plan. If the teacher uses all or part of the fifteen (15) days of sick leave credit and terminates employment before such sick leave has actually accrued, the teacher shall reimburse the OCSD for the sick leave used but not earned.

d) Notification – Teachers are to give as much notice as possible of an expected absence.

1) When giving notice more than 24 hours in advance of an absence, teachers shall record the absence in the electronic notification system.

2) When giving notice less than 24 hours in advance of an absence, teachers shall both record the absence in the electronic notification system and notify the substitute clerk the morning of their absence by the time specified by the Superintendent.

3) If, due to an emergency, the teacher is unable to record an absence in the electronic notification system before the absence, the teacher must record the absence in the electronic notification system not later than twenty-four (24) hours after the teacher returns to work.

4) A teacher who fails to record an absence in the electronic notification system within seven calendar days after the teacher returns to work will be docked pay for the day not recorded.

e) Illness and Death – Teachers may be absent from regular duties because of personal illness or injury. In case of illness or death, all persons listed in the definition below for "immediate family" of the teacher shall be valid reasons for the use of sick leave

by that teacher. "Immediate family" shall be interpreted to include father, mother, step-parents, brother, sister, husband, wife, child (includes step-children and foster children), domestic partner, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, uncle, aunt, and grandchild.

f) Use of Sick Leave for Bereavement – The parties recognize the importance of having sufficient staff available to operate schools on scheduled school days. Although the parties agree that it is important to pay respects to friends and colleagues who have passed, they also understand that a large number of staff absences can impede the schools from operating.

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

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

g) The birth and care of a child (for up to sixty [60] workdays).

The adoption of a child or placement of a child in foster care (for up to sixty [60] workdays).

h) Sick Leave Pool

1) A sick leave pool shall be established from voluntary donations of sick leave days from bargaining unit members.

2) In the first year of the duration of a OOEA Master Agreement, during the month of September, each teacher may donate two (2) day(s) to the Sick Leave Pool by notifying the Association President and district treasurer via district email. Each new hire into the bargaining unit shall have a period of thirty (30) days from his/her first day of duty to donate.

3) In the event that the balance in the pool reaches four hundred (400) days, donations shall be closed off to all but new hires. In the event that the balance in the pool reaches fifty (50) or fewer days, the pool shall be reopened for donations. Members who have not donated to the current pool shall be given the first opportunity to donate, followed by those who have.

4) Once a teacher donates sick leave and said sick leave is forwarded to the Board through the Association President, the sick leave donation is irrevocable. The sick leave donation shall be immediately deducted from the teacher who donated the sick leave and placed into the Sick Leave Pool.

5) A teacher may use the Sick Leave Pool if he/she has met all the following criteria:

   i. All of his/her paid leave has been exhausted, as verified by the office of district treasurer.

   ii. His/her absence is due to a catastrophic illness or accident, long-term illness, as certified by a doctor, of the teacher or a catastrophic illness or accident of an immediate family member.

   iii. The teacher has notified the Association president of his/her request to utilize the Sick Leave Pool.

   iv. The Executive Committee of the Association will review each application and will make the final decision as to the eligibility of the applicant.

6) A teacher shall receive no more than fifty (50) days from the pool at one time. If a teacher uses all of his/her initial allotment, he/she may reapply one (1) more time for Sick Leave Pool days pursuant to the same catastrophe.

14.02 Personal Business Leave

a) A maximum of three (3) days of personal business leave per school year may be granted to all teachers. Those employed for one-half (1/2) of the school calendar may apply for one and one-half (1-1/2) days of personal leave.

b) Personal business leave days are non-cumulative. Personal business leave may be granted to permit the teacher to conduct personal business affairs or other emergency matters that cannot be scheduled and/or resolved outside regular school hours. Personal business leave days may not be taken for any purpose covered by any other form of leave available from the Board, including sick leave. Such leave should not be taken to extend vacations or holiday periods included in the school calendar. A teacher shall qualify for personal business leave prior to or after a

vacation/holiday period when such leave is for purposes other than extending the vacation/holiday period, but must furnish a valid reason for requesting such leave.

c) Written requests for personal business leave shall be presented to the building principal for transmittal to the Office of the Superintendent at least three (3) days prior to the start of the requested leave. In the event of an emergency, the teacher shall notify his/her immediate supervisor or the Office of the Superintendent of his/her intended use of personal business leave at the earliest possible time.

d) Personal business leaves may be granted on the basis of ten (10) per school day in the District. They should be granted across school lines and not limited to a specific number per building.

e) Additional personal business leave days, paid or unpaid, may be granted at the discretion of the Office of the Superintendent.

f) Falsification of personal business leave is grounds for termination of employment.

g) At the close of the school year, if a teacher has used no personal business leave, they shall have the option to be compensated $150.00 per unused day or roll over their days to sick leave. Any teacher who has taken less than three (3) days of personal business leave during that year will have the remaining days added to her/his sick leave accumulation total as calculated under Section 14.01(a).

h) Any teacher who exhausts personal business leave days may take additional paid days for observance of religious holidays on which the teacher's observance of his/her religion requires total abstinence from work. Any teacher who exhausts personal business leave days for religious observance may take up to two additional days for other personal reasons. Such added days will be charged to the teacher's accumulated sick leave.

i) Annually a statement shall be issued jointly by the Board and OOEA which sets forth the proper basis for using personal business leave emphasizing that personal business leave is to be used only for personal business affairs or other emergency matters that cannot be scheduled and/or resolved outside of regular school hours, that personal business leave days may not be taken for any purpose covered by any other form of leave available from the Board including sick leave, and that personal business leave should not be used to extend vacation or holiday periods.

14.03 Parental

Any member of the bargaining unit who is pregnant, domestic partner of a pregnant woman, an adopting parent, or new legal guardian may request and shall be granted a parental leave of absence. The member shall be permitted to utilize sick leave, per 14.01, for up to sixty (60) workdays of parental leave. Any parental leave past sixty (60)

workdays shall be without pay or benefits, except where noted in 14.03 b, on the conditions set forth as follows:

a) A written request for parental leave of absence shall be filed with the Superintendent at least six (6) weeks in advance of the anticipated beginning date of the leave. In the event that the child is born or adopted earlier than expected, the leave may commence at the date of birth/entry of child into household.

b) The parental leave of absence shall be for the balance of the semester or school year in which the leave commences, at the option of the teacher to be selected at the time the request for the leave is submitted. In the event of a leave beginning after April 1, the teacher may select a leave for the balance of that school year and for the first semester or the entirety of the succeeding school year. In the event a teacher requests a different return date, the Superintendent or the Superintendent's designee shall discuss the matter with the teacher, with the understanding that the Superintendent shall retain full discretion about whether or not a different return date may be taken. If the Superintendent does not allow a member to return on his/her requested date, the member shall be permitted to continue to utilize his/her own accumulated paid sick leave, even if such leave extends his/her parental leave past sixty (60) days.

c) The leave may be extended for one (1) additional school year upon the request of the teacher to the Board, made not later than March 15, preceding the year for which such extension of the leave is requested. In the event of leaves which commence after April 1, requests for extension of such leaves for one (1) additional school year shall be submitted not later than June 20.

d) Subsequent to the termination of the pregnancy, written application for reinstatement may be made by the teacher to the Superintendent at any time during the school year, and the teacher may be reinstated by mutual agreement. In any case, he/she shall be reinstated no later than the beginning of the next succeeding year unless his/her leave is extended in accordance with paragraph (c) above provided, however, that teachers on maternity or paternity leave shall not be entitled to early reinstatement to a vacant teaching position which is subject to being filled by a teacher recalled from the reduction in force list.

e) Where the Group Insurance Policy permits, a teacher on parental leave may continue to participate in those benefits which are provided to other teachers by payment of the group rates for such benefits.

f) Subject to the limitation below, during the first twelve (12) weeks of any parental leave of absence, the teacher's participation in the medical insurance coverage provided in Article IX of this Agreement shall be continued at the level of Board contribution as there provided. The provision, at Board expense, of such continued coverage shall be only for the first twelve (12) consecutive weeks of any parental leave of absence. Provision of such coverage at Board expense shall not exceed

twelve (12) weeks during any school year. In the event a teacher has taken paid sick leave in connection with the birth of a child, the period of paid sick leave shall be deducted from the twelve (12) week period for continuation, at Board expense, of health benefits during the otherwise unpaid parental leave of absence. A teacher will be eligible for a subsequent twelve (12) week period only upon her/his return to active service and completion of one full school year of active service.

14.04 Pregnancy Disability

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

14.05 Professional Leave

a) All teachers are encouraged to participate in professional activities of educational organizations which operate for the benefit of the Oberlin schools. These include membership and holding office in professional organizations, participation in curricula studies and educational leadership and experimental programs. Teachers are also encouraged to attend workshops and seminars and make visitations to other schools to study alternative learning and teaching methods, and to actively participate in meetings of local, state and national professional organizations which operate for the benefit of the schools.

b) The payment of teachers' expenses for approved professional leave incurred in attendance at such meetings, seminars and visitations and the salaries of substitutes shall be carried by the Board as an in-service item. Permission to attend professional meetings must be obtained from both the principal of the teacher's building and the Superintendent. The IRS approved rate will be used for mileage.

c) Reimbursement procedures are designed to encourage teachers to attend meetings that have been approved on the basis of activities that are specifically intended to make them more effective as representatives of the Board for improving the educational programs of the schools. The Superintendent will approve leave for delegates elected to attend other meetings, but without expense. Cost of the substitute necessary will be borne by the Board in such cases.

d) Teachers are encouraged to observe teaching colleagues in the Oberlin Schools, provided the principal and observing teacher are able to make acceptable arrangements for coverage of the observing teacher's duties.

14.06 Assault Leave

a) A teacher who is absent due to physical disability resulting from an assault which occurs in the course of Board employment or while in attendance at a school-

sponsored or related activity is eligible for assault leave. Up to five (5) days of such leave will be provided to the teacher upon submission, to the Treasurer, on the form prescribed by the Board. A certificate from a licensed physician must be supplied before assault leave may be approved for payment.

b) An additional ten (10) days of leave will be granted when the attending physician certifies that the physical disability resulting from the assault will endure for at least fifteen (15) school days from the date of the assault.

c) Additional days of assault leave may be granted by the Board upon the written request of the teacher.

d) Falsification of either a signed statement under (a) or a physician's statement is grounds for suspension or termination of employment pursuant to R.C. 3319.16.

e) A teacher who has been physically assaulted by a student or a member of the student's family may request and shall be granted the transfer and/or removal of that student from his/her classroom for the balance of the semester, provided that the teacher's injuries from the assault required professionally rendered medical attention and provided further that the teacher has filed criminal charges against the student or family member.

f) A teacher who has been the subject of a serious threat of severe bodily harm by a student, parent or guardian shall promptly report that threat to her/his building principal. With the agreement of the building principal, the teacher may be approved for up to five (5) days of assault leave. The teacher may request the transfer and/or removal of the student from her/his classroom, other forms of intervention for the student, classroom management assistance or the assignment of another adult to the classroom for up to the balance of the semester. The student is entitled to due process rights before a final decision on removal is made. Any such removal decision shall be made in accordance with the District's Code of Student Conduct. In accordance with Ohio law, if a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process within the classroom, the teacher may remove the student from curricular activities under the teacher's supervision and as soon as possible shall submit written reasons for the removal to the principal. If the principal reinstates the student to the curricular activity before any required hearing is conducted, the teacher will receive written reasons for reinstatement from the principal. By the end of September, 2007 (and reviewed each year) each building staff and principal will develop a plan for the emergency removal of students when administrators are not available.

g) A teacher summoned to appear in court as a result of filing charges pursuant to this Section 14.06 or summoned to appear as a witness in such matter shall be compensated and shall not have such day(s) charged to sick or personal leave.

14.07 Sabbatical and Study Leave

a) Certificated teaching personnel with at least four years of teaching service in the Oberlin Schools may be granted a leave of absence for one year or less of advanced professional study at a recognized college or university or other approved course of study upon meeting the following criteria:

1. Application for study leave shall be made not later than March 15 of the school year preceding the time for which the leave is sought. If the leave is being requested for the second semester only, application shall be made no later than the first school day in October. The request must include the following:

   i. A proposed program of unified college (graduate level) studies or independent study in an area related to professional education which is mutually agreed upon by the applicant and the Superintendent;

   ii. A rationale indicating how the proposed course of study will benefit the individual in his/her area of teaching, and how the proposed course of study will benefit the OCSD.

   iii. Any other materials the applicant wishes to submit.

2. Certified personnel seeking such sabbatical or study leave are eligible to have same granted by the Board upon the recommendation of the Superintendent in accordance with R.C. 3319.131 if the above criteria are met, and if there is available a satisfactory substitute, and if no more than five percent (5%) of the certificated staff is on such leave at any one time. The Superintendent will advise the applicant of his/her recommendation regarding the leave prior to Board action. The applicant may confer with the Superintendent to discuss the basis for his/her recommendation and shall have the right to be accompanied by a representative of his/her choice at such meeting.

b) If the above criteria are satisfied, the Board may permit the sabbatical or study leave and, in granting such leave, shall grant a partial salary equal to the difference between the substitute's pay and the teacher's expected salary. For purposes of this provision only, the term "substitute" is defined as the least senior teacher as defined in Section 19.03(d)(3) within the area of certification of the teacher on sabbatical leave.

c) Privileges, tenure and retirement rights shall be preserved for personnel on sabbatical or study leave. Sick leave shall not be accrued during the period of sabbatical leave. Credit shall be given on the salary schedule and seniority list as for regular teaching service in the Oberlin Schools. The teacher may participate in the group insurance program, subject to the rules of the carrier, by paying all

premium costs each month to the Treasurer. The teacher shall be eligible for tuition reimbursement as defined in Section 7.02.

d) Obligations – Upon completion of leave, each grantee shall submit to the Superintendent of Schools evidence of having completed the proposed plan of study and shall return to the Oberlin School system for at least two (2) years of continuous service. A written agreement signed by both parties shall stipulate the obligations and the privileges as set forth in this section. Failure to fulfill the contract shall result in loss of the above privileges, and refund of subsidy and other benefits conferred by the Board will be required.

e) The Superintendent and Board agree to view each application on its own merits and to base their decision upon whether the proposed leave will benefit the Oberlin Schools.

14.08 Unpaid Leaves of Absence

a) Illness – The Superintendent is required by law (R.C. 3319.13) upon written request of a teacher, to grant a leave of absence, for a period of not more than two (2) consecutive school years where personal illness or other disability is the reason for the request. Without request, the Superintendent may grant similar leave of absence and renewals to any teacher because of physical or mental disability, but such teacher may have a hearing on such unrequested leave of absence or its renewals in accordance with Section 3319.16 of the Ohio Revised Code. Such leave of absence shall be without pay.

b) The Superintendent upon written request of a teacher, may grant an unpaid leave of absence for a period of not more than one (1) year for other reasons. Leave requests may not be denied on an arbitrary or capricious basis.

c) When sabbatical leave is denied under Section 14.07 above, the teacher-applicant may request and shall be granted an unpaid leave of absence for one (1) year. Such requests shall be submitted within twenty (20) days of Superintendent or Board denial of sabbatical leave. Where the rules of the carrier permit, the teacher may participate in the group insurance program by paying all premium costs each month to the Treasurer.

14.09 Emergency Leave

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

14.10 Jury Duty

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

14.11 Absence

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

14.12 Military Leave

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

14.13 Family Medical Leave

Bargaining unit members shall have access to Family Medical Leave consistent with Board of Education policy 3430.01. Should any changes occur to the policy, the Association will be provided with at least thirty (30) days' notice prior to the implementation of the change.

14.14 Resumption of Service

a) Upon return from approved parental, sabbatical, military, or unpaid leave, the teacher shall be entitled to reinstatement to the same position with the same contractual status which he/she held prior to the leave or, if his/her position is no longer available, to a substantially equivalent position for which the teacher holds valid unexpired certification/license. Such assignments on return from a leave shall be subject to the provisions of Article XIX, Reduction-in-Force. If said leave is extended, the same provisions shall apply.

b) Every reasonable effort shall be made to return the teacher on sabbatical, parental, military or unpaid leave to the position of his/her choice upon return to service. The teacher must indicate his/her preferred teaching assignment at the time the leave is requested.

c) A teacher must provide written notification to the Superintendent's office of his/her intent to return from a leave of absence or to request an extension of such leave by March 15 in the school year in which such leave expires. A failure to provide such notice shall result in the teacher's forfeiting his/her guaranteed rights to employment with the District.

14.15 Teacher Exchange

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

14.16 Fringe Benefits

a) In the event of a leave of absence granted as a result of the serious health condition of the teacher, spouse, child or parent of the teacher, the teacher shall be eligible for continuation, at Board expense, on the group hospitalization and major medical coverages provided under this Agreement. Board payment toward the cost of such insurance coverages shall be at the level established under Article IX. Continuation, at Board expense of health insurance coverages during any period of unpaid leave of absence for any reason shall be for a period not to exceed a total of twelve (12) weeks in any school year.

b) In the event a teacher has taken paid sick leave for any of the circumstances for which she/he applies for and receives an unpaid leave of absence, the period of paid sick leave shall be deducted from the twelve (12) week period for continuation, at Board expense, of health benefits during the otherwise unpaid leave of absence.

c) If a teacher who elects not to return to work following an unpaid leave of absence during which she/he has continued, at Board expense, on the health benefit programs provided under Article IX and should the employee's reason for not returning to work be other than the continuation, recurrence or onset of the health condition that gave rise to the leave, the teacher shall reimburse the Board for the health insurance premiums paid by the Board during the twelve (12) week period described above.

ARTICLE XV – TEACHER EVALUATION PROCEDURE

15.01 Introduction

a) The Board of Education is responsible for a standards-based teacher and school counselor evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

b) The Board and OOEA believe in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved performance and student growth, as well as promotion and retention decisions for teachers and school counselors.

c) The Board and OOEA authorizes the Superintendent to establish and maintain an ongoing Evaluation committee, with continuing participation by OOEA representatives for the express purpose of recommending necessary changes to the Board, Policy Committee and the Evaluation Committee. Any changes to evaluation procedures contained within the Master Agreement shall be subject to OOEA ratification and Board approval.

15.02 Definitions

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

"OSCES" – stands for the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education in 2015, or as otherwise modified by the State Board of Education.

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

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or

D. A permit issued under R.C. 3319.301.

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

"School Counselor" – For purposes of this contract, "school counselor" means an employee who holds a license pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education and Workforce, and as otherwise defined in Ohio statute, in the area of school counseling and who is assigned to a position in that capacity.

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

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

B. holds a credential established by the Ohio Department of Education and Workforce for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

D. and must be a permanent credentialed employee of the district and not contracted for purpose of evaluations only.

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

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

"Value Added" – refers to a measure of student progress at the District and school level based on each student's scores on State issued standardized assessments.

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

15.03 Evaluation of Non-Classroom Staff

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

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

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

15.04 Standards Based Teacher/School Counselor Evaluation

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

Each teacher/school counselor evaluation will result in an effectiveness rating of:

A. accomplished;

B. skilled;

C. developing; or

D. ineffective.

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

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

Effectiveness ratings shall be based on evidence gathered during pre-conference, formal observations, walkthroughs, post-conference and other substantiated factors impacting performance or professionalism (i.e. anything personally witnessed by the evaluator or supported by documented evidence). Teachers and counselors may provide evidence to their evaluator for consideration in the evaluation.

15.05 Assessment of Teacher/School Counselor Performance

Teacher/school counselor performance will be evaluated during formal observations and periodic informal observations also known as "walkthroughs." Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the *Ohio Standards for the Teaching Profession*. At any point during the evaluation process, a teacher/school counselor may request a peer observer (i.e. an OOEA representative agreed upon with the administration). Peer observers are prohibited from interfering with the observation process.

15.06 Formal Observation and Classroom Walkthrough Sequence

A. All instructors who meet the definition of "teacher" under R.C. 3319.111 or "school counselor" under A.C. 3301-24-05 and this contract shall be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs each school year.

A teacher/school counselor may request that a OTES Certified Teacher/School Counselor participate during the evaluation process.

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

B. Evaluation Cycle. A full evaluation cycle shall comprise pre-conferences, 2-3 formal observations, post-conferences and at least two walkthroughs. Teachers/school counselors on a limited contract who are under consideration for nonrenewal or a performance improvement plan shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation.

C. Less Frequent Evaluation Cycle.

A teacher/school counselor who has been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every three school years. A teacher/school counselor who has been granted a continuing contract by the Board and who receives a rating of "Skilled" on his/her most recent evaluation shall be evaluated every other school year. The Board may waive the full evaluation cycle for Skilled or Accomplished limited contract teachers at the Board's discretion.

When on the less frequent evaluation cycle, the following shall still occur: one (1) observation of less than thirty (30) minutes and one (1) conference between teacher and evaluator to discuss progress on the teacher's Professional Growth Plan. The evaluator shall code the observation in OhioES in the less frequent year as a "walkthrough."

A teacher/school counselor has the ability to request and receive a conference with their evaluator if the teacher/school counselor wishes to discuss evaluator feedback on the observation.

The teacher/school counselor shall remain on a less frequent cycle provided that the evaluator determines that the teacher/school counselor is making progress on the Professional Growth Plan.

Any teacher/school counselor who has applied for a continuing contract will receive a full evaluation cycle in the year in which they applied.

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

D. Formal Observations. Formal observations must be a minimum of 30 minutes and no more than 60 minutes long. All formal observations must be announced and scheduled in advance with the teacher/school counselor and evaluator. The first and third observations shall be holistic; the second shall be focused.

E. Pre-Conferences. Pre-conferences are mandatory before all formal observations and must take place within five (5) workdays of the formal observation.

F. Post-Conferences. Post-conferences are required for all formal observations and must take place within ten (10) workdays of the observation. The Post-observation Conference is a time for professional dialog to share and analyze the activities that occurred during the Observation Period and shall take place not more than ten workdays after the Observation Period. All members of the evaluation team should be part of the post observation process. The evaluation team shall make best efforts to complete post-conferences prior to winter or spring breaks for observations occurring before break.

G. Self-Assessments. Each teacher/school counselor evaluated under this contract who receives a final holistic rating of Ineffective, or who is placed on a Performance Improvement Plan, shall annually complete a Self-Assessment, utilizing the Self-Assessment Summary Tool set forth herein as "Teacher Evaluation Form." Self-assessments shall be optional for all other teachers.

H. Walkthroughs. Walkthroughs shall be defined as any observation lasting 10-15 minutes in length. Each teacher/school counselor shall receive a minimum of two walkthroughs per year. For teachers, walkthroughs shall emphasize identified focus area(s) when applicable. For counselors, walkthroughs shall emphasize comprehensive school counseling program; direct services for academic, career, social-emotional development; indirect services (partnerships and referrals); evaluation and data; leadership and advocacy; and professional responsibility, knowledge and growth.

I. An Observation report may be filed at the teacher's/school counselor's discretion by the OTES Certified Teacher/School Counselor and placed with the evaluation report to be filed in the evaluatee's file.

J. Timeline. For teachers/school counselors on the full evaluation cycle, at least one formal observation and one walkthrough must occur during October through December, and at least one formal observation and walkthrough must occur during January through April. Evaluations will be completed by May 1st and each teacher/school counselor will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

K. Waiver of Evaluation.

(i) The Board shall waive evaluation for any teacher/school counselor who provides the Board written notice of intent to retire on or before December 1.

(ii) The Board shall waive evaluation for any teacher/school counselor in Year 1 of the Resident Educator program (i.e. the first year a teacher elects to take the Resident Educator assessment).

(iii) The Board may waive evaluation for any teacher/school counselor who is on leave for more than fifty percent (50%) of the school year.

15.07 High Quality Student Data

A. High Quality Student Data ("HQSD") shall be considered as part of teachers' evaluations. Each teacher must have two (2) measures of HQSD.

B. The Board shall provide annual training to the HQSD Committee on HQSD requirements. The Committee shall be responsible for reviewing evaluation procedures and instruments, and assisting in determining, selecting and approving HQSD tools.

C. The HQSD Committee shall determine HQSD instruments, subject to the following restrictions:

i. Agreed upon vendor assessments and all State assessments shall be considered HQSD instruments;

ii. Valid HQSD shall: (a) align to learning standards; (b) measure what is intended to be measured; (c) be attributable to a specific teacher for the course(s) and grade level(s) taught; (d) demonstrate evidence of student learning (achievement and/or growth); (e) follow protocols for administration and scoring; (f) provide trustworthy results; and (g) not offend or be driven by bias.

D. HQSD shall be used as one factor in determining how effectively teachers:

i. Critically reflect upon and analyze available data, using the information as part of an ongoing cycle of support for student learning;

ii. Consider student learning needs and styles, identify the strengths and weaknesses of an entire class, as well as individual students;

iii. Inform instruction and adapt instruction to meet student need based upon the information gained from the data analysis; and

iv. Measure student learning (achievement and/or growth) and progress toward achieving state and local standards.

15.08 Final Evaluation Procedures

The evaluator shall submit evaluation to the teacher/school counselor for acknowledgment and signature/PIN. A teacher's/school counselor's signing/PIN-ing in acknowledgement of the evaluation shall not mean the teacher/school counselor agrees with the substance of the evaluation.

15.09 Professional Growth Plans and Professional Improvement Plans

A. Based upon the results of the annual teacher/school counselor evaluation, each teacher/school counselor must develop either a professional growth plan or professional improvement plan as follows:

1. Teachers/school counselors who receive a final holistic rating of Accomplished shall develop a self-directed professional growth plan, utilizing the components set forth in OTES.

2. Teachers/school counselors who receive a final holistic rating of Skilled shall jointly develop a professional growth plan collaboratively with the their evaluator.

3. Teachers/school counselors who receive a final holistic rating of Developing shall develop a professional growth plan guided by their evaluator.

4. Teachers/school counselors who receive a final holistic rating of Ineffective shall be placed on a professional improvement plan developed by their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan.

B. Professional Growth Plans.

1. Professional Growth Plans ("PGPs") shall be based on the results of the teacher's/school counselor's final holistic evaluation and shall align with any existing District or building improvement plans.

2. PGPs must have no more than two (2) focus areas and 2-4 goals, at least one student-centered and at least one teacher-centered/school counselor-centered. Goals must align with the focus area(s), but not necessarily with the teacher's High Quality Student Data results.

3. PGPs must be developed by September 15 of each school year for teachers/school counselors with a prior OTES rating and during the first post-conference for teachers without a prior OTES rating. PGPs may be

modified during the course of a school year if both the teacher/school counselor and evaluator agree.

4. Progress on a PGP shall be measured by completion of an action step, achieving a goal, and/or providing evidence on qualitative or quantitative indicators.

C. Professional Improvement Plans.

1. Professional Improvement Plans ("PIPs") shall be based on results of formal holistic observation and focused observation and align to existing District or building improvement plans.

2. PIPs must have no more than two (2) focus areas and 2-4 goals, at least one student-centered and at least one teacher-centered/school counselor-centered. Goals must align with the focus area(s), but not necessarily with the teacher's High Quality Student Data results.

3. PIPs must be developed by September 15 of each school year and may be modified during the course of a school year if both the teacher/school counselor and evaluator agree.

4. The District may place a teacher/school counselor on PIP based on deficiencies in any individual component of the evaluation system, subject to the following conditions:

   a. Teachers/school counselors receiving a final holistic rating of Accomplished may not be placed on a PIP during the following year.

   b. Teachers/school counselors receiving a final holistic rating of Skilled on their most recent evaluation may be placed on a PIP only if they receive an Ineffective rating in two (2 or more domains in two (2) consecutive observations (formal or informal).

   c. PIPs that begin mid-year must last a full calendar year unless the evaluator determines prior to that deadline that the PIP has been successfully completed.

5. A teacher/school counselor on a PIP may utilize a peer mentor agreed upon by the teacher/school counselor and evaluator, giving consideration to the skill deficiencies identified on the PIP. The peer mentor shall not have any input into the teacher's/school counselor's evaluation and shall have a confidential relationship with the mentee teacher. The peer mentor shall not receive any additional compensation, but shall receive up to one-half (1/2) day release time to observe and/or work with the mentee, and to attend pre- and post-conference meetings, if requested.

6. Placement on a PIP does not mean a teacher/school counselor will be non-renewed, nor does it guarantee the teacher/school counselor will be renewed for the following year. Non-renewal shall be governed by Article XX.

15.10 Core Subject Teachers – Testing for Content Knowledge

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

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

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

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

B. a failing score on a written examination(s) taken pursuant to this section;

C. a rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or

D. failure of a teacher to complete the required professional development.

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

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

ARTICLE XVI – GRIEVANCE PROCEDURE

16.01 Definitions

a) "Association" shall mean the Oberlin Ohio Education Association.

b) "Immediate Supervisor" shall mean that employee having immediate supervisory responsibility over the grievant.

c) "Grievance" shall mean a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of the Collective Bargaining Agreement between the Association and the Board, unless otherwise set forth in the Agreement.

d) "Grievant" shall mean any person or group of persons in the bargaining unit or the Association. Where more than one (1) person is a grievant, each shall sign the grievance. When the Association is the grievant, a majority of the Association membership must vote to file the grievance and it shall be signed by the Association president and/or the grievance committee chairperson.

e) "Days" shall mean Monday through Friday, excluding holidays, calamity days and the period of the District's spring and winter breaks, unless specified differently.

16.02 Rights of the Grievant and the Association

a) The Association retains the right to have a representative present at all steps of all grievances pursuant to this article. In the event the grievant intends to be accompanied by another person in addition to the Association representative, he/she shall notify the superintendent or his/her designee of this fact at least forty-eight hours in advance of the meeting. In the event the Superintendent and his/her designee intends to be accompanied at the meeting by a person other than a member of the administration of the Oberlin Schools, he/she shall notify the grievant of this fact at least twenty-four hours in advance of the meeting.

b) The purpose of these procedures is to secure equitable solutions to grievances at the lowest level by the administrator having authority to resolve the grievance. If the principal or immediate supervisor does not have authority to resolve a grievance, the formal procedure may be initiated at Step 2. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

16.03 Time Limits

a) The number of days indicated at each step in the procedure shall be the maximum.

b) If the grievant does not file a grievance in writing within twenty (20) days after occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

c) If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step, and further appeal shall be barred.

d) Failure at any step of these procedures to communicate in writing the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

e) All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested, with the date of receipt recorded thereon. Where hand delivered, receipt shall be acknowledged with each party signing duplicate copies. Time shall be computed from the date of posting for the sender and from receipt for the receiver. The Association shall receive copies of all notices, and where not a direct participant in the proceedings may nevertheless be heard in support of or opposition to the grievances.

f) Every effort will be made to process grievances to a satisfactory conclusion by the end of the school year. During the summer months, either party may extend the time limits by no more than ten (10) days. These time limits may be extended further by agreement of both parties.

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

16.04 Grievance Procedure

a) Informal Procedure: A grievance except as indicated in 16.02(b) above, shall first be discussed with the principal or immediate supervisor in an attempt to resolve the problem.

b) Formal Procedure:

Step I: If the grievance is not resolved within five (5) days of the informal claim, it may be pursued further by submitting a completed Grievance Report Form, Step I (See Section 16.06), in duplicate. Copies of this form shall be submitted by the grievant to the immediate supervisor and to the chairperson of the Association Grievance Committee. Within three (3) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within three (3) days after such meetings by completing Step I of the Grievance Report Form and returning a copy to the Grievant, the Association and the Superintendent.

Step II: If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall within five (5) days complete Grievance Report Form, Step II (See Section 16.06) and submit same to the

Superintendent or his/her designee, as long as he/she is not the principal or immediate supervisor involved in Step I. Within five (5) school days of receipt of the Grievance Form, the Superintendent or his/her designee shall meet with the grievant. Within three (3) days of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance by completing his/her portion of Step II, forwarding a copy of the grievant, the Association and the immediate supervisor.

Step III: If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his/her designee at Level II, the grievant may request a hearing before an arbitrator by completing Grievance Report Form, Step III (See Section 16.06). The grievant's request for arbitration shall be made within five (5) days following the receipt of the disposition of grievance in Step II. The grievant's request for arbitration shall be by certified mail with return receipt requested to the Treasurer. Within five (5) days following receipt of the grievant's request for arbitration by the Treasurer, the Board or its designated representative and the grievant shall mutually petition the American Arbitration Association to provide both parties with a list of nine (9) names from which an arbitrator will be selected and notified in accordance with the rules of the American Arbitration Association.

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

16.05 Release Time for Grievance Arbitration

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

16.06 Grievance Procedure Forms

[FORMS BEGIN ON FOLLOWING PAGE]

Grievant Report Form – Step I

Grievance No._____

Distribution of Form:

1. Grievant
2. Immediate Supervisor
3. Assoc. P.R. & R. Chm.

_____ _____

Building Assignment

_____ _____

Name of Grievant Date Filed

A. Date Cause of Grievance Occurred _____

1. Statement of Grievance, including specific provision(s) allegedly violated

_____

2. Relief Sought

_____

Signature of Grievant Date

_____

Signature of Supervisor Date

B. Disposition by Supervisor: (to be completed and returned to grievant and Superintendent within three days after meeting).

_____

Signature of Supervisor Date

_____

Signature of Grievant Date

Grievant Report Form – Step II

Grievance No._____

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

Distribution of Form:

1. Grievant
2. Immediate Supervisor
3. Assoc. P.R. & R. Chm.

_____

Building Assignment

_____

Name of Grievant Date Filed

A. Date Cause of Grievance Occurred _____

1. Reasons why grievance is now at Step II

_____

2. Restatement of grievance

_____

3. Relief sought

_____

_____

Signature of Grievant Date

_____

Signature of Supervisor Date

B. Disposition by Supervisor: (to be completed and returned to grievant and Superintendent within three days after meeting and sent to grievant, Association Grievance Chair & Immediate Supervisor).

_____

_____

Signature of Supervisor Date

_____

Signature of Grievant Date

ARTICLE XVII – VACANCIES AND TRANSFERS

17.01 General

a) All teachers are subject to assignment by the Superintendent pursuant to Ohio Revised Code §3319.01. Recommendations from the building principal and preference of the individual teachers will be considered in making assignments.

b) The Article XXIV process shall be employed in interviewing internal and external applicants for vacancies. All properly certified bargaining unit member applicants will be interviewed for the vacancy.

17.02 Voluntary Transfer

a) Teachers desiring a change in their present teaching assignment should submit a written request to the Superintendent not later than March 31 of the school year preceding the year for which the transfer is set, with a copy to the current building principal.

b) If applicants are equally qualified, preference shall be given to the internal applicant with longer continuous service with the District, unless the Superintendent determines that such a voluntary transfer would not be in the best educational interests of the District. In the event that a teacher who has been involuntarily transferred within the prior two years applies for such vacancy, that teacher, if equally qualified, will be given preference over a current teacher with longer continuous service and over applicants from outside the District unless the Superintendent determines that such a voluntary transfer would not be in the best educational interests of the District.

c) The Superintendent, after complying with the above provisions, shall have the final authority with regard to the filling of vacancies.

17.03 Involuntary Transfer

a) No employee shall be subject to an involuntary transfer or reassignment if there is a qualified volunteer available and willing to fill the position, unless the Superintendent determines that such a voluntary transfer would not be in the best educational interest of the District.

b) Written notice of involuntary transfer or reassignment will be sent by certified mail to affected teachers as soon as practicable and under normal circumstances not later than the end of the current school year. Such notices will be sent on or after July 15 only when the vacancy occurs due to unforeseen circumstances and for cases in which the District has sought both voluntary transfer applicants and new-hire applicants.

c) When involuntary transfers are to be made, factors to be considered include the teacher's area of certification, areas of competence, and recent teaching experience, major and minor fields of study, length of service in the building, grade or subject from which the transfer or reassignment is contemplated, and other factors determined by the Superintendent to be relevant. Where such involuntary transfers are made, transfers will be made on the basis of the above factors as well as years of service with the District teaching in the affected area of certification. Where qualifications as measured by the Superintendent's assessment of the factors listed above are equal, those teachers with the fewest years of service in the District will be transferred first.

d) A teacher subjected to an involuntary transfer shall be placed in another teaching position.

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

17.04 Vacancies

a) A vacancy shall be defined as a new bargaining unit position created by the Board or one which will be open for sixty (60) days or longer as a result of promotion, resignation, termination, non-renewal, death and/or retirement. The Board reserves the right to determine which vacancies to fill.

b) Notice of all certificated job vacancies within the District shall be emailed to OOEA membership within two (2) weekdays of its occurrence, which shall remain open for ten weekdays. All bargaining unit members shall have the right to apply for a voluntary transfer into the vacancy during this period. In the period between August 1 and the start of the school year, that 10-weekday period of remaining open shall not apply.

c) The Administration commits to promptly provide notice of tentative job vacancies which the Administration believes will be filled either in the year in which the tentative vacancy arises or for the subsequent school year. The Administration commits, as well, to work promptly to fill the vacancy. In the event a tentative vacancy arises between Board meetings, the Administration, if it would recommend filling of the position, will provide notice of a tentative vacancy, with the indication that same is posted "pending Board approval to fill the position."

d) If a vacancy in a teaching position occurs on August 1 or later, then the District may hire a long-term substitute for the position for that school year. If the District hires a long-term substitute, the position shall be posted pursuant to Section (a)

above in the spring for the following school year. The long-term substitute shall be eligible to apply but will not be guaranteed the permanent position.

In cases covered by this section, the long-term substitute shall be paid consistent with Section 7.01(d) of this Agreement. The long-term substitute shall receive benefits and privileges as set forth in Section 7.01(d).

Notwithstanding Article 15, if the long-term substitute is eligible for the permanent position, and the Administration is considering the long-term substitute for rehire, the Administration shall conduct at least one formal observation and at least two walk-throughs during the year. Completion of this modified evaluation cycle shall not be considered to entitle the long-term substitute to the permanent position.

17.05 Summer Positions

The Board shall post a list of programs and courses that it plans to offer during the summer by April 15. Notice of all summer position vacancies within the District shall be emailed to OOEA membership two (2) weekdays after their occurrence, which shall remain open for ten (10) weekdays.

Summer school vacancies shall be filled by the most senior bargaining unit member committed to the subsequent school year, unless said applicant is not the most qualified based upon past summer school evaluations or upon the teacher's training and experience. See Appendix D for the Summer School Evaluation Tool.

Seniority within the unit shall be the final determining factor in the filling of a vacancy if all other qualifications are equal. The Superintendent will not be arbitrary and capricious in making such decisions.

If the most senior applicant is not selected for the summer school vacancy and submits a written request, the Superintendent will explain the determination, in writing, to that most senior applicant and to the Association President.

Summer positions shall be compensated at the specified rate in 7.01(i).

ARTICLE XVIII – RETIREMENT AND SEVERANCE PAY/ RETIREMENT INCENTIVE PROGRAM

18.01 Cash Payment for Sick Leave Credit

a) Teachers may, at the time of voluntarily severing their employment with the Oberlin Schools (defined as a teacher resignation or the expiration of recall rights under Article XIX) with five (5) or more continuous years of active teaching service in Oberlin (exclusive of Board approved leaves of absence) elect to be paid for one-

fourth (1/4) of the value of their accrued but unused sick leave, to a maximum payment of thirty-six (36) days.

b) OCSD teachers with ten (10) or more years of public service who elect to retire from active teaching and are accepted for retirement status by the State Teacher's Retirement System may elect to be paid in cash for one-fourth (1/4) of the value of their accrued but unused sick leave, with a maximum payment of seventy (70) days and one (1) additional day of payment for each ten (10) days of accumulated sick leave in excess of 280 days.

c) Severance pay in accordance with paragraphs (a) or (b) as applicable shall be paid to the estate of the teacher who is otherwise eligible for such payment but passes away prior to severing employment or retirement.

d) Payment of retirement and severance pay under paragraphs (a), (b) or (c) above shall exhaust all accumulated sick leave of the teacher receiving such payment.

ARTICLE XIX – REDUCTION IN FORCE

19.01 Staff Reduction

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

19.02 Attrition

a) When possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who die, resign, take a leave of absence or are terminated, or whose limited contracts are not renewed for reasons other than a planned reduction in force.

b) Vacancies which result from attrition will be posted and filled in accordance with Article XVII procedures.

19.03 Layoffs

a) Reduction under this procedure which cannot be achieved through attrition will be conducted through suspension first of teachers holding limited contracts and then of teachers holding continuing contracts. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise

is required to work under the contract and receives a commensurate percentage of the full compensation the employee would otherwise receive under the contract.

b) All forced reductions of teachers shall be accomplished in accordance with Ohio Revised Code Section 3319.17.

1. In the event the bargaining unit is reduced through attrition, the Superintendent will advise the Association President of the reduction within fifteen (15) days of its occurrence.

2. Not less than twenty (20) days before the Board acts to implement a reduction in force under this procedure, the Superintendent shall notify the Association President of the reduction. At the request of the Association President and prior to Board action to implement a reduction, a meeting shall be held between representatives of the Association and representatives of the Board to discuss the reduction. Not less than five (5) days prior to Board action, the Superintendent shall advise the Association President of the identity of teachers to be laid off by contract suspension.

3. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have Comparable Evaluations. When considering teachers with Comparable Evaluations, the Board shall give preference based on seniority except where the Board clearly demonstrates reason to deviate from that procedure to achieve recognized educational goals.

c) "Comparable Evaluations," when used in this Article, has the following meaning:

1. For the 2014-2015 school year, the definition of Comparable Evaluations will fall into two separate tiers. In the first tier, teachers whose most recent summative evaluation rating was accomplished, skilled and developing are considered to have Comparable Evaluations. In the second tier are teachers who receive a summative evaluation rating of ineffective.

2. Beginning with the 2015-2016 school year, Comparable Evaluations shall be derived from the 2013-2014 and 2014-2015 summative ratings. A teacher will receive a point total of 4 for each accomplished rating, 3 for each skilled rating, 2 for developing and 1 for ineffective for the 2013-2014 and 2014-2015 summative reports. When available, a teacher's rating will average the two summative reports. When less than two summative reports are available, a teacher's rating is based on the report that is available. Teachers with no evaluations are considered to be in Category 1. All average scores above 2 are considered comparable.

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

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

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

d) All certificated teaching personnel, except for those employed as casual day-to-day substitutes and long-term substitutes as defined in Article 7.01(d) are subject to the following RIF order:

1. Reductions under this procedure shall be made by suspending contracts of employment. Board action to implement a reduction in force shall occur prior to June 1 in the school year preceding the year in which the reduction is to take effect.

2. Seniority will be applied as follows:

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

3. Seniority as used in this provision shall be determined by the length of continuous service to the OCSD. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by:

   i. The date of the Board meeting at which the teacher was hired; then

   ii. The date the first job application form was received by the Board office within the two (2) year period preceding the effective date of the teacher's first teaching contract with the Board; then

iii. By lot

4. Length of continuous service will not be interrupted or affected by authorized leaves of absence provided that the time spent on unpaid leave shall be deducted when computing continuous service. Time spent on lay-off up to two (2) years shall not constitute a break in continuous service, but time spent on a lay-off shall be deducted when computing the employee's continuous service. Part-time teachers shall receive pro-rated service credit (i.e., 1/2 time equals 1/2 year of service).

19.04 Recall

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

b) The Board shall provide notice of recall by registered mail to the last address given by the certificated employee to the Board. It shall be the responsibility of the certificated employee to keep the Board advised in writing of his/her current mailing address.

c) Limited contract teachers will remain on the recall list for a period of two (2) full school years following suspension of their contract due to a reduction in force. Continuing contract teachers are not removed from the recall list by operation of time. The rights herein granted to a teacher, whether on a limited or continuing contract shall be forfeited by the teacher should he or she (1) waive his or her recall rights in writing; (2) resign; (3) fail to accept recall by failing to respond to a notice of recall within five (5) days of receipt of such notice; or (4) fail to report to work in the position that he or she has accepted within five (5) school days after receipt of the notice of recall, unless such recalled teacher is prohibited from doing so because of physical illness or injuries. Rejection of a position shall not of itself constitute a waiver of these recall rights, provided that a teacher will forfeit rights to future recall if she/he declines recall to the position from which she/he was laid off, unless the teacher previously has entered into a contract with another school district. A teacher on the recall list who accepts a position as a long-term substitute or accepts recall for second semester only shall retain all recall rights.

d) By November 1 of each school year, the Association President will be provided with complete reduction lists for each area of certification/licensure as provided above. reduction lists for each area of certification/licensure as provided above. The reduction list will show, in each area of certification/licensure first continuing contract teachers in order of evaluation status. Within each Comparable Evaluation category, the list will provide seniority status based on the following order of seniority:

1. Date of first uninterrupted service with the District

2. Number of years of continuing service with the District

3. Date of board meeting at which teacher was hired

4. Date the first job application form was received by the board office within the two (2) year period preceding the effective date of the teacher's first teaching contract with the District

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

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

e) When a certificated teaching position becomes vacant or is newly created, such position shall be filled first from teachers eligible for recall.

f) Teachers remaining on the recall list shall be given professional consideration over substitute and part-time teachers. However, employment as a substitute teacher shall not disqualify a teacher from retention on the recall list or recall to a certificated teaching position as one becomes available. Likewise, acceptance of recall to a part-time position by a teacher who, prior to reduction in force, occupied a full-time position, shall not disqualify that teacher from eligibility for recall to a full-time position. The OCSD will not challenge the unemployment compensation eligibility of a teacher affected by RIF procedure.

g) During the period of recall rights, a teacher may participate in the group insurance program, if the rules of the carrier permit, by paying all single or family premium costs on a monthly basis to the treasurer.

h) Long-term substitutes (defined in Section 7.01(d), shall not be placed on the recall list for the succeeding year except if the teacher was already on the recall list and agreed to take this assignment voluntarily. (An exception to the above applies to any long-term substitute who is serving in that capacity during the 2013-2014

school year. Those long-term substitutes will continue to have any recall rights available under the parties Collective Bargaining Agreement applicable at that time.)

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

19.05 Recall Procedure Exclusions

a) This article shall not apply to the issuance, termination or nonrenewal of supplemental duty contracts.

b) Nothing in this article shall be deemed to apply to teachers nonrenewed for reasons other than a planned reduction in force.

ARTICLE XX – NONRENEWAL PROCEDURE

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

b) If the Superintendent accepts the immediate supervisor's recommendation and so intends to recommend the nonrenewal of a teacher's limited contract, he shall have a meeting with the teacher at least one (1) week prior to the Board meeting at which the recommendation will be made. If the teacher requests, the Superintendent will provide the teacher with the reasons, in writing, for such recommendation.

c) At least four (4) calendar days prior to the scheduled Board meeting to act on the Superintendent's recommendation, the teacher may request an opportunity to meet with the Board in executive session prior to such action. At this time, the teacher will make a presentation to the Board as to why his/her contract should be renewed.

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

d) The teacher may be represented by the Association at any meeting with the Superintendent or Board under this section.

e) Any grievance filed pertaining to this procedure can only be filed on procedural aspects. Decisions and reasons in support of a teacher's nonrenewal are not grievable.

ARTICLE XXI – PROFESSIONAL IMPROVEMENT

21.01 Contract Sequence

The Board may award bargaining unit members on regular contracts one-year limited contracts, extended limited contracts, or continuing contracts.

21.02 Application for and Award of Continuing Contracts

a) Eligibility for a continuing contract shall be governed by R.C. 3319.08. A summary of current requirements is incorporated as Appendix D to this Agreement. Appendix D may be modified by mutual agreement of the Superintendent and OOEA President, subject to approval by the OOEA Executive Committee and the Board, to reflect any change in R.C. 3319.08, without the need for the parties to renegotiate.

b) In order to be considered for a continuing contract, an eligible teacher must notify the Superintendent's Office and their building principal no later than September 30 of the year in which they wish to be considered for continuing contract. This notice shall be accomplished by the teacher's completion of an electronic notice form, which shall be available on the District's website. When a teacher completes the form, it shall be sent automatically to the Superintendent's Office and the building principal.

c) An eligible teacher who has given notice to be considered for continuing contract must provide verification of eligibility (i.e. required transcripts, etc.) no later than April 1 of the year they are being considered for continuing contract.

d) If a teacher is considered for but not awarded a continuing contract, the Board may non-renew the teacher or issue the teacher an extended limited contract. An eligible teacher may withdraw their application for a continuing contract at any time prior to April 1 and, if they do so, the Board may award them a limited contract. If a teacher is not awarded a continuing contract, whether due to the Board's decision or the teacher's withdrawal of an application, they must re-apply in a subsequent year in order to be considered again.

e) Evaluations of teachers being considered for continuing contracts shall be conducted consistent with Article XV of this Agreement.

21.03 Termination of Teaching Contracts

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

a) Unsatisfactory Teaching Performance Definition

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

b) Contract Termination Procedure for Continuing Contracts

a) Before acting to terminate any teacher's continuing contract for unsatisfactory teaching performance, the Board shall comply with the process set forth in Section 21.03 below. The procedures set forth in Section 21.03 below will be followed only in instances where a termination for unsatisfactory teaching performance is contemplated.

b) Before presenting a recommendation to the Board for termination of a teaching contract for unsatisfactory teaching performance, the Superintendent, upon the recommendation of the building principal, will provide the teacher with a written notice, which notice will include the following:

1. The specific deficiency or deficiencies identified in the process set forth in Section 21.03 below that have not been corrected and which demonstrate ineffectiveness of performance of teaching duties; and

2. The process prescribed and recommended pursuant to Section 21.03 to correct such deficiency or deficiencies.

21.04 Professional Improvement Process

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

a) Method of Appraisal and/or Evaluation:

1. The program of professional staff appraisal and evaluation will be accomplished using the evaluation procedures set forth in Article XV.

2. The program of professional staff appraisal and/or evaluation consists of observations of the teacher's performance of assigned teaching duties, exclusive of supplemental contract responsibilities. To be employed in a termination for unsatisfactory teaching performance, such appraisals and/or observations must be written and shared with the teacher.

b) Frequency of Observations

1. Before the Board initiates a contract termination for unsatisfactory teaching performance, the teacher will have been observed in a classroom setting or equivalent setting a minimum of three times in three different months within the past twelve calendar months.

2. No more than four formal observations during a semester will be conducted. However, the individual teacher and the evaluator mutually may agree upon additional observations.

c) Report of Observations:

1. Reports of the observation shall be in accordance with Article XV.

2. A teacher, by signing copies of the written report, acknowledges only that the teacher has read and received a copy of the report.

3. The teacher shall be given the opportunity to submit a written response to the report, which response will be placed in the teacher's personnel file. This response will be made within five (5) school days from receipt of the report and will be attached to the original report. An additional five (5) school days for submission of the response is available provided the teacher notifies the observer that the teacher intends to submit such a response.

4. The evaluation documents and any teacher responses, a full record of the recommendations for improvement made to the individual teacher, the assistance suggested and offered to the individual teacher, and any subsequent changes reported in the individual's performance will be maintained in the personnel file for each individual. The teacher will be permitted to place documents, responses, and other pertinent written material in the teacher's personnel file.

d) Teacher Rights and Obligations to Demonstrate Improvement

1. After reading and discussing the written appraisal or evaluation with the appraiser or evaluator, the teacher will be given specific and detailed suggestions and recommendations regarding means to improve performance and offered specific assistance to obtain such improvement. It shall be the joint responsibility of the teacher and principal to develop a written plan to overcome any reported deficiencies. At the teacher's request, a colleague(s) of his/her choice may be offered the opportunity to participate in the development of this plan. The principal may request consultation assistance from another member(s) of the administration in the development or implementation of the written plan.

2. Following development of the written plan, the principal is responsible for offering specific assistance in accordance with the plan to the teacher in the implementation of the plan. The teacher is responsible for implementation of the provisions of the written plan which are designed to improve her/his performance and is responsible for maintaining his/her teaching performance at acceptable levels.

3. The teacher will be offered the assistance specified in the written plan and will be afforded a reasonable period of time, not less than three months, to correct the specified deficiencies. If an individual fails to correct the specified deficiencies, the individual shall be notified in writing of the failure.

4. If, after the implementation of such written plans on two (2) separate occasions, the teacher has not achieved the desired goal of demonstrated improvement, then the principal may recommend to the Superintendent termination of contract for unsatisfactory teaching performance.

5. Following such recommendation, the Superintendent shall convene a meeting involving the principal, other administrators involved in the evaluation process, the teacher, and a representative(s) of the teacher's choice, which may include other local teacher(s) and/or the Labor Relations Consultant. The Superintendent shall be advised in advance of the meeting of the teacher's intent to involve the Labor Relations Consultant, and if such consultant will be in attendance, the Board retains the right to involve a representative of its choice.

21.05 Appeals

Any grievance filed pertaining this Article can be filed only to contest alleged noncompliance with the procedural aspects set forth herein. Decisions and reasons in support of a teacher's evaluation or appraisal, deficiencies identified in the process, suggestions and recommendations for improvement, and conclusions with respect to

teaching performance are not grievable but may be contested in the referee hearing and any subsequent appeals. It is expressly understood that the grievance procedure may not be employed to challenge a termination decision taken in accordance with the procedures set forth in Revised Code Sections 3319.16 and 3319.161. However, any termination decision there reached may be appealed to the courts as provided by law.

ARTICLE XXII – MENTOR TEACHER/RESIDENT EDUCATOR PROGRAM

22.01 Mentor Teacher Assignment

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

22.02 Mentor Eligibility Criteria

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

a) Have at least five (5) years teaching experience;

b) Have taught in the OCSD at least three (3) years;

c) Recognized in your building as a teacher leader by administration and may not be rated as either ineffective or developing or be on an improvement plan according to Ohio Teacher Evaluation System (OTES);

d) To mentor a Resident Educator, have completed a state approved Resident Educator Mentor Training, and agree to use approved program as a professional development instrument, including observations, assessments, goal setting, instructional cycles, and participate in regularly scheduled collaborative meetings with Resident Educator Trainees;

e) Attend orientation meeting(s) at the beginning of the school year and at least seven (7) scheduled monthly mentor meetings per year to discuss mentoring; and

f) Keep a collaborative log/journal/time log of mentoring activities, including a brief description of activities and the amount of time devoted to same.

22.03 Mentoring Teacher Role in Evaluation Process

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

22.04 Hiring and Compensation of Mentor Teachers

a) Interested teachers shall apply using the district "Notice of Interest" form.

b) Mentor teachers will be provided two (2) release days per year or the equivalent amount of release time to perform mentoring duties.

c) The District shall provide release time for Resident Educator mentor training for all staff members interested in being in the pool of qualified mentors if such training is not available on non-instructional days. Bargaining unit members who attend training on non-teaching days, e.g., vacation, weekends, holidays, shall receive a stipend of .004 of the base salary per day of training.

22.05 Evaluation of Mentoring Program

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

22.06 District Lead Mentor

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

b) A Lead Mentor will be compensated in accordance with the supplemental salary schedule. (Article 7.07) A District Lead Mentor may be provided with release time with the agreement of the Superintendent.

c) The Superintendent shall appoint a Resident Educator Summative Assessment (RESA) Facilitiator(s). Eligibility criteria for selection of a RESA Facilitator shall be based on ODE Resident Educator Guidelines. A RESA Facilitator(s) shall advise and provide support to those Resident Educators during their summative assessment year (year 3 or year 4, or the last year of the program when program is of a two-year duration). A RESA Facilitator may be assigned multiple RESA participants.

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

22.07 Resident Educator Teachers

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

22.08 Resolution of Mentor/Mentee Conflict

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

ARTICLE XXIII – EVALUATION OF COACHES/ADVISORS

23.01 Introduction

a) The ultimate goal of this evaluation procedure is the improvement of the extra-curricular program of the schools. The basic elements of evaluation of coaches/advisors is (1) provision of a systematic program on which administrators and bargaining unit members can rely for the improvement of performance, and (2) provision of opportunity for fair and objective analysis of strengths and weaknesses in performance. This procedure is applicable only to those holding teaching contracts in Oberlin.

b) The basic responsibility of coaches/advisors is their own professional improvement. The basic responsibility of administrators is to provide an atmosphere for this growth and development and to make the final decision regarding individual performance in terms of recommending employment.

23.02 Who Will Be Evaluated

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

23.03 Appraisal Team

a) The principal or assistant principal, athletic director, coach/advisor to be evaluated (appraised), and any peer appraiser requested by the appraised shall be part of the appraisal team.

b) Head coaches may have input into the evaluation of assistant coaches and may be included as part of the appraisal team with the mutual agreement of the appraised and the administrator assigned to evaluate. However, no head coach shall evaluate another member of the bargaining unit nor make recommendations for renewal/nonrenewal of an extra-curricular contract.

c) At any time, the coach/advisor may request a fellow bargaining unit member be included as a peer appraiser to monitor to the evaluation procedure, clarify job targets, or help resolve any conflicts between members of the Appraisal Team. The peer appraiser requested by the appraised shall be given the opportunity to be a part of the observations and pre- and post-conferences. Observation reports shall be submitted to the peer appraiser and placed with copies of completed Observation Reports and Appraisal Worksheets to be filed with the Appraised's file.

23.04 Steps in Appraisal

a) During the first four weeks of the season/contractual period, the coach/advisor will be notified of the intent of the administration to proceed with an evaluation and be given an explanation of the district evaluating procedure.

b) One observation of the coach/advisor of at least fifteen (15) minutes will be conducted by the administration during the season/contractual period.

c) After the evaluation report is received by the teacher, the evaluating administrator will conduct a conference with a teacher at her/his request. The teacher is entitled to submit a written rebuttal to the evaluation report which, if submitted, shall be attached to the evaluation report.

23.05 Forms

a) Only those forms in the appendix shall be considered part of the evaluation process set forth in this article.

b) Each coach/advisor shall receive copies of the completed evaluation form.

23.06 Conclusion

a) Nothing included herein shall prohibit administrators from observing the overall performance of coaches/advisors and from making written and oral comments on such observations of overall performance.

b) Any grievance filed pertaining to this evaluation procedure can only be filed on procedural aspects. Decisions and reasons in support of an evaluation are not grievable.

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

ARTICLE XXIV – TEACHER INVOLVEMENT IN FILLING VACANCIES

24.01 Commitment

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

24.02 Teacher Participation

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

24.03 Under Represented Groups

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

24.04 Process for Interviewing and Recommending Candidates

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

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

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

24.05 Job Exchanges

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

24.06 Hiring Building Administrators

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

24.07 Hiring District-Level Administrators

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

ARTICLE XXV – OBERLIN PROFESSIONAL DEVELOPMENT COMMITTEE

25.01 Name, Scope

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

25.02 Aims and Purposes

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

In the discharge of duties, the committee will:

a) Foster the norm of continuous improvement

b) Promote alignment of professional growth with individual, student, building and District needs and goals

c) Promote best practice

d) Emphasize increased student learning and achievement as a professional development activity

e) Guide the development of Individual Professional Development Plans;

f) Support the inquiry into and study of teaching and learning; and

g) Validate application/use of learning gained through professional development rather than merely attendance, time spent and completion of required work.

25.03 Membership

Selection of Members, Qualification, Training

a) The OPDC shall consist of seven (7) members:

1. Four teachers representatives appointed by the President of OOEA with approval of OOEA Executive Committee with the goal of providing a range of expertise/experience to the committee; appointees must have attained five years teaching in Oberlin Schools.

2. The other three members will be appointed by the Superintendent; appointees must be employees of the District. The appointees will include at least one building administrator. The Superintendent will appoint an alternate to participate as a member of the OPDC when an administrative member of the OPDC is up for review.

b) A system of ongoing training shall be established for new and continuing OPDC members. The training shall include evaluation training so that the committee can self-monitor its operation.

c) Terms of Office/Compensation – Committee members will be appointed annually by May 15 for the following school year. The annual term is June 1 to May 31. It is hoped that members will agree to serve for a minimum of two years and that no more than half of the members shall be new to the committee at any one time. Committee members may be reappointed an unlimited number of times.

d) The organizational meeting of the OPDC shall occur during the first week in June each year.

e) All OPDC bargaining unit members will receive a stipend as listed in Article 7.07(i).

f) Vacancies/Replacements – committee members who discover that they are unable to fulfill their roles as an active committee member may withdraw simply by notifying the chair(s) in writing. No reasons need be given.

1. The President of OOEA with approval of OOEA Executive Committee shall designate replacements for vacancies of teacher representatives with the goal of providing a range of expertise/experience to the committee; replacement appointees must have five years teaching in the Oberlin Schools.

2. The Superintendent shall designate replacements for vacancies of the other three members; appointees must be employees of the district with a minimum tenure of two years in the district. The committee will at all times include at least one building administrator.

25.04 Meetings

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

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

25.05 IPDP Submission, Decision-making, and Appeals Processes

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

b) Decision-Making – educators up for license renewal will be provided a copy of the approval guidelines/criteria prior to development and submission of their IPDP for review.

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

c) Appeals Process – any certificated staff member wishing to appeal the OPDC rejection of his/her IPDP must submit a request to do so in writing to the OPDC chair.

1. 1st level: Any certificated staff member may request and shall be granted time to present his/her case in person at the next scheduled OPDC meeting, but in no case later than ten (10) working days after the request. The staff member will receive a written response within three working days of the 1st level meeting.

2. 2nd level: If an IPDP proposal is rejected at the 1st level, the certificated staff member may request and shall be granted the opportunity to present his/her case in person to a three member panel: one person selected by the OOEA President; one selected by the Superintendent; and one selected by the OPDC. The panel will meet within ten (10) working days from receipt of the request. The decision of this panel will be returned within five (5) days of the 2nd level meeting and is final.

25.06 Reciprocity

The OPDC will accept IPDPs approved by other Ohio districts for any educator hired by the Oberlin City Schools as fulfilling all necessary requirements of the Oberlin City Schools' renewal process. Newly hired educators with approved IPDPs shall submit documentation to the OPDC within the first semester of employment with the Board. Such documentation will be reviewed by the OPDC at the next scheduled OPDC meeting after submission. Hours already accumulated in the district(s) of previous employment shall be honored and shall require no additional documentation beyond verification from the previous district. New employees will be provided IPDP orientation from an OOEA building representative.

25.07 Amending the By-Laws

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

ARTICLE XXVI – GENERAL PROVISIONS

26.01 Equal Opportunity

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

disability, age, ancestry, military service, genetics, sexual orientation, gender identity, marital status or political affiliation.

26.02 Conflict With Law

a) If any provision of this Agreement is found by a Court to conflict with state or federal law, rule or regulation, now or hereafter enacted or issued, such provision, application or agreement shall be invalid to the extent so determined, but the remaining provisions hereof shall remain in effect.

b) Within thirty (30) days following such determination, the parties shall meet to negotiate a replacement provision.

c) Except when expressly in conflict with law per 26.02 a, the terms and conditions of this Agreement supersede all laws, rules, policies, and regulations except 4117.10(A), O.R.C.

26.03 Entire Agreement Clause

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

26.04 Management Rights

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

ARTICLE XXVII – DURATION

27.01 Duration

This agreement shall become effective July 1, 2024, and shall continue in effect until and including June 30, 2027.

EXECUTION

OBERLIN OHIO EDUCATION ASSOCIATION

Date of Ratification June 3, 2024

By _____
President

By _____
Vice-President

OBERLIN BOARD

Date of Ratification 06-18-24

By _____ 9/24/24
President

By _____
Treasurer

By _____
Superintendent

APPENDIX A

HEAD COACH EVALUATION

Employee:_____ Position:_____

Sport:_____ Year:_____

School:_____

Evaluator:_____

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

Please check one:

_____ Effective: Recommended for continued assignment.

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

_____ Unsatisfactory: Not recommended for continued assignment.

Evaluator Signature_____ Date:_____

Employee Signature:_____ Date:_____

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

COACHES EVALUATION

Employee:_____ Position:_____

Sport:_____ Year:_____

School:_____

Evaluator:_____

Please check 1, 2 or 3	(1) Effective	(2) Needs Improvement	(3) Unsatisfactory
1. Demonstrates adequate working knowledge of the sport.			
2. Gives clear and understandable instructions to athletes.			
3. Shows willingness to cooperate with head coach and other Athletic Department staff.			
4. Attends practice, games and meetings called by the head coach.			
5. Follows through on assignments, including paperwork in a timely fashion.			
6. Conducts practices/contests in a safe and responsible manner.			
7. Demonstrates ability to generate confidence from students, parents, and coaches.			
8. Displays good sportsmanship in practice and contests and promotes teamwork.			
9. Gives positive encouragement to athletes.			
10. Treats all athletes in a fair and impartial manner.			
11. Encourages diversity in student participation.			
12. Attends to the health, safety and welfare of all students.			
Comments:			
			over

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EXTRACURRICULAR ADVISOR EVALUATION

Employee:_____ Position:_____

Activity:_____ Year:_____

School:_____

Evaluator:_____

Please check 1, 2 or 3	(1) Effective	(2) Needs Improvement	(3) Unsatisfactory
1. Directs and organizes the fundamentals of the activity.			
2. Attends and supervises all meetings and events.			
3. Builds rapport with students, parents, staff and community (where applicable).			
4. Displays interest in and knowledge of the activity.			
5. Follows school rules and regulations as they relate to the club/activity.			
6. Commands respect by example through appearance, behavior and leadership.			
7. Encourages diversity in student participation.			
8. Follows Board guidelines for activity accounting and submits reports in a timely fashion.			
9. Attends to the health, safety and welfare of all students.			
Comments:			
over			

Page 2 – Same as Head Coaches Evaluation

APPENDIX B

MEDICAL INFORMATION

Effective August 1, 2017, Except where expressly noted.

Network	Hospital Only
Dependent Age	The end of the month of the 26th birthday
Deductible	$150/$300 individual (in-network/out-of-network) $300/$600 family (in-network/out-of-network)
Coinsurance Limits	In-Network – 90% coinsurance until $650 individual/$1,300 family Non-Network – 70% coinsurance until $1,150 individual/$2,300 family
Annual Out-of-Pocket Maximum (including Deductible)	In-Network - $800 individual/$1,600 family Non-Network - $1,300 individual/$2,600 family
Benefit Period	Calendar Year
Pre-existing Period	No waiting period
Calendar Year Maximum	$2,000,000
Lifetime Maximum	$2,000,000
Physician Office Services - Office Visits Allergy – Testing & Treatment (serum and injections)	$15.00 copayment $15.00 copayment
Preventive Care - One of each of the following tests: EKG, Chest X-ray, Urinalysis, SMA-12, Complete Blood Count, Mammogram (maximum payment $85), Pap Smear, Papnet Exam - Routine Physical Exams - Routine Colonoscopy/ Sigmoidoscopy	For each Covered Person, first $300 covered at 100%, then subject to deductible and coinsurance For each Covered Person, subject to above Wellness benefit For each Covered Person, subject to above Wellness benefit
Well Child Care - Birth to Age 1 - Age 1 up to Age 9	First $500 covered at 100%, then subject to deductible and coinsurance First $500 covered at 100%, then subject to deductible and coinsurance
Therapy Services - Radiation Therapy, Chemotherapy, Dialysis Treatment, Treatment by Physical Means (Physical Therapy, Occupational Therapy and Chiropractic Services)	In-Network: 10% coinsurance, after deductible Non-Network: 30% coinsurance, after deductible (Treatment by Physical Means as an outpatient is limited to 10 treatments per calendar year.)

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

Retail Prescriptions (30 day supply)

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

Mail Order Prescriptions (90 day supply)

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

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

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

APPENDIX C

OBERLIN CITY SCHOOLS

SUMMATIVE EVALUATION REPORT

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

STAFF MEMBER:_____SCHOOL YEAR:_____

TEACHING ASSIGNMENT:_____ BUILDING:_____

CURRENT CONTRACT STATUS:_____ LIMITED___CONTINUING___

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

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

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

_____Renewal of limited contract_____
_____Granting of a continuing contract (if eligible)_____
_____Granting of a one-time extended limited contract_____
(Article XXI will be in effect for the following year)
_____Recommendation for non-renewal_____

4. Status of next year's evaluation procedure:_____

For traveling teacher, the administrative evaluator will be:_____

Annual Self-Reflection (Form E Optional) Date Completed_____

Please Check One:_____(Attached)_____(Submitted but not attached)

Conference Participants: Date:_____

_____ _____

Evaluatee Administrative Evaluator [15.03(a)]

_____ _____

Peer Appraiser [15.03(b)] Administrative Co-Evaluator [15.03(c)]

Signature indicates completion of appraisal, not necessarily agreement

APPENDIX D

APPENDIX ___

SUMMER SCHOOL EVALUATION

Employee:_____ Position:_____

School:_____ Year:_____

Evaluator:_____

Please check 1, 2 or 3	(1) Effective	(2) Needs Improvement	(3) Unsatisfactory
Classroom Management:** The teacher effectively manages the classroom environment.			
Instructional Delivery:** The teacher presents material clearly and effectively.			
Student Engagement:** The teacher keeps students actively engaged in learning.			
Communication:** The teacher communicates clearly with students, parents, and administrator.			
Assessment and Feedback:** The teacher provides timely and constructive feedback on student work.			
Adaptability:** The teacher is flexible and adapts instruction to meet student needs.			
Content Knowledge:** The teacher demonstrates a strong understanding of the subject matter.			
Professionalism:** The teacher is punctual, prepared, and professional in interactions.			

Comments:

Please check one:

_____ Effective: Recommended for continued assignment.

_____ Needs Improvement.

_____ Unsatisfactory: Not recommended for continued assignment.

Evaluator Signature_____ Date:_____

Employee Signature:_____ Date:_____

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