

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE UPPER ARLINGTON CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND**

**THE UPPER ARLINGTON  
EDUCATION ASSOCIATION**

**January 1, 2009 through December 31, 2011**

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This Collective Bargaining Agreement is between the Upper Arlington City School District Board of Education (the "Board") and the Upper Arlington Education Association/OEA/NEA (the "Association").

### **Article I - Recognition**

- 1.1 The Board recognizes the Association as the sole and exclusive representative for members of the bargaining unit. The bargaining unit shall include all regularly employed fulltime and all regularly employed part-time certificated/licensed employees except educational aides, home instruction tutors, casual day-to-day substitutes, long-term substitutes employed to work fewer than sixty (60) consecutive contractual days in the same assignment, and all confidential, supervisory, and management-level employees. "Confidential," "supervisory" and "management-level" employees shall be defined as the:

Superintendent  
Treasurer  
Assistant Superintendents  
Executive Directors  
Directors  
Program Coordinators  
Non-teaching Athletic Director  
Principals  
Assistant Principals  
Administrative Assistants and  
Other confidential, management-level, and  
supervisory employees as defined in Section 4117.01 of the Ohio Revised Code  
or as may be contracted for pursuant to Section 3313.843 of the Revised Code.

- 1.2 Auxiliary services personnel assigned to a nonpublic school shall be members of the bargaining unit and shall enjoy all the benefits of this Agreement, except to the extent that the requirements of this Agreement are not pertinent to such personnel and the working conditions and terms of employment are controlled by the nonpublic school and not the Board/Administration.

### **Article II - Negotiations Procedure**

- 2.1 Pursuant to Section 4117.14 of the Ohio Revised Code, the parties establish the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2)(6) and any other procedures to the contrary.

#### **2.2 NEGOTIATING TEAMS and OBSERVERS**

- a. Each party's negotiating team may consist of no more than seven (7) members.
- b. Each party may have up to four (4) observers. Board observers are restricted to Board members, members-elect, and management-level, supervisory and confidential employees defined in Article I, Section 1.1 above. Association observers are restricted to members of the bargaining unit defined in Article I, Section 1.1 above.
- 2.3 If either party wishes to terminate or modify this Agreement, it shall serve written notice on the other party of its intention by September 30 of the year in which this Agreement expires.

2.4 The initiating party will serve upon the State Employment Relations Board (SERB) a copy of the written notice to the other party and a copy of this Agreement.

2.5 The first meeting shall be held on a mutually agreed upon date prior to November 30. The date, time and place shall be arranged by the Association President and Superintendent or their designees. At the first meeting, the parties shall exchange their complete written proposals. Thereafter, neither party may submit new proposals.

2.6 **CONDUCT OF NEGOTIATIONS/COST**

- a. Either team may caucus during a session for a period of no more than thirty (30) minutes unless otherwise mutually agreed.
- b. Requests for information shall be made through the respective spokespersons. Either team may request the other to supply available information pertinent to items being bargained.
- c. As items receive tentative agreement, each shall be reduced to writing and initialed by the representatives of each party.
- d. When the negotiating teams reach tentative agreement upon the proposed new agreement, all members shall recommend acceptance to the parties they represent.
- e. Upon reaching tentative agreement, the proposed new agreement shall be presented to the Association for ratification within ten (10) contractual days. Upon ratification by the Association, the proposed agreement shall be presented to the Board for adoption within ten (10) contractual days. When ratified and adopted, the agreement shall supersede any Board policy, rule or regulation which conflicts with a term of the agreement.
- f. All negotiation meetings shall be open only to negotiating team members and observers.
- g. The costs (lodging and meals) associated with negotiating a successor agreement, if any, will be shared equally by the Board and the Association.

2.7 **INABILITY TO REACH AGREEMENT**

- a. If agreement is not reached by the forty-fifth (45<sup>th</sup>) calendar day prior to the expiration of the Agreement, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) or, if mutually agreed, an alternate mediation service, for a mediator.
- b. If agreement is not reached on unresolved issue(s) prior to expiration of this Agreement or any mutually agreed extension thereof, the Association may, as provided in Section 4117.14(D)(2) of the Ohio Revised Code, give a written ten (10) day notice of intention to strike to the Board and to SERB.

**Article III - Association Rights**

3.1 The Association shall have the following rights to the exclusion of any other employee organization:

- a. To use school facilities for Association meetings provided such meetings do not interfere with school or school business and provided the appropriate administrator is notified at least forty-eight (48) hours in advance. This time limit may be waived by the administrator if the Association deems its meeting an emergency meeting;

- b. To transact business on school property as long as it does not interfere with or interrupt school or school business;
- c. To use school business machines such as computers, copying/duplicating machines, calculators, audiovisual equipment, and other equipment/ ordinarily used by teachers during their regular employment duties, provided use will be made on school property and does not interfere with school or school business use of such equipment, and provided the Association shall reimburse the appropriate school account(s) for any consumable supplies it may use;
- d. To make announcements at faculty building meetings and total staff meetings;
- e. To use faculty bulletin boards in faculty lounges;
- f. To use a building public address system consistent with building procedures;
- g. To use the District's interschool mailing system for the distribution of Association materials to staff members;
- h. To place Association materials in staff member mailboxes and receptacles and to affix an Association sticker on said mailboxes and receptacles;
- i. To be placed on the agenda to address the Board at Board meetings;
- j. To be notified as far in advance as possible of the time, date, and place of all Board meetings and to obtain a copy of the agenda for each Board meeting with or as soon as possible after notification;
- k. To address the staff at the first District staff meeting each school year upon request of the Association President.

3.2 The use of equipment set forth above does not include television facilities, vehicles, maintenance equipment, or other Board -owned equipment not used by teachers while performing their regular duties.

3.3 The above rights may only be exercised by Association representatives employed by the Board.

3.4 The Association President or designee shall annually be provided a copy of the following information as soon as it is available except as otherwise indicated:

- a. The Board's Official Annual Appropriations Resolution when adopted (both temporary and permanent);
- b. The Official Certificate of Estimated Resources and any amendments when received by the Board;
- c. A copy of the proposed Tax Budget;
- d. A copy of the official Tax Budget when adopted;
- e. A copy of the Board Treasurer's June Financial Report to the Board showing all income from each source and expenditures to the various specific General Fund categories for the previous fiscal year ending June 30.
- f. A copy of training and experience grids or data for:



- (1) Bargaining unit members paid from the regular teachers' salary schedule;
  - (2) Bargaining unit members paid from the supplemental salary schedule; and
  - (3) Bargaining unit members paid on an hourly rate.
- g. The contract status (fulltime or what portion of fulltime and continuing contract or limited contract) of each bargaining unit member by name, seniority date, and area(s) of certification as on file with the District by October 30. If requested in writing by the Association, such data will be updated and provided to the Association one other time during the calendar year.
- h. At the elementary level, a class size list showing each staff member's student enrollment for each class. Such list to be provided on or before October 30 of each school year.
- i. At the middle school and high school levels, a copy of the master schedules showing the number of students assigned to each class. Such schedules shall be provided on or before October 30 of each school year. A revised schedule for the high school only to be provided within a reasonable time after the beginning of the second semester.
- 3.5 Negotiations, grievance hearings, and other meetings between Board and Association representatives shall ordinarily be conducted outside the work day. If the parties agree to meet during working hours, the Association representative(s) shall suffer no loss of pay or benefits as a result of participating.
- 3.6 Consistent with Ohio Administrative Code Rule 3307-6-01, the amounts paid as compensation to the Association's officers for service to the Association shall constitute teaching service for purposes of Chapter 3307 of the Ohio Revised Code. It is mutually understood that the amounts paid to or on behalf of Association officers for services rendered to the Association will be wholly reimbursed to the Board by the Association and that the operation of this Section will in no event result in a cost to the Board apart from the incidental cost of administering this provision.

#### **Article IV - Board Rights**

- 4.1 Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains its legal authority which shall include, but not be limited to, the right to: Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology and organizational structure; direct, supervise, evaluate and hire employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means or personnel by which school operations are to be conducted; suspend, discipline, demote or discharge for just cause, or lay off, non-renew, transfer, assign, schedule, promote or retain employees; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the missions of the school district; and the Superintendent's right to direct, assign, supervise, evaluate, schedule and transfer employees. The Board's and the Superintendent's exercise of the foregoing management rights requires neither prior negotiation with nor agreement of the Association.

## **Article V - Conflict with Law**

- 5.1 If any provision of this Agreement, or any application of this Agreement, conflicts with any federal or state law, regulation, ruling, or order, such provision or application shall be inoperative but the remaining provisions hereof shall remain in effect. Where a provision of this Agreement addresses a matter, it is mutually intended and understood that such provision supersedes any state law or regulation that addresses the same matter except as otherwise required by Section 4117.10 of the Ohio Revised Code. For purposes of this Article, the term "Agreement" includes any supplemental agreement (such as a memorandum of understanding) executed by the Board and the Association.
- 5.2 If a court or administrative agency of competent jurisdiction determines that any provision or application of this Agreement conflicts with any federal or state law, regulation, ruling, or order, either party may request in writing that negotiations be opened only with respect to the provision or application declared in conflict. The parties shall meet within thirty (30) calendar days of a request unless mutually agreed otherwise.

## **ARTICLE VI - Grievance Procedure**

### 6.1 **DEFINITION**

A grievance is a claim by a staff member, a group of staff members, or the Association of an alleged violation, misinterpretation, or misapplication of this Agreement.

### 6.2 **GENERAL PROVISIONS**

- a. An individual grievance shall be initiated by the person allegedly aggrieved.
- b. A group grievance may be initiated by those affected staff members or by the Association. If initiated by the Association, all known names of affected members will be listed on the form and the group will be identified. If the grievance affects all staff members, that fact will be noted on the form.
- c. A grievance shall be reduced to writing and include:
  - (1) The alleged violation, including the specific sections of the Agreement allegedly violated, misinterpreted, or misapplied;
  - (2) Relief sought;
  - (3) Date the grievance is filed.
- d. Time limits given shall be considered as maximum, unless otherwise extended by written agreement.
- e. Failure of a grievant to proceed within specified time limits shall mean the grievance has been resolved by the response given at the previous level unless the grievance is withdrawn under paragraph I. below. If the grievant is incapacitated or otherwise unavailable, the Association and Superintendent or designee shall arrange for a mutually agreeable extension of time in which to file.
- f. Failure of the Administration to respond within the time limit stated shall entitle the grievant to proceed to the next level of the procedure.

- g. A grievance may be initiated at Level II when it has been determined by the appropriate administrator that the subject is not within his/her realm of responsibility or control.
- h. A grievant at his/her request may be represented by the Association at all informal and formal steps. The Association shall have the opportunity to be present at all grievance meetings between the grievant and the Administration during which grievance adjustments are discussed.
- i. Nothing contained in this procedure shall be construed as limiting the rights of the Association and/or staff members who have a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.
- j. A "day" shall be a contractual day set forth in the adopted calendar excluding legal holidays, and a weekday during the summer vacation excluding legal holidays.
- k. No reprisal shall be made against any party involved in the use of this grievance procedure or when exercising rights under this Agreement.
- l. A grievance may be withdrawn at any level without record unless maintained in the Board or Association files in accordance with paragraph o. below. Once withdrawn, that grievance may not be refiled.
- m. No record, documents, or communication concerning a grievance shall be placed in the personnel file of any participants involved unless required by a grievance disposition or an arbitrator's award.
- n. In accordance with paragraphs d. and j. above, where it is specified that an action shall be accomplished within a specified number of days, the first day shall be the day immediately following the day of the event which causes the time period to become applicable.
- o. All records, documents, and communications relating to or arising from a grievance may be placed in a District grievance file. Nothing in said file may be used to the detriment of any aggrieved party whose name appears in the file. The Association also may maintain a grievance file.

### 6.3 **INFORMAL PROCEDURE**

A grievance shall first be presented to the principal or immediate supervisor within twenty (20) days of when the grievance occurred or when the grievant should have become aware of the alleged violation in an attempt to resolve the problem informally.

### 6.4 **FORMAL PROCEDURE**

**LEVEL I Administration** If the grievance is not resolved at the informal level, it may be formally submitted to the grievant's principal or immediate supervisor within six (6) days of submission of the informal claim. A meeting shall be mutually agreed upon between the grievant and administrator within six (6) days of the filing of the grievance. Either the grievant or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance. Within six (6) days of the meeting, the administrator shall provide the grievant with a written disposition.

**LEVEL II Mediation/Superintendent** If the grievant is not satisfied with the Level I disposition, he/she may within six (6) days of receipt of the Level I response, submit his/her written grievance to the Superintendent. Within six (6) days after the submission, the Association and Administration may mutually agree to refer the grievance to mediation and will at that time also determine who will participate in such mediation. If so referred, the mediator will be assigned through the Federal Mediation and Conciliation Service (unless otherwise mutually agreed) and further processing of the grievance will be held in abeyance pending conclusion of the mediation process. If mediation does not fully resolve the grievance, or if the grievance is not referred to mediation, a Level II meeting on the grievance will be held in accordance with the following paragraph.

The Superintendent may designate another administrator who is not a party in interest, to conduct the Level II meeting. The meeting shall occur within six (6) days of the submission to Level II (or, if mediation is used, within six (6) days of the conclusion of mediation) and shall be conducted as in Level I. Within six (6) days of the meeting, the Superintendent or designee shall provide the grievant with a written disposition.

**LEVEL III Arbitration** If the grievant is not satisfied with the Level II disposition, with the concurrence of the Association, he/she may within five (5) days of receipt of the Level II response, request to the Superintendent in writing that the grievance be submitted to arbitration. The Superintendent or designee and the Association President or designee shall meet to submit a joint request to the American Arbitration Association to provide an arbitrator in keeping with its Voluntary Labor Arbitration Rules. If no arbitrator is selected from the first list, the American Arbitration Association shall be mutually requested to provide a second list. The American Arbitration Association's processing fee shall be shared equally by the parties.

The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of the Agreement or contrary to law.

The award of the arbitrator shall be final and binding on all parties. The cost of the arbitrator shall be borne by the losing party. If the losing party cannot be clearly discerned, the arbitrator shall apportion the cost between the parties.

Any grievance timely filed under the formal grievance procedure shall be processed to its conclusion or resolution under such procedure.

## **ARTICLE VII - Reduction in Force**

- 7.1 When by reason of decreased enrollment of pupils, abolishment of positions, lack of funds, return to duty of regular staff members after leaves of absence, suspension of schools, territorial changes affecting the District, or changes in District attendance boundaries, the Board determines it will be necessary to reduce the number of teachers, it may make a reasonable reduction. "Abolishment of positions" means the permanent deletion of a position or positions from the District structure or organization because of lack of continued need for the position. If a position is abolished, the person holding the position will not have his or her contract suspended except in keeping with Section 7.4 of this Article. A "lack of funds" means the District has a current or projected deficiency of funding as certified by the County Auditor for the ensuing year to maintain current, or to sustain projected, levels of staffing and operations.
- 7.2 A probationary employee (see Article VIII, Section 8.1 of this Agreement) is not subject to the procedure appearing in this Article.
- 7.3 a. Prior to making any reduction, the Superintendent shall have the authority to make such transfers as he deems necessary in keeping with Article IX, Sections 9.2 and 9.4 of this

Agreement. Such transfers shall be made to accomplish the following objectives: (a) to allow more senior teachers with multiple certification to transfer to other teaching fields; or (b) to minimize the number of staff members to be laid off; or (c) to minimize the number of transfers so as not to unduly disrupt program areas unaffected by the reduction. Unless specifically covered by (a), (b), or (c), staff members shall be reduced as provided in Section 7.4 below.

- b. The Superintendent may grant District seniority credit for outside experience to newly employed staff members. One (1) year of seniority credit shall be granted for each two (2) years of experience in another district. No more than four (4) persons per year may be granted no more than five (5) years of seniority credit per person under this paragraph. Provided, that no one hired after January 1, 1991 who was granted seniority under this paragraph may bump and cause the layoff of a staff member who was a bargaining unit member as of December 31, 1990.

7.4 In making a reduction, the Board will suspend contracts in accordance with the Superintendent's recommendation. The Superintendent shall determine the specific areas of certification as well as the specific positions and/or work locations affected by the reduction in force. Staff members shall be reduced in the reverse order of seniority within each affected teaching field, unless it is necessary to deviate from seniority to meet the requirements of state or federal law.

7.5 Seniority shall be determined by placing all staff members on a seniority list. "Seniority" shall mean length of continuous regular service (irrespective of whether such service is full-time or part-time) in the District including time on leaves of absence and suspension of contract for RIF's. Staff members on continuing contracts will be placed at the top of the seniority list in descending order of seniority. Staff members on limited contracts will then be placed on the list in descending order of seniority. Next to each staff member's name shall be placed all his/her current areas of certification/licensure. Each staff member shall be responsible for submitting the most currently held certificate(s)/licenses to the Board offices within ten (10) calendar days of issuance by the Ohio Department of Education. Certification/licensure in an area that an employee acquires after formal notification from the Executive Director for Personnel Services that his/her contract will be suspended will not be considered in making that reduction in force; in any case where the contract suspension is to become effective with the start of the next school year and the employee received notification of that fact before April 1, the deadline for this purpose shall be April 1<sup>st</sup>. Any such after-acquired certification will be considered, however, with reference to recall rights under Section 7.6 of this Article.

Seniority shall begin with the date of the Board meeting at which the staff member was hired or the first day of work for substitutes on continuous assignments who are subsequently hired. If two (2) or more staff members on any seniority list have the same length of continuous service, seniority shall be determined by:

- a. Total teaching experience in Ohio public and /or chartered nonpublic schools; by
- b. Supplemental contracts held; and finally by
- c. A draw with an Association witness present.

7.6 Staff members selected for suspension of contract shall immediately be placed on a RIF list. A copy of this list shall be given to the Association President. A staff member whose name appears on a RIF list shall be recalled to service if and when a position, after application of the procedures appearing in Article IX, Section 9.4, paragraph d. of this Agreement, becomes available for which he or she is certified/licensed. Notice of recall shall be given by telephone, telegram or registered mail to the last telephone number or last address given by the staff member to the Board. It shall be the responsibility of the teacher to keep the Board advised in writing of a telephone number and mailing address at which he or she can be reached. The rights herein granted to a staff

member shall be forfeited should he/she: (1) Waive his/her recall rights in writing; (2) resign; (3) fail to accept recall as provided for herein; or (4) fail to report to work in a position that he/ she has accepted within five (5) school days after the notice of recall.

- 7.7 Nothing in this Article shall abridge the Board's right to non-renew a limited teacher contract in accordance with Section 3319.11 of the Ohio Revised Code
- 7.8 A staff member who has received notification that his/her contract will be suspended will be guaranteed the following rights:
- a. The right to remain a member of all employee group insurance policies at the individual's expense after the contract is suspended.
  - b. The Board will accept, without reservation, the resignation of an affected staff member after July 10th.
  - c. The use of fee waivers in accordance with the provisions of this Agreement.
  - d. Reinstatement rights within thirty-six (36) months after layoff pursuant to Section 7.6 above.
  - e. No new staff members will be employed while there are staff members on the recall list certificated/licensed for the vacancy.
  - f. A staff member on the recall list, upon acceptance of a position, shall return to active employment with the same accumulation of sick leave, and salary schedule placement in keeping with Article XI, as enjoyed when his/her contract was suspended. Time spent on the recall list shall be counted toward seniority. If the staff member who had been contracted to a fulltime position accepts a part-time position (or if he/she had been contracted to a part-time position and accepts a position of fewer hours), the staff member shall retain all recall rights guaranteed by the original suspended contract. Where group insurance policies permit, a staff member whose contract has been suspended may continue to participate in those benefits provided to staff members in active employment provided the staff member pays the group rates.
- 7.9 Supplemental contracts may be suspended at any time prior to the effective date of the contract.
- 7.10 Only administrators and other non-bargaining unit members who have continuing service status in the District shall be able to bump back into the bargaining unit.

## **ARTICLE VIII – Fair Dismissal**

### **8.1 PROBATIONARY EMPLOYMENT**

A non-probationary staff member whose limited contract is being considered for non-renewal shall be granted the due process rights appearing in Section 8.4 below. Each full-time staff member will serve a probationary period of two (2) years of District service, with each year composed of at least one hundred twenty (120) contractual days actually worked in a school year during which the employee is assigned continuously to the same position. If any part of a staff member's service during his/her first (2) school years of employment consists of non-casual substitute or regular part-time service, the probationary period for that employee will be three (3) years of District service with each year composed either of at least one hundred twenty (120) contractual days actually worked in a school year or contractual days actually worked in a school year equal to not less than eighty percent (80%) of the employee's scheduled work days during that school year, whichever is less, during which the employee is assigned continuously

to the same position. The probationary period of a staff member may be extended for one (1) additional year if, in the judgment of the Administration, an extended probationary period is desirable. The Administration will give written notice, by not later than April 1 of the year that would otherwise be the last year of probationary employment, to the staff member and to the Building Faculty Peer Review Committee of the intent to extend the probationary period, with the further understanding that the ultimate decision on whether or not to implement the extension rests with the Administration. Nothing in this Section is intended to preclude the Administration from reducing the probationary period of a staff member by one (1) year if the staff member has previous teaching experience in another Ohio public school district and, in the judgment of the Administration, a reduced probationary period is desirable. Staff members shall remain probationary employees until reemployed after completing their last year of probationary employment. If a probationary employee's limited contract is non-renewed, the Executive Director for Personnel Services will, upon request, orally notify the employee of the reason(s) why prior to June 1 of the school year in which the non-renewal occurs. The adequacy of the reason(s) shall not be grievable under Article VI of this Agreement.

## 8.2 **TERMINATION**

### a. Reasons for Termination

The contract of a staff member may not be terminated except for gross inefficiency; immorality; willful and persistent violations of reasonable regulations of the Board; or for other good and just cause. The sex, race, religion, creed, national origin, private life, or privileged political activity of an employee are not to be considered as reason(s) for termination. No provision of this paragraph or any other part of this Agreement shall apply to the release of an employee pursuant to Section 3319.39 of the Ohio Revised Code, it being mutually understood that any such release is governed exclusively by the provisions of that statute.

### b. **Procedures for Termination**

When termination of a staff member's contract is being considered, Sections 3319.16 and 3319.161 of the Ohio Revised Code will be followed. The Board may suspend a staff member pending final action to terminate his/her contract only if immediate harm to himself/herself or to others is threatened by his/her continuance or for other good and just cause.

## 8.3 **DISCIPLINE**

- a. No staff member shall be formally reprimanded or otherwise formally disciplined without just cause as defined in Section 8.4 a. below. Directives, evaluations, and other similar communications with a teacher do not constitute formal discipline.
- b. Before any formal disciplinary action is taken or formal reprimand given, the administrator shall have a meeting with the staff member and his/her representative of choice to attempt to resolve the concern informally. The meeting shall be delayed not more than one (1) school day to allow the staff member's representative to attend, unless the parties mutually agree to a further delay.
- c. If the concern is not resolved informally, any disciplinary action against a staff member shall be conducted in private except to the extent necessary where official Board action may be required. If an affected staff member or administrator deems it necessary, either may request a representative of choice to be present. When such request is made, the disciplinary action shall be delayed not more than one (1) school day unless mutually agreed to among the parties.

8.4 **NONRENEWAL OF NONPROBATIONARY STAFF MEMBERS**

a. **Reasons for Non-renewal**

The limited contract of a staff member may not be non-renewed except for reasons concerning professional competence as determined through formal written evaluations as provided in the professional growth instrument; for gross inefficiency; immorality; willful and persistent violations of reasonable regulations of the Board; or for other good and just cause. The sex, race, religion, creed, national origin, private life, or privileged political activity of an employee are not to be considered as reason(s) for non-renewal of contract.

b. **Procedures for Non-renewal**

- (1) An evaluator who has a serious concern as to whether a staff member's teaching contract should be renewed shall notify the staff member in writing. Within five (5) days after receipt of such notification, the staff member may request a conference. The conference shall be held within fifteen (15) contractual days of the evaluator's receipt of such request. The conference shall include the staff member, the principal, and the evaluator if other than the principal. The staff member may have a representative of choice attend the conference if he/she desires. The purpose of the conference shall be to discuss the staff member's deficiencies and to establish constructive steps to remedy the deficiencies, if remediation is appropriate. The staff member will be offered definitive, positive assistance to remedy all said concern(s), time to incorporate the recommended changes into his/her program, methods, and/or competencies. If a plan of remediation has been established, the staff member shall be entitled to at least one additional conference before a recommendation of renewal or non-renewal is submitted to the Superintendent.
- (2) An evaluator's recommendation for non-renewal shall be submitted to the Superintendent and the staff member on or before April 15. If the staff member is absent from school, the recommendation may be sent to him/her by registered mail at the current address listed in his/her personnel file. The evaluator need not provide additional evidence of transmitting the recommendation other than mailing it to the staff member prior to April 15.
- (3) After receipt of the recommendation for non-renewal, the Superintendent or designee, upon request, shall conduct an informal conference with the staff member.
- (4) If the Superintendent recommends that a staff member's contract be non-renewed and the Board approves such recommendation, the employee must be notified in writing by the Board Treasurer by April 30th of the year in which the contract expires. Failure of the Administration to comply with the provisions in Section 8.4 b. shall result in the staff member being automatically reemployed on another limited contract or a continuing contract, if eligible.

c. **Contractual Procedures Supersede Law**

This Article and the District's established evaluation procedure shall supersede, respectively, the provisions of Sections 3319.11(G) and 3319.111 of the Ohio Revised Code and any other conflicting provisions of Ohio law.



8.5 **GENERAL PROVISIONS**

A staff member shall be given the opportunity to resign at any time after being notified of a pending non-renewal or termination of contract. If the staff member resigns, the Board will accept the resignation. The Administration will respond to any reference checks with an indication that the staff member resigned.

This Article shall not apply to the non-renewal of any supplemental contract, extended service contract, casual substitute contract or to any reduction in force carried out on accordance with Article VII. Such contracts shall expire automatically and non-reemployment action under Section 3319.11 of the Ohio Revised Code shall not be required.

An evaluator shall not be a member of the bargaining unit.

- d. The District's Staff Evaluation Committee established under Strategic Planning has the responsibility and obligation to evaluate and address, among other things, how best to (1) achieve a fair and consistent evaluation procedure utilizing a continuous growth model, (2) foster ease of administration in applying the evaluation procedure, (3) promote professional growth through the evaluation procedure, and (4) incorporate peer review assistance and mentorship as part of the evaluation process.

**Article IX - Employment Practices**

9.1 **INDIVIDUAL CONTRACTS**

a. Individual Teaching Contracts

- (1) The regular staff member contract forms (both limited and continuing) shall include at least, and nothing which would conflict with, the following provisions:
- (a) Name of the staff member;
  - (b) Name of the District and Board employing said staff member;
  - (c) Type of contract, limited or continuing;
  - (d) Annual salary to be paid (increases may be made during the term of the contract in accordance with Section 3319.12 of the Ohio Revised Code);
  - (e) Basis of determining compensation (e.g. classroom staff member B.A. Degree 5 years of experience);
  - (f) The number of days in the contractual year;
  - (g) Agreement provision that the staff member shall perform his/her professional duties in keeping with applicable law and reasonable rules and regulations of the Board;
  - (h) Signatures of staff member, Board President, and Board Treasurer.
- (2) Upon request of a staff member already employed under a continuing contract to replace his/her original continuing contract with the new form, such request will be honored. The effective date on the new form will be the original effective date as found on the original form.

b. **Individual Supplemental Contracts**

- (1) The supplemental limited contract form shall include at least, and nothing which would conflict with, the following provisions:
- (a) Name of the staff member;
  - (b) Name of the District and Board employing said staff member.
  - (c) Duration of contract;
  - (d) Salary to be paid for the period of time the contract is issued (increases may be made during the term of the contract in accordance with Section 3319.12 of the Ohio Revised Code);
  - (e) The title and/or description of the supplemental duty;
  - (f) Agreement provision that the staff member shall perform his/her professional duties in keeping with applicable law and reasonable rules and regulations of the Board;
  - (g) Signatures of staff member, Board President, and the Board Treasurer.

c. **Sequence of Contracts**

- (1) Staff members will be offered limited contracts as follows:

<u>Sequence of Contracts</u>	<u>Duration of Contracts</u>
Any limited contract	1 year while a probationary employee (see Article VIII, Section 8.1 of this Agreement)
Sequence of Contracts	Duration of Contracts
All subsequent limited contracts (unless eligible for a continuing contract)	2 years

- (2) This provision applies to a staff member with a limited contract who believes he/she will be eligible by experience and certification/licensure (including post-masters degree coursework hours as required by Section 3319.08 of the Ohio Revised Code) for a continuing contract effective with the next school year. To receive continuing contract consideration by the Board, the staff member must, by October 1, give written notice to the Executive Director for Personnel Services that he/she expects to meet all eligibility requirements by April 1. If such notice is given and the employee meets all eligibility requirements by April 1, the Board will, at its regular April meeting, consider the staff member for a continuing contract effective with the next school year. If such notice is not given, or if the employee does not meet the eligibility requirements by April 1, the staff member, unless non-renewed in accordance with Article VIII of this Agreement, will be awarded a new limited contract in accordance with paragraph c.(1) above.

d. **Continuing Contracts**

- (1) A staff member may not be issued a continuing contract for supplemental duties. Only limited contracts may be issued for supplemental duties.
- (2) A staff member who has attained continuing service status elsewhere is eligible for continuing status after being employed by the Board for two (2) years. (A year of employment is defined as being employed for one hundred twenty [120] or more days.)
- (3) A staff member, eligible by experience and certification for a continuing contract and who has not attained continuing contract status elsewhere, and who is not being recommended for a continuing contract, may be reemployed once on a limited contract for no longer than two (2) years duration. In such case, the Superintendent must give written notice to the employee indicating his/her intention to recommend the limited contract and professional reasons for such recommendation. If the Superintendent does not recommend either a continuing contract or a limited contract not to exceed two (2) years, then the Superintendent must recommend that the contract not be renewed in keeping with Article VIII. All requirements of that Article and statutory requirements must be met. Failure to comply with these requirements will automatically reemploy the eligible employee on a continuing contract. These provisions supersede and replace the provisions pertaining to extended limited contracts that appear in Section 3319.11 of the Ohio Revised Code.
- (4) On the recommendation of the Superintendent that a staff member eligible for continuing contract status be reemployed, a continuing contract shall be entered into between the Board and the employee unless the Board by three-fourths (3/4) vote of its full membership rejects the recommendation of the Superintendent. In case of a five member Board, four (4) members would have to vote against the Superintendent's recommendation.

e. **General Provisions**

- (1) The effective date of all renewed limited contracts shall be July 1 of the calendar year in which the contract is renewed or was supposed to be renewed.
  - (a) The effective (beginning) date for employment under a continuing contract for all staff members who have been approved or should have been approved (by the Board) for a continuing contract is July 1 of that year.
  - (b) Without requiring the consent of the Board, a staff member may notify the Board in writing on or before July 10 that he/she is resigning and will not be returning at the beginning of the next contractual year. A written notice of resignation submitted after July 10 must have the consent of the Board.
  - (c) A continuing contract issued during the term of an unexpired limited teaching contract will nullify and void the limited contract on the date the continuing contract becomes effective.

9.2 **Part-Time Staff Members**

a. As illustrated by the example in paragraph d. below, the contract and compensation of a part-time bargaining unit staff member with a daily work schedule in relation to the contract and compensation of a full-time staff member with a daily work schedule, placed at the same point on the Teachers' Salary Schedule, is determined by multiplying (and then rounding the product up to the nearest two-digit number that is a multiple of 5) the number 1 (representing a full-time staff member) by a fraction whose denominator is 480 (the total minutes within an 8-hour work day) and whose numerator is the sum of the following:

- (1) All minutes of the part-time employee's instructional duties, including student passing time (for this purpose, if the employee's instructional duties begin at the normal start of the instructional day in the employee's building, these minutes will be calculated from 8:00 a.m.; otherwise, these minutes will be calculated from five (5) minutes prior to the actual start of instruction); and
- (2) All minutes of the part-time employee's planning time awarded under Article XII, Section 12.7 of this Agreement; and
- (3) All minutes of the part-time employee's lunch period, if any (for this purpose, if the part-time employee is regularly required to be on the job site for more than 240 minutes, including the non-instructional duty time required under paragraph b. below, the employee will receive a lunch period of not less than 45 minutes); and
- (4) All minutes of Professional Meeting Time, prorated under Article XII, Section 12.3, paragraph j. of this Agreement in accordance with the following provisions;

A part-time employee's prorated Professional Meeting Time is calculated as follows: Multiply (and then round the product up to the nearest whole minute) the amount of Professional Meeting Time normally allocated to an employee assigned to the building by a fraction whose denominator is 480 and whose numerator is the sum of the minutes included in subparagraphs 1 (instructional time) and 2 (planning time) above.

Thus, using the example that appears in paragraph d. below, the employee's Professional Meeting Time is calculated as follows:  $164 + 48 = 212$ ; since a high school employee's normal Professional Meeting Time is 60 minutes, the part-time employee's Professional Meeting Time is:  $60 \times 212/480 = 26.5$ , rounded to 27 minutes.

- b. The part-time staff member will be assigned a non-instructional duty typical of non-instructional duties assigned to other staff members in the building, and the minutes of such duty time will not be included in the numerator of the fraction identified in paragraph a. above.
- c. Recognizing that the intent of this Section is not to convert what would otherwise be a full-time staff member into a part-time staff member, it is understood that, notwithstanding the provisions of this Section, a staff member will be deemed to be full-time if:

He/she is assigned to the high school and has at least five (5) daily instructional/student contact periods; or

He/she is assigned to a middle school and has at least six (6) daily instructional/student contact periods, or at least five (5) daily instructional/student contact periods plus a non-instructional duty; or

He/she is assigned to an elementary school and has daily instructional duties comparable in duration to those of teachers normally and exclusively assigned to the building.

d. **Example:**

Assume a teacher is regularly assigned to a high school work schedule that consists of three (3) 48-minute instructional/student contact periods, the first of which begins at the normal start of the instructional day in the building (8:05 a.m.). Five (5) minutes of student passing time occur between periods. The employee also receives a lunch period of 48 minutes. The numerator of the fraction referred to in paragraph a. above is 286, calculated as follows:

164	(instructional minutes and passing time, calculated from 8:00 a.m.)
48	(minutes of planning time)
48	(minutes of lunch period)
<u>+27</u>	(prorated minutes of Professional Meeting Time)
287	(sum and numerator)

The employee's contract and compensation relative to a full-time employee at the same point of the Teachers' Salary Schedule, whose salary is, say, \$35,874, are then calculated as follows: (with the #1 representing a full-time staff member)

$$1 \times 287/480 = .6 \text{ (no further rounding necessary)}$$

Thus, the employee receives a .6 contract with a salary of \$21,524 (\$35,874 x .6).

- e. In lieu of the formula specified above, if a part-time staff member is not assigned to a daily work schedule, but instead to a schedule composed of only certain days of a work week, the employee's contract and compensation in relation to the contract and compensation of a full-time staff member, placed at the same point on the Teachers' Salary Schedule, is determined by multiplying the number 1 (representing a full-time staff member) by a fraction whose denominator is 40 (the total hours of a normal work week) and whose numerator is the total of all hours the employee is regularly required to be on the job site for any purpose, including any lunch period, during a work week.

Example:

Assume a teacher is regularly scheduled to work full 8-hour days on Mondays and Wednesdays and five (5) hours on Thursdays but not scheduled to work at other times of the week. His/her contract and compensation relative to a full-time staff member at the same point of the Teachers' Salary Schedule, whose salary is, say, \$35,874, are calculated as follows:

$$1 \times 21/40 = .525, \text{ rounded up to } .55.$$

Thus, the employee receives a .55 contract with a salary of \$19,731 (\$35,874 x .55).

- f. Notwithstanding any other provision of this Section, it is mutually understood that, effective with the 2006-07 school year, an a.m. and a p.m. kindergarten teacher will each receive a .5 contract.

### 9.3 **NOTIFICATION OF ASSIGNMENT**

- a. Each staff member shall be notified in writing of his/her building assignment, grade, level, and course assignment for the next school year by June 15, if there is to be a change in his/her building assignment, grade level, or course assignment from the present school year. A first draft of the Master Schedule for each high school and middle school building, after being developed by the Administration with the involvement of the relevant Department Chairpersons and review by the Building Planning and Development Team, will be made available to bargaining unit members by not later than June 1 of each school year. A high school draft will show when classes will occur and conference/preparation periods for those teachers who team. A middle school draft will show when classes will occur, lunch periods, and conference/preparation periods. It is mutually recognized that changes in a particular Master Schedule may be necessitated by unforeseen circumstances and that the June 1 draft will not show any sixth assignments. Bargaining unit members who wish to comment with respect to the draft shall submit their comments in writing to the building principal within five (5) school days of receiving the first draft. A second draft of the Master Schedule, including sixth assignments, will be made available by not later than August 1, again recognizing that changes in a particular Master Schedule may be necessitated prior to the beginning of the school year by unforeseen circumstances.
- b. As used in this Agreement, transfer means a change of a staff member's building assignment from one building to another. Changes in grade level or changes within a building do not constitute transfers. Likewise, any changes in itinerant staff members' assignments do not constitute transfers. Itinerant staff members are defined as those persons who are assigned duties in more than one District building in the following categories: Speech and language therapists, gifted education teachers, adapted physical education teachers, special education teachers, career education specialists, DCAPP Coordinators, school psychologists, nurses, work study coordinators, occupational therapists, physical therapists, elementary art, elementary general music and elementary physical education teachers, elementary and middle school instrumental music teachers, teacher leaders and guidance counselors. Part-time itinerant staff members shall be notified of, and shall have the opportunity to apply for, any additional work available within their areas of assignment in the buildings to which they are assigned. Upon request, the Executive Director for Personnel Services shall meet with an itinerant teacher to discuss the reasons for a particular assignment or reassignment.
- c. If a change becomes necessary after June 15th, every effort will be made to personally contact the affected staff member(s). Staff members are responsible for giving written notification to both the Executive Director for Personnel Services and the building Principal of the address and telephone number where they can be contacted during the summer months when school is not in session if that address and/or telephone number is different from their residence as listed in their personnel files.
- d. If a staff member permits certification to lapse or requests that certification be revoked with respect to a particular teaching area, subject, or grade level in order to avoid an assignment, the Board may reduce the employment contract of the employee proportionate to the assignment being avoided. This provision shall not apply, however, if the lapse or revocation pertains to a teaching area, subject, or grade level within which the employee has not taught during the immediately preceding five (5) full school years.

### 9.4 **NOTIFICATION OF JOB OPENINGS**

- a. Notification of all vacancies requiring certificated/licensed personnel, all interscholastic coaching supplemental position vacancies, all supplemental contract vacancies (other

than interscholastic coaching) which have not been filled within a building, and all District-wide supplemental contract vacancies shall be posted via District email (the Intercom) as they occur throughout the calendar year. Any exceptions to this posting requirement are set forth in applicable items elsewhere in this Agreement.

- b. During the summer when school is not in regular session, the Executive Director for Personnel Services will also send notice of all such vacancies by email to a personal address to all staff members who request such notice. It is the responsibility of each staff member to provide a personal email address. In addition, the posting via District email during the summer recess will be marked priority.
- c. In addition, all summer postings shall be openly displayed in the Board offices. Staff members may come to or telephone the Board offices to be informed of these summer vacancies.
- d. If the vacancy is caused by a staff member taking a leave, the posting will include a notation that the vacancy is temporary and will include the effective beginning and ending dates of the vacancy. The date the vacancy is to be filled will be indicated with each respective vacant position announced.

9.5 **STAFF MEMBER TRANSFER**

a. **Notification of Job /Vacancies**

As vacancies occur and are announced pursuant to Section 9.4 above, staff members possessing certification for the vacant or new position and who desire a transfer to the vacant or new position, may apply in writing to the Executive Director for Personnel Services. This Section does not apply to supplemental contracts.

b. Procedures for Filling Vacancies)

- (1) When a vacancy occurs, the Administration shall not recommend nor the Board permanently fill such vacancy until five (5) calendar days after the vacant position is announced as set forth above. Each staff member who applies to the Executive Director for Personnel Services within the five (5) day limitation will have his/her request for transfer considered (a staff member may also apply in anticipation of a possible vacancy). A staff member who applies within the time limit will receive consideration and an interview. A staff member who misses the deadline may receive consideration but is not assured of an interview. A transfer will be granted only when the transfer will have little or no disruptive effect upon students. The Administration shall consult with each staff member whose request for transfer was not granted. The final authority to make or deny transfers pursuant to this Section rests with the Superintendent.
- (2) The Executive Director for Personnel Services and the Association President may mutually agree to waive the requirements of Section 9.4 and paragraph (1) above in filling such a vacancy. In such a case, prior to the end of the contractual year, the position will be posted as a vacancy under Section 9.4 for the following contractual year if the position will continue to be filled.
- (3) When the vacancy is one which requires a certificated/licensed employee (except for teacher leaders, department chairpersons, grade level chairpersons, 21<sup>st</sup> century coaches, intervention services coordinators, EIS positions and positions which are not included in the bargaining unit identified in Article I of this Agreement), the staff member who has the greatest seniority, who has made written request for a transfer to the position possesses certification for the

position will be granted the transfer if such action would be in the best interests of the District. If the most senior staff member is not transferred, the staff member shall, upon request, be given the reasons in writing.

- (4) When the vacancy under this paragraph b. is for a position of a, department chairperson or a position which is not included in the bargaining unit as set forth in Article I of this Agreement, the final authority in making transfers/recommendations for employment rests with the Superintendent. Department chairperson positions shall be posted and staff members shall be given an opportunity to apply for such positions at least once every three (3) school years. An applicant for a Department chairperson must be mutually acceptable to the building principal and the Building Planning and Development Team. If more than one (1) such applicant is mutually acceptable, the position will be awarded to the applicant who is elected by members of the Department.
- (5) If a less senior staff member is transferred, the more senior staff member who was not transferred may request a meeting with the Executive Director for Personnel Services and the principal(s) involved. The staff member may have a representative of his/her choice present. The request for a meeting shall be in writing to the Executive Director and shall identify the staff member's representative, if any, who will attend. At the meeting, the staff member will be given the written reason(s) why he/she was not granted the transfer. These reasons may not be the subject of a grievance and shall not be placed in the staff member's personnel file. The final authority to make or deny transfers pursuant to this provision rests with the Superintendent.
- (6) In filling a teacher leader, 21<sup>st</sup> century coach, or intervention services coordinator position, the Assistant Superintendent (or designee) and Association President will mutually select up to five (5) certificated/licensed staff members to screen & interview the candidates.. If there are more than five (5) candidates for the position, the Assistant Superintendent (or designee) and Association President may mutually limit the number of candidates to five (5). The Council members who interview the candidates will give appropriate input and recommendations to the Assistant Superintendent (or designee) as to the acceptability and order of preference of the candidates. While it is anticipated that the successful candidate will typically emerge through consensus, it is also recognized that the final right of selection rests with the Assistant Superintendent (or designee) and the Board. For purposes of this provision, " teacher leader" does not include EIS personnel.

c. **Building Reorganization**

The Administration has the right to reorganize a staffing pattern within a building. During a building reorganization the Administration will give consideration to the desires of the staff member in the reorganization.



d. **Involuntary Transfers**

When application of paragraphs a., b., c. and d. above do not succeed in filling a vacancy, the Administration may employ a new staff member to fill the vacancy. The Administration will also give consideration, if possible, to increasing the contract of a part-time staff member who is properly certificated/licensed for the vacant position. If neither of these alternatives is deemed appropriate by the Administration, an involuntary transfer may be made. The staff member with the least seniority who is certificated/licensed for the vacant position shall be involuntarily transferred if such action would be in the best interests of the District. If the Executive Director for Personnel Services determines that a more senior staff member must be transferred, the staff member may request a meeting pursuant to the provisions of paragraph c.(5) above. The final authority to make involuntary transfers pursuant to this provision rests with the Superintendent.

e. **Seniority**

As used herein, "seniority" shall be defined as in Article VII, Section 7.5 of this Agreement.

f. **Staff Members on Leaves**

A staff member on any type of extended leave(s) during the regular school year shall receive the Intercom, school newsletters and a school personnel directory in which his/her name shall be listed. During the summer such staff members shall receive the notices of vacancies in accordance with Section 9.4 b.

9.6 **PERSONNEL FILES/PAYROLL FILES**

a. The personnel file of each staff member in the Board office shall be the only official, file of recorded personnel information maintained by the Board and Administration, except as provided herein. The Executive Director for Personnel Services shall be the official manager of the personnel file system.

b. A staff member shall have access to his/her personnel file during regular office hours within two (2) work days of receipt of a written request by the Executive Director for Personnel Services or designee, unless the provisions in paragraph c. below must be followed. A staff member may be accompanied by a representative of his/her choice when inspecting his/her personnel file. A staff member's representative shall also have access to the staff member's personnel file when the staff member authorizes the access in writing.

c. Except for public records requests processed under Section 149.43 of the Ohio Revised Code, access to a staff member's personnel file shall be limited to Board members, the Superintendent, the Treasurer, central office administrators, the staff member's building principal, administrators directly supervising the staff member, other administrators who are considering that staff member for possible transfer or promotion, or Board's legal counsel. Secretaries of these listed individuals shall have access to a personnel file for clerical purposes. With respect to a request under Section 149.43 of the Ohio Revised Code to examine a staff member's personnel file, the following provisions will apply:

- (1) the Executive Director for Personnel Services will make every reasonable effort to inform the employee of the request within twenty-four (24) hours of receipt of the request (or by noon of the employee's next scheduled work day if the request is received near the end of the employee's work day and the employee is not scheduled to work the following day) and of the identity of the person or organization making the request;

- (2) medical records (as defined in Section 149.43) and the employee's social security number will not be subject to disclosure;
  - (3) the Executive Director for Personnel Services will prepare and furnish to the employee a numbered index of items, other than those materials identified in paragraph g. of this Section, in the personnel file that are being disclosed; and
  - (4) if copies of materials in the personnel file are taken by the person or organization making the request, the Executive Director for Personnel Services will furnish the employee with either duplicate copies of such materials or notice of what materials were copied and taken.
- d. A staff member shall be entitled to a copy of any specific materials in his/her file upon written request. If a staff member requests copies of more than thirty (30) pages in a school year, a fee for duplication may be charged.
- e. Letter or materials anonymous to the staff member or reports partially or entirely based on sources anonymous to the staff member shall not be placed in the staff member's personnel file. Information maintained in a staff member's personnel file shall be necessary and relevant to the function of the school system. In addition, the information maintained shall be accurate, timely and complete. Information in a personnel file may be removed upon mutual agreement of the staff member, administrator making the entry or Superintendent.
- f. The following information may be placed in a staff member's personnel file without notifying the staff member:
- (1) Official transcripts of college courses and college credentials;
  - (2) Teaching certificates and licenses;
  - (3) Salary notices and contracts;
  - (4) Employment application forms and related pre-employment material;
  - (5) Health records required for employment;
  - (6) Military records;
  - (7) Attendance records;
  - (8) Transfer requests;
  - (9) Correspondence between the staff member and any school administrator which relates to items (1) through (8) and paragraph e. above.
- g. The following information may be placed in a staff member's personnel file only after notifying the staff member and supplying him/her with a copy of the information. This notification shall be in writing and shall include the dated signature of the administrator submitting the information to be placed in the staff member's personnel file. In addition, any such information shall also have the dated signature of the staff member. The staff member is required to sign and return a copy of said information to the administrator who is submitting the information to the Executive Director for Personnel Services provided the signature line has a notation that reads: "The staff member's signature does not necessarily indicate agreement with the contents of information contained herein." The

front page of any information prepared by an administrator concerning a staff member's job performance shall contain two (2) boxes which a staff member shall check and initial. The two (2) boxes will state: "I agree" or "I disagree with the contents of the information contained herein." Except for unusual circumstances, the signed copy of said information will be returned within ten (10) days. If not returned within the ten (10) days, the copy will be placed in the staff member's personnel file.

- (1) Official evaluation reports (including the signature line notation and boxes as specified above);
  - (2) Letters of merit or commendation not initiated for inclusion in the personnel file by the staff member;
  - (3) Observation/conference reports;
  - (4) Any administrator's report, which may include relevant materials, concerning the staff member's conduct;
  - (5) Any other item not listed above, provided it meets the requirements of accuracy, timeliness, and completeness set forth above.
- h. Items in a staff member's personnel file are limited to those in paragraphs g. and h. above and letters of merit and other related material which recognize the professional merit of the staff member. These materials shall be placed in a staff member's file upon his/her request.
- i. If a staff member disputes the accuracy, relevance, timeliness, or completeness of information in his/her file, he/she may submit a written request to the Executive Director for Personnel Services to conduct an investigation. The staff member shall specify the reason(s) why he/she believes the information to be inaccurate, irrelevant, untimely, or incomplete. The investigation shall be conducted within thirty (30) days of receipt of the request in accordance with the specifications and requirements of Section 1347.09 of the Ohio Revised Code. If the Executive Director determines an item is inaccurate, irrelevant, untimely or incomplete he/she shall alter the material, if possible, to remedy the problem or delete the material from the file.
- j. If the staff member still believes that specific item(s) in his/her personnel file are not accurate, timely, complete, or relevant, the staff member may file a grievance within twenty (20) days of receipt of the Executive Director's determination or take the matter to a court of law. Any grievance filed shall be filed under Level II and the Level II hearing officer shall be the Superintendent and not his/her designee. No Level III appeal may be made.
- k. If the staff member is dissatisfied with the Executive Director's determination concerning the disputed information or the subsequent determination by the Superintendent, the staff member may within twenty (20) days submit a brief statement to be included in the file outlining his/her position on the disputed information. The appropriate administrator shall sign this statement within ten (10) days to acknowledge his/her awareness of the statement. Absent unusual circumstances, the administrator's signature does not indicate agreement with the contents of the statement. If not signed within the ten (10) days, the statement will be included in the personnel file.
- l. All complaints concerning personnel files shall be processed exclusively in accordance with the procedures specified in this Section and Chapter 1347 of the Ohio Revised Code.

- m. A staff member's immediate building principal and/or assistant principal may also maintain a personnel file on the staff member, provided that access to the file, the confidentiality of the file, and contents of the file meet the specifications and requirements above. Staff members shall be notified in writing when a principal and/or assistant principal maintains a building file. An administrator's personal informal notes or records about a staff member are not part of the official or building personnel file and are not subject to the requirements above. No adverse action shall be taken against a staff member based upon notes which are not a part of the official file.
- n. Each staff member's payroll file shall be located in the Board offices and shall be the only official file of printed payroll information. The Treasurer shall be the official manager of the payroll system. Staff members shall have access to their payroll files and may dispute the information contained therein pursuant to the procedures set forth above, provided that any complaint shall be initiated with the Treasurer rather than the Executive Director for Personnel Services. All information related to payroll may be placed in a staff member's payroll file without notifying the staff member.
- o. No administrator shall initiate a distribution of a bargaining unit member's evaluation or category of evaluation.

9.7 **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

A Local Professional Development Committee will be appointed to oversee and review professional development plans for course work, continuing education units, or other equivalent activities needed in order that each individual staff member have a vehicle for presenting individual plans for license qualification.

This Committee will be made up predominantly of practicing classroom teachers and shall be fairly representative of elementary, middle school, high school, and support staff. Committee members shall serve staggered terms that provide continuity of procedures and policies.

Committee membership shall be no less than twelve (12) nor more than sixteen (16), at least sixty percent (60%) of whom shall be practicing teachers appointed by the Association President.

**Article X - Leaves of Absence**

10.1 **SICK LEAVE**

- a. All fulltime (1.0 FTE's) staff members and part-time (less than 1.0 FTE's) staff members shall accumulate sick leave credit at the rate of one and one-quarter (1/4) days per month under contract (including summer months) at the staff member's FTE contract. Sick leave credit may not be accumulated during an unpaid leave of absence. Sick leave accumulated prior to an unpaid leave of absence shall be credited upon return from leave. If a staff member's contractual FTE's are altered under a new contract, all accumulated sick leave will become equivalent to the new contract whether the contract is an increase or decrease in FTE's. (Example: A member works 10 years on a full-time contract and has an accumulation of 120 sick leave days. If this employee requests and is granted a reduced contract at .5 FTE's, each of the original 120 full-time sick leave days will become 120 part-time .5 FTE sick leave days. Conversely, if 4 years later this member has accumulated 155 part-time sick leave days and he/she requests and it granted a full-time contract, his/her 155 part-time sick leave days accumulated during part-time employment will become 155 full-time sick leave days.)

- b. Each new staff member or staff member who has exhausted his/her accumulated sick leave may be advanced five (5) days of sick leave. If any of these five (5) days are used, they shall be deducted from the sick leave accumulated during that year of employment (in the event of childbirth refer to paragraph I. below.) If a staff member's employment ends using advanced sick leave and not earning same, he/she will have the per diem amount deducted for unearned sick leave from the last salary check issued by the Board Treasurer.
- c. Each year prior to October 1, the Board Treasurer will issue a statement of accumulated sick leave. A staff member who telephones or personally comes to the Central Office for the purpose of inquiring about the number of days of his/her accumulated sick leave shall be provided such information upon request.
- d. Unused sick leave shall have an unlimited accumulation.
- e. Sick leave may be used for any absence of the staff member due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the staff member's immediate family. Sick leave may be used immediately after the adoption of a pre-school age child not to exceed three calendar weeks. Sick leave may be used immediately after the adoption of a newborn child not to exceed six (6) calendar weeks. After the birth of a staff member's child, the following rules shall apply:

The mother may use available sick leave during the first six (6) calendar weeks, unless delivery is by Caesarian-section, in which case the mother may use available sick leave during the first eight (8) calendar weeks;

The father may use available sick leave during the first three (3) calendar weeks, irrespective of whether delivery is by Caesarian- section.

- f. For full-time staff, absence of a portion of a day up to one-half (1/2) shall be counted as one-half (1/2) day of sick leave use. Absence beyond one-half (1/2) day but less than a full day, shall be counted as a full day of sick leave use. For a part-time staff member, absence of a portion of a day up to one-half of the part-time staff members FTE contract shall be counted as one-half (1/2) day of sick leave use. Absence beyond more than 1/2 of the FTE's of the part-time staff member's contract day, shall be counted as a full day of sick leave use.
- g. Upon returning from sick leave, the staff member shall complete a readmission form to justify the use of sick leave. If medical attention was required while on sick leave, the staff member's statement shall list the name(s) and address(es) of the attending physician(s) and the date(s) when consulted.

If the Superintendent or Executive Director for Personnel Services wishes to challenge a staff member's need for the use of sick leave, either administrator shall notify the staff member in writing. This notification shall include an explanation of the reason(s) for the challenge and require the staff member to provide a written explanation justifying the use of sick leave. The Superintendent's or Executive Director's request shall be made within ten (10) contractual days after the staff member's return from leave.

- h. The previously accumulated sick leave of a person who has been separated from public service, whether accumulated pursuant to Section 143.29 of the Ohio Revised Code or pursuant to Section 3319.141 of the Ohio Revised Code, shall be placed to his/her credit upon his/her employment with the Board, provided such employment takes place within ten (10) years of the date of the last termination from public service.

- i. No sick leave shall be granted to or accumulated by a staff member after the effective date of his/her retirement or resignation; provided, however, that any sick leave balance that a staff member may have after receiving severance pay under Article XI, Section 11.10 of this Agreement will be certified by the Board Treasurer to any third party as the staff member's sick leave balance in effect upon the staff member's severance of employment in the District.
- j. Staff members who become ill during the contractual day will notify the building principal of their illness.
- k. Staff members who become aware of the need to use sick leave at a time other than during the contractual day will follow the "Guidelines for Securing a Substitute Teacher" as published and distributed by the District unless sick leave is being used on a contractual day during which students are not to be in attendance and teachers are to be in attendance. In such cases, the staff member will notify his/her building principal of the use of sick leave as soon as possible. Requirements of this paragraph shall be waived by the Administration only in emergency situations.
- l. A sick leave committee consisting of six (6) members shall administer a sick leave contribution plan for use in catastrophic cases. The Superintendent shall appoint three (3) members and the Association President shall appoint three (3) members.

The plan includes these concepts:

- (1) A person using contributed sick leave will be limited to ninety (90) days of such sick leave in a catastrophic case or when necessary after the birth of a child;
- (2) Staff members who contribute sick leave will be limited to contributing one (1) day per school year;
- (3) Days borrowed from the sick leave bank related to the birth of a child will be reimbursed five (5) days per contractual year until all days borrowed have been returned.

The form used in administering the plan will include the following criteria and concepts:

- (1) Employee must be an Upper Arlington Education Association bargaining unit member;
- (2) Employee must have contributed one (1) day during the current school year;
- (3) Employee must have used all of paid leave before requesting bank days (all sick leave, personal leave, and advanced sick leave days);
- (4) Employee must supply a physician's statement;
- (5) The plan pertains only to the employee's personal illness/injury (requests involving immediate family will be considered on a case-by-case basis);
- (6) Only up to thirty (30) days can be approved at a time (maximum limit of ninety [90] days).;
- (7) The employee is not eligible if on STRS disability.

10.2 **ILLNESS, INJURY OR DEATH IN THE IMMEDIATE FAMILY**

- a. Sick leave may be used for illness, injury or death in staff member's immediate family. In case of illness or injury, immediate family includes parent, grandparent, son, daughter, brother, sister, spouse, in-laws bearing any of these relationships, or any individual who is a member of the staff member's household. In case of death, immediate family also includes cousin, nephew, niece, aunt, or uncle, with the further understanding that these

relationships will qualify as members of the immediate family in case of illness or injury if the staff member is the person's caregiver.

- b. Upon returning from sick leave for reason of illness, injury, or death in the immediate family, the staff member shall complete a readmission form to justify the use of the sick leave.
- c. Staff members who become aware of the need to use sick leave during the contractual day will notify the building principal.
- d. Staff members who become aware of the need to use sick leave at a time other than during the contractual day will follow the "Guidelines for Securing a Substitute Teacher" as published and distributed by the District unless sick leave is being used on a contractual day during which students are not to be in attendance and teachers are to be in attendance. In such cases, the staff member will notify his/her building principal as soon as possible. Requirements of this paragraph shall be waived by the Administration only in emergency situations.
- e. If a staff member must be absent because of illness, injury, or death of a person other than a member of his/her immediate family, a request should be made to the Superintendent or designee prior to any absence. If the request is approved, the day(s) will be deducted from sick leave.
- f. In the event of extended illness or disability, application for a non-paid leave of absence may be made by the staff member to the Board.

### 10.3 **PERSONAL LEAVE**

#### a. **Paid Personal Leave**

Up to three (3) days of paid unrestricted personal leave per contractual school year shall be granted upon written notice to the Executive Director for Personnel Services through the immediate supervisor or building principal.

Except in an unforeseen circumstance, notification should be made within a reasonable period of time in advance of the date leave is to be taken.

Personal leave may be taken in full day or in half (1/2) day increments.

The following restrictions shall apply for a personal leave request made for a Monday and/or a Friday during the months of May and June; the work day before and following a holiday; the Tuesday before Thanksgiving; the work day before and following Spring break; the Thursday before Good Friday and the Monday after Good Friday. The request for such leave shall be limited to the first five percent (5%) of the bargaining unit, and the staff member shall provide at least twenty (20) days notice for such leave. This application must be presented in person to the receptionist at the District's central office. A staff member applying for these leave days shall make application during the school year in which the leave would be taken. Each staff member shall be limited to two (2) such requests per school year. For this paragraph to continue after January 1, 2001, the Association President and Superintendent shall mutually agree to continue this paragraph for the duration of this Agreement.

Personal leave may not be taken on the first two contractual days or last day of the contractual year; during semester or final examination periods; nor the last day of a grading period.

If submitted through the employee's immediate supervisor or building principal and approved by the Executive Director, leave will be granted if the leave is for:

- (a) Moving;
- (b) Appearance in court;
- (c) Closing procedures when buying and/or selling a home;
- (d) Appearance as a witness in court;
- (e) Obtaining a degree at a university or college;
- (f) Adoption of a child;
- (g) Attendance at a graduation of a member of the family;
- (h) Internal Revenue Service Hearing;
- (i) Attendance at a wedding of a member of the family;
- (j) Adverse travel conditions which prohibit the teacher from safely reaching his or her work assignment or commercial carrier grounding or cancellations which prohibit the staff member from reaching his/her work assignment. This provision applies only to those instances where a staff member is out of town or away from his/her home and is unable to reach his/her work assignment. It does not apply to an individual who cannot reach his/her work assignment from his/her home.

Paid personal leave for religious holidays shall be approved and is not subject to the limitation of three (3) days per year.

While not accumulative as personal leave, unused unrestricted personal leave days shall automatically be converted to accumulated sick leave days for those staff members who have not used all three (3) days by the end of each contractual year. A staff member who has not used any unrestricted personal leave in the previous school year, shall have an additional two (2) bonus days of unrestricted personal leave available for use the following school year. A staff member who has used no more than one (1) day of personal leave in the previous school year, shall have an additional one (1) bonus day of unrestricted personal leave available for use the following school year. During the next school year, the bonus day(s) will be deducted before the three (3) guaranteed unrestricted personal leave days. Such bonus leave shall not be accumulative and shall not be added to sick leave.

b. **Personal Leave (Non-Paid)**

Written application for non-paid personal leave should normally be made one (1) week in advance to the Executive Director for Personnel Services with the principal's or supervisor's recommendation. The staff member will be notified within forty-eight (48) hours of approval or disapproval after the Executive Director receives the request. If applications are not approved, the staff member will have the opportunity to meet with the principal, supervisor, Executive Director and/or the Superintendent to review the request.

Normally, no more than five (5) non-paid personal leave days shall be granted during a contractual year.



c. **General Provisions**

Personal leave, both paid and non-paid, is not deductible from sick leave. The Executive Director for Personnel Services will keep an accurate report of all notifications for personal leave and any other pertinent information.

d. **Misuse of Personal Leave**

If misuse of personal leave is determined to have occurred, it shall constitute an unauthorized absence. In such instances, the staff member shall be subject to reasonable disciplinary action.

10.4 **PAID LEAVE FOR COURT APPEARANCES AND JURY DUTY**

A staff member shall be granted leave with pay for the following reasons:

- (1) Court appearance for jury selection or duty;
- (2) Court appearance as a witness;
- (3) Court appearance as a defendant (civil cases only);
- (4) Court appearances as a plaintiff where the Board is not an adverse party.

Such leave shall be granted upon written notice to the Executive Director for Personnel Services by the staff member.

In using leave for reasons cited in paragraph a. (3) and (4) above, the staff member must have exhausted personal leave days to be eligible for leave.

10.5 **PAID ASSAULT LEAVE**

a. Any staff member physically assaulted by any parent, student, or other person while in the course of performing professional duties may request a temporary special leave of absence to recuperate from the injuries sustained in the assault. If granted, this paid leave shall not be charged against sick leave or personal leave.

b. Assault leave will be granted if the following provisions are fulfilled:

- (1) The staff member must make written application for leave;
- (2) The staff member must provide a written physician's statement recommending the leave and the approximate duration of the disability;
- (3) The staff member shall, if requested, consent to an examination at Board expense by a Board-designated physician at a reasonable time and place and said physician concurs with the staff member's physician that the staff member is disabled from returning to service;
- (4) The staff member shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the staff member and/or the Board.

c. For the duration of leave, the Board shall continue to pay all fringe benefits at no cost to the staff member.

d. An Assault Leave shall be for no longer than thirty (30) contractual days.

10.6 **PAID PROFESSIONAL LEAVE (Short-Term)**

- a. The Administration may grant professional leave with pay upon application by a staff member in keeping with the following provisions:
- (1) A maximum of three (3) consecutive contractual days usually will be allowed for any leave requiring a substitute;
  - (2) There will be no time or expense limitations if attendance at a convention, seminar, or workshop is required by the school;
  - (3) It may be necessary to limit the number of leaves from the District to attend the same activity;
  - (4) Travel expenses will be reimbursed as follows:
    - (a) Automobile: at the IRS established rate per mile not to exceed a total of 1,000 miles.
    - (b) Common Carrier: (coach fare) not to exceed \$500.
  - (5) The Administration may establish a year-to-year rotation of staff members approved as applicants for workshops, seminars, and conventions which staff members attend on a regular annual basis if funds are not available to approve leaves for all who applied.
  - (6) The annual appropriations measure may be a limiting factor in the granting of professional leave.
  - (7) Except in unusual circumstances, an application must be submitted in writing to the individual's building principal at least fifteen (15) calendar days prior to the intended use of professional leave and must state the purpose for such leave. With the permission of his/her department members, a coordinator may submit the applications for professional leave for members of his/her department in keeping with the above timelines. Such applications must be signed by the individual staff member(s) requesting leave.
  - (8) Except in unusual circumstances, the Administration shall notify the applying staff member who meets the timelines stated above of approval or disapproval of the request at least ten (10) contractual days after receiving said application.
- b. Reimbursements for other expenses shall be in keeping with the following provisions:
- (1) The Board shall reimburse a staff member for lodging, meals, taxis, telephone calls, and other trip related expenses up to \$150 per day not to exceed a total of \$450 upon presentation of signed expense statements and receipts when applicable. Payments of expenses in excess of the amounts listed above must first be approved by the Superintendent or designee.
  - (2) In addition, registration fees shall be fully paid by the Board except as provided in Article XI, Section 11.12 of this Agreement. Reimbursement shall not be for organizational dues included in registration fees.
  - (3) Reimbursement for expenses other than those indicated above shall be left to the judgment of the Board Treasurer.

- c. Approval of professional leave does not necessarily indicate that all expenses will be fully reimbursed. The amount of reimbursement shall be indicated on the professional leave form and signed by the appropriate administrator. If the amount does not fully reimburse the staff member, the staff member may apply for additional funding from other sources within the District. The form shall indicate Staff Development funding sources and the appropriate administrative offices to contact.
- d. Classroom teachers using professional leave must contact the substitute teacher coordinator at least five (5) days in advance. If five (5) days notice is not given, the leave can be canceled.

10.7 **SABBATICAL LEAVE**

A staff member, upon written request to the Board, may be granted a leave of absence with part pay and full fringe benefits for up to one (1) school year in accordance with the following provisions:

- a. A staff member shall have had five (5) years of service in the District;
- b. A plan of professional improvement shall be furnished prior to Board approval. Upon return from sabbatical leave a report shall be filed by the staff member as proof that said plan was followed;
- c. The part salary shall be the difference between the staff member's regular salary for the next school year and the B.A.2 year's experience of the salary schedule. Notification of part salary shall be given to the staff member as soon as possible, but not later than July 1. Such part salary may be increased in keeping with Section 3319.12 of the Ohio Revised Code. If increased, the staff member will be notified as soon as possible after July 1;
- d. No more than five percent (5%) of the staff shall be granted sabbatical leave at one time. If more than five percent (5%) apply, those not previously granted sabbatical leave with greatest seniority (as determined under Article VII, Section 7.5 of this Agreement) will be granted such leave;
- e. Additional sabbaticals shall be made available to staff members after completion of five (5) additional continuous years of teaching experience;
- f. Upon return from leave, the staff member will resume the same contract status held prior to leave unless he/she has become eligible for and been granted a continuing contract while on leave. The staff member will return to the same assignment held prior to leave if the assignment still exists. If the assignment no longer exists, the staff member will be assigned to a position within his/her area of certification. Nothing herein shall prevent the staff member who is on such a leave to seek a transfer or to be transferred in accordance with Article IX, Section 9.5 of this Agreement;
- g. A year of sabbatical leave shall count as a year of credit for placement on the salary schedule and for seniority purposes;
- h. A staff member who does not return to duty for at least one (1) full school year after a sabbatical leave or after additional leave related to the sabbatical leave shall be required to pay back all remuneration received from the Board under the provisions of paragraph c. above. Such pay back must be made within a four (4) month period of time beginning with the first full month said staff member was to have returned to duty. Arrangements

for making the pay back during this period of time shall be made between the Board Treasurer and the affected staff member;

A staff member may complete retirement contributions and secure retirement credit for the period of the sabbatical leave within the two (2) year period immediately following the leave. Otherwise, eligibility to do so is lost.

10.8 **PROFESSIONAL ASSOCIATION LEAVE**

- a. Upon application, the Board shall grant a total of one hundred sixty-five (165) days, no more than sixty-five (65) of which may be used in any particular school year, with pay for use by the Association for its officers and representatives to attend conferences or activities. Representatives of the Association must complete an application for professional leave as far as possible in advance of the date leave is being requested and forward the application to the Executive Director for Personnel Services. A copy of the application will be given to the building principal. The Board shall pay the cost of the substitutes, but shall not pay for any other costs associated with the leave.
- b. Under provisions of this Agreement, Professional Association Leave may also be utilized for the preparation and attendance at any of the following: grievance hearings, negotiation meetings, and mediation.

10.9 **UNPAID PROFESSIONAL LEAVE**

- a. With the recommendation by the Superintendent and the approval of the Board, staff members may be granted a leave of absence without pay and without credit on the salary schedule in order to undertake additional professional training. The leave may be requested to take courses at a university or college, to enter government service, to serve in political office, to teach, or to engage in any activity that would benefit staff members in the performance of his/her duties. The Board's contribution to STRS will be paid if the staff member's request is in accordance with applicable statute and STRS regulations. The leave will not be for a period of time longer than one (1) school year.
- b. The factors listed below will be taken into account by the Superintendent in making a recommendation. Other factors also may be taken into consideration:
  - (1) The disruptive effect the leave may have upon instruction;
  - (2) The availability of a satisfactory replacement;
  - (3) Whether the person has been granted this type of leave or other types in the past;
  - (4) The length of the leave;
  - (5) The amount of time between the staff member's request and the start of the leave;
  - (6) The nature of the professional training the staff member will receive.
- c. To apply for this leave a staff member must:
  - (1) Have been employed by the Board at least three (3) full school years prior to the leave;

- (2) Submit a written request to the Executive Director for Personnel Services indicating the nature of the professional training, how the training will improve the skills of the staff member, and the beginning and ending dates of the leave; and
  - (3) Meet with the Executive Director (or designee) for the purpose of discussing the staff member's immediate and long-range career plans.
- d. Each leave will be evaluated upon its individual merit and decisions made will not necessarily constitute precedents. This leave of absence is from service with the District and not from a specific assignment.
- e. If a staff member returns from an Unpaid Professional Leave, he/she will resume the contract status held prior to leave unless he/she has become eligible for and been granted a continuing contract while on leave. The staff member will return to the same assignment held prior to leave if the assignment still exists. If the assignment no longer exists, the staff member will be assigned to a position within his/her area of certification/licensure. Nothing herein shall prevent the staff member who is on such a leave to seek a transfer or to be transferred in accordance with Article IX, Section 9.5 of this Agreement.

10.10 **UNPAID CHILD CARE LEAVE**

- a. An unpaid child care leave shall be granted to a staff member in keeping with the following provisions:
- (1) A staff member who becomes knowledgeable of the birth or anticipated birth of his/her child, or who is adopting a child, is eligible for leave.
  - (2) At the option of the eligible staff member, leave may begin:
    - (a) During pregnancy, regardless of disability;
    - (b) After any necessary use of sick leave before and/or after delivery; or
    - (c) Any date within ten (10) calendar days prior to obtaining custody of an adopted child. (In case of an adoption, this last option must be selected by the staff member.)
  - (3) By not later than March 1 before the effective date of the leave, the staff member must submit written notice of this effective date to the Executive Director for Personnel Services (unless this requirement is waived by the Executive Director). The staff member may only once alter or cancel the effective date of the leave by written notice to the Executive Director.
  - (4) Leave may be taken full-time (or part-time if mutually agreed to by the staff member and the Administration) for:
    - (a) The remainder of the contractual year, or
    - (b) An entire contractual year (if leave begins at the beginning of a contractual year.)

If option (a) is selected, the staff member may request in writing an extension of leave for the entire following contractual year. Such request must be submitted to the Executive Director for Personnel Services no later than March 1 (unless this requirement is waived by the Executive Director). The Board shall approve

one (1) such request for an extension if the staff member was on child care leave for sixty (60) or fewer contractual days during the contractual year in which the initial leave began. This extension will not be considered as an alteration to be covered under the provisions outlined above.

- b. A staff member may remain a member of all or any employee group insurance policies at the individual's expense after the effective date of leave. If the staff member is on a paid status for at least one hundred twenty (120) days of the contractual year during which leave begins, the Board will continue to pay the premiums for all or any employee insurance policies for the staff member for the remainder of that contractual year including June, July, and August.
- c. A staff member on leave shall not be eligible for fee waiver credits.

Upon returning from leave, the staff member will resume the contract status held prior to leave unless he/she has become eligible for and been granted a continuing contract while on leave. The staff member will return to the same position held prior to leave if the assignment still exists. If the assignment no longer exists, the staff member will be assigned to a position within his/her area of certification. Nothing herein shall prevent the staff member on leave to seek a transfer or to be transferred in accordance with Article IX, Section 9.5 of this Agreement.

#### 10.11 **UNPAID LEAVE FOR PERSONAL REASONS**

- a. With the recommendation of the Superintendent and the approval of the Board, staff members may be granted a leave of absence without pay and without experiential credit on the salary schedule for personal reasons (such leave will be granted, if requested by March 1 in the school year in which the unpaid child care leave is occurring, under Section 10.10 of this Article). The Board's contribution to STRS will be paid if the staff member's request is in keeping with applicable state statute and STRS regulations. The leave will not be approved for a period of time longer than one (1) school year, and in no event will more than two (2) consecutive years of leave be approved under this Article.
- b. The factors listed below will be taken into account by the Superintendent in making a recommendation. Other factors also may be taken into consideration.
  - (1) The disruptive effect the leave may have upon instructions;
  - (2) The availability of a satisfactory replacement;
  - (3) Whether the person has been granted this type of leave or other types in the past;
  - (4) The length of the leave;
  - (5) The amount of time between the staff member's request and the start of the leave;
  - (6) The reason for the leave.
- c. To apply for this leave a staff member must:
  - (1) Have been employed by the Board at least three (3) full school years prior to the leave; and

- (2) Submit a written request to the Executive Director for Personnel Services by not later than March 1 prior to the school year for which leave is requested indicating the beginning and ending dates of the leave; and
  - (3) Meet with the Superintendent or the Executive Director for the purpose of discussing the staff member's request.
- d. Each leave will be evaluated upon its individual merit and decisions made will not necessarily constitute precedents. This leave of absence is from service with the District and not from a specific assignment.
  - e. If a staff member returns from a Leave for Personal Reasons leave, he/she will resume the contract status held prior to such leave unless he/she has become eligible for and has been granted a continuing contract while on leave. The staff member will return to the same assignment held prior to leave if the assignment still exists. If the assignment no longer exists, the staff member will be assigned to a position within his/her area of certification. Nothing herein shall prevent the staff member who is on such a leave to seek a transfer or to be transferred in accordance with Article IX, Section 9.5 of this Agreement.
  - f. A staff member may remain a member of all or any group insurance plans at the individual's expense.

10.12 **MILITARY LEAVE**

Military leave will be granted to a staff member in accordance with all applicable federal and Ohio laws.

**Article XI - Salary and Employee Benefits**

11.1 **SALARY SCHEDULE**

- a. Effective January 1, 2009, the BA Minimum salary shall be \$40,451 on the current index. Effective January 1, 2010, the BA Minimum shall be \$41,644 on the current index. Effective January 1, 2011, the BA Minimum shall be \$42,893 on the current index.

- b. On said schedule, the headings are defined as:

**Non-Degree** - Staff members who do not hold a Bachelor's Degree.

**B.A.** - Staff members who hold Bachelor's Degree.

**B.A. 150/B.A. + 15** - Staff members who hold a Bachelor's Degree and have completed 150 semester hours (225 quarter hours) OR have completed 15 semester hours (23 quarter hours) after receiving a Bachelor's Degree and an initial State Certificate.

**B.A. + 30** - Staff members who hold a Bachelor's Degree and have completed 30 semester hours (45 quarter hours) after receiving the Bachelor's degree and the initial State Certificate.

**M.A.** - Staff members who hold a Master's Degree.

**M.A. + 10** - Staff members who hold a Master's Degree and have completed 10 semester hours (15 quarter hours) after receiving the Master's Degree.

**M.A. + 20** - Staff members who hold a Master's Degree and have completed 20 semester hours (30 quarter hours) after receiving the Master's Degree.

**M.A. + 30** - Staff members who hold a Master's Degree and have completed 30 semester hours (45 quarter hours) after receiving the Master's Degree.

**M.A. + 40** - Staff members who hold a Master's Degree and have completed 40 semester hours (60 quarter hours) after receiving the Master's Degree.

**Years of Experience** - As defined and recognized in Chapter 3317 of the Ohio Revised Code.

With respect to horizontal salary schedule credit for semester (quarter) hours beyond the B.A. degree and credit for semester (quarter) hours beyond the M.A. degree, credit will be given for CEU's and EOA's that are converted to semester (quarter) hours in accordance with the formula appearing in the District's Local Professional Development Committee's Activities Guidelines. In order to count toward the conversion, the CEU or EOA must be pre-approved (irrespective of whether the staff member is legally required to have an Individualized Professional Development Plan) by the Local Professional Development Committee on or after January 1, 2000.

- c. Pay for extended service supplemental contracts will be based on individual's per diem rate of pay.
- d. For any staff member newly hired as a regular employee for the 2000-01 school year or thereafter, prior years of experience as a small group instructor in the District or elsewhere shall not count as years of experience for which vertical credit is given in the initial placement of the staff member on the salary schedule; prior years of teaching, as opposed to small group instructor, service will count toward vertical salary schedule credit on the same terms as apply to teachers generally. Years of teaching or small group instructor service earned during and after the 2000-01 school year will count toward vertical salary schedule credit. This provision shall not be construed to require altering the vertical salary schedule placement of any incumbent staff member.

## 11.2 **SALARY SCHEDULE - SUMMER ACADEMY**

- a. Compensation for summer academy work shall be paid at the hourly rates appearing in Appendices D, E, and F.

After a staff member's tenth (10th) year of service in the summer academy, the staff member assigned to perform such work shall receive a payment of \$20.00 for each year of service above ten (10).

## 11.3 **SUPPLEMENTAL DUTIES**

- a. The co-curricular salary schedule shall be increased each year across-the-board by the same yearly percentage increase of the base salary on the regular salary schedule. The yearly increase in the co-curricular salary schedule shall begin with the first co-curricular activity of the school year.
- b. (1) No staff member may refuse a supplemental duty assignment when that assignment is: (1) an extension of his/her duties under a regular teaching



contract; (2) an assignment that has customarily been performed by staff members in the past; and (3) an assignment that should be performed by the staff member rather than another staff member or substitute. This requirement shall not apply when the staff member: Has conflicting District job duties; is unable to perform the assignment because of illness or medical reasons; has been involuntarily transferred or reassigned to a position for which a supplemental is required; or is an itinerant teacher who was reassigned to a position for which a supplemental was required when a supplemental involving similar levels of expertise or time had not been required for his/her previous position.

- (2) Any staff member whose coaching contract is a stipulation of his/her being employed who resigns his/her coaching position shall also be considered to have automatically resigned his/her regular teaching position during the first three (3) years of employment. The District shall have no further obligation to employ the individual as a teacher, unless the Board nonrenews the individual as a coach but not as a teacher or he/she cannot coach for medical reasons.
- (3) A staff member for whom a supplemental duty assignment is mandatory under these provisions, and who believes the supplemental assignment is not being properly compensated, may take the issue to a supplemental contract review committee, which shall be composed of two (2) persons appointed by the Superintendent and two (2) persons appointed by the Association President. All appointed members shall serve for terms of one (1) year. This committee is responsible for reviewing and resolving the matter.
- (4) Except as otherwise provided in the last sentence of this paragraph, a staff member who is requested to perform duties beyond his/her regular length of day and/or beyond his/her regular contractual year shall be offered a supplemental contract to perform such duties. The duties for which pay is to be offered and the amount to be paid for these supplemental duties shall be determined by the Board. Nothing herein except Section 11.3 a. (1) shall require a staff member to accept a supplemental contract. Where a project or activity not subject to paragraph b. Below whose implementation will involve payments to affected employees, is Board-approved, it is agreed that the Board may elect, in lieu of executing supplemental contracts with such employees, to make such payments based on documentation satisfactory to the Treasurer without the necessity of further Board action.
  - c. Any staff member who is requested to perform co-curricular duties (Board Regulation GBAFA-R ) for which a supplemental contract will be issued, will be paid according to the staff member's placement on the Co-Curricular Salary Schedule (Appendix G).
  - d. Any staff member who is requested to supervise overnight activities shall be paid through a supplemental contract an additional one hundred dollars (\$100.00) per overnight. A supplemental contract shall be issued prior to the performance of such duties.

- e. Only non-classroom teaching staff members may earn and use compensatory time. Staff members have the option of accepting or not accepting work assignments for compensatory time. Compensatory time must be used within one hundred eighty-six (186) work days of its being earned. When a work assignment is worked by the staff member, section A of the Form is to be completed. A copy of the form is to be given to the staff member and the original retained by the supervisor. The scheduling of the use of compensatory time is at the option of the staff member, but the staff member must so notify his/her immediate supervisor two (2) days in advance. If such advance notification is not given, the supervisor may deny the use of the compensatory time. Once the compensatory time is used, section B of the Form is to be completed and the form sent to the payroll department in lieu of a readmission form. Staff members must have worked a compensatory time work assignment prior to using compensatory time.

11.4 **PAYROLL DEDUCTIONS FOR PROFESSIONAL ASSOCIATIONS**

- a. The Board shall provide payroll deductions for the payment of United Teaching Profession membership dues, initiation fees and assessments (UAEA, Central Ohio NEA/OEA, OEA, and NEA), and UTP affiliated professional organization(s) dues and Educators' Political Action Committee in accordance with the following provisions:
  - (1) Staff members shall submit a written authorization for payroll deductions on a form provided by the Association to the Board Treasurer. A staff member who wishes to authorize payroll deduction for any UTP affiliate organization(s) shall do so by October 9 of the year that he/she begins payroll deductions under this Agreement. Unless revoked or changed in accordance with the procedures contained herein, an authorization will continue from year to year. If a refund is due a staff member, it shall be the responsibility of the Association to make such refunds.
  - (2) A staff member who wishes to revoke or modify his/her payroll deduction may do so only between August 15 and September 9 of any year. The Association shall process all revocations or modifications and submit them to the Board Treasurer by September 10 each year.
  - (3) By October 10 of each year, the Association will notify the Board Treasurer of the total amount of dues to be deducted for each staff member who is beginning payroll deduction under this Agreement. By September 10 each year, the Association will notify the Board Treasurer of the total amount of dues to be deducted for each staff member continuing dues deduction. Such notifications shall be in the form of a letter signed by the Association President or Association Treasurer.
  - (4) Authorized payroll deductions will be made in eight (8) equal installments beginning with the November pay and continuing each month through the following June for staff members beginning payroll deductions. Authorized payroll deductions shall be made in ten (10) installments beginning with the September pay and continuing each month through the following June for those staff members who have previously authorized payroll deductions.

- (5) If staff members end their employment or go on unpaid leaves of absence before all installments have been deducted, the unpaid balance will be deducted from their final payroll check and remitted to the Association Treasurer as provided below.
  - (6) Within fourteen (14) calendar days following the completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the Association Treasurer in check form made payable to "The Upper Arlington Education Association".
  - (7) Payment to all annuity carriers which have submitted monthly statements received by the 27th of the month shall be paid by the 30th of the month. Payments to annuity carriers submitting monthly statements after the 27th of the month will be made as soon as practicable after the statement is received by the Treasurer.
- b. The Association does indemnify the Board and the Board Treasurer against liability for all deductions made as long as they are in compliance with these provisions.
  - c. No employee organization other than the Association shall be entitled to payroll deduction of membership dues, initiation fees and assessments.

#### 11.5 **MILEAGE REIMBURSEMENT**

- a. The staff listed below shall be reimbursed at the IRS established rate per mile when required to use a personal vehicle to perform assigned professional duties within and outside the District:
  - (1) Itinerant staff members for travel between buildings during the school day; and
  - (2) Coordinators, EIS personnel, psychologists, staff members on special assignment, nurses, science consultants, and vocational staff members.
- b. In addition to these listed staff members, other staff members shall be reimbursed at the same rate when their building principal specifically assigns them to use a personal vehicle for school related duties, provided the staff member accepts the assignment. Such assignments may include, but are not limited to coaches, and/or advisors who use personal vehicles to transport students on school authorized field trips.
- c. Copies of mileage report forms shall be distributed only to those who are eligible for reimbursement. Mileage reports shall be completed quarterly.

#### 11.6 **PAY PLAN**

- a. All regular pay will be paid by direct deposit into the staff member's designated bank account in twenty-four (24) equal installments on the tenth (10th) and twenty-fifth (25th) day of each month September through August. All payroll deductions will be calculated on a twenty-four (24) pay basis and taken out in equal amounts. All supplemental pay will be paid according to the terms established within the supplemental contract and added to the regular pay installments during the period of time that the supplemental contract occurs.
- b. **General Provisions**
  - (1) During the school term, the notice of direct deposit shall be issued no later than 4:00 P.M. on the appropriate dates each month. When a pay date falls on

Saturday, Sunday, or a holiday, the notice shall be issued the last school day preceding the regular pay date. The notice shall be enclosed in an envelope and shall not be shown to others by those responsible for their distribution.

- (2) During the summer months, the notice of direct deposit shall be sent by first class mail so that normal delivery will provide that each staff member will receive his/her notice on the appropriate date each month. A staff member may waive all or part of this provision by giving notice to the Board's Treasurer that he/she will be picking up the notice at the District's Central Office.
- (3) STRS service credit may be purchased by payroll deduction.

11.7 **CURRICULUM/PROGRAM IMPLEMENTATION AND INSERVICE**

- a. Staff participation in and attendance at in-service programs which take place outside the staff member day and/or contractual year is not required. Attendance at all new staff member pre-service programs for newly employed staff members conducted prior to the beginning of their regular contractual year is required and compensation, if any, shall be determined by the Board.
- b. Notwithstanding paragraph a. above, in addition to the one hundred eighty-six (186)-day contractual year specified in Article XII, Section 12.3 of this Agreement the Board may authorize up to one (1) day, or up to two (2) half-days, for curriculum/program implementation and/or in-service on particular subjects. Attendance is voluntary and will be compensated at the daily rate (or half such rate where a half-day is involved) applicable to a staff member placed at Step 0 of the B.A. column of the salary schedule.
- c. A staff member who serves on a committee(s) created by Board policy, through Strategic Planning, or by a provision of this Agreement shall be entitled to one (1) day of pay at the daily rate that applies at BA, step 5 on the teachers' salary schedule. This provision shall also apply to those staff members designated as building technical persons, whose function is to assist colleagues with respect to computer programming, hardware, software issues, etc. For this purpose, the maximum number of building technical persons that may be designated per school is:  
  
Six (6) at Upper Arlington High School;  
Three (3) each at Jones Middle School, Hastings Middle School, and Barrington Elementary School; and  
Two (2) at each elementary school other than Barrington.
- d. Staff members who wish to do so are encouraged to design in-service programs and workshops to be conducted outside the staff member day or contractual year. Any such in-service proposal is to be presented to the appropriate teacher leader (unless the proposal is for a building-specific project, in which case it is to be presented to the building principal). The proposal must specify the number of planning and presentation hours for which the staff member seeks compensation in connection with the project. If approved, the proposal will then be submitted to the Curriculum Instruction Assessment (CIA) committee for evaluation and approval. If the project is CIA-approved and subsequently completed, the staff member will receive compensation at the daily rate that applies at BA, step 2 of the teachers' salary schedule (converted if and as necessary to an hourly rate).
- e. The Administration will make every effort to schedule MFE and/or IEP meetings within the regular staff member work year and work day. If, as a last resort, such a meeting must be scheduled on a day during the summer recess, the participants whose

attendance is required will meet at a mutually agreed upon time and receive compensation at the daily rate that applies to the salary at BA, step 5 on the teachers' salary schedule, more specifically, if the meeting does not exceed four (4) hours, the staff member will receive one-half (1/2) of this daily rate; if the meeting exceeds four (4) hours, the member will receive the full daily rate. If, as a last resort, such a mutually agreed upon meeting must be scheduled to start after 4:00 p.m. on a regular staff member work day, the participants whose attendance is required will receive one-fourth (1/4) of the daily rate that applies to the salary at BA, step 5 on the teachers' salary schedule. It is mutually understood that this Section does not apply to a staff member to the extent that a supplemental contract for that member already covers such work.

#### 11.8 **PROFESSIONAL DEVELOPMENT**

- a. Staff members may apply to the Superintendent or designee through the Association Staff Development Committee to attend Instructional Professional Development conferences. Such conferences shall be for the purpose of improving instructional skills, teaching strategies, or other areas of professional awareness.
- b. Selection will be made by the Association's Chairperson of Staff Development and the Superintendent.

The Board will pay fifty percent (50%) of the registration fee and the Association will pay fifty percent (50%) of the registration fee. The total amount allocated by the Board for the registration fee of these conferences shall not exceed three thousand dollars (\$3,000.) per school year. For purposes of this Section, a "school year" shall begin on September 1 and end the following August 31.

#### 11.9 **OSU FEE WAIVERS**

The following procedures will be used for application and distribution of the fee waivers:

- a. Each staff member must complete a written application form. This form must be received by the Central Office no later than the stated deadline.

- b. **Distribution Procedure:**

- (1) **Autumn, Winter and Spring Quarters**

Distribution Step 1 Up to three (3) hours of fee waiver credit will be given to all staff members who so request.

Distribution Step 2 Up to nine (9) six (6) in addition to Step 1) will then be given to all staff members who so request if they provide proof that they are required to be a fulltime student that quarter as a residency or internship requirement which is part of a degree or licensure program.

- (3) **Summer Quarter**

Distribution Step 1 as above.

Distribution Step 2 as above.

- (4) **Depleted Allocation**

During any distribution step in a particular quarter when the entire allocation of fee waivers for that quarter is depleted, all individuals within that category will be

placed on a preference list in accordance with the procedures below. Fee waivers will be allocated by taking the total number received by the District at the beginning of each school year and dividing them by 1/4 to be allotted to fall, winter, spring, summer quarters. If any unused fee waivers for a given quarter remain, they will be allocated for the following quarter.

c. **Preference List:**

1st Preference Any staff member who needs college courses to renew a certificate/license which is required to retain current position.

2nd Preference Any staff member:

- (1) Working on an established program within the graduate school leading to a degree;
- (2) Working to obtain any additional certification;
- (3) On suspended contract status; or,
- (4) Who has taken a course within the last four (4) quarters.

3rd Preference Any staff member who is a member of the Association at the time of application.

4th Preference Any staff member who did not qualify for the first three categories.

d. **General Provisions**

- (1) Administrators and school psychologists may use fee waivers in the same manner as the teaching staff.
- (2) Unused fee waivers must be returned no later than the third (3rd) week of the quarter (or term). The Executive Director for Personnel Services must be notified of any dropped course if the drop is completed by the third (3rd) week of the quarter (or term). Failure to comply with either of the above two procedures may result in the withdrawal of rights to participate in the fee waiver system for four (4) quarters.
- (3) Within any preference category, priority will be given on the following basis:
  - (a) Those staff members who have participated or are willing to participate in approved OSU office of Student Field Experience programs.
  - (b) Continuous years of employment (including leaves of absence or RIF status).
  - (c) UAEA membership at the time of application.
  - (d) After the above methods have been exhausted, a draw will be utilized.

11.10 **SEVERANCE PAY**

- a. Upon retirement, staff members shall be entitled to receive remuneration for unused sick leave in accordance with the following provisions:

- (1) The amount to be paid shall be determined by multiplying the number of days' credit by the daily rate of pay. Payment will be made by not later than the last regularly scheduled pay day in January following the calendar year in which eligibility for severance pay is established.
- (2) Except as otherwise specified in paragraph (3) below, the daily rate of pay shall be the employee's annual base salary rate as determined by placement on the Teachers' Salary Schedule at the time of retirement divided by the number of days in the employee's regular contractual year. If the employee is on an approved, unpaid leave at the time of retirement, "placement on the Teacher's Salary Schedule" means placement at the salary that would have been in effect at the time of retirement if the employee were on active paid status.
- (3) If, within the ten (10) school years immediately preceding retirement, a full-time staff member's status changes to part-time, or vice versa, the member's daily rate for severance pay purposes will be adjusted to reflect the proportionate time within the 10-year period on full-time and part-time status. Example: Within the 10-year period the employee worked eight (8) full-time years and two (2) half-time years; the employee's daily rate would equal .9 of the rate that would have applied had the employee been employed full-time throughout all of the 10-year period.
- (4) Supplemental contracts, summer school teaching and extended duty contracts shall not be included in the annual salary rate.

b. The number of days of credit shall be the lesser of the following:

- (1) One-fourth (1/4) of the number of accumulated days of unused sick leave; or
- (2) sixty-three (63) days.

c. Severance pay will be paid only to those staff members who are retiring from active teaching service by utilizing either regular, early, or disability retirement provisions of any Ohio retirement system and whose retirement status has been confirmed (by a copy of a retirement pay stub or other documentation reasonably satisfactory to the Board's Treasurer) by the retirement system. Staff members who are on leave are not eligible for severance pay until their resignation has been accepted by the Board and provided they meet the requirements set forth above.

#### **11.11 TUITION REIMBURSEMENT/CREDENTIAL RENEWAL FEES**

- a. The Board will allocate, in equal quarterly installments, the sum of eighty-five thousand dollars (\$85,000) for school year 2009-10 from its general fund budget for tuition reimbursement; this sum will be adjusted to ninety thousand dollars (\$90,000) effective with the 2010-11 school year, and to ninety-five thousand dollars (\$95,000) effective with the 2011-12 school year. This program will be administered by the Association.
- b. The Board will allocate the sum of twelve thousand dollars (\$12,000) per calendar year for the reimbursement of staff members for their professional credential renewal fees. This program will be administered by the Association.

#### **11.12 BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO STRS**

- a. For purposes of this Section, total annual salary per pay period for each staff member shall be the salary otherwise payable under this agreement and their contracts. The total annual salary and salary per pay period of each staff member shall be payable by the

Board in two parts: (1) Deferred salary and (2) cash salary. A staff member's deferred salary shall be equal to that percentage of said staff member's total annual salary or salary per pay period which is required from time to time by State Teachers Retirement System ("STRS") to be paid as an employee contribution by said staff member and shall be paid by the Board to STRS on behalf of said staff member as a "pickup" of the STRS employee contribution otherwise payable by said staff member. A staff member's cash salary shall be equal to said staff member's total annual salary or salary per pay period less the amount of the pickup for said staff member and shall be payable, subject to the applicable payroll deductions, to said staff member. The Board's total combined expenditures for staff members' total annual salaries otherwise payable under their contracts and applicable Board policies (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this section not been in effect.

- b. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as a staff member's gross income said staff member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- c. The pickup shall be included in the staff member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or any other similar purpose.
- d. Board pickup shall terminate immediately if any provision thereof is determined to be contrary to law or if employer pickup should no longer be authorized by the Internal Revenue Service, Ohio Attorney General, or the State Teachers Retirement System.

11.13 **HEALTH INSURANCE**

- a. The Board will continue to provide a High Deductible Health Savings Account (HSA) insurance plan for eligible staff members. The deductible amount will be \$1,150 per year for single coverage and \$2,300 per year for family coverage or the minimum required by IRS regulations for HSA plans, whichever is greater.

The Board will contribute to each participating member's HSA account, an amount equal to seventy-five percent (75%) of the annual deductible amount applicable to that member's insurance plan (single or family). Members may make additional contributions consistent with IRS regulations, by payroll deduction. Board contributions to HSA accounts will be made in January of each year. Employees who leave the insurance plan for any reason during the following twelve-month period will reimburse the Board at the rate of one-twelfth of the Board-paid contribution for each month that the employee is no longer in the plan. Employees hired after January 1 shall receive a pro-rated Board contribution based on the number of months in District employment during the initial year.

If, consistent with applicable law, a staff member does not participate in the HSA plan, the Board will contribute to the employee a dollar amount equal to what would have been contributed to the HSA contribution for the purpose of permitting the employee to contribute such amount to a Flexible Savings Account. It is understood that the Board's



contribution under this provision cannot be with pre-tax dollars and will constitute taxable income to the employee.

- b. The Board shall pay 100% of the monthly premiums for the single plan and 95% for the family plan for full-time staff members. If, after December 31, 2008, the Board's contribution exceeds \$979.26 for family (\$377.34 for single) coverage, the employee and Board will each be responsible for one half (1/2) of the excess; if, after December 31, 2009, the Board's contribution exceeds \$1,116.34 for family (\$430.17 for single) coverage, the employee and Board will each be responsible for one-half (1/2) of the excess; if, after December 31, 2010, the Board's contribution exceeds \$1,261.46 for family (\$486.09 for single) coverage, the employee and Board will each be responsible for one half (1/2) of the excess. The Board will continue an Internal Revenue Code Section 125 plan under which the employee's insurance contributions, non-reimbursable medical expenses and child care expense allocations are covered consistent with applicable legal requirements.
- c. If a legally married and not separated couple is employed by the Board, only one (1) staff member may enroll in the insurance program. The Board shall pay one-hundred percent (100%) of the monthly premium for such coverage. The normal funding of the HSA will apply. If a legally married couple is employed by the Board and the couple has no dependents, each spouse may request single health coverage (under the guidelines described in paragraph b. above) in lieu of family coverage. If the legally married couple employed by the Board elects to use this option, neither spouse may elect family coverage.
- d. The Board shall pay a proportionate share of a staff member's health insurance for staff members employed on at least a .4 part-time basis. The proportionate share shall be equal to the percent of a full-time contract the staff member fills multiplied by the dollar amount in paragraph b. If such a staff member's contract of employment is later involuntary reduced by the Board or Administration to less than .4, the employee will not thereby lose the right to participate in insurance benefits under this Section by paying a proportionate share.
- e. The Board shall have the final responsibility and authority to select and contract with an insurer(s), carrier(s), and/or plan administrator(s) to provide health insurance coverage.
- f. A committee of six (6) members, consisting of two (2) members appointed by the Superintendent, two (2) members appointed by the Association President, and two (2) members appointed by the OAPSE President, will meet at least semi-annually to review insurance data information, monitor rates, and to make recommendations for insurance carriers.

#### 11.14 **DENTAL AND VISION INSURANCE**

- a. The Board shall pay one hundred percent (100%) of the cost of group dental insurance for full-time staff members. The coverage of the dental insurance program shall be the same as currently provided. Where a deductible is applicable, the amount paid by the staff member shall be \$75 per individual and \$150 per family with an 80/20 insurance provision on essential and complex services for the first \$2,500 annually. The Board shall also pay one hundred percent (100%) of the cost of the current group vision insurance for full-time staff members.
- b. If a legally married and un-separated couple is employed by the Board, only one (1) staff member may enroll in the dental and/or vision insurance program.

- c. The Board shall pay a proportionate share of a staff member's dental and/or vision insurance for staff members employed after January 1, 1982 on at least a .4 part-time basis. The proportionate share shall be equal to the percent of a full-time contract the staff member fills. Staff members employed as of January 1, 1982 will continue to have their total dental premiums paid by the Board. If such a staff member's contract of employment is later involuntary reduced by the Board or Administration to less than .4, the employee will not thereby lose the right to participate in insurance benefits under this Section by paying a proportionate share.
- d. The Board shall have the final responsibility and authority to select and contract with an insurer(s), carriers(s), and/or plan administrator(s) to provide the dental insurance coverage.
- e. The orthodontia benefit in the plan shall provide for sixty percent (60%) reimbursement of covered expenses up to a lifetime maximum of \$2,000.00 for each individual covered by the plan.

**11.15 GROUP LIFE INSURANCE**

The Board shall pay 100% of the monthly premiums of a group life insurance policy for each full-time staff member and each staff member employed on at least a .4 part-time basis. If such a staff member's contract of employment is later involuntary reduced by the Board or Administration to less than .4, the employee will not thereby lose the right to participate in insurance benefits under this Section. It is mutually understood that a staff member employed on less than a .4 part-time basis prior to January 1, 2006, who participated in insurance benefits under this Section will continue to be eligible to receive such benefits on the same basis for so long as such employee is continuously employed by the Board. The dollar face value of the policy shall be fifty thousand dollars (\$50,000). Such policy shall provide for an equal amount of accidental death and dismemberment coverage. If permitted by the insurer, the employee may purchase at the group rate up to an additional fifty thousand dollars (\$50,000) in such coverages. The policy will also provide a conversion clause to allow the individual at the time his/her employment ends with the Board to convert his/her coverage to an individual policy without requiring a physical examination.

**11.16 RETIREMENT OR SEPARATION INCENTIVE**

**a. QUALIFICATIONS**

To be eligible to participate in the Plan, a bargaining unit member:

- (1) Shall be at experience step seventeen (1) or higher on the salary schedule (for the purposes of this eligibility requirement any bargaining unit member who was an hourly employee except for occupational and physical therapists, prior to the start of the 2000-01 school year shall be allowed to count all of the experience the staff member attained while being employed by the District in addition to any other experience the staff member was granted at the time of hire);
- (2) Shall have been employed in the District for eight (8) continuous years prior to the application;
- (3) Shall have by the end of the bargaining unit member's contracted year, no more than 30.999 years of service credit as credited by STRS; and
- (4) Shall provide certification of service credit by STRS at the time of application;

(5) Shall resign effective at the end of the bargaining unit member's contractual year and submit the resignation to be approved at the February Board meeting.

b. **APPLICATION**

Bargaining unit members shall submit applications between January 15 and February 1. Included with the application will be a copy of the most recent notice to the bargaining unit member from STRS specifying total service credit and a resignation to be accepted by the Board at its February meeting contingent upon acceptance of the applying bargaining unit member by the Board into this retirement Plan.

c. **PAYMENT**

Payment shall be in the amount of 60% of the final base salary of the bargaining unit member. If the employee is on an approved, unpaid leave at the time of resignation, "final base salary" means the salary that would have been in effect at the time of resignation if the employee were on active paid status. Payment will be made no later than September 25 and payment may be made into an annuity in keeping with applicable IRS regulations.

d. **RESTRICTIONS**

A bargaining unit member may receive this benefit only once and may not receive the benefit while on an STRS disability retirement leave of absence. Each calendar year the Board shall appropriate adequate funds to implement the Plan for a minimum of ten percent (10%) of bargaining unit members. Applications will be processed in the order of District seniority until the ten percent (10%) limit has been reached, provided that any bargaining unit member who would lose eligibility under paragraph a. (3) above shall be given first preference. The Board may elect to fund more than ten percent (10%) bargaining unit members in any year.

e. **EMPLOYEES ON LEAVE**

A bargaining unit employee on an approved leave is eligible to participate in the Plan if all eligibility requirements under this Section are satisfied within twenty-four (24) months after the effective date of the leave. In such a case, the employee is responsible for satisfying all application requirements under this Section.

**Article XII - Teaching (Working) Conditions**

12.1 **SCHOOL CALENDAR**

a. In November of each year a school calendar committee shall be appointed consisting of no more than twelve (12) members. By November 15 the Superintendent shall appoint up to nine (9) members, of whom at least six (6) shall be parents from within the District, and the Association President shall appoint three (3) members. Parental appointees will include not fewer than two (2) persons with children at the elementary level, two (2) persons with children at the middle school level, and two (2) persons with children at the high school level. The committee shall study and make recommendations regarding the school calendar. In preparing the calendar recommendation, the committee shall provide an opportunity for members of the classified staff, parents and students to offer suggestions before recommending a calendar to the Superintendent. All decisions of the committee shall be arrived at by consensus. On or before January 31 the calendar

committee shall submit its recommendations to the Superintendent. The committee may recommend calendars for more than one year. In that event, the committee need not meet in the years covered by the multiyear calendar.

- b. Any school calendar shall include no more than one hundred eighty-six (186) days. The final authority to set or amend the school calendar legally is the responsibility of the Board which may shorten the calendar if school(s) are closed for weather, calamity, energy conservation, or for other reasons in keeping with any applicable law.
- c. The school calendar also shall provide for the following days as non-school days during which neither professional staff nor students are in attendance:

- Labor Day
- Central OEA/NEA Day (except the calendar committee has discretion to recommend that this day be an instructional day in a particular school year)
- Thanksgiving Day
- The Friday after Thanksgiving
- At least the last weekday\* preceding Christmas Day
- Christmas Day
- New Year's Day
- January 2, unless New Year's Day falls on a Friday or Saturday
- Martin Luther King Day
- The Friday before President's Day (except the calendar committee has discretion to recommend that this day be an instructional day in a particular school year)
- President's Day
- Good Friday
- Memorial Day

It is mutually understood and agreed that, if a student transitional day is scheduled in a particular school, it will occur within the student instructional year and must be approved by the Administration and Association.

- d. (1) On Convocation Day all classroom teachers shall be scheduled time to prepare classrooms beginning immediately after the time period allocated for lunch and continuing through the remainder of the contractual day.
- (2) In addition, the Board will compensate each half-time kindergarten teacher and each elementary classroom teacher regularly scheduled more than half-time for no more than a total of two (2) days (or four [4] half-days) to prepare the teacher's classroom for students prior to the beginning of the contractual year and no more than a total of one (1) day (or two [2] half-days) to close down classrooms after the end of the contractual year. An elementary teacher regularly scheduled half-time or less will be compensated for no more than a total of one (1) day (or two [2] half-days) for such purpose.

Participation by the teacher is voluntary and will be paid at the daily rate (or half such rate where a half-day is involved) applicable to a teacher placed at Step 0 of the B.A. column of the salary schedule. These days may be scheduled at the discretion of the teacher, but in no event earlier than five (5) weekdays<sup>1</sup> prior to the teacher's first regularly scheduled work day except by mutual agreement with the building administrator, or five (5) weekdays<sup>1</sup> after the teacher's last regularly

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<sup>1</sup> A weekday shall be a Monday, Tuesday, Wednesday, Thursday or Friday

scheduled workday. A teacher who voluntarily participates in such days is required to certify the days (or half-days) worked on the appropriate form.

- (3) In addition, the Board will compensate each middle and high school teacher for no more than a total of one (1) day (or two [2] half-days) to plan, prepare school programs, set up classrooms prior to the beginning of the contractual year or close down classrooms after the end of the contractual year. Participation by the teacher is voluntary and will be paid at the daily rate (or half such rate where a half-day is involved) applicable to a teacher placed at Step 0 of the B.A. column of the salary schedule. This day may be scheduled at the discretion of the teacher, but in no event earlier than five (5) weekdays<sup>1</sup> prior to the teacher's first regularly scheduled workday for set-up of classrooms except by mutual agreement with the building administrator, or five (5) days after the school year ends for closing down classrooms. A teacher who voluntarily participates in such day is required to certify the day (or half-days) worked on the appropriate form.

In no event will an itinerant teacher whose regular schedule includes both elementary and middle or high school duties be entitled to more than three (3) days, or up to six (6) half days, by operation of paragraphs (2) and (3) above.

- e. It is mutually agreed that, in connection with employee training/professional development or other aspects of implementing the District's Strategic Plan, if the Administration elects to schedule a delayed student start or early student release on a particular instructional day, the delayed start or early release will apply across the District from K-12.

## 12.2 **LENGTH OF CONTRACTUAL YEAR**

The length of the staff member's regular contractual year shall be no more than one-hundred eighty-six (186) days.

The contractual year shall include four (4) days to be used by staff members for the purpose of grading. The grading days shall be scheduled at the end of each nine (9) week grading period.

The contractual year shall include two (2) in-service days. The first in-service day shall be Convocation Day and the scheduling of the second in-service day shall be recommended by the school calendar committee established under Section 12.1 of this Article with the understanding that it will occur prior to the Winter Break and in conjunction with a delayed student start or early student release day implemented under paragraph e. of Section 12.1. If no such delayed student start or early student release day is implemented under paragraph e, the second in-service day will be scheduled prior to Winter Break, but not on a Friday.

During grading days and in-service time students shall not be in attendance.

## 12.3 **THE STAFF MEMBER SCHOOL DAY SCHEDULE**

- a. The school schedule for all full-time staff members shall be eight (8) hours. Included within this schedule will be time for professional meetings, including but not limited to the following categories:
  - (1) administrative building meetings;
  - (2) meetings with students to discuss progress, projects, or complete make-up work;
  - (3) parent/teacher conferences and conferences related to intervention services;

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<sup>1</sup> A weekday shall be a Monday, Tuesday, Wednesday, Thursday or Friday

- (4) collaborative meetings, grade/subject-level meetings, and District and building-level committee meetings;
- (5) meetings for in-service activities.

b. Each Building Planning and Development Team will plan professional meeting activities for the next nine-weeks period and distribute a calendar of such activities at least three (3) weeks prior to the start of such period. It is recognized that this calendar may need to be coordinated with other buildings, the Intervention Services Department, and/or other District administrators. Necessary changes in the calendar should be submitted to the Team in advance, if possible. No more than one-fifth (1/5) of the time for professional meetings within each nine-weeks period will be scheduled for administrative building meetings (Category [1] above) and no more than one-fifth (1/5) of such time will be scheduled for meetings with students to discuss progress, projects, or complete make-up work (Category [2] above). In addition to the above, elementary staff members shall have at least one-fifth (1/5) of the professional meeting time to be used for planning time. (See Article XII, Section 12.7 of this Agreement.) Supervisory responsibilities will not be assigned to staff members during professional meeting time except by mutual agreement.

c. The daily schedule will be as follows:

	<b>Teachers Start</b>	<b>Students Start</b>	<b>Students End</b>	<b>Teachers End</b>	<b>Professional Meeting Time</b>
<b>Elementary</b>	8:00 a.m.	8:15 a.m.	2:50 p.m.	4:00 p.m.	60 minutes
<b>Regular Middle School</b>	8:00 a.m.	8:10 a.m.	3:20 p.m.	4:00 p.m.	35 minutes
<b>High School</b>	8:00 a.m.	8:05 a.m.	3:05 p.m.	4:00 p.m.	50 minutes

d. Unless otherwise mutually agreed, a full-time itinerant staff member will have professional meeting time of not less than thirty-five (35) minutes scheduled at the end of his/her day.

e. Each school year every staff member shall attend one (1) Parent Information Open House of up to two (2) hours duration. Open Houses may exceed this number and duration, but in such event staff member attendance is voluntary.

f. In addition to attending the Parent Information Open House, the Administration may require staff members to attend one (1) evening meeting during the school year. This additional meeting shall be scheduled with at least five (5) day's notice. The duration of such meeting shall be up to two (2) hours. Staff members are not expected to volunteer beyond the required meetings. Teacher Leaders, Elementary Instructional Specialists and Counselors shall be excluded from this provision. This provision shall not apply to District requirements that relate to probationary staff members.

g. Each full-time elementary staff member may be required to participate in not more than two (2) evening parent/teacher conference sessions during the conference window

following the first grading period of the school year. The duration of each session will not exceed three and one-half (3-1/2) hours, with the schedule within this period to be determined by the staff member. Parent/teacher conferences are scheduled by each staff member individually within the conference window. One (1) day of compensatory time will be granted to the staff members for these two (2) evening sessions. With respect to part-time elementary staff members, these provisions shall apply on a prorated basis.

- h. Each full-time high school and middle school staff member may be required to participate in not more than two (2) evening parent/teacher conference sessions during the school year, one (1) session to be scheduled in the fall and/or one (1) in the spring. The duration of each session will not exceed three and one-half (3-1/2) hours, with the schedule within this period to be determined by the staff member. One-half (1/2) day of compensatory time will be granted to the staff members for each such evening session; half-days of compensatory time may be aggregated to one (1) full day. The date(s) for compensatory time shall be determined by mutual agreement of the Association President and the Superintendent. With respect to part-time high school and middle school staff members, these provisions shall apply on a prorated basis.
- i. If the length of the school days needs to be extended for staff members, by mutual agreement between the Association President and Superintendent, compensatory time could be granted within the school year.
- j. Part-time employees will have their Professional Meeting Time prorated based upon their contract percent (see Article IX, Section 9.2 of this Agreement for an example). Scheduling of this time will be determined with the mutual consent of the building supervisor.

#### 12.4 **SCHEDULING CHANGE**

The Board and the Association agree to follow this procedure in the event of an administrative proposal to change the School Day Schedule in any building at the elementary, middle school or high school level which, within that building, would result in a deviation from any provision(s) of this Agreement.

The procedure below shall apply to all bargaining unit members that regularly work to any degree in a building where the proposed schedule change is to be considered.

- a. Each bargaining unit member shall receive, in writing, the complete schedule change at least three (3) weeks before a vote is to occur.
- b. The Association shall conduct all voting.
- c. The voting outcome below shall occur before a proposed schedule change is implemented:
  - (1) The proposal shall receive at least 66% of the votes cast, in support of the proposal. This vote shall be a building-wide vote consisting of all bargaining unit members that regularly work to any degree in the building.
  - (2) The proposal shall also receive at least 51% of the votes cast, within each grouping in the building. The Association and Administration shall determine each grouping, consisting of one (1) or more departments and in no event less than 10% of the eligible voters.

- d. In the event that at least 51% of the votes cast, within each grouping, do not favor the proposed schedule change, a second building-wide vote shall be held. Before the change is implemented, at least 75% of the votes cast shall be in support of the proposal.
- e. A building that has met the above criteria to change their building schedule shall re-evaluate/validate their decision no later than at the end of the third full year of implementation. If at least 66% of the votes cast support the proposal, the schedule shall continue. This vote shall be a building-wide vote, consisting of all bargaining unit members that regularly work to any degree in the building. If at least 66% of the votes cast does not support the schedule, then at the start of the next school year any deviation from any provision(s) of this Agreement will end.

12.5 **CLASS SIZE**

In the spring of each school year, building administrators shall provide staff an opportunity for input in scheduling students for the next school year. Special attention shall be given to heterogeneous groupings and appropriate clustering and equity of distribution of students.

The following class size guidelines shall be utilized for educational planning purposes:

a. **Elementary Schools**

- (1) The pupil/staff member building ratio will be calculated by dividing the building student population in grades 1 through 5 by the number of classroom staff members not including Special Education staff members. Art, music, physical education staff members, and nurses are also not included in the calculation unless they are assigned regular classroom teaching responsibilities on a part or fulltime basis.
- (2) The pupil/staff member ratio in each building should be less than 26 to 1.
- (3) A pupil/staff member ratio of less than 26 to 1 should also be used in organizing kindergarten classes.
- (4) Art, music and physical education classes should average no more than seven (7) classes per day.

b. **Middle and High Schools**

- (1) A range of 23 to 27 students per classroom. There may be some subject areas where it may be educationally sound to provide smaller class sizes. However, if class enrollment is less than 23 students, consideration may be given to canceling the classes.
- (2) Space, safety and work stations may be considered as acceptable reasons for consideration of smaller class sizes.

It is recommended that Special Education and Adjusted class sizes be in the range of 12 to 15 students.

It is recommended that a newly-hired staff member, who is assigned to the High School, with no prior teaching experience not be assigned to Beginning Level Math, Novice Level Global Language, or Adjusted classes during his/her first year of District service.



c. **Students with Intervention Plans (e.g., IEP's, 504 Plans, PEP's). The responsibilities of teachers and the Board with respect to students with intervention plans include, but are not necessarily limited to:**

(1) **Teacher Responsibility**

- (a) The teacher will plan and implement a program of instruction that meets the needs, interests and abilities of assigned students and subjects.
- (b) The teacher will instruct assigned students and evaluate specific student needs.
- (c) The teacher will create a classroom environment conducive to learning and appropriate to the maturity and interests of all students.

(2) **Board Responsibility**

- (a) Students with special needs at the time of admission or at points of significant changes in their educational program will have a scheduled teacher planning meeting that may result in an intervention plan.
- (b) The Board will provide trained personnel to perform any specific medical or other support service which may be required on behalf of any student by that student's intervention plan.
- (c) The Board will provide in-service training for all teachers who are affected.
- (d) It is mutually recognized that the admission of a student with specific, exceptional needs may make an adjustment in class size or other adjustments in workload appropriate. Consideration will be given case-by-case, taking into account, among other factors that may be implicated, the number and nature of the student's exceptional needs, the impact upon the classroom teacher's duties and responsibilities, the size of the class to begin with, the time of year at which the admission occurs, and the available resources of the District at the time. After such consideration if the number of students with intervention plans results in a reduction in class size, it is recognized that an increase in the size of other classes beyond the guidelines appearing in this Section may result. Where a collaborative class (a class in which an intervention specialist collaborates with the teacher in the classroom) is involved, consideration will be given to adjusting the class size to three (3) students less than the size of a non-collaborative class as a general guideline; it is also recognized that adherence to this principle may result in an increase in the size of non-collaborative classes beyond the guidelines appearing in this Section.

(3) **Resolution of Disputes**

If a dispute arises under these provisions, the affected staff member shall initially take the matter to the building principal and Director of Intervention Services. In processing the case, the relevant IEP or Intervention Assistance Team may need to be convened. If the case is not resolved to the satisfaction of the affected staff member at this level, the matter shall be referred to the District's Special Needs Review Team, which shall be composed of two (2) persons appointed by the Superintendent and two (2) persons appointed by the Association President. All

appointed members shall be knowledgeable about special education issues and programs and shall serve for terms of one (1) year. This Team is responsible for reviewing and resolving the matter.

(4) **Middle and High School Scheduling of Special Needs Students**

The Board may require two (2) additional work days in a given school year for middle and high school guidance counselors for the purpose of scheduling special needs students for the next school year. Such days will be compensated at the counselor's regular rate and will be scheduled by mutual agreement of the counselor and the building principal; in all cases such work shall be performed prior to the start of the school year.

d. **General Provisions**

Available resources and other circumstances may be such that these guidelines cannot be followed. In those instances the affected staff member(s) may offer constructive suggestions to the building principal for possible remedies. At the elementary level, the affected staff member(s) will be afforded his/her choice of supervisory duties available at the particular time relevant to that member. At the middle school and high school levels, if the average class size over the course of the school day exceeds the guidelines, the affected staff member(s) will be afforded his/her choice of supervisory duties available at the particular time relevant to that member. At any level, if more than one (1) staff member is affected, the member with greater seniority will make the first choice. It is mutually recognized that class functions to which class size guidelines do not apply (such as band and choir) do not come into play in the application of these provisions.

12.6 **CLASS LOAD**

The following class load provision shall be followed:

- a. A minimum of one hundred (100) minutes per week per Kindergarten class, two hundred (200) minutes per week in grades 1 and 2, two hundred ten (210) minutes per week for grade 3, and two hundred forty (240) minutes per week for grades 4 and 5 shall be allocated for planned instruction in art, music, and physical education.

- (1) Combination classes comprised of students in more than one grade level will receive the greater number of minutes set forth above for the grade level involved.
- (2) To meet scheduling needs, up to five (5) minutes may be added or reduced from the respective weekly time allotment.

b. **Middle School**

- (1) Each middle school staff member normally will be assigned three (3) class preparations each semester and will be provided with one (1) conference/planning period and one (1) team planning period each contractual day.
- (2) Each house staff member may be responsible for the supervision of students during Flexible Education Experience (FLEX) period.
- (3) If it becomes necessary for a middle school staff member to be assigned more than three (3) class preparations per semester, that staff member will not be

assigned an advising group or with his/her concurrence other scheduling arrangements will be made to compensate the staff member.

c. **High School**

- (1) Generally a high school staff member shall be assigned no more than two (2) class preparations in one semester or five (5) instructional periods per day, unless the staff member requests more class preparations or instructional periods.
- (2) If, in developing the master schedule of classes, it becomes necessary for a high school staff member to be assigned more than two (2) class preparations in a semester, that staff member will be offered compensation through one or the following means: (1) one or more additional conference/planning periods per week; (2) choice of sixth assignment; or (3) some other adjustment in assignment. Factors that will be given consideration in the effort to provide compensation shall include total number of, familiarity with, and the complexity of class preparations.

If it becomes necessary for a high school staff member to be assigned more than five (5) instructional periods per day in any one semester, the staff member will be given compensation with his/her concurrence with some other adjustment in assignment.

12.7 **PLANNING TIME**

- a. Each high school and middle school staff member will have a minimum of one (1) period per day for planning time during which no other duties will be assigned except as provided below; however, if scheduling one (1) period per day will result in the reduction of course offerings or the need to hire additional staff, the affected staff member(s) will have a minimum of five (5) periods per week. The continuous and uninterrupted length of time of each planning period shall be equal in time to a normal instructional class period during the regular school day. These planning periods will be provided during the regular student day exclusive of time allocated for lunch and for travel. Planning time for a part-time teacher whose contract under Article IX, Section 9.2 of this Agreement is less than .25 of a full-time contract will be prorated. This time will be the teachers' planning time during which no other duties will be assigned.
- b. Each elementary staff member will have a minimum of two hundred (200) minutes per week for planning time during which no other duties will be assigned except as provided below. Within this minimum of two hundred (200) minutes, each elementary staff member will have a weekly average of at least five (5) periods per week of thirty (30) continuous and uninterrupted minutes for planning time. These planning periods will be provided during the regular student day exclusive of time allocated for lunch and for travel. In addition to the planning time above, at least 1/5 of the professional meeting time identified in Section 12.3 of this Agreement shall be planning time. Planning time for a part-time teacher whose contract under Article IX, Section 9.2 of this Agreement is less than .25 of a full-time contract will be prorated. This time will be the teachers' planning time during which no other duties will be assigned.
- c. The only exception to the above provisions is when in the judgment of the principal there is no reasonable alternative except to use a staff member's planning period for a conference or other non-supervisory duties. If more than fifty percent (50%) of the staff member's regularly scheduled planning period, or lunch period, for a particular work day is devoted to such a conference or other non-supervisory duties, the staff member, within the next twenty (20) work days, will be granted compensatory time (taken from scheduled

professional meeting time) equal to the scheduled period. The principal (or designee) will maintain appropriate records for all such compensatory time.

- d. Nothing herein will limit the right of a staff member to voluntarily use his/her planning time to perform other duties.
- e. The design, assessment, and implementation of non-instructional duties will be done annually at the building level with collaboration between the Administration and affected staff members.

#### 12.8 **CLOSED SCHOOL DAYS**

When it becomes necessary to close all schools due to inclement weather or situations which are potentially hazardous to the health of students or staff, staff members shall not be required to report for duty.

If other unusual or emergency situations arise which cause the temporary closing of a building(s) the Administration may require the staff to render appropriate professional duties in another selected location(s) provided this location(s) is in another school(s) or has been approved by the Board.

#### 12.9 **PUBLIC COMPLAINT PROCEDURE**

- a. The Board and Administration shall have the authority and responsibility for establishing a public complaint procedure. The procedure shall afford staff members the opportunity to respond to any complaints which are not resolved informally and which are to become part of their employment records and/or the basis for disciplinary action. At the staff member's written request, a conference shall be held with the staff member, his/her principal or immediate supervisor and a representative of his/her choice. The procedure will provide for appeals to the Superintendent (or designee) and the Board and for a written disposition and summary at each level. Anonymous or confidential complaints shall not be processed through this procedure or used as a part of any disciplinary procedure with a staff member.
- b. At anytime the administrator determines to include the information concerning the complaint in the staff member's personnel file, the staff member may request the Executive Director for Personnel Services to conduct an investigation in accordance with Article IX, Section 9.5 of this Agreement. If the complaint becomes a basis for any disciplinary action, the procedures set forth in Article VIII shall be applicable.

#### 12.10 **TRAVELING STAFF MEMBERS**

- a. Each staff member who is assigned to two (2) or more buildings during a contractual day will be assigned non-instructional duties in only one (1) building and will be provided and scheduled no less than twenty (20) minutes for travel for each trip. This twenty (20) minutes shall be in addition to conference/planning time and time provided for lunch.
- b. This time limit will be extended by the mutual consent of the building principals involved if a traveling staff member is having difficulty traveling between destinations within the twenty (20) minutes.
- c. The scheduling of non-instructional duties for traveling staff members will be done with input from the traveling teachers. It is understood that a traveling staff member should have no more than six (6) instructional classes per day.

#### 12.11 **FACILITIES FOR PROFESSIONAL STAFF**

- a. The following building facilities will be provided in each building for members of the staff:
  - (1) A separate dining room not available to students (this may be a faculty lounge as mentioned in [3] below).
  - (2) Separate (men and women) restroom/lavatory facilities not available to students.
  - (3) One faculty room containing lounge furniture and a telephone shall be provided in each building
  - (4) Staff members may use the school's telephone barring long distance telephone calls except in the case of an emergency or for school purposes.
- b. Each Building Planning and Development Team shall determine whether existing parking facilities are adequate for staff members regularly assigned to work in that building. If parking is identified as a problem, the Team shall include staff parking as a specific item on its list of capital improvement recommendations submitted to the District Planning and Development Council and rank the item in terms of priority in relation to all other items on the list.
- c. For each staff member who is handicapped or otherwise infirm or who is an itinerant staff member, a reserved off-street parking space will be provided for his/her use at each respective building(s). Each respective building principal shall inform each of the staff members of the specific location of the individual's reserved parking space on the first day of the contractual year.

#### 12.12 **STAFF MEMBER SUBSTITUTES**

- a. A staff member shall notify the Administration of a need to secure a substitute by calling a school system taped telephone prior to taking leave stating his/her name, building(s), subject area or grade level, and date of absence(s). Readmission forms, if applicable, will be filled out on return from the absence.
- b. A form shall be developed to use in lieu of telephone calls for staff use when taking personal, professional, and prescheduled sick leave. The "Guidelines for Securing a Substitute Teacher" published and distributed by the District shall set forth the conditions for which the form may be used.

#### 12.13 **ACADEMIC FREEDOM**

Academic freedom within the requirements of state and/or federal law and Board established curriculum/policies which do not conflict with state and/or federal law will be guaranteed to staff members in order to create in the classroom an atmosphere of freedom. An atmosphere of freedom produces an environment conducive to the study, investigation, presentation and interpretation of facts. The staff member is responsible for exercising good judgment in selecting issues for discussion of value to the students and will be actively involved in resolving any complaints which may result from teaching such issues in accordance with Section 12.9 of this Article.

#### 12.14 **MAXIMUM AND MINIMUM ROOM TEMPERATURES**

- a. Neither students nor staff members should be required to work prolonged periods of time in an environment which is extremely physically uncomfortable. When such conditions

exist the staff member shall report the temperature of the room or area to the building principal. If possible, adjustment or changes will be made to remedy or modify the temperature by the building custodial staff or District maintenance personnel within a reasonable length of time. If the condition cannot be corrected within a reasonable length of time, the staff member may request that the building principal attempt to relocate the class in a more favorable environment.

- b. Energy-related requirements, shortages, or crises may occur in the future which will necessitate drastic changes in the habits or personal comfort of staff and students. Unless a shortage of energy or a crisis dictates otherwise, the minimum classroom temperature shall be 60° Fahrenheit and preferably no lower than 65° Fahrenheit. It will be the responsibility of the Administration to find a comfortable environment in which a class may be held.

#### 12.15 **STUDENT GRADES**

The grade of a student shall not be changed without justification by anyone other than the staff member who gave that grade. If the Administration is considering a change of a student's grade, the affected staff member will be notified in writing of the reason(s) for the pending change. With the staff member's concurrence, a grade may be changed. Without the staff member's concurrence, a grade may be changed if there is a justification to make this change. If the grade is changed without the staff member's concurrence, the staff member will be notified in writing that the grade has been changed and the staff member shall have the right to appeal the decision to the Superintendent whose decision shall be final. The Superintendent shall communicate the decision in writing to the staff member.

#### 12.16 **DISCIPLINE: STUDENT CONFERENCE AND/OR HEARING**

If a staff member is to be involved in conference and/or hearings which may lead to a decision whether or not a student will be suspended or expelled, he/she will be informed of the charges against the student and any other information concerning the conference/hearing prior to the conference/hearing if possible. The staff member shall also have the right of representation of choice to accompany him/her at such conference/hearing as stated above. The staff member will be informed of the final decision by the appropriate administrator as soon as possible following the conference or hearing.

During such conferences/hearings, all parties shall attempt to ensure that the rights of all other persons attending the conference/hearing are not violated.

#### 12.17 **FAIR SHARE FEE**

##### a. **Payroll Deduction for Fair Share Fee**

The Board shall deduct from the pay of staff members who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this Agreement. The fee shall represent that portion of Association dues allocable to negotiating and administering this Agreement and shall not exceed 100% of the unified dues of the Association.

##### b. **Notification of the Amount of Fair Share Fee**

Notice of the amount of the annual fair share fee, shall be transmitted by the Association to the Board Treasurer on or about November 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

c. **Schedule of Fair Share Fee Deductions**

(1) All Fair Share Fee Payers

Payroll deduction of such fair share fees shall begin at the first payroll period in January except that no fair share fee deductions shall be made for staff employed after October 31 until such staff member has been employed sixty (60) calendar days.

- (2) If a staff member's employment ends, if he/she goes on an unpaid status before all six (6) deductions have been made, or if there are not six (6) payrolls remaining in that school year, the unpaid balance will be deducted from his/her final payroll check for that school year. If the amount of the last payroll check is insufficient to cover the balance of the fee due, collection of any remaining amount shall be the Association's sole responsibility. Following completion of each deduction, the Board Treasurer shall remit the amount which was deducted to the Association Treasurer in check form made payable to "The Upper Arlington Education Association." A list of the staff members for whom deductions were made will be included with the check showing the amount deducted for each staff member.

d. **Procedure for Rebate**

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code has been established and will be given to each staff member 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.

e. **Entitlement to Advance Reduction**

Upon timely demand, nonmembers may apply to the Association for an immediate advance reduction of the fair share fee pursuant to the internal procedure adopted by the Association. The advance reduction shall be the proportionate amount of monies expended for partisan political or ideological purposes not germane to the Association's work in the realm of collective bargaining.

f. **Indemnification of Employer**

The Association agrees to defend and indemnify the Board for any cost, demands, claims, suits or liability incurred as a result of the implementation and enforcement of this provision provided that:

- (1) The Board shall give written notice within ten (10) work days of any claim made or action filed against the employer by a non-member for which defense and indemnification may be claimed;
- (2) The Association shall reserve the right to designate counsel to represent and defend the employer;
- (3) The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

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

### **Article XIII - OCCUPATIONAL AND PHYSICAL THERAPISTS**

- 13.1 The wage rates applicable to occupational therapists and physical therapists shall be set by the Board. Occupational therapists and physical therapists shall be treated the same as other bargaining unit staff members only with respect to the following benefits:

- sick leave
- mileage reimbursement
- payroll deduction of Association dues
- STRS pick-up
- School closures because of inclement weather or hazardous conditions
- insurance benefits
- grievance procedure
- limited contracts
- personnel files
- assault leave
- leave for court appearances
- jury duty
- tuition reimbursement

Otherwise, occupational therapists and physical therapists are not subject to the provisions of this Agreement.

### **Article XIV - Safety and Health**

- 14.1 Before exercising any right under Section 4167.06 of the Ohio Revised Code, an employee must contact his/her principal or the Superintendent and review all relevant facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing notice pursuant to Section 4167.06(B) of the Ohio Revised Code, the employee must exhaust the procedure set forth in Section 14.2 of this Article.
- 14.2 The parties mutually wish to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations under Section 4167.10 of the Ohio Revised Code until the following procedure has been exhausted:
- (a) An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee's principal, within two (2) work days of the occurrence of the alleged violation.
  - (b) If the principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association representative may file a formal complaint with the Superintendent within two (2) work days after the conference with the principal. The Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent (or designee) will meet with the



employee or Association representative in an attempt to resolve the alleged violation. The Superintendent will promptly respond to the complaint after this meeting.

#### **ARTICLE XV - Employment Of STRS Retirees**

- A. This Article governs the terms and conditions of employment of any STRS retiree whom the Board may regularly employ in a position that falls within the description of the bargaining unit appearing in Article I, Section 1.1 of this Agreement. Except as otherwise specified below, any such staff member will become a bargaining unit employee upon employment and be subject to the provisions of this Agreement.
1. For initial placement purposes on the teachers' salary schedule, the staff member will receive horizontal and vertical credit in accordance with the normal rules, with the further understanding that in no event will the staff member receive more than ten (10) years of initial vertical credit. If re-employed for the following school year, the staff member will vertically progress in accordance with the normal rules.
  2. The staff member will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the staff member will be awarded successive one-year limited contracts. In no event will the staff member qualify for a continuing contract or a multi-year limited contract.
  3. Neither the evaluation procedures generally applicable to bargaining unit employees nor the evaluation procedures appearing in Section 3319.111 of the Ohio Revised Code shall apply to the staff member. The Administration may, but is not required to, evaluate any such staff member. Any limited contract received under Paragraph 2 above will automatically renew for the following year unless the staff member receives written notice of nonrenewal on or before April 30, in which case the employment relationship will end upon expiration of the employee's contract. The procedures appearing in Article VIII of this Agreement and in Section 3319.11 of the Ohio Revised Code, including the post-nonrenewal procedures appearing in Section 3319.11(G), shall not apply to any such contract nonrenewal.
  4. Upon employment, the staff member will be credited with zero (0) years of seniority and shall not thereafter accrue seniority.
  5. The staff member is not eligible to participate in any insurance fringe benefits offered under Article XI, Sections 11.13, 11.15, or 11.16 of this Agreement; however, this provision does not apply to any STRS retiree employed prior to January 1, 2006 for so long as the staff member remains continuously employed by the Board.
  6. The staff member will in no event qualify for leave under Article X, Sections 10.3, 10.7, 10.9, 10.11, or 10.12; fee waivers under Article XI, Section 11.9; severance pay under Article XI, Section 11.10; or tuition reimbursement under Article XI, Section 11.11 of this Agreement.
- B. The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code. It is mutually understood that this Article does not defeat the public notice and hearing requirements imposed by Section 3307.353 of the Ohio Revised Code to the extent that they apply.

**Article XVI - Other Provisions**

**16.1 TERM OF AGREEMENT**

This Agreement shall be in effect from January 1, 2009, to December 31, 2011.

**16.2 PUBLICATION OF THE AGREEMENT**

After execution by both parties, this Agreement shall be printed at Board expense and the Board shall distribute a copy to each staff member as well as a copy to each new staff member at the time he/she is employed. The Association President will be given a reasonable number of additional copies for the Association upon request. The Association will reimburse the Board a reasonable fee for the number of additional copies it requests.

**16.3 WAIVER OF NEGOTIATIONS**

It is agreed that during negotiations leading to this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining. Except as provided in Article V, the parties expressly waive the right to submit any additional item for negotiations during the term of the Agreement, irrespective of whether the item was or was not discussed during the course of the negotiations leading to this Agreement.

**16.4 ENTIRE AGREEMENT CLAUSE**

This Agreement supersedes and cancels all previous collective bargaining agreements between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or supplemental agreement shall not be binding unless executed in writing by the parties hereto.

**For the Upper Arlington City Board  
of Education**

**For the Upper Arlington Education  
Association**

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Negotiations Chairperson

Date \_\_\_\_\_

Date \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding confirms certain agreements of the parties that are not explicitly addressed in their 2009-2011 collective bargaining agreement:

1. In any school year in which the informal/contemporary model for the delivery of educational services is used in the District's middle schools, a committee composed of two (2) persons appointed by the Association President and two (2) persons appointed by the Superintendent will be established to assess the distribution of students within a particular middle school and to address issues of imbalance, if any.
2. The overnight rate specified in Article XI, Section 11.3, paragraph d. of the parties' agreement shall become effective with the 2009-10 school year. Until that date, the overnight rate shall continue to be ninety-five dollars (\$95.00).
3. The tuition reimbursement provisions of Article XI, Section 11.11, paragraph a. of the parties' agreement shall become effective with the 2009-10 school year, with the further understanding that, until then, Article XI, Section 11.11 of the parties' 2006-08 agreement shall remain in effect.
4. Effective with the 2009-10 school year, the curriculum reimbursement rate specified in Board policy will be increased from \$125 to \$130 per day.
5. The District's Director of Educational Technology and Director of Operational Technology will brief the Association President on the status of the District's technology program and address (A) how effectively to disseminate technology-related information to staff members, and (B) ongoing technology-related professional development at the building level utilizing the building tech team.
6. All Association members of the Local Professional Development Committee (LPDC) as well as the Association LPDC Chair will be appointed by the Association Co-Presidents and serve three (3) year terms. It is also mutually agreed that during the term of the parties' Agreement, the LPDC has the responsibility to review, and revise as necessary, the LPDC Constitution and By-Laws in light of the new pamphlet from the Ohio Department of Education entitled "Organizing for High Quality Professional Development" and other interests and concerns of the parties. Such review, and possible revision, shall be completed no later than September 1, 2009.

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For the Upper Arlington Education Association

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Date

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For the Upper Arlington City School District  
Board of Education

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Date