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COLLECTIVE BARGAINING AGREEMENT

OBERLIN BOARD OF EDUCATION

AND

OBERLIN OHIO EDUCATION ASSOCIATION

2010-2013

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APPENDICES A - B

Head Coach Evaluation – Medical Information

ARTICLE I
RECOGNITION

1.01. Recognition of Association

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

1.02. Membership in Professional Organizations

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

1.03. Release Time for Association President

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

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

ARTICLE II
NEGOTIATIONS PROCEDURES

2.01. Initiating Negotiations

Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party during the month of January in a year in which this Agreement expires. Within fifteen (15) working days of receipt of the submission letter, the parties shall hold their first negotiating

session. Before that first session, the Superintendent and OOEPA President shall meet for a pre-negotiations meeting to decide the bargaining model to be employed and, depending upon that model, any other mutually agreed changes to the bargaining procedure set forth below, including the composition and number of members of the bargaining teams.

2.02. Bargaining Model

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

2.03. Negotiating Teams

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

2.04. Exchange of Information

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

2.05. Agreement

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

2.06. Disagreement

If, after sixty (60) days from the first negotiating session, agreement has not been reached, the services of the Federal Mediation and Conciliation Service shall be utilized. If a party calls for

mediation involvement, the other party shall join in a joint request. The parties agree to employ the dispute resolution procedure set forth herein in place of the procedure set forth in R.C. 4117.14.

2.07. Meeting

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

ARTICLE III

ASSOCIATION RIGHTS

3.01. Exclusive Rights

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

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

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

members within thirty (30) days of the date of final agreement or at the time of employment, whichever shall later occur. Copies of the agreement will be distributed to members of the bargaining unit by the Association. Both the Board and the Association shall be entitled to receive an additional twenty-five (25) copies for their own use.

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

3.02. Continuing Membership

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

3.03. Right to Fair Share Fee

- a) Payroll deduction of fair-share fee - The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the OOEA a fair-share fee for the Association's representation of such nonmembers during the term of this contract. The Association is responsible for advising the Treasurer of the amount of

fair-share fees to be deducted from nonmembers with notice to be provided to the Treasurer by January 15 of each school year.

- b) Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- c) All Fair Share Fee Payers - Payroll deduction of such fair share fee shall begin at the first payroll period in February except that no fair-share fee deduction shall be made for bargaining unit members employed after October 31 until the second paycheck after notice from OOEА, which period shall be the required probationary period of newly employed bargaining unit members.

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

- d) Transmittal of Deductions - The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- e) Procedure for Rebate - The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4417.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- f) Entitlement to Rebate - Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- g) Indemnification of Employer - The Association agrees to hold the Board, including its officers, members, and agents and specifically including the Superintendent, Treasurer, and other members of the Administration, harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of fair share fees or dues, to indemnify the Board (as defined above) for any liability imposed on it as a result of any such suit, claim, or administrative proceeding, to provide legal defense for the Board (as defined above) in any said suit, claim or administrative proceeding, and to reimburse the Board (as defined above) for any and all expenses incurred by the Board in any such suit, claim, or administrative proceeding, including court costs. The Association shall reserve the right to designate counsel to

represent and defend the Board, as defined above. The Board shall give a written notice to the President of the Association not later than twenty (20) working days of receipt by the Board of any written claim made or action filed against the Board by a non-member for which indemnification may be claimed by the Board. The Board, as defined above, agrees (1) to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) to permit the Association or its affiliates to intervene as a party in the action if the Association so desires, and/or (3) to not oppose the Association or its affiliates application to file briefs amicus curiae in the action.

ARTICLE IV

PERSONNEL RECORD

4.01. Master File

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

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

4.02. Building File

Administrators may maintain a building file, but this file may include only information which is forwarded to the master file at the end of each school year. The building file shall be opened to a teacher upon request for observation of his/her file within one (1) day of the request.

4.03. Written Reprimand

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

4.04. Personnel Record Request Form

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

ARTICLE V

ACADEMIC FREEDOM

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

pupils. In such discussion, all sides of such issues should be presented fairly and objectively.

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

ARTICLE VI

POLITICAL RIGHTS OF TEACHER

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

ARTICLE VII

COMPENSATION

7.01. Salary

- a) The base salary on the schedule below shall be:

\$34,228 effective August 1, 2010

If the District advances to "Excellent" status for the 2009-10 school year, ½ of the BA Base salary shall be divided equally among members of the unit employed during the 2009-10 school year as a one-time bonus.

- b) Part-time teaching.

- 1. Part-time members of the bargaining unit shall be paid a percentage of their appropriate placement on the salary schedule. In grades 6-12, the percentage shall be determined by dividing the number of assigned periods by 6. In grades 1-5, the percentage shall be determined by dividing the number of assigned periods by 7. Kindergarten half-day teaching shall be paid one-half salary. Any

deviations from the above calculations shall be made only by mutual agreement between OOEA and the Board.

2. A part-time teacher shall receive a full day's pay at his/her per diem rate as defined in Section 8.04 for attendance at new teacher orientation day and orientation day. A part-time teacher will also receive a full day's pay as defined above when he/she is required by the site manager to attend a full day in-service activity (prorated for after school in-service: 1 minus "teacher percentage" as defined in this section 7.01b for each hour beyond the teacher's assigned hours). In order to receive payment, the part-time teacher will submit a time sheet to the site manager.
 3. An Oberlin teacher who receives a shared assignment in Oberlin and another district(s) shall receive all benefits of the Board-OOEA contract based on the percentage of his/her teaching assignment in Oberlin. Every effort will be made to insure that a teacher on a shared assignment receives health care benefits proportional to her/his combined service with costs to be allocated proportionately among the participating districts.
- c) Home Instructors - Hourly Compensation for Home Instructors shall be established at .0007 of the current base salary per hour. Home Instructors are responsible for providing instructional services to students who are unable to attend regular classes. Home Instructors are not responsible for preparation of lesson plans or grading of student work unless the student's regular classroom teacher serves as the Home Instructor in a particular course (secondary) or grade (elementary). In that event, the teacher serving as Home Instructor shall be paid at the rate of .001 of the current base salary per hour of such service. Where home instruction services are required, such hours of work first shall be offered to members of the Bargaining Unit appropriately certified to provide the necessary services.
 - d) Long-term substitutes - A long-term substitute shall be defined as a substitute assigned to a specific position for more than sixty (60) consecutive school days. A long-term substitute shall be paid a per diem rate based on his/her appropriate placement on the salary schedule beginning with the sixty-first (61st) day of employment and assignment to a specific position. For the first sixty (60) days of such assignment, the long-term substitute shall be paid at a rate \$15 per day above that paid by the Board to starting casual substitute teachers. A long-term substitute shall be entitled to all the rights of the bargaining unit member whom she/he is replacing, except a long-term substitute shall not be eligible for any lay-off/recall rights (Article 19). The employment of a long term substitute is deemed automatically concluded at the end of her/his term of service without the need for compliance with the evaluation and nonrenewal provisions of Articles 15 and 20 below.
 - e) Permanent District Substitutes

Memorandum of Understanding Applicable to the 2010-11 school year
1. On October 4 of each school year, two (2) Permanent district substitute teachers shall be employed within the District. Permanent District substitutes shall be employed, and paid for and shall report on all student days which occur on and after October 4, 2010.

2. Permanent District substitutes who are returning to the position having been employed by the Board during the 2009-10 school year shall be paid on a per diem of \$105 per day, with permanent District substitutes who have not previously been employed by the Board paid at the rate of \$100 per day. Prior to the October 4st start date, permanent District substitutes shall be given priority consideration for casual substitute duty at the rates set forth above.

1. One (1) Permanent District substitute teacher shall be employed for each building within the District. If her/his assistance is not required at her/his usual building, the permanent district substitute may be utilized in a different location.
2. Permanent District substitutes shall be employed, and paid for and shall report on all student days. District substitutes shall be entitled to use sick leave as earned, i.e., at the rate of one and one-quarter days per month and shall not be entitled to an advancement of sick leave.
3. Permanent District substitutes shall be paid on a per diem basis at a rate of \$15 per day above that paid by the Board to starting casual substitute teachers.
4. Permanent District substitutes shall be covered by Articles I through VI, Article 7.07 (if separately employed under a supplemental contract, Article VIII, Article 14.06, Article XVI, Article XXV, Article XXVI, Article XXVII, and ARTICLE XVIII.
5. The first sixty days of service as a permanent District substitute shall constitute a probationary period. During that time, permanent District substitutes shall serve at the discretion of the Superintendent. During or after that sixty day period, a District substitute may, at the discretion of the Superintendent, be evaluated.
6. Permanent District substitutes shall be eligible to participate in the insurance benefits set out in Article IX, by paying, via payroll deductions, the full premium costs associated with such benefits.
7. Employment of Permanent District substitutes shall be considered automatically non-renewed at the conclusion of each school year without the necessity of further action by the Board or delivery of notice of non-renewal. If the Permanent District Substitute is interested in returning in that capacity for the following year, she/he may so advise the District in writing of that interest by May 15 and advise, as well, if she/he is seeking a regular teaching appointment elsewhere. Any teacher on the reduction-in-force list who would like to be considered for the position of Permanent District Substitute at the compensation rate (salary and benefits) associated with the Permanent Substitute position shall also make his/her interest known to the district in writing by May 15. Teachers on the RIF list and employees, who have served as Permanent District Substitutes indicating an interest in the positions for the new school year, will be granted an interview with the school building interview team. The District will advise the Permanent District Substitute of its intention to continue the relationship or not continue the relationship for the following school year not late that June 30..

8. Permanent District substitutes shall not be deemed eligible for nor entitled to receive continuing contracts under Revised Code Section 3319.11.
9. Permanent District substitutes may apply for other vacancies which arise in the bargaining unit and, if properly certified, will be interviewed for the vacancy by the Building Site Committee. If a District substitute is employed in a regular unit position by the Board, his/her time in the capacity of a District substitute shall count as seniority for all other purposes under this Agreement as defined by Article XIX and including proper salary schedule placement.

f) Salary Schedule 2010-2013 Index Factor/Salary Schedules

	I (BA)	II (BA+15)	III (BA+30)	IV (MA)	V (MA+15)	VI (MA+30)	VII (MA+45)	VIII (PhD)
0	1.000	1.0375	1.0764	1.1168	1.1587	1.2021	+650	+350
1	1.0375	1.0764	1.1168	1.1587	1.2021	1.2472		
2	1.0764	1.1168	1.1587	1.2021	1.2472	1.2939		
3	1.1168	1.1587	1.2021	1.2472	1.2939	1.3425		
4	1.1587	1.2021	1.2472	1.2939	1.3425	1.3928		
5	1.2021	1.2472	1.2939	1.3425	1.3928	1.4450		
6	1.2472	1.2939	1.3425	1.3928	1.4450	1.4992		
7	1.2939	1.3425	1.3928	1.4450	1.4992	1.5555		
8	1.3425	1.3928	1.4450	1.4992	1.5555	1.6138		
9	1.3928	1.4450	1.4992	1.5555	1.6138	1.6743		
10	1.4450	1.4992	1.5555	1.6138	1.6743	1.7371		
11	1.4992	1.5555	1.6138	1.6743	1.7371	1.8022		
12	1.5555	1.6138	1.6743	1.7371	1.8022	1.8698		
13	1.6138	1.6743	1.7371	1.8022	1.8698	1.9399		
14	1.6743	1.7371	1.8022	1.8698	1.9399	2.0127		
15	1.7371	1.8022	1.8698	1.9399	2.0127	2.0882		
20	+500	+500	+500	+500	+500	+500	+500	+500
25	+500	+500	+500	+500	+500	+500	+500	+500

10-11 OOEА CERTIFIED SALARY SCHEDULE

	I (BA)	II (BA+15)	III (BA+30)	IV (MA)	V (MA+15)	VI (MA+30)	VII (MA+45)	VIII (PhD)
0	34,228	35,512	36,843	38,226	39,660	41,145	41,795	42,145
1	35,512	36,843	38,226	39,660	41,145	42,689	43,339	43,689
2	36,843	38,226	39,660	41,145	42,689	44,288	44,938	45,288
3	38,226	39,660	41,145	42,689	44,288	45,951	46,601	46,951
4	39,660	41,145	42,689	44,288	45,951	47,673	48,323	48,673
5	41,145	42,689	44,288	45,951	47,673	49,459	50,109	50,459
6	42,689	44,288	45,951	47,673	49,459	51,315	51,965	52,315
7	44,228	45,951	47,673	49,459	51,315	53,242	53,892	54,242
8	45,951	47,673	49,459	51,315	53,242	55,237	55,887	56,237
9	47,673	49,459	51,315	53,242	55,237	57,308	57,958	58,308
10	49,459	51,315	53,242	55,237	57,308	59,457	60,107	60,457
11	51,315	53,242	55,237	57,308	59,457	61,686	62,336	62,686
12	53,242	55,237	57,308	59,457	61,686	64,000	64,650	65,000
13	55,237	57,308	59,457	61,686	64,000	66,399	67,049	67,399
14	57,308	59,457	61,686	64,000	66,399	68,891	69,541	69,891
15	59,457	61,686	64,000	66,399	68,891	71,475	72,125	72,475
20	59,957	62,186	64,500	66,899	69,391	71,975	72,625	72,975
25	60,457	62,686	65,000	67,399	69,891	72,475	73,125	73,475

- g) Compensatory Time - Upon agreement of the Superintendent and OOEА President, a teacher may be granted compensatory release time from regular teaching duties.
- h) Evening or Weekend Supervision - The sponsor of evening or weekend performance activities should make the necessary arrangements for adult supervision with the building principal. Teachers who agree to supervise an evening or weekend event, when an administrator is unable to attend will be paid .0007 of the base salary per hour of responsibility when this duty is outside the responsibility of a supplemental contract.
- i) Stipend days - Teachers shall be compensated at the rate of .004 per day for each day of service outside of the regular school year which the teacher and administration agree the teachers shall perform professional duties such as attendance at staff development and training.
- j) National Board Certification - A teacher who has been accepted for and is working to complete the elements necessary for receipt of national board certification may, upon request, be approved for up to three (3) professional days to be devoted to the process.

7.02. Tuition Reimbursement

Memorandum of Understanding Applicable to the 2010-11 school year

No teacher shall receive any tuition reimbursement monies under Section 7.02.

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

1. Graduate credit courses taken in the teacher's area(s) of certification and teaching assignment at an accredited college or university; or
 2. Other graduate or undergraduate courses taken with the prior approval of the principal which courses directly relate to the performance of the teacher's duties in the District.
- b) The maximum total payment by the Board for this program shall be 0.80 of the B.A. base salary in effect in September of each school year. Funds remaining from the tuition reimbursement program at the end of the school year (July 1 through June 30) shall be carried forward for use in the following year. Requests shall be considered and processed on a first come, first served basis.
- c) Total reimbursement shall be the lesser of .00333 per quarter hour or the actual tuition cost of the course(s) taken. (A semester hour equals 1-1/2 quarter hours.) In any school year, a teacher may be reimbursed for not more than the equivalent of 15 quarter hours (10 semester hours) except when 7.02(e) applies. For purposes of this provision, part-time teachers shall be eligible to apply for tuition reimbursement on a pro-rated basis, e.g., a 1/2 time teacher may be reimbursed for not more than 7.5 quarter hours (5 semester hours) per year. To qualify for reimbursement:
1. The teacher must complete the school year following the taking of the course for which reimbursement is sought as a teacher in Oberlin unless the teacher leaves by Board-initiated action (nonrenewal or termination or suspension).
 2. Course work must be scheduled so as not to interfere with the normal duties of the teacher;
 3. Request for reimbursement shall be made to the building principal before the completion of the course and on forms provided by the Treasurer. Forms shall be available in each building. For purposes of this section 7.02, all traveling teachers shall be assigned to a "site" by the Superintendent.
 4. The teacher must present proof of satisfactory completion of the course (a grade of "B" or better or a "pass" on a "pass/fail" system) by grade card or transcript to the Treasurer;
 5. Satisfactory evidence (college receipt, credit card receipt, cancelled check, or other written proof) of payment, for all tuition costs for which reimbursement is sought must be presented to the Treasurer. Reimbursement will occur within thirty (30) days of submission of proof of successful completion of the course as described in 4 (c) above.
- d) In the event, during any school year, that two-thirds of the total determined under Section 7.02(b) above has been expended from the fund, a notice to that effect will be included with the next teacher's paycheck. Upon request, the President of the Association shall have the right to examine the Treasurer's records of tuition payments covered by this section.

- e) In the event that the full amount specified by Section 7.02(b) above has not been expended in any school year, the excess amounts shall be distributed on a per hour basis. Teachers whose tuition reimbursement requests exceeded the maximum reimbursement level set forth in Section 7.02(c) above shall receive reimbursement for all approved but unreimbursed hours based on the following formula. The excess amount divided by the total unreimbursed quarter hours shall be the per quarter hour reimbursement (semester hour = 1-1/2 quarter hour). However, this amount shall in no case exceed either .00333 of the B.A. base salary per quarter hour or the actual tuition cost. The excess tuition reimbursement shall be computed after September 1 and distributed on or about October 1.
- f) Where a teacher, at the request of the administration, agrees to take college course work in order to obtain additional certification and so be eligible to teach in that area of certification in the OCSD, the Board, upon completion of the course work and receipt of certification, will reimburse the teacher for the full cost of course attendance (tuition, books and fees). A form indicating administration approval of the teacher's enrollment in such courses shall be completed and signed by the teacher and Superintendent before enrollment. Reimbursement for tuition shall be paid in accordance with Article 7.02(c). Reimbursement for the additional tuition, books and fees shall be made by the Treasurer upon the teacher's submission of documentation for eligible expenses and receipt of the new certificate. Should the teacher voluntarily leave employment with the District within two (2) school years of the certification reimbursement payment under this provision, the Treasurer shall deduct such payment from the teacher's final paycheck. Payments under this provision shall not be included in the amount specified in Section 7.02(b). Credit hours acquired under this section shall be employed in determining the participating teacher's placement on the teacher's salary schedule.
- g) All middle school teachers are encouraged to attain HQ status in two or more content areas across middle school grade levels. All middle school intervention specialists are encouraged to attain HQ status in all four content areas. The Board will pay for tuition and books and provide independent study options.

7.03. Extended Service

- a) Modifications in the number of extended service days from year to year shall be implemented only after consultation among the Superintendent, teacher involved, the teacher's immediate supervisor and the Association President. Such consultation shall take place in a meeting. This meeting shall take place on or before May 31 of the preceding school year. Those persons, including the Superintendent or designee, will be afforded reasonable advance notice of the meeting.
- b) The number of extended service days shall fall within the following ranges:
 - Librarians - 7-10 days
 - Guidance Counselors/Dean of Students high school - 10-20 days

Guidance Counselors Middle School - 10-20 days
Psychologist - 10-15 days
Administrative Intern - 5-15 days
Speech/Language Therapist - 0-5 days

- c) Extended service shall be paid at the teacher's per diem rate as defined in Section 8.04 and under separate supplemental contract. . **For the 2010-11 school year, extended service days for the above classifications shall be paid at 66.67% of the employee's per diem rate in effect during the 2009-10 school year**
- d) Extended Service - One extended service day shall be given to any member of the bargaining unit whose classroom is changed from one location to another, provided the member of the bargaining unit puts in a full day's work, as verified by his/her building principal, in moving his/her materials, supplies, etc., from one location to another and in setting up the new classroom assignment.
- e) Pupil Service Conference
1. Members of the bargaining unit will be compensated at the rate of .0007 per hour for attendance at MFE, IEP, IAT and 504 conferences scheduled by the administration before or after the school year.
 2. Members of the bargaining unit will be compensated at the rate of .0007 per hour for attendance at MFE, IEP, IAT and 504 conferences called by the IAT Chair or IEP case manager, authorized by the administration, when the meeting starts one (1) or more hours before or after the teacher day.

7.04. Employment

- a) In order for a teacher to receive proper placement on the salary schedule, effective September 1, an official transcript must be on file in the Board office by October 1.
- b) In order for a teacher to receive proper placement on the salary schedule, effective the second semester, an official transcript must be on file in the Board office by March 1.
- c) The Superintendent may grant credit for experience in other institutions such as Peace Corps, Vista, colleges and universities. A teacher may also be given credit for business and professional experience in the teacher's certificated field.
- d) The Superintendent and OOEA President may mutually determine to offer additional years of salary schedule placement credit to teachers newly employed in the District, provided that no newly employed teacher shall be paid, as a result of the granting of such additional credit, above the level of payment to any previously employed teacher in the District.

7.05. Regular Teacher Compensation for Emergency Substitute Duty

- a) In case of emergency where the demand for certificated substitute teachers employed by the Board exceeds the number available on any given instructional day or where a regular teacher leaves school during the day and a substitute is not available, regularly employed staff members who cover classes because the teacher normally on duty is absent will be paid .0007 of base pay for each class period they agree to cover during that day, where such activity causes the teacher to surrender all or part of his/her planning period or other unassigned time. Such arrangements are to be utilized only where regular substitute teachers are not available.
- b) Postings will be made to fill the position of lead teacher in each building, with the building administrator to appoint an applicant as lead teacher as approved by the Superintendent and Board. Such lead teacher will assume the responsibilities of the building administrator only in the event the administrator is absent from the building and when no other administrator is available to assume that responsibility. During such limited assignments, the lead teacher will continue to have classroom teaching responsibilities. A lead teacher will be assigned in each building. If an administrator will be out of the building and if no other administrator is available, then the lead teacher will take the place of the administrator. A substitute will be made available to take the lead teacher's classroom. It is understood that the lead teacher position is not intended to have administrative responsibilities beyond those of taking the place of the absent administrator. Each building will determine the correct protocol in making arrangements for the lead teacher in the event of an absent administrator. The lead teacher will have authority as the absent principal. If possible, the lead teacher will contact the administrator or another administrator to seek recommendations if needed. If an administrator is out of the building for a long period of time, an interim administrator will be assigned. According to the supplemental contract for this position, the lead teacher is to be used in an emergency capacity only. At LMS or OHS this may be 30 to 60 hours per year and at Eastwood and Prospect 60 to 100 hours per year.
- c) In the event a building administrator is scheduled to be out of the building for a half-day or more, and if no other administrator is available to take the place of the absent administrator, a substitute teacher may be employed to take the classroom of the lead teacher during her/his performance of responsibilities in that capacity. Lead teachers shall be issued a supplemental contract at .01 of the BA base salary per year for lead teachers at Langston and the High School and .03 of the BA base salary per year for lead teachers at the elementary buildings. A job description will be developed for these positions.

7.06. Curriculum

- a) The primary responsibility and accountability for development and revision of curriculum and courses of study recommendations shall be vested in the Curriculum Director and the affected faculty. The first responsibility of each teacher is the performance of her/his teaching responsibilities and participation in the curriculum development process. Each teacher is expected to actively participate in the development and modification of the curriculum and course of study. All teachers are subject to the obligations set forth

in Article V above. In developing or modifying curriculum/courses of study, the Curriculum Director and faculty involved shall include measures to assess the effectiveness of that curriculum with respect to student performance and mechanisms for training of those responsible for curriculum delivery.

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

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

A minimum of one Early Release day in each semester shall be devoted to vertical articulation. The early Release day shall be planned and facilitated by the members of the Curriculum Advisory Group. The schedule of the early release day will be set by the Curriculum Director and District Site Committee. A second early release day each semester may be scheduled as needed by mutual agreement of BSC(s) and the CAG. Curriculum Advisory Group members shall be compensated at the rate of .0007 of the BA base for each hour of such service.

During the 2010-11 school year, the memorandum of understanding in effect for the 2009-10 school year with respect to monthly early release shall be continued, with the understanding that the building site committee can determine to extend the length of the early release day to include a monthly faculty meeting.

- c) Annually the Curriculum Director, with input from the teaching staff, will formulate a plan for the following year's curriculum activities. The plan will include a projection of costs for that year, a needs assessment, and cost projections for the current and two subsequent years. In subsequent years the plan will be revised by May by the Curriculum Director in conjunction with the curriculum oversight group to reflect the following year's curriculum activities. The plan will be shared with DSC at its May meeting for feedback and endorsement. For the 2007-08 school year the plan will be available for the August DSC meeting.
- d) In the event the Board determines not to fill the Curriculum Director position, the Association may demand bargaining regarding the process for curriculum development to be followed until the position or an analogous position is refilled.
- e) Special Curriculum and Special Projects - Curriculum work or special projects outside the regular school year, e.g., in-service instruction, curriculum work during spring recess, Saturday of Holiday work, will be submitted to the DSC by the Curriculum Director, whose recommendation on the work or project will be forwarded to the Superintendent. Each bargaining unit member shall be compensated .001 of the current B.A. base salary per hour of work. Qualifying work includes special curriculum projects as well as

development, implementation, leadership, teaching and assessment of inservice programs for District professional staff. The superintendent will verify and approve all compensation requests.

- f) Technology Applications in Education Committee - The Technology Applications in Education Committee shall be a standing committee and shall provide consultation to other graded course of study revision committees on issues relating to technology. Committee membership is to consist of 2 teachers from each building, one of whom will be the building technology coordinator. Committee members, other than the building technology coordinators, shall be compensated at .01 of the base salary subject to satisfactory completion of assigned tasks and contribution to completion of the work of the committee. Up to five community members will be appointed to the Committee by the Board. The Committee will be co-chaired by the Webmaster and Director of Operations.
 - 1. To address implementation of emerging technology, the TAEC shall recommend a training schedule. Training may be accomplished at different times and via different mechanisms, for example, early release days, release time, Saturdays, etc.

7.07. Extracurricular Service

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

- a) Minimum hours expected for work to be completed outside the contractual work day; the number of students served in the position; responsibility for funds; interaction with the public; program responsibility; supervision of other adults; responsibility for District equipment; responsibilities set out in job description; qualifications/special skills required.
- b) It is understood that the primary responsibility of a teacher is to teach and to perform assignments and duties related to the teaching function. If the performance of a supplemental contract conflicts with completion of one or more of the teaching obligations set forth in this Article VII and Article XII below, the teacher is obligated to fulfill the teaching responsibility before participating in the supplemental contract activity, unless the building administrator agrees otherwise. A teacher who is unable to complete teaching or teaching-related duties, for example curriculum development, due to one or more supplemental contracts, may not be reappointed to one or more of the supplemental positions for the following school year.
- c) In order to be eligible for supplemental contract payments here set forth, those filling athletic supplementals must comply with the job responsibilities set out in the job description/athletic handbook, including submitting, to the appropriate building principal, confirmation that she/he has supervised the students in that sport in all scheduled contests and practices, unless excused in advance by the principal. To be compensated in accordance with the schedule here set forth, advisors must comply with the job description/provisions of the applicable job duties set out in the advisor handbook, must advise the appropriate building principal of the schedule of meetings she/he has

established for the students participating in the activity, and must submit confirmation, to the building principal, that she/he attended all such meetings and events unless excused in advance by the principal.

- d) The parties understand and agree that supplemental contracts are automatically nonrenewed at the conclusion of each school year and that the administration is responsible for making recommendations to the Board regarding those who will fill supplemental positions.
- e) The Board and Association agree that job descriptions should be developed for each supplemental position. In the interim, handbooks which include major function responsibilities will be developed by a committee of teachers appointed by the OOEA president and administrators appointed by the Superintendent for advisor, athletic and professional responsibilities positions. The handbook recommendations will be reviewed by DSC before presentation to the Board. Holders of supplemental contracts in each of those areas are expected to fulfill the listed responsibilities. A teacher is not eligible for appointment to a supplemental position if her/his commitments to other supplemental duties in Oberlin or elsewhere prevents completion of job responsibilities. A teacher who fails to complete supplemental contract responsibilities may be subject to removal from the position in the course of the school year.
- f) Extracurricular service salary index

Memorandum of Understanding Applicable to the 2010-11 school year
All supplemental salaries shall be paid at 66.67% of the rate shown in the 2009-10 extra curricular salary schedule for the relevant position.

EXTRACURRICULAR SERVICE SALARY INDEX

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

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

2009-2010 EXTRACURRICULAR SALARY SCHEDULE – BASE \$34,228

Class	0 Experience	1 Experience	2 Experience
I	1189	1359	1529

II	1699	1869	2208
III	2378	2548	2888
IV	3058	3228	3567
V	3737	3907	4247
VI	4757	4927	5266
VII	5776	5946	6286
VIII	6795	6965	7305

g) Coaching and Athletics

Class I: Intramurals, Elementary K-6 (1 each - fall, winter, spring)
Weights and Conditioning
Success Table Monitor

Class II: Cheerleaders, Varsity (Fall - Football)
Track, M.S. Boys
Track, M.S. Girls
Volleyball, M.S.

Class III: Baseball, H.S. Assistant
Basketball, M.S. Boys 7
Basketball, M.S. Boys 8
Basketball, M.S. Girls 7
Basketball, M.S. Girls 8
Cheerleaders, JV
Cheerleaders, Varsity (Winter/Spring - Basketball)
Football, M.S. 7
Football, M.S. 8
Soccer, H.S. Assistant Girls
Soccer, H.S. Assistant Boys
Softball, H.S. Assistant
Track, H.S. Assistant
Volleyball, H.S. Assistant
Wrestling, M.S. (if this position is filled Class IV H.S. Assistant/M.S. remains vacant)

Class IV: Wrestling, H.S. Assistant/M.S. (if this position is filled Class III remains vacant) or
Wrestling H.S. Assistant/ J.V.

Class V: Baseball, H.S.
Basketball, H.S. Assistant Girls
Basketball, H.S. Assistant Boys
Football, H.S. Assistant
Soccer, H.S. Girls
Soccer, H.S. Boys
Softball, H.S.
Tennis, Boys
Tennis, Girls
Track, H.S.

- Volleyball, H.S.
- Class VI: Wrestling, H.S.
- Class VII: Basketball, H.S. Boys
Basketball, H.S. Girls
Football, H.S.
- Class VIII: Athletic Director [Duties to be clarified before position is filled]

h) Advisorships

- Class I: AFS
Art Club
Chess Club
Drama Club Technical Assistant (1 per semester)
Drama Club, MS
Forensics Club
French Club
Future Educators of America
Interact Club
Literary Magazine
Music Ensemble (3 positions)
National Honor Society
Newspaper, M.S.
Pep Band
Safety Patrol, Prospect
Senior Class
Student Council, M.S.
Student Council, Prospect
Youth 4 Youth
Power of the Pen
Model UN
Ski Club
- Class II: Academic Challenge
Drama Club (1 per semester)
Peer Mediation Coordinator, Prospect
Peer Mediation Coordinator, M.S.
Peer Mediation Coordinator, H.S.
- Class III: Yearbook M.S.
- Class IV: Jr. Class Advisor
Student Council, H.S.
Yearbook, H.S.
Video Club Advisor

- Class V: None
- Class VI: None
- Class VII: Marching Band & Summer Music

i) Professional Responsibilities

- Class I: Intervention Assistance Team (standing member/meetings outside school day)
Newsletter, H.S.
- Class II: Oberlin Professional Development Committee (OPDC)
Lead Mentor
Building Technology Coordinators – (1 per building)
- Class III: None
- Class IV: Drug Education Coordinator
- Class V: None
- Class VI: Webmaster
- Class VII: None
- Class VIII: Administrative Intern

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

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

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

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

1. In equal installments with regular paychecks.

2. Payment for the total amount at the completion of the coaching season, and upon final accounting for all equipment and clearance for payment by the Athletic Director, included in the regular paycheck issued within three (3) weeks after receipt of Athletic Director clearance by the Treasurer.
 3. Payment of the total amount included with the regular paycheck in the first pay period in June.
- n) Any coach who believes that the safety of participants in a sport activity is compromised by the absence of an additional assistant coach may submit a written request to the athletic director and the middle school or high school principal, as appropriate, to add an assistant coach. The coach will submit supporting rationale in writing for his/her request. In the event the request is not accepted by the building principal and athletic director, the coach, if he or she elects, may appeal that decision to the Superintendent and the Board.
 - o) When members on supplemental contracts receive stipends from outside sources for these duties, the District shall pay the difference between the outside stipend received and the District extra-curricular salary schedule.
 - p) No supplemental compensation will be paid for participation on DSC and TAEC.
 - q) **For the 2010-11 school year, all work on curriculum (Section 7.06(e)) all professional development work (Section 14.05 (d)), and all IB work shall be paid at the professional development rate of \$136.91 per day or \$22.81 per hour.**

7.08. Retirement Pickup

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

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

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

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

7.09. Tuition Waiver

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

ARTICLE VIII

PAYROLL

8.01. Pay Periods

Starting with the 2010-11 school year teachers shall be paid by twenty four (24) pays, on the 3d and 18th of the month, commencing September 3, 2010. Any teacher now on the 21 pay plan shall be entitled to continue on a 20 pay option commencing but no other teachers may elect the 20 pay option.

8.02. Payroll Deduction, Dues

Teachers' professional dues will be deducted provided a written authorization for each teacher requesting such payroll deduction is forwarded to the Treasurer by September 30 of each school year. If the written authorization is continuous and is not cancelled, dues will be deducted from twenty-one (20) or twenty-six (24) pays as chosen in Section 8.01 above. For hourly members of the bargaining unit, dues will be deducted from the first day of each month beginning in October and continuing through May. Dues will be deducted, for those with new authorizations, in equal installments from the remaining pays in the school year of authorization. If the employee's remaining payroll, once dues deductions are commenced, is not adequate to cover the full amount of the required deduction, the employee is responsible for payment of the balance directly to the Association.

8.03. Delayed Accounting for Absence

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

8.04. Rate for Computing Deductions

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

8.05. Ratio for Salary Adjustment Prior to Completing Contract

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

8.06. Direct Deposit

All members hired on or after the start of the 1999-00 school year shall receive their pay via direct deposit, which shall be an option for other members. All members hired on and after the start of the 2002-03 school year shall receive email notice of direct deposit.

ARTICLE IX

INSURANCE BENEFITS

9.01. Term Life Insurance

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

9.02. Hospitalization, Major Medical, Vision and Dental Insurance

The Board shall make available hospitalization, major medical, vision and dental insurance coverage which will meet or exceed the specifications in effect as of June 30, 1994, with the following exceptions:

- a) Effective August 1, 2007 the drug program shall provide a \$5 co-pay for generic prescriptions, a \$20 co-pay preferred name brand prescriptions, and a \$35 co-pay for non-preferred name brand prescriptions; a \$5 co-pay for mail order generic, a \$20 co-pay for mail order preferred name brand, and a \$35 for mail order non-preferred. For initial issuance of prescriptions for long-term drugs (defined as those to be prescribed to be for one year or more), the employee's physician will issue a thirty day prescription to be filled at a local store with concurrent issuance of a prescription for mail order.
- b) The major medical deductible shall be \$150 per year for single coverage and \$300 per year for family coverage.
- c) The lifetime maximum major medical insurance benefit shall be \$2,000,000.

- d) A Section 125 plan shall provide a tax sheltering benefit for the employee contributions required under this health insurance program.
- e) Doctors who perform unanticipated additional surgical procedures during an approved operation will be reimbursed at the normal rate for the unanticipated procedure.
- f) Diabetic testing supplies will be covered by the insurance program.
- g) Hospice care (home or hospice facility) will be covered as an option where the patient is otherwise eligible to be hospitalized.
- h) Subject to the rules of the carrier, domestic partners will be eligible for coverage under the family insurance program. To be eligible for such domestic partner coverage, the employee and domestic partner must be the sole domestic partner of each other, at least 18 years of age, and have provided to the carrier at least three of the following: joint lease, mortgage or deeds; joint ownership of vehicle; joint ownership of checking account or credit account; designation of the domestic partner as a beneficiary for the employee's life insurance or retirement benefits; designation of the domestic partner as a beneficiary of the employee's will; designation of the domestic partner as holding power of attorney for health care; or proof of shared household expenses. An employee may enroll a domestic partner within the same time periods as apply to the enrollment of spouses. At the time the employee seeks to enroll a domestic partner, the employee must complete a statement of marriage or domestic partnership.
- i) Orthodontia lifetime maximum is established at \$1,500.
- j) Contact lenses will be reimbursed at \$100 per year per covered dependent.

9.03 Cost of Insurance Benefits

Memorandum of Understanding – For the 2010-11 school year, the employee insurance contribution shall be 10% of the total cost of single or family (where required) insurance coverages for each full-time employee.

- a) Where both spouses are employed by the Board in a full-time capacity, the 7% employee contribution toward family coverage shall be waived for said individuals. The Board will pay that percentage determined under Article VII toward the cost of single or family (where required) insurance coverages for each part-time employee.
- b) Annually, to be eligible for the benefits described above, participants in the insurance program shall sign a statement declaring that they are not participants under another equivalent insurance program provided by another source.
- c) Home Instructors are not eligible to participate in the insurance program.

9.04. Health Care Committee and Cost Containment

- a) Effective for the period August 1, 2002 through and including July 31 2004 the Board shall pay premium contributions for insurance benefits in the amount set forth in Section 9.03(a). The employee contribution amount shall be re-examined should the Board determine to change the method by which health insurance benefits are provided.
- b) A committee (Health Care Committee) composed of four (4) representatives appointed by the President of the Association, two (2) representatives appointed by the President of OAPSE, and three (3) representatives of the Board shall be created and charged with considering health insurance matters. The Committee shall annually elect a chairperson. Regular minutes of all meetings of the Committee shall be kept and shared with all members. All decisions of the Committee shall be achieved by consensus, i.e., all represented parties on the Committee shall agree with the decision. The Health Care Committee shall regularly be provided with health insurance data, including enrollment levels, claims paid versus premiums, and such other data as the members of the Health Care Committee believe will facilitate the committee's processes. The Health Care Committee's responsibilities include reviewing insurance costs, exploring program additions or modifications, examining utilization patterns, and looking for various cost containment options. The Health Care Committee will review cost of implementing Individual Flexible Spending Accounts.
- c) The Health Care Committee shall be authorized to utilize such consultants as it deems appropriate, with the expense (if any) to be assumed by the Board. The Health Care Committee shall be advised, as soon as possible, of the anticipated level of premiums for the succeeding benefit year (July 1 through June 30). If the Health Care Committee recommends changes in program design, premium sharing, insurance carriers or providers, or other modifications, such changes shall be implemented following approval by the full membership of the Association, OAPSE and the Board.

9.05 Spousal mandate

- a) Spouses of bargaining unit members who have health insurance available from the employer/retirement provider of the spouse must enroll as single coverage for all available medical, drug, dental and prescription coverage through the employer/retirement provider of the spouse. (This requirement does not apply to any spouse who earns, as salary compensation or through retirement benefit payments, less than \$80,000 per year and who is required to pay more than 50% of the single premium to participate in her/his employer/retirement provider's group health insurance coverage and/or prescription drug insurance coverage.) Subject to the employee premium shares set forth in section 9.03 above, other dependents (such as children, stepchildren, or adopted children) of the bargaining unit member may remain on the District's plans. Upon the spouse's enrollment in any such employer/retirement provider-sponsor drug group insurance coverage, that coverage will become the primary payer of benefits for the spouse and the coverage sponsored by the Board will become the secondary payer of benefits. An employee whose spouse participates in the Board's group health insurance

coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written declaration verifying whether her/his spouse is eligible to participate in group health insurance coverage and/or prescription drug coverage provided by the employer/retirement provider of the spouse spouse and written verification that her/his spouse does not receive as salary compensation or through retirement benefit payments \$80,000 or more per year.

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

9.06 Smoking

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

9.07 License Renewal

Effective with the 2010-11 school year no teacher shall receive any reimbursement funds under Section 9.08 in connection with license renewal. As well, effective with the 2010-11 school year, no teacher shall be eligible for reimbursement under Section 9.08 in connection with BCI checks or fingerprinting.

ARTICLE X

CALENDAR

10.01. Calendar Days

- a) The work year shall consist of 180 pupil days, one (1) orientation day, one (1) in-service day and two (2) records days. Teachers new to the Oberlin Schools shall be expected to take part in an orientation program of up to three (3) unpaid days prior to the start of

the work year for returning teachers. Records days are intended for faculty to complete grades and other necessary recordkeeping activities. On such days staff members are not to leave early and may agree by consensus to participate in meetings and with approval of the principal may leave the building early.

- b) NEOEA day will be either the one designated in-service day or an unpaid holiday. Teachers who wish to attend a NEOEA day program may apply for professional leave reimbursement in accordance with Article XIV, Section 14.05. For the life of this Agreement, NEOEA Day shall be an unpaid holiday.
- c) Up to three (3) days for staff development in-service may be added to the calendar each year by decision of the Superintendent. Attendance at such staff development in-service days will be voluntary, but teachers are encouraged to attend and participate. Those who attend and participate shall be paid a stipend of .004 of the BA base salary for each day of attendance. The staff development in-service days will be scheduled by the calendar committee.
- d) An additional required in-service day may be added to the annual calendar by mutual agreement of the Superintendent and the OOEPA President, with each teacher paid at her/his per diem rate. This agreement must be made prior to the adoption of the school calendar for the affected year.

10.02. School Calendar

The school calendar will be based on 178 days of student attendance, two (2) parent conference days, one (1) orientation day, one (1) records day at the end of each semester, and one (1) in-service day. The first day for students will be the Monday or Tuesday following the Lorain County Fair. NEOEA Day will be a non-scheduled, non-duty, unpaid day. The Thanksgiving break will include the Wednesday before Thanksgiving (as a comp day for one of the parent conference days), as well as the Friday following Thanksgiving. Spring break will follow the end of the third academic quarter. Should Easter fall at the beginning or end of spring break, the previous Friday or the following Monday will be added to Spring break as the second comp day for one of the parent conference days. If Easter does not fall within spring break Good Friday will be the second comp day and the Monday following Easter will be a non-school, non-scheduled day. The calendar will include two full weeks for winter break, which will end at the conclusion of the week (Monday-Friday) in which New Year's day falls. However, if New Year's Day falls on a Saturday or Sunday, the school year will resume the Monday following the weekend including New Year's day. The final records day will be the day immediately following the last day of student attendance. However if that day is a Friday, the final records day will be the following Monday. High school graduation will be scheduled on or before the final work day of the of the year for teachers to facilitate teacher attendance at the commencement ceremony.

ARTICLE XI

TEACHING CONDITIONS

11.01. Instructional Load

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

11.02. Preparation Period

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

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

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

11.03. Non-Instructional Duties

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

11.04. Traveling Teachers

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

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

- b) Traveling teachers shall be reimbursed at the rate of .007 of the current B.A. base salary for teaching assignments in two buildings and .0121 of the current B.A. base salary for teaching assignments in three buildings. Such reimbursement shall be made not later than June 30 and shall be reduced on a prorated basis for those who perform such assignments for less than a full school year.
- c) A traveling teacher shall not be required to attend more meetings than a teacher who is scheduled at one building. Assignment of noninstructional duties to a traveling teacher shall be coordinated between the building principals to insure that the traveling teacher does not receive more noninstructional duties than classroom teachers assigned to one building.
- d) In its May and August meetings, the District Site Committee shall review the schedules of traveling teachers for the coming school year.
- e) For purpose of tuition reimbursement calculation, submission of leave forms and professional leave fund allocation, traveling teachers shall be treated as assigned to one building.

11.05. Job Sharing

- a) With the approval of the building principal and Superintendent or designee, two teachers may share a certificated teaching assignment.
- b) Teachers who wish to share an assignment shall submit a written plan for such arrangement to the building principal no later than April 1 of the year preceding the proposed job share. The plan must include the following elements:
 - 1, The plan will be in effect for a full school year;
 2. The area of teaching assignment, including grade level, building and courses to be shared;
 3. A full description of the teaching techniques and methods and grading practices employed by each teacher, with a full explanation of the steps the participants will employ to insure compatibility of such techniques and practices;
 4. The percentage of the regular full-time workday each participant proposes to teach.
- c) Teachers who wish to participate must locate their job-sharing partner. No teacher will be required to job-share.
- d) All negotiated benefits shall be split according to the percent of the regular full-time teacher workday served by the participant.

- e) Participants shall acquire seniority credit for layoff and salary schedule placement purposes on a proportionate basis, e.g., one-half time service provides one-half year credit.
- f) Job-sharing teachers shall be considered for changes in contract status, evaluation and layoff on the same basis as full-time teachers.
- g) Each participant must attend all evening and after-school meetings expected of full-time teachers and such assignments.
- h) The Superintendent and Board agree to view each application on its own merits and to base any decision upon whether the proposed job-sharing will benefit the Oberlin Schools.
- i) When a job-sharing participant is absent, her/his job-sharing partner shall be asked to substitute prior to any casual substitute being contacted.

11.06. Building Security

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

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

11.07. Technology-Based Instruction

Technology-based instruction involves a variety of mechanisms for the delivery, to students, of graded courses of instruction. These methods may include, but are not limited to, distance and web-based learning.

- a) Distance learning classes involve the teaching of students via a two-way interactive television system known as Interactive Video Distance Learning (IVDL). The sending/host site is the location in which the responsible teacher is located and where the distance learning class is being taught, while the remote site is the location where class instruction is being received. The sending school site is responsible for the course content, material selection, instruction, testing and evaluation of students at both the sending and remote site(s). Behavior, discipline and supervision of students at remote sites is the responsibility of the administrative head of the remote site school.
- b) During the first semester/year that a teacher is assigned to teach via IVDL, she/he will be provided an additional preparation period each day during the initial implementation period, i.e., semester or year as appropriate. That preparation period shall be equal in length to the IVDL class. This preparation time shall be in addition to normal preparation time provided under this Agreement. Assignments to IVDL courses shall be made on an annual basis and shall be by mutual agreement of the teacher and the administration.
- c) During a teacher's first year in an IVDL class, any observation of performance in that setting shall not be used as part of the formal evaluation process.
- d) Where the District is a receiving site for an IVDL course or the student is enrolled in a web based course, the administration is responsible for making arrangements for supervision of the enrolled students. Any additional obligations for Oberlin teachers in such instances shall be resolved by agreement between the Superintendent and the Association President.
- e) The Board shall be responsible for the repair and maintenance of the IVDL equipment at the various sites. Sending site teachers who may be required to use personal automobiles to travel between sites shall be reimbursed at the IRS adopted mileage rate. An IVDL teacher required to work offsite beyond the regular teacher work day shall be paid additional compensation at the rate of .0007 of the BA base for each hour of such service.
- f) Courses to be received through IVDL or through web-based learning shall be those not currently in the curriculum in the District in the school year immediately preceding implementation of IVDL or web-based learning, unless one or more students cannot take the course due to scheduling issues or where enrollment does not support offering the course locally. It is not the intent of this provision to reduce employment opportunities for Oberlin faculty but rather to enhance academic opportunities for students.

11.08. COPY MACHINES

- a) The Building Site Committee on a quarterly basis will set targets for and review copy usage as well as analyze usage to try to determine some causes of equipment breakdowns. BSC shall determine copier location, access and material availability. While one copy machine shall be designated to teacher use, teachers shall have reasonable access to a copy machine at any time. All staff will receive training on the basics of copy machine use. At each building one or more staff members will be identified and trained to resolve copy machine problems.
- b) Teachers shall assess copy needs and costs to determine the cost effectiveness of ordering supplemental materials compared to copying. Administrators shall undertake a similar assessment.

11.09. Building Access

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

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

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

This plan will be examined yearly by DSC to identify any problems with the current plan and find solutions that maintain equitable building access for teachers outside of the regular school day.

ARTICLE XII

TEACHING DUTIES AND RESPONSIBILITIES

12.01. Teaching Day

- a) Effective with the 2010-11 school year the teaching day shall not exceed seven (7) hours, twenty-five (25) minutes at the high school and middle school and seven (7) hours and twenty (20) minutes at the elementary, each of which includes at least a thirty (30) minute duty-free lunch period. Each member shall arrive at her/his assigned building fifteen (15) prior to student arrival time. During each teaching week as determined by the building site committee, at each building at least three (3) periods, in addition to planning periods, shall be used for meetings, addressing professional development, department/team meetings, RTI, IB, and team planning. The order and content of such daily meetings determined at the building level by the building principal and building staff. Each bargaining unit member may be given specific assigned duties during the 15 minutes prior to the convening of the regular class day and the 15-minute period after dismissal of students.
- b) Teachers will schedule non-emergency meetings to occur within two (2) school days of the principal's request for the meeting. Meetings with the principal addressing teacher performance will be conducted expeditiously. The teacher is entitled to representation.
- c) A special education teacher may request the assignment of permanent substitutes if available to provide class coverage for the preparation of IEP's by the teacher. During any month where one-third or more of the IEP's of the teacher's assigned students are expiring, the special education teacher will be given one or two days of release time to prepare IEP's or compensatory time if a substitute is not available.
- d) Any bargaining unit member who, upon request of the Superintendent, agrees to extend his/her teaching day beyond that of the regular day for his or her assigned building shall be paid in accordance with Article 7.01 (b) for each additional period taught.

12.02. Faculty Meetings

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

12.03. Homeroom

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

12.04. Planning

- a) Each teacher shall keep an outline of class procedure. A daily schedule which has been approved by the principal shall be filed in the office by September 30th of each school year. This will be an aid to the principal and supervisors.
- b) Teachers who will be absent from school due to illness or other reasons shall provide appropriate lessons for the substitute.
- c) Each teacher is responsible for the preparation and maintenance of a weekly lesson plan prepared in accordance with the course of study for the curriculum program established by the Board.
- d) The following shall be implemented with the start of the second semester/trimester of the 2007-08 school year:

Lesson plans will include components that reflect curriculum references, activities, and an assessment with an understanding that lesson plans for special education students are individualized according to IEP's and do not always reflect grade level indicators. Lesson plans will be submitted electronically to the building administrator. Lesson plans may be shared with parents by the building principal to address specific parent concerns and principals will notify teachers of these instances. The schedule of plan submission shall be determined by the Building staff. The TAEC shall review lesson plans by building for consistency of implementation and by DSC for consistency of intent.

12.05. Copyright

When available materials do not meet the needs of a teacher or his/her class, a teacher is encouraged to develop original materials. Such materials are the teacher's own property, and he/she retains all rights to them, except for the physical materials themselves, if produced on school paper or on school equipment. The provisions of ORC Chapter 2744 shall be followed with respect to the protection of teachers from claims of liability arising in connection with teacher use of District technology.

12.06. Grades

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

12.07. Communication

Teachers are expected to respond to email inquiries or requests from parents within two (2) school days. Teachers may refer parent emails to the building administration for response. Professional staff are to respond to emails from their colleagues within two (2) school days. TAEC shall review building experiences with email to insure consistency of implementation.

12.08. Interim Reports

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

ARTICLE XIII

SITE-BASED DECISION MAKING

13.01. District Site Committee

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

Superintendent (permanent member)

Teacher Members—Two (2) from each building in the District, appointed by the Association President, at least one of whom shall be a member of that building's site committee

Association President (permanent member)

Director of Operations (permanent member)

Six members from the Administration

Past Association President, if a change in officer from the previous year as an ex-officio member (unless otherwise appointed as a member)

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

Two parents selected by the Superintendent.

OAPSE will be afforded the opportunity to send two representatives

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

- b) The District Site Committee shall conduct an evaluation of its operation and membership composition annually. Any recommended change in membership composition shall be decided through the interest based bargaining process. The major focus of DSC should be to address and resolve instructional improvement issues and those operational issues which significantly affect instruction and learning. The co-

chairs may determine to convene additional meetings to address and resolve more routine operational concerns. At the first DSC meeting of each year, the DSC co-chairs will propose an agenda for that year, with particular emphasis on instructional improvement issues.

Discipline Communications Plan

Each building will be required annually to develop, articulate and evaluate a plan to describe how that building will communicate regarding student discipline issues, both day to day behaviors and extreme situations. The written plan will be developed through the building site committee and will be shared with the district site committee at the October DSC meeting. This plan will be shared with the entire building staff. If the building site committee determines it cannot develop such a plan, the district site committee will provide the support to complete and implement the plan.

- c) The District Site Committee shall hold monthly meetings - from August through June, with such additional meetings as agreed to by the Superintendent and Association President.
 - 1. Meetings, time, location and distributions of minutes will be determined in August.
 - 2. Co-Chair duties will be shared by the Superintendent and Association President on a rotating basis.
 - 3. Co-Chairs will establish joint agendas.
 - 4. Release time will be granted as necessary.

- d) The District Site Committee shall assume the following curricular responsibilities:
 - 1. Serve as a forum for teacher and parent participation in the review and revision of curriculum.
 - 2. Make recommendations to the Superintendent for the purchase of materials and supplies as related to graded courses of study.
 - 3. Review and make recommendations to the Superintendent regarding new and/or revised course and programs prior to their implementation.
 - 4. Investigate opportunities for marketing Oberlin's curriculum expertise to other district and make recommendations to the District Site Committee.
 - 5. Enforce firm timelines for curriculum development as set forth in Article VII, Section 7.06.

- e) The District Site Committee shall meet during the first two weeks in August to review class sizes and loads across the District including the schedules of traveling teachers (11.04(d)). DSC shall submit a preliminary report to the Board. The DSC shall meet again in September to review final enrollment and class size and load data and submit its final report on these matters.

13.02. Building Site Committee

- a) Each building will establish a Building Site Committee (BSC) annually by September 15. The committee will comprise a range of five to eight members including the building principal and OOEA bargaining unit members. The process of selecting the bargaining unit members will be determined by the site-based members. Each BSC will implement a plan for participation of parents and students in its activities. The Association and Board agree that improved training of DSC and BSC members is appropriate. The Superintendent and OOEA President shall identify an appropriate training resource. Subject to the availability of funds and personnel schedules, the Board and Association will make a good faith attempt to initiate and complete training activities by the end of the first semester of each contract year.
- b) Members volunteering to serve on the BSC should do so with the understanding that additional commitments of time will be required on their part. Additionally, it is hoped that members of the BSC will agree to serve for a minimum two-years and a maximum four-years as determined at the site.
- c) The decision rules for processing ideas are as follows:
 - 1. Within budgetary resources allocated to the site
 - 2. With consideration for effects on other sites
 - 3. Meets goals of site and district
 - 4. With consideration of board policies and state law
 - 5. Reached through consensus decision-making
- d) The BSC will review all ideas, seek additional resources where helpful, and invite discussion from all members of the staff. Once the BSC reaches consensus, its members will develop a plan for implementation. For purposes of this provision, the term "consensus" means that for those participating in the process, even if the solution is not the one a particular participant favors, it is an outcome he/she can live with and agrees to support to her/his colleagues. Each member of the BSC agrees to participate in the process in an open and enthusiastic manner and shares a responsibility to bring ideas and information to help the BSC reach a solution. When a matter is presented, the BSC shall establish a timeline for completion of the process. If consensus is not achieved in that time period, the matter shall be subject to resolution by the building principal. The OOEA building representative is expected to address BSC process

concerns with the building principal. If a majority of the BSC concludes that the consensus process is not functioning appropriately following the attempt by the OOEA building representative and the building principal to resolve the concerns, the OOEA President and Superintendent will be asked to provide support to improve the process.

1. Should the plan require a deviation from the Collective Bargaining Agreement, the BSC will present the proposal to the DSC for consideration. If affirmed by the district committee it will be brought to the site for discussion by the entire building staff. Prior to any waivers for contract deviation being instituted, a sample ballot stating the language changes, duration of changes, and explanation of the changes is to be provided to the site staff. The site staff may accept or reject the recommendations as stated on the ballot through a secret vote, monitored by the members of the OOEA on the BSC. An 80% affirmative vote of those members voting shall be required to deviate from any item or provision found in the master contract. The BSC, with input from the staff, will determine a method of evaluating the change. All waivers approved by the staff shall be signed by the members of the BSC. Copies will be sent to the Superintendent and President of the OOEA.
 2. Where the BSC agrees upon a decision, all members understand and agree that there is a shared responsibility and accountability for results of that decision.
- e) The only areas of the Collective Bargaining Agreement where waivers may be considered are as follows:

ARTICLE VII - CURRICULUM

- 7.05 Regular Teacher Compensation for Emergency Substitute Pay
- 7.06 Curriculum

ARTICLE X - CALENDAR

- 10.01 Calendar Days

ARTICLE XI - TEACHING CONDITIONS

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

ARTICLE XII - TEACHING DUTIES AND RESPONSIBILITIES

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

ARTICLE XIV - LEAVES

- 14.05 Professional Leave
- 14.14 Teacher Exchange

ARTICLE XXI - MENTOR TEACHER

22.01 Mentor Teacher Assignment

22.02 Mentor Eligibility Criteria

22.03 Mentor Teacher Role in Evaluation Process

- f) During spring 2008 the bargaining teams will meet to review the efficacy of the Building Site Committee process in light of the Section 12.01(a) morning meetings and monthly staff meetings and the ability of those times to accomplish the functions previously addressed by BSC.

ARTICLE XIV

LEAVE PROVISIONS

14.01. Sick Leave

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

The maximum sick leave accumulated shall be unlimited.

- b) Transfer - Any teacher who transfers from another Ohio school district shall be credited with the balance of accumulated sick leave up to the maximum accumulation in effect in the district at the time of transfer, upon presentation by the teacher of certification of such accumulated days.
- c) Credit - Fifteen (15) days' sick leave credit shall be advanced to each teacher as needed to be charged against subsequently earned leave. To be eligible for such an advance, the teacher must be on or convert to the 26 pay plan. If the teacher uses all or part of the fifteen (15) days of sick leave credit and terminates employment before such sick leave has actually accrued, the teacher shall reimburse the OCSD for the sick leave used but not earned.
- d) Notification - Teachers are to notify the substitute clerk the morning of their absence by the time specified by the Superintendent.
- e) Illness and Death - Teachers may be absent from regular duties because of personal illness or injury. In case of illness or death, all persons listed in the definition below for "immediate family" of the teacher shall be valid reasons for the use of sick leave by that teacher. "Immediate family" shall be interpreted to include father, mother, step-parents, brother, sister, husband, wife, child (includes step-children and foster children), domestic partner, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, uncle, aunt, and grandchild.
- f) All bargaining unit members shall receive a written notice three times per year of accumulated sick leave and at the end of the year a written notice of the number of days used that year and the total sick leave accumulation.

14.02. Personal Business Leave

- a) A maximum of three (3) days of personal business leave per school year may be granted to all teachers. Those employed for one-half (1/2) of the school calendar may apply for one and one-half (1-1/2) days of personal leave.
- b) Personal business leave days are non-cumulative. Personal business leave may be granted to permit the teacher to conduct personal business affairs or other emergency matters that cannot be scheduled and/or resolved outside regular school hours. Personal business leave days may not be taken for any purpose covered by any other form of leave available from the Board, including sick leave. Such leave should not be taken to extend vacations or holiday periods included in the school calendar. A teacher shall qualify for personal business leave prior to or after a vacation/holiday period when such leave is for purposes other than extending the vacation/holiday period, but must furnish a valid reason for requesting such leave.
- c) Written requests for personal business leave shall be presented to the building principal for transmittal to the Office of the Superintendent at least three (3) days prior to the start of the requested leave. In the event of an emergency, the teacher shall notify his/her immediate supervisor or the Office of the Superintendent of his/her intended use of personal business leave at the earliest possible time.
- d) Personal business leaves may be granted on the basis of ten (10) per school day in the District. They should be granted across school lines and not limited to a specific number per building.
- e) Additional personal business leave days, paid or unpaid, may be granted at the discretion of the Office of the Superintendent.
- f) Falsification of personal business leave is grounds for termination of employment.
- g) At the close of the school year, any teacher who has taken less than three (3) days of personal business leave during that year will have the remaining days added to her/his sick leave accumulation total as calculated under Section 14.01(a).
- h) Any teacher who exhausts personal business leave days may take additional paid days for observance of religious holidays on which the teacher's observance of his/her religion requires total abstinence from work. Any teacher who exhausts personal business leave days for religious observance may take up to two additional days for other personal reasons. Such added days will be charged to the teacher's accumulated sick leave.
- i) Annually the Treasurer shall prepare a report regarding the use of personal business leave. That report shall be reviewed by the building site committee and thereafter shared with the building faculty. For purposes of this section 14.02(i) all traveling teachers shall be assigned to a "site" by the Superintendent.
- j) Annually a statement shall be issued jointly by the Board and OOEA which sets forth the proper basis for using personal business leave emphasizing that personal business

leave is to be used only for personal business affairs or other emergency matters that cannot be scheduled and/or resolved outside of regular school hours, that personal business leave days may not be taken for any purpose covered by any other form of leave available from the Board including sick leave, and that personal business leave should not be used to extend vacation or holiday periods.

14.03. Maternity and Paternity

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

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

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

14.04. Pregnancy Disability

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

14.05. Professional Leave

- a) All teachers are encouraged to participate in professional activities of educational organizations which operate for the benefit of the Oberlin schools. These include membership and holding office in professional organizations, participation in curricula studies and educational leadership and experimental programs. Teachers are also encouraged to attend workshops and seminars and make visitations to other schools to study alternative learning and teaching methods, and to actively participate in meetings of local, state and national professional organizations which operate for the benefit of the schools.
- b) The payment of teachers' expenses for approved professional leave incurred in attendance at such meetings, seminars and visitations and the salaries of substitutes shall be carried by the Board as an in-service item. Permission to attend professional meetings must be obtained from both the principal of the teacher's building and the Superintendent. The IRS approved rate will be used for mileage.
- c) Reimbursement procedures are designed to encourage teachers to attend meetings that have been approved on the basis of activities that are specifically intended to make them more effective as representatives of the Board for improving the educational programs of the schools. The Superintendent will approve leave for delegates elected to attend other meetings, but without expense. Cost of the substitute necessary will be borne by the Board in such cases.
- d) On a pilot program basis for the 2007-08 school year, the equivalent of 0.64 of the BA base will be used to help fund the job-imbedded professional development time at the start of each day set out in section 12.01(a). During spring 2008 the bargaining teams will meet to review the efficacy of the use of those moneys, the ability of members of the Bargaining Unit to attend important professional development outside the District pursuant to the application process below, and determine whether and how to continue, modify or end the use of the 0.64 funds pilot program. Teachers who wish to attend a professional conference shall submit an application to the principal and building staff, who shall determine if the leave is to be approved and determine if funding can be secured. If the professional leave is approved but funds are not available, a teacher will be granted leave to attend the conference at her/his own expense with a substitute provided by the District. Annually each BSC will report to DSC on the use of

professional development funds at that building and present the building's plans for the following school year.

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

14.06. Assault Leave

- a) A teacher who is absent due to physical disability resulting from an assault which occurs in the course of Board employment or while in attendance at a school-sponsored or related activity is eligible for assault leave. Up to five (5) days of such leave will be provided to the teacher upon submission, to the Treasurer, on the form prescribed by the Board. A certificate from a licensed physician must be supplied before assault leave may be approved for payment.
- b) An additional ten (10) days of leave will be granted when the attending physician certifies that the physical disability resulting from the assault will endure for at least fifteen (15) school days from the date of the assault.
- c) Additional days of assault leave may be granted by the Board upon the written request of the teacher.
- d) Falsification of either a signed statement under (a) or a physician's statement is grounds for suspension or termination of employment pursuant to R.C. 3319.16.
- e) A teacher who has been physically assaulted by a student or a member of the student's family may request and shall be granted the transfer and/or removal of that student from his/her classroom for the balance of the semester, provided that the teacher's injuries from the assault required professionally rendered medical attention and provided further that the teacher has filed criminal charges against the student or family member.
- f) A teacher who has been the subject of a serious threat of severe bodily harm by a student, parent or guardian shall promptly report that threat to her/his building principal. With the agreement of the building principal, the teacher may be approved for up to five (5) days of assault leave. The teacher may request the transfer and/or removal of the student from her/his classroom, other forms of intervention for the student, classroom management assistance or the assignment of another adult to the classroom for up to the balance of the semester. The student is entitled to due process rights before a final decision on removal is made. Any such removal decision shall be made in accordance with the District's Code of Student Conduct. In accordance with Ohio law, if a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process within the classroom, the teacher may remove the student from curricular activities under the teacher's supervision and as soon as possible shall submit written reasons for the removal to the principal. If the principal reinstates the student to the curricular activity before any required hearing is conducted, the teacher will receive written reasons for reinstatement from the principal. By the end of September, 2007 (and reviewed each year) each building staff and principal will

develop a plan for the emergency removal of students when administrators are not available.

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

14.07. Sabbatical and Study Leave

- a) Certificated teaching personnel with at least four years of teaching service in the Oberlin Schools may be granted a leave of absence for one year or less of advanced professional study at a recognized college or university or other approved course of study upon meeting the following criteria:
 - 1. Application for study leave shall be made not later than March 15 of the school year preceding the time for which the leave is sought. If the leave is being requested for the second semester only, application shall be made no later than the first school day in October. The request must include the following:
 - i. A proposed program of unified college (graduate level) studies or independent study in an area related to professional education which is mutually agreed upon by the applicant and the Superintendent;
 - ii. A rationale indicating how the proposed course of study will benefit the individual in his/her area of teaching, and how the proposed course of study will benefit the OCS.
 - iii. Any other materials the applicant wishes to submit.
 - 2. Certified personnel seeking such sabbatical or study leave are eligible to have same granted by the Board upon the recommendation of the Superintendent in accordance with R.C. 3319.131 if the above criteria are met, and if there is available a satisfactory substitute, and if no more than five percent (5%) of the certificated staff is on such leave at any one time. The Superintendent will advise the applicant of his/her recommendation regarding the leave prior to Board action. The applicant may confer with the Superintendent to discuss the basis for his/her recommendation and shall have the right to be accompanied by a representative of his/her choice at such meeting.
- b) If the above criteria are satisfied, the Board may permit the sabbatical or study leave and, in granting such leave, shall grant a partial salary equal to the difference between the substitute's pay and the teacher's expected salary. For purposes of this provision only, the term "substitute" is defined as the least senior teacher as defined in Section 19.03(d) (3) within the area of certification of the teacher on sabbatical leave.
- c) Privileges, tenure and retirement rights shall be preserved for personnel on sabbatical or study leave. Sick leave shall not be accrued during the period of sabbatical leave. Credit shall be given on the salary schedule and seniority list as for regular teaching

service in the Oberlin Schools. The teacher may participate in the group insurance program, subject to the rules of the carrier, by paying all premium costs each month to the Treasurer. The teacher shall be eligible for tuition reimbursement as defined in Section 7.02.

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

14.08. Unpaid Leaves of Absence

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

14.09. Emergency Leave

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

14.10. Jury Duty

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

14.11. Absence

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

14.12. Military Leave

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

14.13. Resumption of Service

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

14.14. Teacher Exchange

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

14.15. Fringe Benefits

- a) In the event of a leave of absence granted as a result of the serious health condition of the teacher, spouse, child or parent of the teacher, the teacher shall be eligible for continuation, at Board expense, on the group hospitalization and major medical

coverages provided under this Agreement. Board payment toward the cost of such insurance coverages shall be at the level established under Article IX. Continuation, at Board expense of health insurance coverages during any period of unpaid leave of absence for any reason shall be for a period not to exceed a total of twelve (12) weeks in any school year.

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

ARTICLE XV

TEACHER EVALUATION PROCEDURE

No formative evaluations next year, 2010-2011

Teachers who would be on formative can choose to complete Form E but, they do not have to Rest stays the same

An eight member committee will be charged with the task of rewriting the current Evaluation Language with a completion date of March 31, 2011. At that time the rewritten Evaluation Language will be submitted to the bargaining teams for review and possible recommendation to the OOEA membership and The Board of Education for ratification.

The committee will consist of eight members, four appointed by the President of OOEA and four appointed by the Superintendent.

15.01. Introduction

- a) The ultimate goal of teacher evaluation is the improvement of the instructional program of the schools. The two basic elements of teacher evaluation in the Oberlin Schools are (1) provision of a systematic program on which administrators and teachers can rely for the improvement of teacher performance, and (2) provision of opportunity for fair and objective analysis of strengths and weaknesses in teacher performance.
- b) The basic responsibility of teachers is their own professional improvement. The basic responsibility of administrators is to provide the atmosphere for instructional and professional growth and development and to make the final decision regarding individual teacher performance in terms of recommending employment and tenure.
- c) Compliance with the evaluation procedure set forth below shall be deemed to satisfy the requirements of Revised Code § 3319.111 and shall supersede and take place of such statute.

- d) For a teacher initially employed by the OCSD after commencement of a school year, a teacher who returns to service from a leave of absence at any time other than the start of the school year, or a teacher who is away on an extended leave of absence during the year, the timelines set forth in Section 15.04 below will be followed unless the OOEPA President and Superintendent agree otherwise.

15.02. Who Will Be Evaluated

- a) The following teachers will be evaluated in accordance with the procedures herein. Such evaluations consist of two (2) formal observations and a written appraisal work sheet.

First-year teachers (i.e., teachers new to the Oberlin School system)

Second-year teachers

Teachers on new assignment

Teachers who may be eligible for Continuing Contract

Before a teacher is eligible to be recommended to the Board for continuing contract, a complete evaluation of that teacher must be completed in the year of such consideration. To facilitate completion of such evaluation the teacher must notify her/his building principal in writing of her/his interest in being considered at least ten (10) school days prior to the date for completion of the first step in the evaluation process. If such notice is not provided the teacher is not eligible to be considered for continuing contract status that school year.

The Central Office will make a good faith effort to notify teachers who, by reason of their years of service in the District, their years of teaching experience, license status, and course work completed might be eligible to be considered for continuing contract.

- b) All other teachers will be evaluated every fifth year, in accordance with those procedures. Additional evaluations of teachers other than those named above may be based on a teacher's request or through administrative prerogative.

15.03 Who Will Evaluate

- a) Evaluation Team.
The Administrative Evaluator, any Peer Appraiser(s) requested by the teacher being evaluated (as specified in 15.03 (b) below), any Administrative Co-Evaluator (as specified in 15.03 (c) below), and the teacher being evaluated shall comprise the Evaluation Team.

1. There shall be one evaluator designated for each teacher. This evaluator will be determined at the job target-setting conference and shall be a principal or

assistant principal. All participants at this conference shall be involved in the decision as to who the evaluator will be.

2. A bargaining unit member who works at more than one building shall have one appraisal process, one designated administrative evaluator, and shall be evaluated by the same criteria as a single building teacher. The principal of the building to which the traveling teacher is assigned in Article 11.04(e) is responsible for coordinating the job target-setting conference in that teacher's first year in the district. In subsequent years, the principal designated as the Administrative Evaluator is responsible for coordinating this conference. The responsibility for evaluations will be rotated annually among the building principals involved, in alphabetical order by building name. For experienced teachers covered by evaluation in Article 15.05, the Summative Evaluation will also rotate.

b) Teacher Peer Appraisers.

At any time, the teacher may select a fellow teacher to monitor the evaluation procedure, clarify job targets or to help resolve any conflicts between members of the Appraisal Team. The teacher selected by the evaluatee shall be given the opportunity to be a part of the observations and pre- and post-conferences. Observation reports shall be submitted by the teacher or team of teachers and placed with copies of completed Observation Reports and Appraisal Worksheets to be filed with the evaluatee's file. The teacher being evaluated may replace the peer appraiser at any time during the evaluation process.

c) Administrative Co-Evaluator.

At any time, an additional administrator may be added to the Evaluation Team with the mutual consent of the other members of that Evaluation Team.

15.04. Evaluation Procedure for bargaining unit members in their first three years in the OCSD.

a) Overview.

Such evaluations shall consist of a Job Target Setting Conference, two (2) or four (4) Formal Observations, and a final Summative Conference. The forms to be used are the Evaluation Action Plan (Form A), Pre-observation Discussion Guide (Form B), the Observation Record (Form C), Intervention Plan (Form D), Annual Self-Reflection Narrative (Form E), and the Summative Evaluation Report (Form F). A listing of the "Components of Professional Practice" as detailed in Charlotte Danielson's *Enhancing Professional Practice: A Framework for Teaching*, 1996 (Appendix 1) is provided as a resource to all members of the Evaluation Team.

b) Timeline:

No later than September 20:	Job Target-Setting Conference This conference may take place during or after the Final Summative Conference of the previous school year for teachers who will be in their second or third year of employment in the Oberlin Schools.
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No later than November 15:	First Formal Observation
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|---------------------------|---|
| No later than February 1: | Second Formal Observation |
| No later than March 15: | Third and Fourth Formal Observations*
*These two observations only if so designated for the
evaluatee, on the Observation Record (Form C) of the
Second Formal Observation, in 15.04(d)3(iii.) |
| No later than March 30: | Final Summative Conference |

c) Job Target-Setting Conference

1. Participants shall be the bargaining unit member being evaluated, any peer appraisers selected by the bargaining unit member, and the building principal and/or assistant principal. If the evaluatee teaches at more than one building, a principal/assistant principal from each other building shall be invited to participate.
2. The following decisions shall be made at the Job Target-Setting Conference and recorded in the Evaluation Action Plan (Form A) which shall be signed by all conference participants:
 - i. Identification of the Administrative Evaluator and members of the Evaluation Team. An Administrative Co-Evaluator may be added at this time, as designated in Article 15.03 (c).
 - ii. Explain the procedures that will be followed during the evaluation process.
 - iii. Set two to four job targets. Job targets shall be selected by the Evaluation Team from the four domains of "Components of Professional Practice" by Charlotte Danielson (Appendix 1). At least one of the job targets shall be selected from Domain 3. In the case of a bargaining unit member not primarily involved in direct instruction, job targets may be selected from any of the domains as are pertinent to the job assignment. Alternate "Components of Professional Practice" may be developed and used for positions outside of direct instruction, e.g. librarian/media specialist, guidance counselor, etc., as agreed upon by the Evaluation Team. Alternate "Components of Professional Practice" documents shall be submitted to the Superintendent's office where a resource file will be maintained.
 - iv. Set tentative dates and times for the two first semester (by February 1st)

Formal Observations.

d) Formal Observations

A formal observation includes the following components: a Pre-observation Conference, the Observation Period, and a Post-observation Conference.

1. The Pre-observation Conference is a time to facilitate/promote dialogue in preparation for the Observation Period and shall take place not more than two

days prior to the Observation period. All members of the Evaluation Team will be invited to this conference. The timeline may be altered in the case of extenuating circumstances, with the mutual agreement of the members of the Evaluation Team. The Pre-observation conference shall include:

- i. Discussion using the Pre-observation Discussion Guide (Form B).
 - ii. Identification of which components of professional practice will be observed and discussion of the methods of observation to be used.
 - iii. Review of the plan for the lesson being observed as prepared by the evaluatee, the teacher's written discipline plan, and seating chart (if applicable).
2. The Observation Period is a time period during which the Administrative Evaluator and any Administrative Co-Evaluator and/or Peer Appraiser do a direct observation of the teacher implementing a lesson or other action that has been agreed upon. The following criteria shall be met:
- i. The observation period shall be tentatively scheduled at the Job Target-Setting Conference. Any changes shall be made not less than two days in advance unless mutually agreed upon by members of the Evaluation Team.
 - ii. The length of the observation shall correspond to a complete lesson or be modified by mutual agreement but will in no case be less than 30 minutes.
 - iii. All formal classroom observations of the work performance of a teacher will be openly conducted and with full knowledge of the teacher.
3. The Post-observation Conference is a time for professional dialog to share and analyze the activities that occurred during the Observation Period and shall take place not more than five days after the Observation Period. This Post-observation Conference shall include:
- i. Discussion based on the Observation Record(s) (Form C) of the Administrative Evaluator and any Administrative Co-Evaluator and/or Peer Appraiser
 - ii. Identification of progress made on job targets. The evaluatee is encouraged to bring documentation of this progress, if applicable. Refinement of job targets if requested by any member of the Evaluation Team.
 - iii. The Administrative Evaluator will designate on the Observation Record (Form C) if s/he has determined to include the Third and Fourth Formal Observations in the evaluation process for this evaluatee and provide reasons in writing on that form for this decision.

- iv. If the performance of the evaluatee is marginal or unsatisfactory, the administrative evaluator will so indicate orally and in writing on his/her Observation Record of the Second Formal Observation. An Intervention Plan will be developed at this conference or at a conference designated for this purpose to be held no later than two weeks from the date of the Second Formal Observation and to which all members of the Evaluation Team will be invited. The Intervention Plan (Form D) will identify areas of deficiency, steps to be taken to address deficiencies, refinement of job targets, and support that will be provided to the evaluatee. The Intervention Plan will require the Third and Fourth Formal Observations and will be in effect for the remainder of the school year.
 - v. Distribution of copies of all written Observation Records (Form C) to all members of the Evaluation Team. All Evaluation Team members shall sign these forms. Signing is acknowledgment of having seen the material and does not indicate agreement or disagreement with the contents.
- e) The Final Summative Conference will include all members of the Evaluation Team and is a time for professional dialog to reflect on professional growth during the year and progress made on job targets. When extenuating circumstances prevent all members of the Evaluation Team from attending the scheduled Final Summative Conference, the March 30 timeline may be altered with the mutual agreement of Evaluation Team members. This conference shall include:
- 1. Distribution and review of the Annual Self-Reflection Narrative (Form E or other written format) by the evaluatee to all members of the Evaluation Team. The narrative shall include a brief written summary of his/her teaching year with reflections on the "Components of Professional Practice" (Appendix 1). At the teacher's discretion, this Annual Self-Reflection Narrative shall be included with the final Summative Evaluation Report (Form F). The use of Form E for this narrative is optional; the form outlines a suggested guideline for bargaining unit members choosing to submit this narrative in another written format.
 - 2. Distribution and review of the Summative Evaluation Report (Form F) prepared by the administrative evaluator to all members of the Evaluation Team. This form includes a review of progress made on the evaluatee's job targets and a commentary on overall performance related to the "Components of Professional Practice."
 - 3. Notification to the evaluatee if the administrative evaluator is recommending nonrenewal or termination.
 - 4. Identification of the status of the bargaining unit member for the following year's Evaluation Procedure including, for traveling teachers, the identification of the Administrative Evaluator.
 - 5. Optional but recommended: Brainstorm job targets for the next year if this bargaining unit member is scheduled for evaluation for the following year. If feasible, complete the requirements of the Job Target-Setting Conference. The

September Job Setting Conference for the following year may be waived if the requirements of that conference are completed at this conference or at another conference set for this purpose prior to the end of the school year.

15.05. Evaluation Procedure for bargaining unit members after three years in the OCSD.

a) Overview.

In the belief that professional growth is ongoing, all bargaining unit members will participate annually in the Evaluation Process. Formative Evaluations provide a means for administrators and bargaining unit members to collaborate on improving instruction through professional growth activities of the evaluatee. Summative Evaluations, every fourth year, provide a more formal structure of staff appraisal that is based on classroom instruction.

Such evaluations shall be on a four-year cycle of three years of Formative Evaluations and one year (the fourth year) of a Summative Evaluation. The Formative Evaluation Year shall consist of an Annual Professional Goal Setting Conference and a final Annual Reflective Conference. The Summative Evaluation Year will encompass the requirements of a Formative Evaluation Year and shall also include one (1) or two (2) Formal Observations or a mutually agreed upon Alternative Evaluation. A Summative Evaluation will occur for bargaining unit members in a new assignment or if eligible for continuing contract as well as every fourth year for all teachers after meeting the requirements of Article 15.04.

The forms to be used annually are the Annual Professional Growth Plan (Form G) and the Annual Self-Reflection Narrative (Form E). The forms to be used in years with a Summative Evaluation also include the Pre-observation Discussion Guide (Form B), the Observation Record (Form C), or the Alternative Evaluation Plan (Form H), if applicable, and the Summative Evaluation Report (Form F). The Formative Evaluation Report (Form J) will be used in years of a Formative Evaluation.

b) Timeline:

No later than October 15: Annual Professional Goal Setting Conference

During the first semester: Formal Observation or Alternative Evaluation Conference

For teachers in the Summative Evaluation Year

No later than March 15: Second Formal Observation or Second Alternative Evaluation Conference
This second observation/conference only if so requested by Evaluatee or Administrative Evaluator and designated for the evaluatee on the Observation Record (Form C) of the first Formal Observation or at the first Alternative Evaluation conference.

No later than May 31: Reflective Conference

Annual Self-Reflection Narrative (Form E or other written format) due at least five days prior to conference.

c) Annual Professional Goal Setting Conference

1. Participants shall be the bargaining unit member, the building principal, any peer appraiser, and/or any other bargaining unit member collaborating on professional growth goals.
2. The following decisions shall be made at this meeting:
 - i. Identification of the members of the Evaluation Team. An Administrative Co-Evaluator may be added at this time, as designated in 15.03 (c).
 - ii. Explain the procedures that will be followed during the evaluation process. Establish whether this is a Formative or Summative year in the Evaluation Cycle. Determine any Alternative Evaluation for the Summative Year by mutual agreement.
 - iii. If this is a Formative year, the teacher shall provide an outline of planned activities for the year related to one or two professional development goals. This plan may be individual or collaborative. The written Annual Professional Growth Plan (Form G) shall include a general timeline of activities; any request for administrative support, assistance, and/or feedback; the responsibilities of teacher, administrator, and any collaborating bargaining unit member(s); and, the means for reporting results. Professional development activities could include, but are not limited to curriculum projects, professional reading or writing, coursework or workshops, classroom visitations, etc.
 - iv. If this is a Summative year, in addition to all the decisions listed in 14.05 (c) (iii) above, the tentative date(s) and time(s) for the Formal Observation shall be set and recorded on the Annual Professional Growth Plan (Form G).
 - v. Alternative Evaluation. In a Summative year, the Evaluatee and the Administrative Evaluator, may mutually agree to an Alternative Evaluation that is classroom instruction based, including, but not limited to: video/audio analysis, in-depth self-analysis, peer coaching, portfolio assessment, action research, study group, etc. The Alternative Evaluation Plan (Form H) must be completed and signed during this Annual Professional Goal-Setting Conference and shall replace the Formal Observation of the Summative Evaluation procedure for that year. The Alternative Evaluation Plan (Form H) shall include a timeline of activities for the year including one Alternative Evaluation Conference for members of the Evaluation Team during the school year. A file shall be kept in each building and on the district website with materials useful for Alternative Evaluations.

- vi. In the event two or more bargaining unit members wish to do a collaborative Alternative Evaluation, the Summative Year cycle can be adjusted to facilitate this collaboration with the mutual agreement of the Administrative Evaluator and the bargaining unit member.

d) Formal Observations

A formal observation includes the following components: a Pre-observation Conference, the Observation Period, and a Post-observation Conference. The experienced teacher evaluatee is invited to be a partner in this summative process and has the option of completing the same forms as the Administrative Evaluator and the other Evaluation Team members. These self-evaluation documents shall be included in the final evaluation packet if the evaluatee so chooses.

1. The Pre-observation Conference is a time to facilitate/promote dialogue in preparation for the Observation Period and shall take place not more than two days prior to the Observation period. All members of the Evaluation Team will be invited to this conference. The timeline may be altered in the case of extenuating circumstances, with the mutual agreement of the members of the Evaluation Team. The Pre-observation conference shall include:
 - i. Discussion using the Pre-observation Discussion Guide (Form B).
 - ii. Identification of which components of professional practice will be observed and discussion of the methods of observation to be used.
 - iii. Review of the plan for the lesson being observed as prepared by the evaluatee, the teacher's written discipline plan, and seating chart (if applicable).
2. The Observation Period is a time period during which the Administrative Evaluator and any Administrative Co-Evaluator and/or Peer Appraiser do a direct observation of the teacher implementing a lesson or other action that has been agreed upon. The following criteria shall be met:
 - i. The observation period shall be tentatively scheduled at the Annual Professional Goal-Setting Conference. Any changes shall be made not less than two days in advance unless mutually agreed upon by members of the Evaluation Team.
 - ii. The length of the observation shall correspond to a complete lesson or be modified by mutual agreement but will in no case be less than 30 minutes.
 - iii. All formal classroom observations of the work performance of a teacher will be openly conducted and with full knowledge of the teacher.
3. The Post-observation Conference is a time for professional dialog to share and analyze the activities that occurred during the Observation Period and shall take

place not more than five days after the Observation Period. This Post-observation Conference shall include:

- i. Discussion based on the Observation Record(s) (Form C) of the Administrative Evaluator, any Administrative Co-Evaluator, any Peer Appraiser, and the evaluatee.
- ii. Identification of progress made on professional development goals. The evaluatee is encouraged to bring documentation of this progress, if applicable.
- iii. The evaluatee or the Administrative Evaluator may request a second observation. The Observation Record (Form C) will designate whether a second observation will be held with written reasons.
- iv. If the performance of the evaluatee is marginal or unsatisfactory, the administrative evaluator will so indicate orally and in writing on his/her Observation Record of the Second Formal Observation and shall proceed under the provisions of Article XXI.
- v. Distribution of copies of all written Observation Records (Form C) to all members of the Evaluation Team. All Evaluation Team members shall sign these forms. Signing is acknowledgment of having seen the material and does not indicate agreement or disagreement with the contents.

e) Annual Reflective Conference.

The Annual Reflective Conference will include all members of the Evaluation Team and is a time for professional dialog to reflect on professional growth during the year and the activities/goals established in the Annual Professional Growth Plan. This conference shall include:

1. Formative Year.
 - i. Discussion of the Annual Self-Reflection Narrative (Form E or other written format) submitted by the evaluatee to all members of the Evaluation Team at least five (5) days prior to the conference. The Annual Self-Reflection Narrative shall include a summary of the professional growth accomplishments for the year with a focus on the goals and activities set on the Annual Professional Growth Plan. The use of Form E for this narrative is optional; the form outlines a suggested guideline for bargaining unit members choosing to submit this narrative in another written format.
 - ii. The Formative Evaluation Report (Form J) indicating progress on goals through completion of activities shall be completed and signed. The evaluatee shall designate whether the Self-Reflection Narrative shall be

attached to the Summary Form. If the evaluatee chooses not to include the Self-Reflection Narrative, all copies shall be returned to him/her.

2. Summative Year. In addition to the discussion of the Self-Reflection Narrative as described in 15.05(e)1 above, the Administrative Evaluator will present on the Summative Evaluation Report (Form F) a written description of progress made on the evaluatee's professional growth goals and a commentary on overall performance related to the "Components of Professional Practice" for the Evaluation Team to review.
3. Identification of the status of the bargaining unit member for the following year's Evaluation Procedure.
4. Optional but recommended: Brainstorm professional growth goals for the next year. If feasible, complete the requirements of the Annual Professional Growth Goal-Setting Conference. The Fall Goal-Setting Conference for the following year may be waived if the requirements of that conference are completed at this conference or at another conference set for this purpose prior to the end of the school year.

f) Professional Improvement.

An administrator may proceed with the provisions of Article XXI at any time if a teacher's performance is deemed to be marginal or unsatisfactory.

g) Summative Evaluation Phase-in for Experienced Teachers.

The following table identifies the school year for the first Summative Evaluation for teachers who have three or more years experience in the OCSD as of the beginning of the 2003 school years. A first Summative Evaluation will occur for bargaining unit members in a new assignment or if eligible for continuing contract during the phase-in period.

School year of last Oberlin Formal Evaluation: School year for first Summative Evaluation:

1998-1999	2003-04
1999-2000	2004-05
2000-01	2005-06
2001-02, 2002-03	2006-07

The four-year cycle will be fully in effect beginning with the 2006-07 school year.

Evaluation of Speech Therapist

OEOA recognizes that the Director of Pupil Services has a more comprehensive understanding than building principals of the duties and responsibilities of the district's Speech Therapist. For this reason, OEOA agrees to the evaluation of the district Speech Therapist by the Director of Pupil Services. OEOA and the Board mutually agree that the evaluation of the district Speech Therapist will be done by the Director of Pupil Services and this agreement shall apply only for the duration of the Master Agreement currently in effect (04-06).

15.06 Forms

- a) Copies of Forms. Each bargaining unit member shall receive copies of all completed forms completed as part of his/her Evaluation Process.
- b) Only the forms identified in this Article shall be considered part of the evaluation process. Forms are posted on the district web-site "Teacher Evaluation Procedure Forms". These forms will be filed in the bargaining unit members' personnel file at the Board when the annual process has been completed (Subject to 15.05 (e) (1) (ii), 15.04 (e) (1)).
- c) A signature on any form indicates only that the completed form has been seen and does not necessarily mean agreement. Bargaining unit members have a right to a written rebuttal to any evaluation document. That rebuttal shall be attached to the document in question.
- d) "Days" in Article 15 shall mean Monday through Friday, excluding holidays, calamity days, and the period of the District's spring and winter breaks.

15.07. Conclusion

- a) The evaluation process shall be conducted openly and with full knowledge of the bargaining unit member being evaluated.
- b) Informal Observations
 - 1. Informal observations are actions, concerns, and commendations that may arise outside the formal evaluation process. Informal observations may occur at any time in which the bargaining unit member is performing duties related to his/her job description.
 - 2. In the event an administrator draws negative conclusions about a bargaining unit member's performance from any informal observation, the administrator shall meet with that staff member in a timely fashion and provide him/her an opportunity to respond. In the event, the administrator deems this deficiency to be of a critical nature or an ongoing concern, the observations and conclusions shall be presented to the teacher in writing within 10 days and prior to being placed in the personnel file. The teacher may have a discussion with the administrator and/or file a response after receipt of the written document.
 - 3. When information comes from a secondary source, it is the responsibility of the evaluator to verify the information, to identify the source and to share the information with the evaluatee as soon as possible to give the evaluatee a chance to respond.
- c) Unresolved Conflict.

In the event of unresolved conflict between members of the Evaluation Team, a Review Board may be designated to study the situation and present its conclusions to the Superintendent. The President of the Association at the request of the teacher being evaluated and the Superintendent shall each designate one person to serve on the Review Board.

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

ARTICLE XVI

GRIEVANCE PROCEDURE

16.01. Definitions

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

16.02. Rights of the Grievant and the Association

- a) A grievant may appear on his/her own behalf and at his/her sole discretion may be accompanied at any time at all steps of the grievance procedure by a representative of the Association or by any person of his/her choice; however, at Step II of the procedure, the grievant may be accompanied by a representative of the Association and by any person of his/her choosing. In the event the grievant intends to be accompanied by another person in addition to the Association representative, he/she shall notify the superintendent or his/her designee of this fact at least forty-eight hours in advance of the Step II meeting. In the event the Superintendent and his/her designee intends to be accompanied at the Step II meeting by a person other than a member of the administration of the Oberlin Schools, he/she shall notify the grievant of this fact at least twenty-four hours in advance of the Step II meeting.

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

16.03. Time Limits

- a) The number of days indicated at each step in the procedure shall be the maximum.
- b) If the grievant does not file a grievance in writing within twenty (20) days after occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- c) If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step, and further appeal shall be barred.
- d) Failure at any step of these procedures to communicate in writing the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- e) All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested, with the date of receipt recorded thereon. Where hand delivered, receipt shall be acknowledged with each party signing duplicate copies. Time shall be computed from the date of posting for the sender and from receipt for the receiver. The Association shall receive copies of all notices, and where not a direct participant in the proceedings may nevertheless be heard in support of or opposition to the grievances.
- f) Every effort will be made to process grievances to a satisfactory conclusion by the end of the school year. During the summer months, either party may extend the time limits by no more than ten (10) days. These time limits may be extended further by agreement of both parties.
- g) Hearings under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not between the hours of 7:30 a.m. and 4:00 p.m. on teacher working days, unless mutually agreed to by the parties during non-classroom hours.

16.04. Grievance Procedure

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

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

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

16.05. Release Time for Grievance Arbitration

Release time shall be given for grievance arbitration hearings for the OOEA President, grievance chairperson, grievant(s) and witnesses at no loss of pay or benefits. The Board shall

provide for substitutes as needed and shall pay the cost of substitutes for the OOE resident, grievance chairperson and one (1) grievant. The OOE shall pay the cost of substitutes for any additional grievants and/or witnesses.

16.06. Grievance Procedure Forms

Grievance Report Form – Step I

Grievance No. _____

Distribution of Form:

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

Building Assignment

Name of Grievant Date Filed

A. Date Cause of Grievance Occurred _____

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

2. Relief Sought

Signature of Grievant Date

Signature of Supervisor Date

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

Signature of Supervisor Date

Signature of Grievant Date

Grievance Report Form – Step II

Grievance No. _____

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

Distribution of Form:

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

Building	Assignment
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Name of Grievant	Date Filed
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A. Date Cause of Grievance Occurred _____

1. Reasons why grievance is now at Step II

2. Restatement of grievance

3. Relief sought

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

Signature of Supervisor	Date
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Signature of Grievant	Date
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Grievance Report Form – Step III

Grievance No. _____

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

Distribution of Form:

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

Building Assignment

Name of Grievant Date Filed

A. Date Submitted to Superintendent _____

1. Reasons why grievance is now at Step III

2. Restatement of grievance

3. Relief sought

Signature of Grievant Date

B. Date Received by Treasurer

Signature of Treasurer Date

ARTICLE XVII

VACANCIES AND TRANSFERS

17.01. General

- a) All teachers are subject to assignment by the Superintendent pursuant to Ohio Revised Code § 3319.01. Recommendations from the building principal and preference of the individual teachers will be considered in making assignments.
- b) The Article XXIV process shall be employed in interviewing internal and external applicants for vacancies. All properly certified internal applicants will be interviewed for the vacancy, as will those who have retired from the District in the last two (2) years.

17.02. Voluntary Transfer

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

17.03. Involuntary Transfer

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

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

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

17.04. Vacancies

- a) Written notice of all certificated job openings within the District shall be posted within two (2) days of the declared opening at each school building and at the Board office for ten working days. The notice should be placed in the main office of each building in a clearly visible spot for easy viewing of all personnel. Concurrently, the vacancy will be posted externally. During the summer vacation, job vacancies will be posted through e-mail to all employees. Teachers who request notices of vacancy in any particular area or areas of certification or building before the end of the school year shall be contacted promptly, by mail or telephone, and advised of the vacancy. Between August 1 and the start of the school year this notification shall be in lieu of the ten day internal posting.
- b) The Administration commits to promptly provide notice of tentative job vacancies which the Administration believes will be filled either in the year in which the tentative vacancy arises or for the subsequent school year. The Administration commits, as well, to work promptly to fill the vacancy. In the event a tentative vacancy arises between Board meetings, the Administration, if it would recommend filling of the position, will provide notice of a tentative vacancy, with the indication that same is posted "pending Board approval to fill the position."
- c) The Association commits and agrees to assist the Administration in promptly filling both tentative and declared vacancies. In particular, the Association, through its President, will assist the Administration in notifying potentially interested teachers of vacancies which arise after August 1 or during the school year and agrees that the Administration, after attempting to notify such teachers, may act promptly to fill such late arising vacancies.

ARTICLE XVIII

RETIREMENT AND SEVERANCE PAY/RETIREMENT INCENTIVE PROGRAM

18.01. Cash Payment for Sick Leave Credit

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

ARTICLE XIX

REDUCTION IN FORCE

19.01. Staff Reduction

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

19.02. Attrition

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

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

19.03. Layoffs

- a) Reduction under this procedure which cannot be achieved through attrition will be conducted through suspension first of teachers holding limited contracts and then of teachers holding continuing contracts.
- b) All forced reductions of teachers on continuing contract shall be accomplished in accordance with Ohio Revised Code Section 3319.17.
 - 1. In the event the bargaining unit is reduced through attrition, the Superintendent will advise the Association President of the reduction within fifteen (15) days of its occurrence.
 - 2. Not less than twenty (20) days before the Board acts to implement a reduction in force under this procedure, the Superintendent shall notify the Association President of the reduction. At the request of the Association President and prior to Board action to implement a reduction, a meeting shall be held between representatives of the Association and representatives of the Board to discuss the reduction. Not less than five (5) days prior to Board action, the Superintendent shall advise the Association President of the identity of teachers to be laid off by contract suspension.
 - 3. As regards teachers on limited contract, lay-offs shall be implemented based on seniority and certification/licensure and HQT status, pursuant to the procedures set forth below in paragraph 19.03(d) below. Exceptions to that procedure are permitted only where the Board clearly demonstrates reason to deviate from that procedure to achieve recognized educational goals.
- d) All certificated teaching personnel, save those employed as casual day-to-day substitutes, long-term substitutes as defined in Article 7.01(d), and second semester hires as defined in 19.04, are covered by the procedures specified below:
 - 1. Reductions under this procedure shall be made by suspending contracts of employment. Board action to implement a reduction in force shall occur prior to April 30 in the school year preceding the year in which the reduction is to take effect.
 - 2. Seniority will be applied as follows:
 - i. All certified/licensed teachers shall be placed on a seniority list within their certification/licensure area. When a reduction in force is implemented, the seniority list shall govern matters of retention and recall, subject to the exceptions regarding limited contract teachers provided for above and the requirements of paragraph (2)(ii) below.

- ii. Limited contract teachers are qualified for retention in any of their area(s) of certification and teaching assignment (elementary, middle school and high school) in which they have taught successfully for at least one (1) full school year in the last five (5) in the OCSD. A limited contract teacher is eligible for retention in an area of teaching assignment (elementary, middle or high school) and/or area of certification in which he/she has not taught successfully for at least one (1) full school year in the last five (5) in Oberlin provided he/she has completed three (3) semester or equivalent quarter hours in a course or courses mutually agreed upon by the teacher and Superintendent prior to teaching in that area.
3. Seniority as used in this provision shall be determined by the length of continuous service to the OCSD. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by:
 - i. The date of the Board meeting at which the teacher was hired; then
 - ii. The date the first job application form was received by the Board office within the two (2) year period preceding the effective date of the teacher's first teaching contract with the Board; then
 - iii. By lot
4. Length of continuous service will not be interrupted or affected by authorized leaves of absence provided that the time spent on unpaid leave shall be deducted when computing continuous service. Time spent on lay-off up to two (2) years shall not constitute a break in continuous service, but time spent on a lay-off shall be deducted when computing the employee's continuous service. Part-time teachers shall receive pro-rated service credit (i.e., 1/2 time equals 1/2 year of service).

19.04. Recall

- a) Continuing contract teachers whose contracts are suspended in a reduction in force shall be so notified immediately in writing and placed upon a recall list compiled from the seniority list provided for above. A continuing contract teacher whose name appears on the recall list shall be offered re-employment if and when a position becomes available for which he/she is certified in the order of seniority at the time the contract was suspended due to a reduction in force. No new teachers shall be employed by the Board and no limited contract teachers on lay-off shall be recalled, while there are continuing contract teachers on the recall list who are certified for any opening in a teaching position.
- b) Teachers whose contracts are suspended due to a reduction in force shall be so notified in writing and placed on a recall list compiled from the seniority list provided for above. A limited contract teacher whose name appears on the recall list shall be offered re-employment when a position becomes available for which he or she is certified, subject to the exceptions provided for in paragraph 19.03(c)(3) above, and subject to the requirement that the individual to be recalled is qualified, i.e., has taught successfully in

that area of certification and teaching assignment (elementary, middle or high school) for at least one (1) full school year in the last five (5), preceding his/her layoff in the OCSD.

A limited contract teacher is eligible for recall in an area of certification and teaching assignment (elementary, middle or high school) despite not having taught successfully in that area one (1) year in the last five (5) in Oberlin, provided he/she agrees to and does complete three (3) semester or equivalent quarter hours in a course mutually agreed upon by the teacher and Superintendent, to be completed not later than April 1 of the first year of recall. In the case of a recall after the start of the school year, the date of completion shall be mutually agreed upon by the teacher and the Superintendent.

Subject to these requirements, limited contract teachers on the recall list shall be offered reemployment to positions for which they are certified in the order of seniority at the time their contracts are suspended due to a reduction in force. No new teachers shall be employed by the Board where there are limited contract teachers on the recall list who are certified for any opening in a teaching position.

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

The Association shall have fifteen (15) days from the date of receipt of the list to challenge and/or question the seniority rankings reflected by the list. The Association and Superintendent or his/her designee will meet to discuss questions or problems. When "tie-breaker" data is unavailable, the teachers affected, the Association and Superintendent or designee will try to resolve the problem. If agreement cannot be reached, ties will be resolved by coin flip. Any agreement reached to break ties or resolution through coin flip shall be final and binding on the Board, administration, teacher(s) affected and the Association, and not subject to grievance or other legal challenge.

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

- f) When a certificated teaching position becomes vacant or is newly created, such position shall be filled first from teachers eligible for recall.
- g) Teachers remaining on the recall list shall be given professional consideration over substitute and part-time teachers. However, employment as a substitute teacher shall not disqualify a teacher from retention on the recall list or recall to a certificated teaching position as one becomes available. Likewise, acceptance of recall to a part-time position by a teacher who, prior to the reduction in force, occupied a full-time position, shall not disqualify that teacher from eligibility for recall to a full-time position. The OCSD will not challenge the unemployment compensation eligibility of a teacher affected by RIF procedure.
- h) During the period of recall rights, a teacher may participate in the group insurance program, if the rules of the carrier permit, by paying all single or family premium costs on a monthly basis to the treasurer.
- i) A one (1) semester leave replacement teacher or any teacher whose employment begins after January 15 of any school year shall not be placed on the recall list for the succeeding year except if the teacher was already on the recall list and agreed to take this assignment voluntarily.

However, any bargaining unit member hired under the above conditions who is reemployed in either of the two succeeding school years shall be given seniority back to the original hire date and appropriate salary schedule credit given for their previous work in the bargaining unit.

All leave replacements for more than one semester shall be granted recall rights for the succeeding school year in accordance with Section 19.04 of the Collective Bargaining Agreement. Teachers employed to fill a vacancy for the balance of the year and whose employment begins prior to January 15 of any school year shall be granted recall rights for the succeeding school year in accordance with Section 19.04 of the Collective Bargaining Agreement.

19.05. Recall Procedure Exclusions

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

ARTICLE XX

NONRENEWAL PROCEDURE

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

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

Should the Board and the teacher mutually agree to wait until the Board's next meeting, the teacher modifies his/her right to notice of nonrenewal on or before April 30 to the right to notice of nonrenewal on or before May 31.

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

ARTICLE XXI

PROFESSIONAL IMPROVEMENT

The contract of a teacher in the Oberlin Schools may not be terminated except for gross immorality; for willful and persistent violations of reasonable regulations of the Board; for other good and just cause, or for unsatisfactory teaching performance. All terminations shall be accomplished in accordance with the procedures established in Revised Code Sections 3319.16 and 3319.161. The

referee shall apply the grounds above set forth in place of those specified in R.C. Section 3319.16. Nonrenewals of limited contracts shall continue to be governed by the provisions of R.C. Section 3319.11.

21.01. Unsatisfactory Teaching Performance Definition

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

21.02. Contract Termination Procedure

- a) Before acting to terminate any teacher’s contract for unsatisfactory teaching performance, the Board shall comply with the process set forth in Section 21.03 below. The procedures set forth in Section 21.03 below will be followed only in instances where a termination for unsatisfactory teaching performance is contemplated.
- b) Before presenting a recommendation to the Board for termination of a teaching contract for unsatisfactory teaching performance, the Superintendent, upon the recommendation of the building principal, will provide the teacher with a written notice, which notice will include the following:
 1. The specific deficiency or deficiencies identified in the process set forth in Section 21.03 below that have not been corrected and which demonstrate ineffectiveness of performance of teaching duties; and
 2. The process prescribed and recommended pursuant to Section 21.03 to correct such deficiency or deficiencies.

21.03. Professional Improvement Process

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

- a) Method of Appraisal and/or Evaluation:
 1. The program of professional staff appraisal and evaluation will be accomplished using the evaluation procedures set forth in Article XV.
 2. The program of professional staff appraisal and/or evaluation consists of observations of the teacher’s performance of assigned teaching duties, exclusive of supplemental contract responsibilities. To be employed in a termination for unsatisfactory teaching performance, such appraisals and/or observations must be written and shared with the teacher.
- b) Frequency of Observations:

1. Before the Board initiates a contract termination for unsatisfactory teaching performance, the teacher will have been observed in a classroom setting or equivalent setting a minimum of three times in three different months within the past twelve calendar months.
2. No more than four observations during a semester will be conducted. However, the individual teacher and the evaluator mutually may agree upon additional observations.

c) Report of Observations:

1. Reports of the observation shall be in accordance with Article XV.
2. A teacher, by signing copies of the written report, acknowledges only that the teacher has read and received a copy of the report.
3. The teacher shall be given the opportunity to submit a written response to the report, which response will be placed in the teacher's personnel file. This response will be made within five (5) school days from receipt of the report and will be attached to the original report. An additional five (5) school days for submission of the response is available provided the teacher notifies the observer that the teacher intends to submit such a response.
4. The evaluation documents and any teacher responses, a full record of the recommendations for improvement made to the individual teacher, the assistance suggested and offered to the individual teacher, and any subsequent changes reported in the individual's performance will be maintained in the personnel file for each individual. The teacher will be permitted to place documents, responses, and other pertinent written material in the teacher's personnel file.

d) Teacher Rights and Obligations to Demonstrate Improvement:

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

and is responsible for maintaining his/her teaching performance at acceptable levels.

3. The teacher will be offered the assistance specified in the written plan and will be afforded a reasonable period of time, not less than three months, to correct the specified deficiencies. If an individual fails to correct the specified deficiencies, the individual shall be notified in writing of the failure.
4. If, after the implementation of such written plans on two (2) separate occasions, the teacher has not achieved the desired goal of demonstrated improvement, then the principal may recommend to the Superintendent termination of contract for unsatisfactory teaching performance.
5. Following such recommendation, the Superintendent shall convene a meeting involving the principal, other administrators involved in the evaluation process, the teacher, and a representative(s) of the teacher's choice, which may include other local teacher(s) and/or the Labor Relations Consultant. The Superintendent shall be advised in advance of the meeting of the teacher's intent to involve the Labor Relations Consultant, and if such consultant will be in attendance, the Board retains the right to involve a representative of its choice.

21.04. Appeals

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

ARTICLE XXII

MENTOR TEACHER / ENTRY YEAR PROGRAM

22.01. Mentor Teacher Assignment

A mentor teacher will be assigned to provide professional support to each entry year teacher. An experienced teacher new to the District, a teacher in a new assignment due to an involuntary transfer, or a teacher recalled following layoff to a position in a licensure area to which she/he has not previously been assigned in the District will be assigned a mentor if they request one and mentors are available. The building representative will advise teachers in such situations that they may request assignment of a mentor through the end of the first semester of their first year in Oberlin. Further, the Building Principal may recommend assignment of a mentor teacher through the end of the first semester of the teacher's first year in Oberlin. The final assignment of the mentor to the mentee shall be made by the building principal after consulting with the Building Site Committee and the Lead Mentor. Mentor teachers must meet the eligibility criteria established in Section 22.02 below. The three levels of mentors (for entry year teachers, an experienced teacher new to the District, or a

teacher in a new assignment due to a transfer or recall following layoff) shall be compensated for such services as follows: .03 of BA-0 for entry year, .02 for new to district, and .01 for others.

22.02. Mentor Eligibility Criteria

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

- a) Have at least five (5) years teaching experience;
- b) Have taught in the OCSD at least three (3) years;
- c) Have completed an OCSD organized or approved mentor training program within the last three (3) years, or agree to complete an approved mentor training program scheduled within the first six (6) weeks of the school year;
- d) To mentor an entry year teacher, have completed a two (2) day Pathwise or other comparable approved training program within the last three (3) years or agree to attend the two (2) day Pathwise or other comparable approved training program within the first nine (9) weeks of the school year, and agree to use Pathwise or other comparable approved program as a professional development instrument, including observations and follow-up meetings with entry year mentees;
- e) Agree to meet expectations for mentor teachers as outlined in the current Mentor Handbook;
- f) Attend an orientation meeting and at least four (4) other mentor meetings per year to discuss mentoring; and
- g) Keep a journal/time log of mentoring activities, including a brief description of activities and the amount of time devoted to same.

22.03. Mentor Teacher Role in Evaluation Process

Mentor teachers shall not participate in the evaluation of the classroom teacher except when the mentor teacher is requested by the teacher to be a peer-appraiser (as specified in Article XV). No mentor teacher shall be requested or directed to make any recommendation regarding the continued employment of the classroom teacher unless the mentor teacher has been appointed a monitor teacher.

22.04. Hiring and Compensation of Mentor Teachers

- a) Vacancies for mentor teachers will be posted in each building. Interested teachers shall apply using the district "Notice of Interest" form.
- b) Mentor teachers will be provided two (2) release days per year or the equivalent amount of release time to perform mentoring duties.

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

22.05. Evaluation and Handbook

The mentoring process shall be periodically evaluated by the District Site Committee. Changes in the Mentor Handbook shall be approved by the District Site Committee.

22.06. District Lead Mentor

- a) A District lead mentor shall be appointed by the Superintendent. The Lead Mentor shall report to the Director of Curriculum or other administrator appointed by the Superintendent. During April 2008, this structure shall be evaluated by the Board and Association bargaining teams. Eligibility criteria for selection as lead mentor shall be the same as the mentor teacher provided the lead mentor shall be required to have at least five (5) years of teaching experience in the Oberlin Schools and to have completed all other training required of mentors prior to consideration as lead mentor. Lead mentors shall perform the duties set out in the Mentor Handbook. The Superintendent may appoint additional lead mentors as needed. The District lead mentor may be provided with release time with the agreement of the Superintendent.
- b) A lead mentor will be compensated in accordance with the supplemental salary schedule. (Article 7.07) A lead mentor may be provided with release time with the agreement of the Superintendent.

22.07. Entry Year Teachers

Entry year teachers shall be required to participate in the Mentor Teacher Program and agree to complete expectations for mentees as outlined in the current Mentor Handbook including attendance at all mentoring meetings and maintenance of a mentoring log.

22.08. Resolution of Mentor/Mentee Conflict

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

ARTICLE XXIII

EVALUATION OF COACHES/ADVISORS

23.01. Introduction

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

23.02. Who Will Be Evaluated

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

23.03. Appraisal Team

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

23.04. Steps in Appraisal

- a) During the first four weeks of the season/contractual period, the coach/advisor will be notified of the intent of the administration to proceed with an evaluation and be given an explanation of the district evaluating procedure.
- b) One observation of the coach/advisor of at least fifteen (15) minutes will be conducted by the administration during the season/contractual period.

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

23.05. Forms

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

23.06. Conclusion

- a) Nothing included herein shall prohibit administrators from observing the overall performance of coaches/advisors and from making written and oral comments on such observations of overall performance.
- b) Any grievance filed pertaining to this evaluation procedure can only be filed on procedural aspects. Decisions and reasons in support of an evaluation are not grievable.
- c) Nothing in this evaluation shall be used as part of a teacher evaluation under Article XV of the Collective Bargaining Agreement nor be used as grounds for non-renewal of a teacher's limited contract under Article XX nor used as grounds for termination under Article XXI, provided that termination proceedings may be initiated for any conduct under a supplemental contract which would constitute grounds for termination under Section 3319.16.

ARTICLE XXIV

TEACHER INVOLVEMENT IN FILLING VACANCIES

24.01. Commitment

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

24.02 Teacher Participation

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

24.03. Under Represented Groups

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

24.04. Process for Interviewing and Recommending Candidates

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

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

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

24.05. Job Exchanges

If two teachers desire to exchange positions, the teachers shall present their request for the exchange to the affected building site committee for consideration.

24.06. Hiring Building Administrators

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

24.07. Hiring District-Level Administrators

The DSC will be responsible for selecting teachers, nominated by the building site-based committees, to be involved in the hiring recommendation process for district-level administrative positions.

ARTICLE XXV

OBERLIN PROFESSIONAL DEVELOPMENT COMMITTEE

25.01. Name & Scope

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

25.02. Aims and Purposes

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

In the discharge of duties, the committee will:

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

25.03. Membership

Selection of Members, Qualification, Training

- a) The OPDC shall consist of seven (7) members:
 1. Four teachers representatives appointed by the President of OOEA with approval of OOEA Executive Committee with the goal of providing a range of expertise/experience to the committee; appointees must have attained continuing contract in the Oberlin Schools.
 2. The other three members will be appointed by the Superintendent; appointees must be employees of the District. The appointees will include at least one building administrator. The Superintendent will appoint an alternate to participate as a member of the OPDC when an administrative member of the OPDC is up for review.
- b) A system of ongoing training shall be established for new and continuing OPDC members. The training shall include evaluation training so that the committee can self-monitor its operation.
- c) Terms of Office/Compensation - Committee members will be appointed annually by May 15 for the following school year. The annual term is June 1 to May 31. It is hoped that members will agree to serve for a minimum of two years and that no more than half of

the members shall be new to the committee at any one time. Committee members may be reappointed an unlimited number of times.

- d) The organizational meeting of the OPDC shall occur during the first week in June each year.
- e) All OPDC bargaining unit members will receive a stipend as listed in Article 7.07(i).
- f) Vacancies/Replacements - committee members who discover that they are unable to fulfill their roles as an active committee member may withdraw simply by notifying the chair(s) in writing. No reasons need be given.
 - 1. The President of OOEА with approval of OOEА Executive Committee shall designate replacements for vacancies of teacher representatives with the goal of providing a range of expertise/experience to the committee; replacement appointees must have continuing contract in the Oberlin Schools.
 - 2. The Superintendent shall designate replacements for vacancies of the other three members; appointees must be employees of the district with a minimum tenure of two years in the district. The committee will at all times include at least one building administrator.

25.04. Meetings

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

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

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

- a) IPDP Submission - all bargaining unit members shall have an IPDP on file. All IPDPs will be submitted by November 15 by newly hired employees or following a renewal or upgrade. Entry year teachers with a two-year provisional license are exempted from this requirement. A checklist will be used to monitor the progress of all submitted IPDPs from submission to approval to implementation to completion. Any decision to approve or reject a submitted IPDP for certification/license renewal purposes must receive a majority vote of the full committee.
- b) Decision-Making - educators up for certificate/license renewal or upgrade will be provided a copy of the approval guidelines/criteria prior to development and submission of their IPDP for review.

If the IPDP is rejected, the individual shall be given a copy of the same guidelines/criteria sheet with reasons for rejection clearly marked. Educators whose plans have been rejected may submit a revised plan within ten (10) working days of the initial rejection notification, may secure more detailed supportive materials to substantiate the legitimacy of their original plan, or may contact the OPDC chair to begin the appeals process.

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

25.06. Reciprocity

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

25.07. Amending the By-Laws

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

ARTICLE XXVI

GENERAL PROVISIONS

26.01. Equal Opportunity

The Board shall be an equal opportunity employer. The Board and the Association shall not discriminate or participate in any discrimination against any applicant or employee in terms of wages,

hours, assignments, reassignments, layoff or suspension or other terms or conditions of employment on the basis of race, religion, color, national origin or sex.

26.02. Conflict With Law

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

26.03. Entire Agreement Clause

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

26.04. Management Rights

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

ARTICLE XXVII

DURATION

This Agreement shall be effective for the period July 1, 2010 through and including June 30, 2013.

OBERLIN OHIO EDUCATION ASSOCIATION

Date of Ratification 4/29/10 By [Signature]
President

By [Signature]
Vice-President

OBERLIN BOARD

Date of Adoption 5/11/10 By [Signature]
President

By David A Wolf
Treasurer

By Jeffrey Andrews
Superintendent

APPENDIX A

HEAD COACH EVALUATION

Employee: _____ Position: _____

Sport: _____ Year: _____

School: _____

Evaluator: _____

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

OBERLIN CITY SCHOOLS
Oberlin, Ohio

PAGE 2

Please check one:

_____ **Effective:** Recommended for continued assignment.

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

_____ **Unsatisfactory:** Not recommended for continued assignment.

Evaluator Signature: _____ Date: _____

Employee Signature: _____ Date: _____

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

COACHES EVALUATION

Employee: _____ Position: _____

Sport: _____ Year: _____

School: _____

Evaluator: _____

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

EXTRACURRICULAR ADVISOR EVALUATION

Employee: _____ Position: _____

Activity: _____ Year: _____

School: _____

Evaluator: _____

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

Appendix B

Medical Information

Network	Hospital Only
Dependent Age	The end of the month of the 23 rd birthday
Deductible	\$150 individual/\$300 family
Coinsurance Limits	In-Network – 90% coinsurance until \$650 individual /\$1,300 family Non-Network – 70% coinsurance until \$1,150 individual /\$2,300 family
Annual Out-of-Pocket Maximum (including Deductible)	In-Network - \$800 individual/ \$1,600 family Non-Network - \$1,300 individual / \$2,600 family
Benefit Period	Calendar Year
Pre-existing Period	No waiting period
Calendar Year Maximum	\$2,000,000
Lifetime Maximum	\$2,000,000
Physician Office Services - Office Visits - Allergy – Testing & Treatment (serum and injections)	\$10.00 copayment \$10.00 copayment
Preventative Care - One of each of the following tests: EKG, Chest X-Ray, Urinalysis, SMA-12, Complete Blood Count, Mammogram (maximum payment \$85), Pap Smear, Papnet Exam - Routine Physical Exams - Routine Colonoscopy/ Sigmoidoscopy	For each Covered Person, first \$300 covered at 100%, then subject to deductible and coinsurance For each Covered Person, subject to above Wellness benefit For each Covered Person, subject to above Wellness benefit
Well Child Care - Birth to Age 1 - Age 1 up to Age 9	First \$500 covered at 100%, then subject to deductible and coinsurance First \$500 covered at 100%, then subject to deductible and coinsurance
Therapy Services - Radiation Therapy, Chemotherapy, Dialysis Treatment, Treatment by Physical Means (Physical Therapy, Occupational Therapy and Chiropractic Services)	In-Network: 10% coinsurance, after deductible Non-Network: 30% coinsurance, after deductible (Treatment by Physical Means as an outpatient is limited to 10 treatments per calendar year.)
Inpatient Services – Including Ancillaries Semi-private room Paid in Full (730 day lifetime maximum)	Facility: In-Network 10% coinsurance after deductible Non-Network 30% coinsurance after deductible Physician: 10% coinsurance after deductible
Outpatient Facility Services	In-Network: 10% coinsurance after deductible Non-Network: 30% coinsurance after deductible
Outpatient Professional and Ancillary Charges - Outpatient physician services	10% coinsurance after deductible
Home Care Services	In-Network: 10% coinsurance after deductible Non-Network: 30% coinsurance after deductible
Hospice Services	In-Network: 10% coinsurance after deductible Non-Network: 30% coinsurance after deductible
Emergency Care/Urgent Care	

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

Prescriptions

- \$5 co-pay for generic
- \$20 for preferred name brand
- \$35 for non- preferred name brand

OOEA MEMORANDUM OF AGREEMENT

THIS AGREEMENT entered into this 26th day of April of 2011 by and between the Board of Education of the Oberlin City School District and the Oberlin Ohio Education Association:

WHEREAS, the current collective bargaining agreement between the Oberlin City Board of Education ("Board") and the Oberlin Ohio Education Association ("Association") both agree that the following language is necessary:

7.01 (e) Permanent District Substitutes

MOU Applicable to the 2011-2012 school year: On or about October 3, two (2) Permanent district substitute teachers shall be employed within the district. Permanent District substitutes shall be employed and paid for and shall report on all school days which occur on and after October 3, 2011. Returning building substitutes will be paid \$105 per day, new building substitutes will be paid \$100 per day. Prior to the October 3rd start date, permanent District substitutes shall be given priority consideration for casual substitute duty at the rates set forth above.

7.01 (f) Salary Schedule 2011-2012

MOU Applicable to the 2011-2012 school year:

(1) No change in OOEA base salary.

(2) Regarding payment to bargaining unit members who are in years 1-15 of the contractual steps: Step payments for the 2011-2012 school year shall be paid at the rate of 35% of the contractual step amount. The remaining 65% of the contractual step amount due for the 2011-2012 school year will be deferred to year 16 of employment and shall be paid at that time and added to their contract and will be a one time stipend. The 65% payment in year 16 will be paid at the contractual rate for year 14 and will be based upon the bargaining unit member's education level as of the 2011-2012 school year. Separation from the district prior to year 16 will result in payment (in final paycheck) of the 65% deferred step. In the event of a passage of an Ohio statute that negates steps, this will be considered reimbursement for pay not previously taken.

(3) Bargaining unit members who are beyond steps and in years 16-19, 21-24, or 26-plus will receive a one-time payment of \$700 for the 2011-2012 school year. This amount will be added to their contract for the 2011-2012 school year.

7.02 Tuition Reimbursement

MOU Applicable to the 2011-2012 school year: No teacher shall receive any tuition reimbursement monies under Section 7.02.

7.03 (b) Extended Days

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

Librarians – 0-10 days

Guidance Counselors/Dean of Students high school – 0-20 days

Guidance Counselors Middle School – 0-20 days

Psychologist – 0-15 days

Administrative Intern – 0-15 days

Speech/Language Therapist – 0-5 days.

MOU Applicable to the 2011-2012 school year: Extended service days for the above classifications shall be paid at 90% of the employee's per diem rate in effect during the 2011-12 school year.

7.07 (f) Extracurricular service salary index

MOU Applicable to the 2011-2012 school year: All supplemental salaries shall be paid at 90% of the rate shown in the 2009-2010 extra curricular salary schedule for the relevant position.

7.07 (q) Additional work

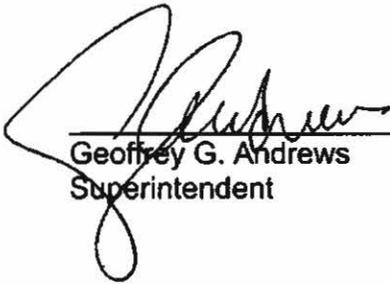
MOU Applicable to the 2011-2012 school year: All work on curriculum (Section 7.06(e)) all professional development work (Section 14.05 (d)), and all IB work shall be paid at the professional development rate of \$136.91 per day or \$22.81 per hour.

9.03 Cost of Insurance Benefits

MOU Applicable to the 2011-2012 school year: The employee insurance contribution shall be 11% of the total cost of single or family (where required) insurance coverages for each full-time employee.

NOW THEREFORE BE IT RESOLVED, that OOEA and the Board mutually agree that the above and attached language is now added to the Collective Bargaining Agreement.

For
Oberlin Board of Education:



Geoffrey G. Andrews
Superintendent

For
Oberlin Ohio Education Association:



Douglas Sheldon
President

Memorandum of Understanding – May 2011
Oberlin Ohio Education Association
And
The Oberlin Board of Education

Recognizing our ongoing commitment to achieving the expectations of the Race to the Top initiative the Oberlin Ohio Education Association and the Oberlin Board of Education enter into the following agreement.

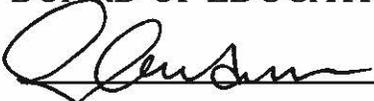
This agreement replaces paragraphs 3 and 4 in section 7.06 b of the current collective bargaining agreement and will be added in the CBA as section 10.01 e.

Annually, there will be two additional mandatory staff development days for the duration of this contract to be paid at the rate of .004 of the base salary as stipulated in the CBA, section 7.01 i. For the 2011-2012 school year the staff development days will be August 19th and NEOEA day in October. For the 2012-2013 and 2013-2014 school years of this CBA the staff development days will occur on NEOEA day and a day to be determined by the Superintendent and OOEA President.

This Agreement shall be effective for the period July 1, 2011 through and including June 30, 2014, provided that negotiations shall commence in accordance with Article II during each year with respect to Article VII, Compensation, Article IX, Insurance Benefits, and any other previous provision of this Agreement that has been modified by a Memorandum of Understanding to be effective for the 2011-2012 school year only.

This Agreement entered into this 4th day of May 2011 by and among the Board of Education of the Oberlin City School District by and through its Superintendent Geoff Andrews (“Board”) and the Oberlin Ohio Education Association, by and through its President Doug Sheldon.

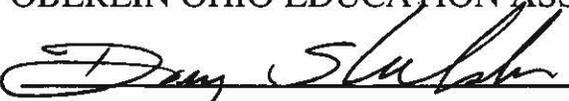
BOARD OF EDUCATION OF THE OBERLIN CITY SCHOOL DISTRICT



By: Geoff Andrews, Superintendent
Oberlin City School District

5-4-11
Date

OBERLIN OHIO EDUCATION ASSOCIATION



By: Doug Sheldon, President
Oberlin Ohio Education Association

5-4-11
Date

OBERLIN CITY SCHOOLS
TENTATIVE
MEMORANDUMS of UNDERSTANDING and FINANCIAL AGREEMENTS
OOEA COLLECTIVE BARGAINING AGREEMENT
2012-2013 School Year

THIS AGREEMENT entered into this 24th day of April, 2012, by and between the Board of Education of the Oberlin City School District and the Oberlin Ohio Education Association:

WHEREAS, the current collective bargaining agreement between the Oberlin City Board of Education ("Board") and the Oberlin Ohio Education Association ("Association") both agree that the following language is necessary:

Effective August 1st, 2012, the base salary shall be increased by 3% to \$35,255, and all calculated salaries increased accordingly.

7.01 E

Memorandum of Understanding Applicable to the 2012-2013 school year

1. On October 1st of the 2012-2013 school year, four (4) permanent district substitute teachers shall be employed with in the district. Permanent district substitutes shall be employed and shall report on all student days which occur on or after October 1, 2012.
2. Permanent district substitutes who are returning to the position having been employed by the District during the 2011-2012 school year shall receive a \$5.00 per day increase, with permanent district substitutes who have not previously been employed by the Board paid at the rate of \$100 per day. Prior to the October 1st start date, permanent district substitutes shall be given priority consideration for casual substitute duty at the rates set forth above.

7.01 F

Memorandum of Understanding Applicable to the 2012-2013 school year

The vertical step level will remain at the 2011-2012 position for all bargaining unit members.

7.02 B

Memorandum of Understanding Applicable to the 2012-2013 school year

The maximum total payment by the Board for this program shall be 0.5 of the B.A. base salary in effect for the 2012-2013 school year.

7.03 B

Memorandum of Understanding Applicable to the 2012-2013 school year

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

Librarians – 0-10 days

Guidance Counselors/Dean of Students high school – 0-20 days

Guidance Counselors Middle School – 0-20 days

Psychologist – 0-15 days

Administrative Intern – 0-15 days

Speech/Language Therapist – 0-5 days

7.07 I

Memorandum of Understanding Applicable to the 2012-2013 school year
The Building Technology Coordinators Advisorship will be reclassified from a Class 2 to a Class 1.

7.07 Q

Memorandum of Understanding Applicable to the 2012-2013 school year
For the 2012-2013 school year, all work on curriculum (Section 7.06(e)) all professional development work (Section 14.05 (d)), and all IB work shall be paid at the professional development rate of \$141.02 per day, or \$23.50 per hour.

9.03

Memorandum of Understanding Applicable to the 2012-2013 school year
The employee insurance contribution shall be 12% of the total cost of single or family (where required) insurance coverages for each full-time employee.

15.01

A six member committee will be charged with the task of rewriting the current Evaluation Language to align with Race to the Top and Ohio Legislative requirements, with a completion date of March 31, 2013. At that time the rewritten Evaluation Language will be submitted to the bargaining teams for review and possible recommendation to the OOEА membership and The Board of Education for ratification. The committee will consist of six members, three appointed by the President of OOEА, and 3 appointed by the Superintendent.

NOW THEREFORE BE IT RESOLVED, that OOEА and the Board mutually agree that the above and attached language is now added to the Collective Bargaining Agreement.

For
Oberlin Board of Education

For
Oberlin Ohio Education Association



John Schroth
Superintendent



Douglas Sheldon
President

3% on Base - No Step Increase
 OBERLIN SCHOOLS - Lorain Co. 044594
 Teacher Salary Schedule
 August 2012

	I BA	II BA+15	III BA+30	IV MA	V MA+15	VI MA+30	VII MA+45	VIII PhD
	1	2	3	4	5	6	7	8
0	\$ 35,255	\$ 36,577	\$ 37,948	\$ 39,373	\$ 40,850	\$ 42,380	\$ 43,030	\$ 43,380
1	\$ 36,577	\$ 37,948	\$ 39,373	\$ 40,850	\$ 42,380	\$ 43,970	\$ 44,620	\$ 44,970
2	\$ 37,948	\$ 39,373	\$ 40,850	\$ 42,380	\$ 43,970	\$ 45,616	\$ 46,266	\$ 46,616
3	\$ 39,373	\$ 40,850	\$ 42,380	\$ 43,970	\$ 45,616	\$ 47,330	\$ 47,980	\$ 48,330
4	\$ 40,850	\$ 42,380	\$ 43,970	\$ 45,616	\$ 47,330	\$ 49,103	\$ 49,753	\$ 50,103
5	\$ 42,380	\$ 43,970	\$ 45,616	\$ 47,330	\$ 49,103	\$ 50,943	\$ 51,593	\$ 51,943
6	\$ 43,970	\$ 45,616	\$ 47,330	\$ 49,103	\$ 50,943	\$ 52,854	\$ 53,504	\$ 53,854
7	\$ 45,616	\$ 47,330	\$ 49,103	\$ 50,943	\$ 52,854	\$ 54,839	\$ 55,489	\$ 55,839
8	\$ 47,330	\$ 49,103	\$ 50,943	\$ 52,854	\$ 54,839	\$ 56,895	\$ 57,545	\$ 57,895
9	\$ 49,103	\$ 50,943	\$ 52,854	\$ 54,839	\$ 56,895	\$ 59,027	\$ 59,677	\$ 60,027
10	\$ 50,943	\$ 52,854	\$ 54,839	\$ 56,895	\$ 59,027	\$ 61,241	\$ 61,891	\$ 62,241
11	\$ 52,854	\$ 54,839	\$ 56,895	\$ 59,027	\$ 61,241	\$ 63,537	\$ 64,187	\$ 64,537
12	\$ 54,839	\$ 56,895	\$ 59,027	\$ 61,241	\$ 63,537	\$ 65,920	\$ 66,570	\$ 66,920
13	\$ 56,895	\$ 59,027	\$ 61,241	\$ 63,537	\$ 65,920	\$ 68,391	\$ 69,041	\$ 69,391
14	\$ 59,027	\$ 61,241	\$ 63,537	\$ 65,920	\$ 68,391	\$ 70,958	\$ 71,608	\$ 71,958
15	\$ 61,241	\$ 63,537	\$ 65,920	\$ 68,391	\$ 70,958	\$ 73,619	\$ 74,269	\$ 74,619
20	\$ 61,741	\$ 64,037	\$ 66,420	\$ 68,891	\$ 71,458	\$ 74,119	\$ 74,769	\$ 75,119
25	\$ 62,241	\$ 64,537	\$ 66,920	\$ 69,391	\$ 71,958	\$ 74,619	\$ 75,269	\$ 75,619
0	1	1.0375	1.0764	1.1168	1.1587	1.2021		
1	1.0375	1.0764	1.1168	1.1587	1.2021	1.2472		
2	1.0764	1.1168	1.1587	1.2021	1.2472	1.2939		
3	1.1168	1.1587	1.2021	1.2472	1.2939	1.3425		
4	1.1587	1.2021	1.2472	1.2939	1.3425	1.3928		
5	1.2021	1.2472	1.2939	1.3425	1.3928	1.445		
6	1.2472	1.2939	1.3425	1.3928	1.445	1.4992		
7	1.2939	1.3425	1.3928	1.445	1.4992	1.5555		
8	1.3425	1.3928	1.445	1.4992	1.5555	1.6138		
9	1.3928	1.445	1.4992	1.5555	1.6138	1.6743		
10	1.445	1.4992	1.5555	1.6138	1.6743	1.7371		
11	1.4992	1.5555	1.6138	1.6743	1.7371	1.8022		
12	1.5555	1.6138	1.6743	1.7371	1.8022	1.8698		
13	1.6138	1.6743	1.7371	1.8022	1.8698	1.9399		
14	1.6743	1.7371	1.8022	1.8698	1.9399	2.0127		
15	1.7371	1.8022	1.8698	1.9399	2.0127	2.0882		

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

OOEA MEMORANDUM OF AGREEMENT

THIS AGREEMENT entered into this 26th day of April of 2011 by and between the Board of Education of the Oberlin City School District and the Oberlin Ohio Education Association:

WHEREAS, the current collective bargaining agreement between the Oberlin City Board of Education ("Board") and the Oberlin Ohio Education Association ("Association") both agree that the following language is necessary:

7.01 (e) Permanent District Substitutes

MOU Applicable to the 2011-2012 school year: On or about October 3, two (2) Permanent district substitute teachers shall be employed within the district. Permanent District substitutes shall be employed and paid for and shall report on all school days which occur on and after October 3, 2011. Returning building substitutes will be paid \$105 per day, new building substitutes will be paid \$100 per day. Prior to the October 3rd start date, permanent District substitutes shall be given priority consideration for casual substitute duty at the rates set forth above.

7.01 (f) Salary Schedule 2011-2012

MOU Applicable to the 2011-2012 school year:

(1) No change in OOEA base salary.

(2) Regarding payment to bargaining unit members who are in years 1-15 of the contractual steps: Step payments for the 2011-2012 school year shall be paid at the rate of 35% of the contractual step amount. The remaining 65% of the contractual step amount due for the 2011-2012 school year will be deferred to year 16 of employment and shall be paid at that time and added to their contract and will be a one time stipend. The 65% payment in year 16 will be paid at the contractual rate for year 14 and will be based upon the bargaining unit member's education level as of the 2011-2012 school year. Separation from the district prior to year 16 will result in payment (in final paycheck) of the 65% deferred step. In the event of a passage of an Ohio statute that negates steps, this will be considered reimbursement for pay not previously taken.

(3) Bargaining unit members who are beyond steps and in years 16-19, 21-24, or 26-plus will receive a one-time payment of \$700 for the 2011-2012 school year. This amount will be added to their contract for the 2011-2012 school year.

7.02 Tuition Reimbursement

MOU Applicable to the 2011-2012 school year: No teacher shall receive any tuition reimbursement monies under Section 7.02.

7.03 (b) Extended Days

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

Librarians – 0-10 days

Guidance Counselors/Dean of Students high school – 0-20 days

Guidance Counselors Middle School – 0-20 days

Psychologist – 0-15 days

Administrative Intern – 0-15 days

Speech/Language Therapist – 0-5 days.

MOU Applicable to the 2011-2012 school year: Extended service days for the above classifications shall be paid at 90% of the employee's per diem rate in effect during the 2011-12 school year.

7.07 (f) Extracurricular service salary index

MOU Applicable to the 2011-2012 school year: All supplemental salaries shall be paid at 90% of the rate shown in the 2009-2010 extra curricular salary schedule for the relevant position.

7.07 (q) Additional work

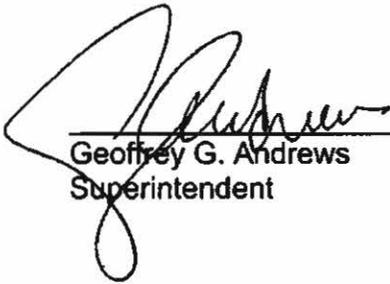
MOU Applicable to the 2011-2012 school year: All work on curriculum (Section 7.06(e)) all professional development work (Section 14.05 (d)), and all IB work shall be paid at the professional development rate of \$136.91 per day or \$22.81 per hour.

9.03 Cost of Insurance Benefits

MOU Applicable to the 2011-2012 school year: The employee insurance contribution shall be 11% of the total cost of single or family (where required) insurance coverages for each full-time employee.

NOW THEREFORE BE IT RESOLVED, that OOEA and the Board mutually agree that the above and attached language is now added to the Collective Bargaining Agreement.

For
Oberlin Board of Education:



Geoffrey G. Andrews
Superintendent

For
Oberlin Ohio Education Association:



Douglas Sheldon
President

Memorandum of Understanding – May 2011
Oberlin Ohio Education Association
And
The Oberlin Board of Education

Recognizing our ongoing commitment to achieving the expectations of the Race to the Top initiative the Oberlin Ohio Education Association and the Oberlin Board of Education enter into the following agreement.

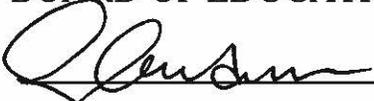
This agreement replaces paragraphs 3 and 4 in section 7.06 b of the current collective bargaining agreement and will be added in the CBA as section 10.01 e.

Annually, there will be two additional mandatory staff development days for the duration of this contract to be paid at the rate of .004 of the base salary as stipulated in the CBA, section 7.01 i. For the 2011-2012 school year the staff development days will be August 19th and NEOEA day in October. For the 2012-2013 and 2013-2014 school years of this CBA the staff development days will occur on NEOEA day and a day to be determined by the Superintendent and OOEA President.

This Agreement shall be effective for the period July 1, 2011 through and including June 30, 2014, provided that negotiations shall commence in accordance with Article II during each year with respect to Article VII, Compensation, Article IX, Insurance Benefits, and any other previous provision of this Agreement that has been modified by a Memorandum of Understanding to be effective for the 2011-2012 school year only.

This Agreement entered into this 4th day of May 2011 by and among the Board of Education of the Oberlin City School District by and through its Superintendent Geoff Andrews (“Board”) and the Oberlin Ohio Education Association, by and through its President Doug Sheldon.

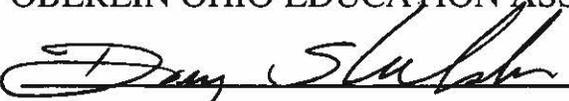
BOARD OF EDUCATION OF THE OBERLIN CITY SCHOOL DISTRICT



By: Geoff Andrews, Superintendent
Oberlin City School District

5-4-11
Date

OBERLIN OHIO EDUCATION ASSOCIATION



By: Doug Sheldon, President
Oberlin Ohio Education Association

5-4-11
Date

OBERLIN CITY SCHOOLS
TENTATIVE
MEMORANDUMS of UNDERSTANDING and FINANCIAL AGREEMENTS
OOEA COLLECTIVE BARGAINING AGREEMENT
2012-2013 School Year

THIS AGREEMENT entered into this 24th day of April, 2012, by and between the Board of Education of the Oberlin City School District and the Oberlin Ohio Education Association:

WHEREAS, the current collective bargaining agreement between the Oberlin City Board of Education ("Board") and the Oberlin Ohio Education Association ("Association") both agree that the following language is necessary:

Effective August 1st, 2012, the base salary shall be increased by 3% to \$35,255, and all calculated salaries increased accordingly.

7.01 E

Memorandum of Understanding Applicable to the 2012-2013 school year

1. On October 1st of the 2012-2013 school year, four (4) permanent district substitute teachers shall be employed with in the district. Permanent district substitutes shall be employed and shall report on all student days which occur on or after October 1, 2012.
2. Permanent district substitutes who are returning to the position having been employed by the District during the 2011-2012 school year shall receive a \$5.00 per day increase, with permanent district substitutes who have not previously been employed by the Board paid at the rate of \$100 per day. Prior to the October 1st start date, permanent district substitutes shall be given priority consideration for casual substitute duty at the rates set forth above.

7.01 F

Memorandum of Understanding Applicable to the 2012-2013 school year

The vertical step level will remain at the 2011-2012 position for all bargaining unit members.

7.02 B

Memorandum of Understanding Applicable to the 2012-2013 school year

The maximum total payment by the Board for this program shall be 0.5 of the B.A. base salary in effect for the 2012-2013 school year.

7.03 B

Memorandum of Understanding Applicable to the 2012-2013 school year

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

Librarians – 0-10 days

Guidance Counselors/Dean of Students high school – 0-20 days

Guidance Counselors Middle School – 0-20 days

Psychologist – 0-15 days

Administrative Intern – 0-15 days

Speech/Language Therapist – 0-5 days

7.07 I

Memorandum of Understanding Applicable to the 2012-2013 school year
The Building Technology Coordinators Advisorship will be reclassified from a Class 2 to a Class 1.

7.07 Q

Memorandum of Understanding Applicable to the 2012-2013 school year
For the 2012-2013 school year, all work on curriculum (Section 7.06(e)) all professional development work (Section 14.05 (d)), and all IB work shall be paid at the professional development rate of \$141.02 per day, or \$23.50 per hour.

9.03

Memorandum of Understanding Applicable to the 2012-2013 school year
The employee insurance contribution shall be 12% of the total cost of single or family (where required) insurance coverages for each full-time employee.

15.01

A six member committee will be charged with the task of rewriting the current Evaluation Language to align with Race to the Top and Ohio Legislative requirements, with a completion date of March 31, 2013. At that time the rewritten Evaluation Language will be submitted to the bargaining teams for review and possible recommendation to the OOEА membership and The Board of Education for ratification. The committee will consist of six members, three appointed by the President of OOEА, and 3 appointed by the Superintendent.

NOW THEREFORE BE IT RESOLVED, that OOEА and the Board mutually agree that the above and attached language is now added to the Collective Bargaining Agreement.

For
Oberlin Board of Education

For
Oberlin Ohio Education Association



John Schroth
Superintendent



Douglas Sheldon
President

3% on Base - No Step Increase
 OBERLIN SCHOOLS - Lorain Co. 044594
 Teacher Salary Schedule
 August 2012

	I BA	II BA+15	III BA+30	IV MA	V MA+15	VI MA+30	VII MA+45	VIII PhD
	1	2	3	4	5	6	7	8
0	\$ 35,255	\$ 36,577	\$ 37,948	\$ 39,373	\$ 40,850	\$ 42,380	\$ 43,030	\$ 43,380
1	\$ 36,577	\$ 37,948	\$ 39,373	\$ 40,850	\$ 42,380	\$ 43,970	\$ 44,620	\$ 44,970
2	\$ 37,948	\$ 39,373	\$ 40,850	\$ 42,380	\$ 43,970	\$ 45,616	\$ 46,266	\$ 46,616
3	\$ 39,373	\$ 40,850	\$ 42,380	\$ 43,970	\$ 45,616	\$ 47,330	\$ 47,980	\$ 48,330
4	\$ 40,850	\$ 42,380	\$ 43,970	\$ 45,616	\$ 47,330	\$ 49,103	\$ 49,753	\$ 50,103
5	\$ 42,380	\$ 43,970	\$ 45,616	\$ 47,330	\$ 49,103	\$ 50,943	\$ 51,593	\$ 51,943
6	\$ 43,970	\$ 45,616	\$ 47,330	\$ 49,103	\$ 50,943	\$ 52,854	\$ 53,504	\$ 53,854
7	\$ 45,616	\$ 47,330	\$ 49,103	\$ 50,943	\$ 52,854	\$ 54,839	\$ 55,489	\$ 55,839
8	\$ 47,330	\$ 49,103	\$ 50,943	\$ 52,854	\$ 54,839	\$ 56,895	\$ 57,545	\$ 57,895
9	\$ 49,103	\$ 50,943	\$ 52,854	\$ 54,839	\$ 56,895	\$ 59,027	\$ 59,677	\$ 60,027
10	\$ 50,943	\$ 52,854	\$ 54,839	\$ 56,895	\$ 59,027	\$ 61,241	\$ 61,891	\$ 62,241
11	\$ 52,854	\$ 54,839	\$ 56,895	\$ 59,027	\$ 61,241	\$ 63,537	\$ 64,187	\$ 64,537
12	\$ 54,839	\$ 56,895	\$ 59,027	\$ 61,241	\$ 63,537	\$ 65,920	\$ 66,570	\$ 66,920
13	\$ 56,895	\$ 59,027	\$ 61,241	\$ 63,537	\$ 65,920	\$ 68,391	\$ 69,041	\$ 69,391
14	\$ 59,027	\$ 61,241	\$ 63,537	\$ 65,920	\$ 68,391	\$ 70,958	\$ 71,608	\$ 71,958
15	\$ 61,241	\$ 63,537	\$ 65,920	\$ 68,391	\$ 70,958	\$ 73,619	\$ 74,269	\$ 74,619
20	\$ 61,741	\$ 64,037	\$ 66,420	\$ 68,891	\$ 71,458	\$ 74,119	\$ 74,769	\$ 75,119
25	\$ 62,241	\$ 64,537	\$ 66,920	\$ 69,391	\$ 71,958	\$ 74,619	\$ 75,269	\$ 75,619
0	1	1.0375	1.0764	1.1168	1.1587	1.2021		
1	1.0375	1.0764	1.1168	1.1587	1.2021	1.2472		
2	1.0764	1.1168	1.1587	1.2021	1.2472	1.2939		
3	1.1168	1.1587	1.2021	1.2472	1.2939	1.3425		
4	1.1587	1.2021	1.2472	1.2939	1.3425	1.3928		
5	1.2021	1.2472	1.2939	1.3425	1.3928	1.445		
6	1.2472	1.2939	1.3425	1.3928	1.445	1.4992		
7	1.2939	1.3425	1.3928	1.445	1.4992	1.5555		
8	1.3425	1.3928	1.445	1.4992	1.5555	1.6138		
9	1.3928	1.445	1.4992	1.5555	1.6138	1.6743		
10	1.445	1.4992	1.5555	1.6138	1.6743	1.7371		
11	1.4992	1.5555	1.6138	1.6743	1.7371	1.8022		
12	1.5555	1.6138	1.6743	1.7371	1.8022	1.8698		
13	1.6138	1.6743	1.7371	1.8022	1.8698	1.9399		
14	1.6743	1.7371	1.8022	1.8698	1.9399	2.0127		
15	1.7371	1.8022	1.8698	1.9399	2.0127	2.0882		

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