

**OLENTANGY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

NEGOTIATED AGREEMENT

BETWEEN

OLENTANGY TEACHERS ASSOCIATION

AND

**OLENTANGY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

FOR THE PERIOD

JULY 1, 2008 THROUGH JUNE 30, 2011

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ARTICLE 1

Signatures

This Master Agreement shall become effective at 12:01 a.m. on July 1, 2008 and shall continue in full force and effect until midnight, June 30, 2011.

Executed as of the ____ day of _____, 2008.

OLENTANGY TEACHERS ASSOCIATION

BOARD OF EDUCATION,
OLENTANGY LOCAL SCHOOLS

Negotiating Chairperson:

President

President

Treasurer

Other Members:

Interim Superintendent

ARTICLE 2

Recognition

- A. The Board of Education of the Olentangy Local School District, Lewis Center, Ohio, hereafter called the Board, hereby recognizes the Olentangy Teachers Association, an OEA/NEA affiliate, hereafter called the OTA, as the exclusive bargaining agent for the certified teachers (including school nurses), excluding administrators, substitutes, and hourly paid tutors, (hereafter called the teachers).
- B. Both parties agree that the right exists to join, participate in, or to refrain from joining or participating in any organization without intimidation or coercion. Membership in any organization shall not be a condition of employment or continued employment for any teacher.
- C. Certified personnel whose positions are funded predominantly or entirely with auxiliary services funding from the state shall not be in a bargaining unit. If and when such persons become part of the bargaining unit, they shall begin with no seniority.

ARTICLE 3

Gender

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural the singular, and words, whether in the masculine or feminine, shall be construed to include all said genders.

ARTICLE 4

Equal Opportunity

Except as may be required by applicable law, state or federal regulation, or provisions of the Board's affirmative action policy which are not in conflict with any applicable law or state or federal regulation, there shall be no discrimination or intimidation against any professional staff member as a result of, or because of such staff member's race, color, creed, sex, age, national origin, religion and disability. No professional staff member shall be required to become a member of the OTA or any other teacher organization as a condition for securing or retaining employment with the Board.

ARTICLE 5

Scope of Negotiations

A. Matters Subject to Collective Bargaining

The scope of the parties' duty to bargain is the scope provided in Ohio law.

B. Matters Outside Collective Bargaining

The Board of Education and administration reserve to themselves the management rights recognized by Ohio law.

ARTICLE 6

Bargaining Procedures

A. The Board and the OTA shall each designate a bargaining team during each year in which bargaining is to be conducted and notify the other, in writing, of its composition by the first bargaining session. Each team shall consist of not more than five (5) members including one (1) alternate. All bargaining shall be conducted exclusively between the teams. This does not preclude consultations with constituency or outside consultants. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually agree to bargain in good faith.

B. Between March 1 and March 30 in any calendar year in which negotiations are scheduled to occur, either party may notify the other in writing of a desire to commence negotiations. Within fifteen (15) calendar days, the teams shall schedule the time of their first meeting. At the first meeting, each team shall exchange their full proposals. No further items for negotiation shall be included subsequently without mutual consent.

C. Time Limits

1. Either party may call caucuses during negotiations.

2. If agreement is not reached on items being negotiated within sixty (60) calendar days after the first meeting, the provisions of Article 7 will be implemented.

3. Any time limits on negotiations may be established by mutual agreement.

D. Prior to and during the period of bargaining, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration.

- E. While negotiations are in progress, there shall be mutual agreement on any releases given to the news media.
- F. The bargaining teams shall have the authority to indicate tentative agreement pending final approval of an entire tentative agreement by the OTA within fifteen (15) calendar days of receipt, and by the Board within fifteen (15) calendar days following OTA approval. Following approval by both parties, the Agreement shall be binding on both parties for the duration of the contract period.
- G. Meetings held under this procedure shall be conducted at a time and place which will offer a fair and reasonable opportunity for all persons entitled to be present to attend. Sessions may be scheduled by mutual agreement during school hours in accordance with Article 16.

ARTICLE 7

Procedure if Agreement is Not Reached

- A. In the event negotiations are not completed within sixty (60) calendar days following the initial exchange of proposals, either party may request mediation conducted by the Federal Mediation and Conciliation Service (FMCS). Mediation shall begin as soon as the mediator is available. The mediator shall have the authority to call meetings.
- B. If agreement is not reached within ten (10) calendar days of the expiration of the existing Agreement, then the Exclusive Representative shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

ARTICLE 8

Evaluation

A. General Provisions for All Evaluations

1. One purpose of evaluation is to assist the teacher toward improved instruction. Another purpose is to provide information in making employment decisions.
2. Classroom observations of the work performance of a teacher for the purpose of written evaluation shall be conducted openly.
3. Teachers in their first year of employment with the District will be notified in writing at least twenty-four (24) hours in advance of their first formal observation. All other observations may be unannounced.

4. The evaluation shall take into account the total performance of the teacher in the areas of job description adopted by the Board.
5. There will be no classroom observations for evaluation purposes the day before Thanksgiving, winter or spring break, or the day after a teacher absence due to illness, unplanned personal leave or an emergency situation.
6. All teachers assigned to more than one building who are to be evaluated shall be notified which administrator will conduct his/her evaluation. In buildings with more than one administrator at the beginning of a school year for student instruction, a teacher by September 1 may request in writing that he/she be evaluated that school year by a different administrator than the administrator who evaluated the teacher during the preceding evaluation year. The written request must be filed by September 1 with the building principal. The administration will comply with the request unless prevented from doing so by unforeseeable circumstances. Subject to the preceding two sentences, the administration shall determine which administrator(s) evaluate a teacher.
7. The joint evaluation committee will submit evaluation instruments to the Director of Personnel for electronic posting.
8. Prior to the first observation of a teacher in his/her first year of employment in the District, an individual pre-observation conference is required. Such conference shall afford the administrator the opportunity to explain the evaluation process and expectations. Pre-observation conferences for succeeding observations are optional.
9. Teachers shall be given the opportunity to study the written evaluation for twenty-four (24) hours prior to the final evaluation conference which shall be held within seven (7) school days of the observation, or if more than one (1) observation, the last observation for the evaluation.
10. Upon the conclusion of the final evaluation conference both parties shall sign the evaluation form. The teacher's signature shall signify only that he/she has received the evaluation and does not necessarily imply agreement with the evaluation.
11. Teachers shall be given a copy of the final, signed evaluation within seven (7) school days of the final evaluation conference.
12. One copy of each written evaluation with all signatures and dates in place and with the teacher's comments, if any, attached, shall be placed in the teacher's personnel file.
13. The evaluation instrument will be reviewed and/or developed/revised, if requested in writing by either party, through a committee consisting of one (1) elementary teacher, one (1) middle school teacher, one (1) high school teacher selected by the OTA President, and three (3) administrators selected by the

Superintendent or his/her designee. Evaluation instruments shall be developed by the committee for non-traditional classroom teaching roles.

14. A plan for improvement shall be part of the evaluation instrument. The evaluator shall evaluate the teacher for overall improvements in the areas specified on the plan for improvement and where the previously observed deficiencies can be reevaluated. The draft plan for improvement will be created by the evaluator. The plan will be finalized by the evaluator after direct consultation and discussion with the teacher. Both parties must sign that the discussion has been held. This plan will include specific goals based on the deficiencies observed during the classroom observations, or otherwise documented, a means for achieving these goals, a timeline for achieving these goals and at least one (1) additional classroom observation beyond the required minimum. Such additional evaluations shall be at least ten (10) school days after the previous evaluation. Both parties shall sign and date this plan and attach it to the evaluation instrument and a copy will be given to the teacher. If new deficiencies occur for which an improvement plan has not been developed, an amended plan for improvement will be developed and at least one (1) other observation will take place.

B. Timelines and Process for Teachers whose Limited Contracts are Expiring at the End of the School Year.

1. There shall be at least one (1) written evaluation completed by the evaluator by January 15. A second evaluation will be required if non-renewal is a possibility. The second evaluation shall be conducted at least ten (10) school days after the first evaluation.
2. The evaluator shall provide a copy of the first evaluation to the teacher by January 25 and the second by April 10.
3. Each evaluation must include at least one (1) thirty (30) minute observation of the teacher and may include additional observations. A post-observation conference may be held following each observation prior to the administrator's writing of the final evaluation.
4. These deadlines will be extended by the number of days lost due to school closings, the absence of the teacher and the absence of the evaluator.
5. A teacher who is evaluated or claims he or she should be evaluated under Article 8, Section B above may file a grievance about the Board's or administration's compliance with this Article 8, but may not use or invoke the process set forth in O.R.C. 3319.11(G)(1-7). This Article 8 supersedes and replaces O.R.C. 3319.111 and O.R.C. 3319.11 with respect to 3319.11's references to O.R.C. 3319.111.

C. Timelines and Process for Evaluation of a Teacher on a Five (5) Year Limited or a Continuing Contract.

1. Teachers on a five (5) year limited or a continuing contract must be evaluated in writing at least once every three (3) years.
2. There shall be at least one classroom observation per evaluation of at least forty (40) minutes in length. A post-observation conference may be held following each observation prior to the administrator's writing of the final evaluation.
3. The written evaluation must be completed by May 15 (or the next school day).

ARTICLE 9

Grievance/Problem Procedure

- A. "Grievance" is defined as a claim by a bargaining unit member, a group of bargaining unit members or the Association (hereinafter called the "Grievant") that there has been a violation, misinterpretation, or misapplication of the terms of this written Agreement.
- B. "Grievant" is defined as a bargaining unit member, a group of bargaining unit members, or the Association acting on behalf of itself or a group of members. All members of a group must be similarly situated, and the facts and circumstances giving rise to the group grievance must be substantially the same for all members of the group.
- C. A "day" shall be defined as any day that the District administrative offices are open for business, except that no day in July shall count as a day. It is also agreed that if, during the summer recess, the employee's immediate supervisor (at Level 1) or the Superintendent (at Level 2) is off work on a particular day, that day will not count as a day.
- D. The time limits provided in this Article may be extended by written agreement of the parties.
- E. If a grievant fails to file a written grievance by the stated deadline, then the grievance shall be considered waived.
- F. A grievance may be withdrawn at any Level, but once withdrawn cannot be refiled.
- G. The administration shall schedule hearings held under this procedure at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered or mailed. If the administration schedules any meetings under this Article during an employee's work hours, affected bargaining unit members will receive their regular salary for those times.

- H. The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to the grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure and processed as expeditiously as possible.
- I. Upon written notification to the grievant, the administrator at any level may refer the grievance to a higher administrative level, in which case the second administrator's time to meet and respond shall be as though the referral is the filing of an appeal to the level of that administrator.
- J. Any grievance not answered within the time limitations set forth in a particular level shall be considered to be responded to in the negative and shall be automatically advanced to the next step of the grievance procedure, except Level 3 (Arbitration), which requires a specific written request by the Association to advance the grievance to arbitration.
- K. In all levels of this procedure, the Grievant may have an Association representative at all hearings.
- L. No reprisals shall be made against any party involved in the use of this grievance procedure.
- M. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in the use of this grievance procedure, except as provided in the final disposition of the grievance.
- N. The OTA has the exclusive right to be present for the adjustment of any and all grievants.
- O. Level 1

An employee must file a grievance, on the form attached to this Agreement as Appendix A, with the Principal or immediate supervisor within ten (10) days of the occurrence or within ten (10) days of when the grievant reasonably should have known of the act or condition on which the grievance is based. The principal or immediate supervisor shall meet with the grievant and respond to the grievance in writing held within ten (10) days of the filing.

P. Level 2

If the grievant is not satisfied with the response at Level 1, the grievant may file a written appeal to the Superintendent or designee within ten (10) days of receipt of the Level 1 response. The Superintendent or designee shall meet with the grievant and provide a written response within ten (10) days of the filing.

Q. Level 3

If not satisfied with the written response at Level 2, the Association may within ten (10) days after the grievant's receipt of the Level 2 response, submit the grievance to arbitration by giving written notice to the Superintendent. The Association shall, within thirty (30) days, file the demand for arbitration with the American Arbitration Association (AAA). The arbitrator shall be selected by the alternate strike method from a list of names submitted by AAA within ten (10) days after receipt of the list. Prior to striking names, either party may reject the list once and request AAA to submit another list. All other procedures shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall be requested to render a decision and award within thirty (30) calendar days following the hearing or submission of final briefs.

The decision of the arbitrator shall be final and binding for the aggrieved person, the Association and the Employer. The parties shall split the fees and expenses of the arbitrator.

The arbitrator shall not have the authority to add to, subtract from, or modify any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

The arbitrator shall not interfere with management prerogatives involving the Board's discretion. He/she shall not limit or interfere with the powers, duties and responsibilities of the Board under Article 5 of this Agreement, applicable law, and state and federal regulations having the force and effect of law.

ARTICLE 10

Severance Pay

Upon retirement or death while under contract with the Board, teachers of the Olentangy Local School District shall be entitled to thirty percent (30%) of their unused sick leave accumulation. The severance benefit must be based on the individual's daily rate of pay at retirement.

"Retirement" shall be defined to mean actual retirement from employment as a teacher and eligibility for retirement benefits under the State Teachers' Retirement System. Daily value shall be determined by dividing basic salary earnings (exclusive of supplemental contracts or overtime) by the basic school year days specified for the position schedule retired from.

ARTICLE 11

Cumulative Sick Leave

A. General Rules Pertaining to Sick Leave

1. Each teacher shall earn one and one-quarter (1-1/4) days of sick leave per month of employment to a maximum of fifteen (15) days per year. Unused sick leave may be accumulated to three hundred (300) days.
2. Each new full-time teacher or teacher who has exhausted all of his sick leave, provided there is reasonable expectation that he will return to work after the sick leave is advanced, shall be credited with five (5) days of sick leave which may be used in case any such teacher is unable to work because of personal illness or death in his immediate family, after beginning his employment but before he has accumulated that amount of sick leave as provided in paragraph 1, above. If any of said five (5) days of sick leave is used, it shall be deducted from the total sick leave which he may accumulate during the first year of service as provided in Paragraph 1, above.
3. Sick leave for regular teachers employed on other than a full-time basis shall be credited and deducted at the proportionate rate set forth in their contract of employment.
4. Absences for more than three (3) days on any single occasion may require additional documentation such as a doctor's certificate in the case of illness. The principal and Superintendent shall determine and evaluate such documentation.
5. The filing of any willfully false statement by a teacher shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including dismissal.

B. Sick leave with pay may be used only for the following purposes:

1. Teacher's Illness

For absence of the teacher due to illness, pregnancy, injury or exposure to contagious disease which could be communicated to other teachers or school children.

2. Illness in Immediate Family

Members of the immediate family include father, mother, brother, sister, husband, wife, child, parent-in-law, or any member of the household who has stood in the same relationship with the teacher as any of these. The member of the immediate family must reside in the home of said teacher or live alone outside the home of said teacher, or be without a caregiver and reside outside the home of said teacher.

3. Death in the Immediate Family

For the purpose of paragraph 3, immediate family of the teacher is defined to mean the death of the father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, aunt, uncle, niece, nephew, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, legal guardian or foster or step-parents of the said teacher. Absence due to a death in the immediate family of a teacher shall not exceed three (3) consecutive school days unless special circumstances (such as travel distance or funeral responsibilities) require additional days. The principal and Superintendent shall determine whether a fourth and/or fifth day is required. Five (5) days shall be the maximum.

4. Childbirth

Use of sick leave for childbirth shall normally be approved for six (6) consecutive calendar weeks. Certification by a health care provider shall justify a longer period of leave.

5. Paternity Leave

A teacher may use paternity leave for purpose of spouse's pregnancy for a total of twenty (20) days post-delivery under the following circumstances:

- a. Spouse must return to work immediately due to financial or job-related obligations;
- b. The physical health of the mother and/or child warrants constant care at home which can be verified by physician's statement;
- c. Additional sick days may be granted with documentation by a physician's written statement.

6. Adoption Leave

A teacher may use sick leave for the purpose of his or her adoption of a child for a total of six consecutive calendar weeks under the following circumstances:

- a. As a requirement of the adoption agency and/or local, state, national, and international adoption regulations, with documentation from the appropriate agency;
- b. The physical health of the child warrants constant care at home which can be verified by physician's statement.

C. Voluntary Sick Leave Bank

Any teacher may contribute to the sick leave bank program during the month of October of each school year by contributing one (1) sick leave day of the current year's sick leave to the sick leave bank on a form prescribed by the Association President. This contribution period will only be opened when the number of days left in the sick leave bank falls below 25% of the number in the bargaining unit as of the preceding June 30.

The Sick Leave Bank Council (SLBC) shall review and determine the number of days which may be granted. The SLBC shall consist of four (4) members as follows: the President of the OTA, one other OTA member, the Superintendent or designee and the Director of Personnel. The decision of the SLBC is final and binding and is not grievable under Article 9 of this contract.

The procedures of the sick leave bank shall be as follows:

1. All teachers may apply for use of additional sick leave days by application to the SLBC by submission of application to the Superintendent.
 - a. The SLBC shall be responsible for developing any forms that may be required and for keeping all necessary records.
 - b. The SLBC shall formulate any regulations deemed necessary for the operation of this program.
 - c. The SLBC shall notify the District Treasurer of the sick leave bank awards. The District Treasurer shall be responsible for the accounting of the sick leave bank days.
2. Teachers may apply for additional sick leave days from the sick leave bank after the following conditions have been met:
 - a. Their own accumulated sick leave days have been exhausted, their advanced five (5) days of sick leave have been used, and they are not eligible for disability leave under State Teachers Retirement System and/or Workers' Compensation;
 - b. The teacher shall submit in writing to the SLBC, the reasons for the request of additional sick leave bank days along with attending physician's statement pertinent to the member's request.
3. Only earned sick leave may be contributed to the bank. Advanced sick leave shall not be contributed to the bank.
4. The maximum number of days that can be granted to any teacher is thirty (30) working days per application. Upon request of the teacher, the SLBC may grant additional sick leave days if the request is justified.

5. Sick leave days shall only be used for the personal illness or injury of the teacher, the teacher's spouse, or a person who stands in the same relationship as the teacher's spouse, or the teacher's child. In the case of spouse or child, the maximum total number of days is thirty (30) working days. These days shall not be granted for any other personal illness or injury, including the individual's immediate family.
6. No recipient shall be required to replace these days.
7. Any sick leave days given to the program shall be forever forfeited by the donating teacher.
8. The OTA or Superintendent, on behalf of the teacher, may also apply for use of the sick leave bank.
9. Use of the sick leave bank shall not be construed as a condition for disability leave under the State Teacher's Retirement System or workers' compensation. Use of the sick leave bank shall not delay the effective date of disability retirement.
10. The SLBC shall meet and render a decision within ten (10) days of receipt of request.
11. Unused requested days shall be returned to the sick leave bank.
12. A teacher will not earn or accrue sick leave while using sick leave bank days.

ARTICLE 12

Leave of Absence – Unpaid

- A. Teachers who have been employed in the Olentangy Schools for three (3) years may be granted a leave of absence for up to one (1) year for the purpose of participating in under-graduate and graduate programs related to his/her professional responsibilities.
- B. Teachers who have been employed in the Olentangy Schools for five (5) years may be granted a leave of absence for up to one (1) year for the purpose of participating in exchange teaching programs, foreign or military teaching program, the Peace Corps, or Job Corps, as a full-time participant in such program and for cultural travel.
- C. Unpaid leaves of absence for non-medical reasons.
 1. Long-term unpaid leaves of absence.

A long-term unpaid leave of absence is defined as an unpaid leave of absence exceeding five consecutive scheduled teacher work days which is not covered by

any other provision of this Agreement. A long-term leave of absence can only be approved by action of the Board of Education. The Board of Education may grant a long-term leave of absence for any reason judged good and just by the Board.

2. Short-term unpaid leaves of absence.

A short-term leave of absence is an unpaid leave of absence consisting of one or more consecutive teacher work days not exceeding five. An unpaid leave of absence sometimes may consist of a combination of personal leave days (which themselves are governed by Article 13) and one or more unpaid leave days, not exceeding a total of five unpaid leave days. Unpaid leave of one to five days per occurrence (an "occurrence" being consecutive days of absence) may be approved by the Superintendent or designee for compelling personal or other reasons. Sometimes teachers may need one or more unpaid leave days which, when used with one or more personal leave days, will result in a total of two to eight consecutive days of absence. An absence of two to eight consecutive teacher work days using one or more unpaid leave days, with or without one or more days of personal leave will be approved by the Superintendent, but only on the following basis: (a) the teacher has at least five consecutive years of active teaching (consisting of at least 120 days on the job) for Olentangy immediately preceding the school year for which the request is made; (b) the teacher may only seek such a leave once every five years; and (c) the teacher must have an attendance rate of no greater than an average of seven (7) days of absence during the last three (3) years and no greater than seven (7) days of absence pro rata during the school year in which the leave request is made (up to the date when the request for leave is submitted). Professional leave, jury duty, military leave, and Association leave will not count as absenteeism for this purpose; all other leaves, whether approved or unapproved, shall count as absenteeism for this paragraph.

3. Request for unpaid leave of absence shall be submitted by the teacher in writing to the Director of Personnel, with a courtesy to the Principal. The Director of Personnel shall provide written notice of approval or disapproval of the request within ten (10) school days of the Director's receipt of the request.

D. Application shall be made through the Superintendent with final approval to be made by the Board, except as provided in subsection (C)(2) and (C)(3) above.

E. Application for a leave of absence shall be submitted to the Superintendent as far as possible in advance of the leave. The availability of a replacement and the best interest of students are key factors in considering leave of absence requests.

F. A teacher may continue his/her insurance coverage by paying one hundred percent (100%) of the total cost for such benefit during a leave of absence.

G. A teacher returning from a leave of absence shall be restored to his/her position or to a position in the same field of certification. Every effort will be made to accommodate the wishes of the teacher.

H. Family Medical Leaves and Absences

Pursuant to the terms of the Family Medical Leave Act of 1993 (hereinafter FMLA), a teacher who has worked for the Board for at least twelve (12) months is eligible for twelve (12) work weeks of Family Medical Leave during a twelve (12) month period (will be “rolling” twelve (12) month period measured backwards from the date a teacher uses any FMLA leave), provided the teacher worked at least 1,250 hours in the twelve (12) months preceding the beginning of the leave.

1. Types of Leave

An eligible teacher may take FMLA leave for:

- a. the birth and first-year care of a child;
- b. the adoption or foster placement of a child;
- c. the serious illness of a teacher’s spouse, parent or child; and
- d. the teacher’s own serious health condition that keeps the teacher from performing the essential function of his/her job.

A teacher may elect, or the Board may require, a teacher to use accrued paid vacation, personal or sick leave for purposes of a family leave. A teacher cannot compel the Board to permit the teacher to use accrued medical/sick leave in any situation which the leave could not normally be used. Use of sick leave for childbirth shall normally be approved for six consecutive calendar weeks during the teacher work year. Certification under paragraph six (6) below can justify a longer period of leave for childbirth.

2. Spouses Employed by the Board

If a husband and wife eligible for leave are employed by the Board, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to twelve (12) weeks. A teacher may not take FMLA leave to care for a parent-in-law. However, this time limitation does not apply for leave for personal illness or illness of a spouse or child.

3. Intermittent and Reduced Leave

Intermittent leave is leave taken in separate blocks of time due to a single illness or injury. Reduced leave is a leave scheduled that reduces teacher’s usual number of hours per workweek or hours per work day. Intermittent or reduced leave is available only for the teacher’s own serious health condition or to care for a seriously ill spouse, child or parent. Such leave may not be used for the birth or adoption/placement of a child.

The teacher who wishes to use intermittent or reduced leave must have the prior approval of the Board. Although the Board and teacher may agree to an intermittent or reduced leave, the teacher who uses family leave is not automatically entitled to use such leave on an intermittent basis or on a reduced leave schedule. Because of potential disruption to the academic process, all requests for intermittent and reduced leave will be carefully scrutinized for their impact on the operations of the classroom/school.

The Board may provide such leave for medical leave, but the Board may require the teacher to take leave in a block for the entire period during which the leave would extend or the Board may transfer the teacher to a position which is equivalent, but more suitable for intermittent periods of leave. The teacher must furnish the Board with the expected dates of the planned medical treatment and the duration of the treatment. The Superintendent must authorize such leave in writing, or offer the teacher an equivalent alternative job for intermittent or reduced leaves, or require the teacher to take leave in a block period so as not to disrupt the Board's operations.

4. Benefits

The Board will maintain the teacher's health coverage under the Board's group health insurance plan during the period of FMLA leave. The teacher should make arrangements with the Board to pay the teacher's share of all applicable health insurance coverages prior to the beginning of the FMLA leave.

The teacher will not lose any other employment benefit accrued prior to the date on which leave began but is not entitled to accrue seniority or employment benefits during the leave period. Employment benefits could include group life insurance, sick leave, annual leave, educational benefits and pensions.

5. Notice

When FMLA leave is foreseeable, the teacher must notify the Board in writing of his request for leave at least thirty (30) days prior to the date when the leave is to begin. If the leave is not foreseeable, the teacher must give notice as early as is practical. When the teacher requests medical leave, the teacher must make reasonable attempts to schedule treatment so as not to disrupt the Board's operations.

The Board may deny the leave if the teacher does not meet the notice requirements.

6. Certification

The Board may require the teacher to provide certification from a health care provider containing specific information required under the law if he requests a medical leave. If there is a question concerning the validity of such certification a second and, if necessary, a third opinion can be required, both at the expense of the Board.

7. Restoration

When the teacher returns from the leave, the Board will restore the teacher to the same or an equivalent position with equivalent benefits, pay, terms and conditions of employment in accordance with Board policy.

Under certain circumstances, the Board may deny restoration to a key teacher. The Board will comply with the notice requirements of the FMLA in denying restoration. A key teacher is one who is among the highest paid ten percent (10%) of the teachers and whose absence would cause the Board to experience a substantial and grievous economic injury.

8. Instructional Teachers

Special leave rules apply to instructional teachers. Instructional teachers are those teachers whose principal function is to teach and instruct students in a small group, or an individual setting. This term includes teachers, athletic coaches, counselors, librarians, special education teachers, and certified teaching assistants. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers and bus drivers.

Limitations apply to instructional teachers who take intermittent or reduced leave. If the leave requested is:

- a. to care for a family member; or
- b. for the teacher's own serious health condition; and
- c. is foreseeable based on planned medical treatment; and
- d. the teacher would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend,

then the Board may require the teacher to choose either to:

- a. take the leave for a period or periods of a particular duration, not greater than the planned treatment; or
- b. transfer temporarily to an available alternative position for which the teacher is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the teacher's regular position.

Limitations also apply to instructional teachers who take leave near the end of a semester. When an instructional teacher begins leave more than five (5) weeks before the end of a semester, the Board may require the teacher to continue taking leave until the end of the semester if:

- a. the leave will last at least three (3) weeks and;

- b. the teacher would return to work during the three (3) week period before the end of the semester.

When a teacher begins leave for a purpose other than the teacher's own serious health condition during the three (3) week period before the end of the semester and the leave will last more than five (5) working days, the Board may require the teacher to continue taking leave until the end of the semester if:

- a. the leave will last more than two (2) weeks and;
- b. the teacher would return to work during the two (2) week period before the end of the semester.

When a teacher begins leave for a purpose other than the teacher's own serious health condition during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the Board may require the teacher to continue taking leave until the end of the semester.

9. Failure to Return

The Board is entitled to recover health care premiums paid during the leave if the teacher fails to return because of the continuation, recurrence, or onset of a serious health condition or due to circumstances beyond the control of the teacher.

10. Rights Under the Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Teachers are eligible if they have worked for the Board for at least one year and for 1,250 hours over the previous twelve (12) months, and if there are at least fifty (50) employees within seventy-five (75) miles.

- a. Reasons for Taking Leave. Unpaid leave must be granted for any of the following reasons:
 - to care for the teacher's child after birth, or placement for adoption or foster care;
 - to care for the teacher's spouse, son or daughter, or parent, who has a serious health condition; or
 - for a serious health condition that makes the teacher unable to perform his job.

At the teacher or Board's option, certain kinds of paid leave may be substituted for unpaid leave.

- b. Advance Notice and Medical Certification. The teacher may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.
- The teacher ordinarily must provide thirty (30) days' advance notice when the leave is "foreseeable."
 - The Board may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the Board's expense) and a fitness for duty report to return to work.
- c. Job Benefits and Protection.
- For the duration of FMLA leave, the Board must maintain the teacher's health coverage under any "group health plan."
 - Upon return from FMLA leave, most teachers must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.
 - The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of a teacher's leave.
- d. Unlawful Acts by Employer. FMLA law makes it unlawful for any employer to:
- interfere with, restrain, or deny the exercise of any right provided under FMLA;
 - discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.
- e. Enforcement.
- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
 - An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

ARTICLE 13

Personal Leave

Three (3) days per year are available to teachers for personal leave with the following guidelines:

- A. All personal leave is dependent on the availability of a substitute or other arrangements for covering the teacher's responsibilities. The teacher's building principal will make this judgment; however, personal leave shall not be approved if it is then known that more than ten percent (10%) of the bargaining unit members in a building (rounded up to the nearest whole person) will be absent on a day for which personal leave is requested. On and after May 1, the applicable percentage for the previous sentence will be five percent (5%) of the bargaining unit members in a building (rounded up to the nearest whole person). Approval will be on a first-come/first-served basis, as approved by the building principal or designee and by the central office administration.
- B. Normally, a personal leave request must be presented, in writing, twenty-four (24) hours in advance of its being taken. If an emergency situation exists, the twenty-four (24-) hour period and the ten percent (10%) or five percent (5%) limitation may be waived.
- C. The teacher shall have the option of converting unused personal days to sick leave days or may be reimbursed at the casual substitute rate per day by written petition to the Treasurer of the Board by the final teacher work day. Checks will be sent out not later than the first pay in July.
- D. Unused personal leave will not be cumulative from year to year.
- E. For proration purposes, a teacher hired during the first sixty (60) days of the school year on regular contract shall have three (3) days of personal leave that school year; a teacher hired from the sixty-first (61st) to one hundred twentieth (120th) day shall have two (2) days of personal leave that school year; a teacher hired on or after the one hundred twenty-first (121st) day shall have one (1) day of personal leave that school year.

ARTICLE 14

Professional Leave

At least one (1) professional day per year per teacher shall be approved in accordance with the written policy established by the Board, when approval does not adversely affect the overall education process, and sufficient funds are available in the budget.

ARTICLE 15

Sabbatical Leave

A teacher, upon written request to the Board, may be granted up to one (1) school year with part pay and insurance benefits as though he or she were not on leave. The request shall be submitted by April 1 of the preceding school year for which the leave is requested unless the Superintendent or his/her designee waives this requirement. Sabbatical leave is designed to encourage the improvement of instruction, supervision, and administration and may be granted with the following provisions:

- A. To be eligible the teacher must have completed five (5) years of service in the Olentangy Local School District.
- B. The teacher shall submit a written plan of professional improvement to the Superintendent. Such plan shall be approved by the Superintendent prior to Board approval. Within sixty (60) days upon return from sabbatical leave, the teacher shall file a written report with the Superintendent indicating the use of leave as proof that the plan of professional improvement was followed.
- C. No more than three (3) teachers shall be granted sabbatical leave at a given time. Teachers requesting a sabbatical leave will be notified as to the approval or disapproval of leave within thirty (30) days of the date of submission of the request. At the time of notification, the teacher will be notified of the amount of salary to which he/she would be entitled if not on leave.

The part salary received while on leave, shall be the difference between the teacher's regular salary for the next school year and the salary of the teacher employed for the teacher on leave. Such payment will be made according to one of the regular payroll plans beginning with the first paycheck of the school year in which the leave commences.

- D. A year of sabbatical leave shall not count as a year on the salary schedule, but will count for purposes of length of service in the District which will count as employment/service for purposes of Article 27.
- E. An additional sabbatical leave may be applied for in accordance with the provisions of this Article after an additional five (5) years of service in the District subsequent to the previous sabbatical leave.
- F. As a condition of being granted sabbatical leave, the teacher must agree to teach in the Olentangy system for a period of at least one (1) year upon returning from leave. Failure to do so will require the teacher to refund to the Board all payments, including fringe benefits, received from the Board during the leave period. Such refund shall be made within a four (4) month period of time beginning with the first full month said teacher was to have returned to duty. Such time limit may be extended by agreement

of the Board with a request by the teacher to do so. If the teacher fails to complete the approved plan, full reimbursement of Board paid benefits will be required.

- G. Teachers returning from sabbatical leave will where possible be returned to the same or similar assignment held prior to such leave. The teacher who is certified in more than one area will, to the extent possible, be returned to a position in the same area of certification held prior to the leave.

ARTICLE 16

OTA Partnership

- A. The Board will provide paid leave for the officers of the Olentangy Teachers Association (OTA) to attend Association conferences/business, not to exceed a combined total of sixteen (16) days. The OTA Negotiations Team may also use paid leave days for the actual time of negotiation sessions. When negotiation sessions are held during the school day substitute teachers will be provided for the OTA team.
- B. The Board will provide the President of the Association with release time under the following conditions:
 - 1. If the Association President's building is organized on a class period schedule, the President's schedule shall have two fewer class period assignments and one (1) fewer duty assignment than he/she would have been assigned if not President.
 - 2. If the Association President's building is not organized on a class period schedule, the Superintendent and Association President shall attempt to arrange a job share or some other arrangement comparable to an assignment reduction as in B. 1., above.
 - 3. The President will suffer no loss in salary, fringe benefits, or other contractual or statutory advantages to which the President would have been entitled if working full-time.
- C. Under Section B of this Article, if a teacher is employed to replace the OTA President on leave, the Association will reimburse the Board for those days that are used by the President at the rate of pay for the replacement's pro-rata share of salary, STRS and average insurance cost based on a BA-0 teacher placement on the salary schedule. Release time under paragraph B for the Association President will be continued into the succeeding school year only if mutually agreed by the Board and Association by no later than June 1.
- D. If the release time in Section B is not mutually agreed upon, Section A shall then be a maximum of twenty (20) days.

- E. Any extended time, supplemental contract position, or stipend position held by the Association President shall not be subject to the release time provisions of this Section.
- F. Release time taken shall count as employment/service in the District for purposes of advancement on the salary schedule and for length of service in the district.
- G. Consistent with Ohio Administrative Code Rule 3307-6-01, the amounts paid as compensation to the Association's officers under their contract(s) of employment with the Board for service to the Association during any release time under Sections (A) and (B) above shall constitute teaching service for purposes of Chapter 3307 of the Ohio Revised Code. This section (G) shall not have the effect of the Board paying Association officers or STRS more than the Board would have been obligated to pay to the officers or to STRS pursuant to the officers' individual contracts with the Board issued in accordance with O.R.C. 3319.08.

ARTICLE 17

Length of Teacher Day

- A. The regular on-duty teacher work day shall not exceed seven (7) hours and forty (40) minutes, except when an emergency situation requires the teacher to stay longer. No regular teacher work day will start before 7:15 a.m. or end after 4:05 p.m. All teachers contracted for at least six (6) hours per day shall receive a minimum of two hundred (200) minutes of planning, conference and evaluation time per week. Teachers who are contracted for more than three and one-half (3.5) hours per day shall receive planning, conference and evaluation time pro rata to the two hundred (200) minutes weekly for full-time seven (7) hour and forty (40) minute teachers. Also, a duty-free lunch period of at least thirty (30) minutes will be provided daily during a regular scheduled lunch period only to teachers who are contracted for more than three and one-half (3.5) hours daily.
- B. Elementary. Elementary teachers shall be provided with grade level planning, conference, meeting, or evaluation time for the same thirty (30) minutes per building before each student day. Playground, recess, lunch and bus duties and the like shall be equitably distributed or rotated among teachers in a building. Assistance to teachers who have such duties by persons outside the bargaining unit shall be provided at a level as solely determined by the Superintendent or his/her designee.
- C. Middle School. All teachers contracted for at least six (6) hours per day shall have at least forty (40) minutes each student day for planning, conferences and evaluation. All grade level teachers (math, social studies, science, reading, and language arts) shall have a daily team planning period. The daily team planning period shall be used for curriculum purposes among the team members, however, administrators may collaborate with team members during team planning to direct the curriculum discussion and decisions of the team. Home base is assigned to teachers as appropriate. Home base is not considered a preparation and shall be relationship building/interest based rather than curriculum based.

- D. High School. All teachers contracted for at least six (6) hours per day shall have at least one (1) full period each student day for planning, conferences and evaluation.

It is the intent of the joint Collaboration Committee for all teachers to have collaborative time built into the teacher workday each week. Exceptions to this may include traveling teachers and teachers assigned more than six classes. The joint committee will work to eliminate these exceptions in future plans. The agreed upon plan for collaborative time is in place for the 2008-2009 school year with the understanding that the joint Collaboration Committee will continue to study additional plans in order to establish an ongoing plan for collaborative time for 2009-2010 and ensuing years. By March 1 of each year, either the OTA or the Administration may give written notice to the other party of their intent not to participate in collaboration time for the following school year.

- E. Staff meetings shall not be scheduled outside of the teacher workday with the exception of one meeting per semester, if needed, for middle/high school. If this meeting option is utilized for middle/high school said meeting must be scheduled with at least 48 hour notice, including the agenda, and the meeting shall not exceed 30 minutes in length.
- F. Each building will develop a contingency plan for insufficient substitute coverage and share the plan with staff.
- G. Art, music and physical education teachers shall not be assigned to more than two (2) buildings per day.

ARTICLE 18

Length of School Year

- A. The school year shall not exceed one hundred eighty-five (185) days, excluding one (1) orientation day for new teachers, and including five (5) workdays without students. In addition, the teaching staff may be required to attend up to two (2) additional school events per school year which are pertinent to the building in which they teach the majority of the time.

The workdays without students shall be:

1. One (1) day at the beginning of the school year of uninterrupted teacher time.
2. One (1) day at the beginning of the school year of administratively-driven curriculum time.
3. One (1) administratively-driven curriculum workday as determined by the administration.
4. One (1) mid-year uninterrupted teacher day.
5. One (1) end-of-year uninterrupted teacher day.

B. Elementary Open House

The first teacher work day for elementary teachers shall be a late start to accommodate “meet the teachers/open house” from 4:00 p.m. – 6:00 p.m.

In exchange for the open house schedule adjustment, the last elementary student day of the school year shall be a two-hour early student dismissal day to accommodate two hours of uninterrupted teacher time.

- C. Upon request by the administration of specific teachers, those teachers may volunteer to work during the school year or in the summer on curriculum-related activities. The days and activities will be determined by the administration with reasonable notice to the teachers who are requested. Each teacher involved will be paid for such days at his or her per diem rate, not to exceed the per diem rate of 1.6145 times the BA Base divided by 185 days.

ARTICLE 19

Notification of Teaching Assignment

All teachers will be notified of their schedule or grade level assignment for the next school year by July 15. The administration will send electronic notice of the change to the teacher (and preferably at the same time or prior to that notice by telephone or in-person conversation) within at least two administration work days of the final decision to change the assignment.

ARTICLE 20

Jury Duty

The Board shall pay a teacher called for jury duty his regular rate of pay. The teacher shall remit only the check or portion of the check for the jury duty service to the School District Treasurer. Reimbursement of expenses (travel/food) shall be kept by the juror.

ARTICLE 21

Vacancies, Transfers and Reassignments

A. Definitions.

1. A job opening/vacancy is any newly created position or a position which becomes vacant due to death, resignation, retirement, termination, non-renewal, a leave of absence of one (1) or more years, reassignment, or transfer that the Board determines to fill.
2. A reassignment is an assignment of a teacher to another subject area or grade level for the majority of the teacher's assignment or the addition of building(s) to the teacher's schedule.
3. A transfer is a change from one building to another building on a full-time basis.

B. Posting/Notification.

1. As soon as the administration determines that a job opening exists within the bargaining unit, the administration will post such openings electronically.
2. During the summer months, the administration will maintain a list of all vacancies on a daily basis by means of a job "hot line" or website.
3. The posting and/or notification of an opening will include the building(s) of assignment and the grade level(s) and/or subject area(s) to be taught, if known.
4. No opening will be filled for at least seven (7) calendar days after posting during the school year.
5. Teachers wishing to apply for any posted vacancy shall submit an electronic application.
6. Vacancies which occur during the school year will be filled on a temporary basis for the remainder of the school year.

C. Voluntary Transfers/Reassignments.

1. Any bargaining unit member who has requested a transfer/reassignment will be given consideration for the position prior to a final decision to hire an outside applicant.
2. Normally, teachers on an improvement plan will not be eligible for transfers. Exceptions to this policy will be made on an individual basis at the discretion of the Superintendent/designee.
3. Final assignment will be made by the building principal.

4. All teachers requesting a transfer/reassignment will be notified electronically regarding the outcome.
5. Administrators will give reasons for any denial of a requested transfer or reassignment of a teacher if requested.

D. Involuntary Transfer/Reassignment.

1. An involuntary transfer or reassignment of a teacher shall be made in the best interest of the School District and not be made for arbitrary or capricious reasons. Prior to the implementation/notification of an involuntary transfer or reassignment, a conference will be held between the teacher and the Superintendent or Superintendent's designee concerning the pending involuntary transfer/reassignment. If requested, a written notification with reasons shall be delivered to the teacher following said meeting. An involuntary transfer/reassignment of a teacher will occur only after the appropriate administrator has considered filling the position by each of the following methods:
 - a. A voluntary transfer or reassignment; or
 - b. By making a part-time teacher full-time.
2. No teacher will be transferred into a position for which he/she is not certified/licensed.

E. New Building Assignments.

All bargaining unit positions available in a new building shall be posted and filled in accordance with the provisions of this Article.

ARTICLE 22

Religious Leave

- A. A teacher may be absent, with pay, on a day identified through established tradition and doctrine by a duly constituted religious body as a religious holiday, provided the religious body has established that in order to properly observe such day, no work should be performed on the day and provided the employee is an active member of the religious body.
- B. Requests for such absence shall be made in writing to the Director of Human Resources at least ten (10) school days prior to the holiday. Where the holiday occurs less than ten (10) school days after the beginning of the school year, the request shall be submitted on or before the end of the second work day of the school year.
- C. Such absence shall not exceed one (1) day during a school year.

ARTICLE 23

Fair Dismissal Policy

- A. 1. Before a recommendation for non-renewal may be taken to the Board, the teacher shall be granted a conference with the principal and the local Superintendent. The teacher shall be notified of such conference at least twenty-four (24) hours in advance and shall be allowed to bring a person of the teacher's choice to said meeting. The Board reserves the right to have legal counsel present at all conferences. Written reasons based on the evaluations completed in accordance with Article 8 and plans for improvement or other documented facts pertinent to those evaluations or written reasons based on documentation of an incident(s) shall be given at this time. The evaluations completed and the plans for improvement must be for the current school year.
2. Non-renewal of a teacher's contract by the Board (if the teacher has served under a limited contract of two (2) or more years' duration) may only be for willful or persistent violation of reasonable regulations of the Board, for inefficiency based on Article 8 above, or for other good and just cause.
3. The teacher who has completed a multi-year contract in the District may appeal the non-renewal to the final step in the grievance procedure (Article 9). Teachers who have not completed a multi-year contract of employment or re-employment in the District cannot challenge the Board's action of non-renewal provided the provisions of Article 8 are met.
- B. In the case of a teacher whose contract may not be renewed for the following year, the teacher in question must have been evaluated in accordance with the evaluation procedure (Article 8 (A)(1)) of this Agreement. If the teacher in question is not evaluated in accordance with that evaluation procedure, a teacher in the first two (2) years of employment will receive a one (1) year contract. All teachers in the second year and beyond will be issued a contract in accordance with Article 32 (Contract Sequence) of this Agreement.
- C. In unforeseen or extenuating circumstances the evaluation procedure can be revised with the mutual agreement of the Superintendent and OTA President.
- D. This Article 23 supersedes and replaces O.R.C. 3319.111, the references in O.R.C. 3319.11 to O.R.C. 3319.111, and O.R.C. 3319.11 (G) (1-7).

ARTICLE 24

Discipline/Reprimands

No teacher shall be disciplined in writing or reprimanded in writing except for legitimate reasons. Any written or oral disciplinary action or reprimand will be issued professionally and privately via a conference between the teacher, pertinent administrator(s) and an available representative of the teacher's choice. Non-renewal or termination of a teacher's contract (with or without suspension under O.R.C. 3319.16) will not be considered discipline or a reprimand under this Agreement and cannot be the subject of a grievance. No teacher shall be disciplined solely on the basis of an anonymous complaint.

ARTICLE 25

Late Resignations and Employment Non-renewal

Teachers hired in August or anytime during the school year shall automatically be non-renewed in April without written reasons. Teachers hired at such time will be given a copy of this contract language. All other assistance given to first-year teachers will be given to the above-mentioned teachers.

ARTICLE 26

Reduction in Force

- A. A reduction in force (RIF) of teachers may occur by reason of decreased enrollment of pupils, for financial reasons in conjunction with reduction of other current operating expenses and after at least one (1) levy failure, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District. This Article supersedes and replaces O.R.C. 3319.17 in its entirety.
- B. The Superintendent shall notify the OTA of the specific reasons for, and the nature of, any anticipated staff reductions no less than twenty (20) calendar days prior to Board action on a reduction in force.
- C. The Board shall not act on any proposed staff reductions until after the OTA has had an opportunity to present its views to the Board.
- D. When a reduction in staff is deemed unavoidable, such reduction shall not be carried out until the beginning of the following school year, unless the reduction results from the resignation of a staff member.

E. If, after the OTA has presented its views, it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts within the teaching field of assignment in the following sequence:

1. The Board shall handle all staff reductions first through normal attrition;
2. First-year limited contract teachers shall be reduced by using the following order:
 - a. Certification
 - b. Competency as determined by formal evaluation
3. Second-year limited contract teachers shall be reduced by using the following order:
 - a. Certification
 - b. Competency as determined by formal evaluation
 - c. Seniority in the School District
4. Third-year or more limited contract teachers shall have their contracts suspended beginning with the least senior teacher and continuing in reverse seniority order.
5. Continuing contract teachers shall have their contracts suspended beginning with the least senior teacher and continuing in reverse seniority order. Continuing contracts shall be suspended only after all limited contracts in the teaching field of assignment.

F. Displacement Rights.

A teacher who is to be suspended and who holds a valid certificate/license in one (1) or more teaching fields other than his/her current assignment, may elect to displace the unit member with the least seniority in all areas of certification/licensure held by such teacher provided that member has less seniority. The teacher electing to displace another teacher shall displace the least senior teacher, and shall not be afforded the option of choosing a preferable position of a less senior teacher. In no case shall a teacher serving under a limited contract be allowed to displace a teacher serving under a continuing contract.

G. Recall Rights.

1. When the administration determines to fill a vacancy, the Board shall give written notice of recall by registered or certified letter and electronically, if possible, to the most senior teacher on the recall list at the last known address who holds the certificate or license for the position according to the then-current records of the Personnel Office. It shall be the responsibility of each teacher to notify the Director of Personnel of any change of address or additional licenses.
2. Within ten (10) calendar days of receipt of a written offer to return to employment, the teacher shall notify the Director of Personnel of his/her acceptance or rejection of the position by replying in writing. Any teacher who fails to respond within ten (10) calendar days or who declines the position will forfeit all recall

rights. After July 10 the teacher shall respond in writing to the written offer within five (5) calendar days.

3. Teachers returning to employment after a RIF shall resume their previous contract status. All rights related to salary, fringe benefits, and seniority shall be fully restored.
4. Recall rights shall continue for two (2) school years for teachers undergoing RIF who are under limited contract. Recall rights shall continue indefinitely for teachers undergoing RIF with continuing contract status. A reduction in force (RIF) will be considered over when all persons on the RIF list have been contacted for re-employment and have either accepted or rejected the offer.
5. The District will provide letters of recommendation on behalf of teachers whose contracts are suspended in a RIF, and will give first consideration to such teachers requesting to substitute in the District.
6. If an offer of recall occurs during a school year and the teacher is employed in another school district, the teacher may accept recall effective with the beginning of the next succeeding school year. The District will use temporary employees to cover the vacant position for the remainder of the year in which the vacancy occurred.

ARTICLE 27

Seniority

- A. Seniority shall be computed from the date of a teacher's continuous, uninterrupted employment with Olentangy Local Schools.
- B. Teachers with continuing contracts shall be deemed senior to all teachers on limited contracts.
- C. Seniority shall continue to accrue for all time a member is on active pay status, on an approved leave of absence, including disability retirement for up to five (5) years, and while a teacher is on the recall list.
- D. When seniority is equal, the tie shall be broken as follows:
 1. Length of total years of teaching experience which shall include all years of prior teaching service outside the District for which the teacher has provided written verification from previous employer(s);
 2. Date of employment by the Board (date of Board meeting at which member was hired);

3. If shown on the face of the applications of all affected teachers, date application for employment was received by central office;
 4. By competency as determined by formal evaluation.
- E. The Director of Personnel shall post the seniority list electronically by October 1 of each school year. The list will include seniority, certification/licensure, and type of contract, and indicate any teachers who are on the recall list. Teachers shall notify the Association President and the Director of Personnel in writing by October 15 of any alleged errors in the list. The Director of Personnel and the Association President by November 1 shall make any corrections needed and agree on the accuracy of the list. The revised list then will be electronically posted. The list may not be challenged by grievance or otherwise after November 1. The Board, OTA and teachers shall rely exclusively on the seniority list finalized by November 1 of the current school year, with respect to teaching fields of licensure/certification as well as seniority, in carrying out a reduction in force and exercising displacement rights.

ARTICLE 28

Personnel Files

The personnel file of each teacher shall be maintained in the office of the Board. Material can only be put in the file by the teacher or appropriate administrator.

A teacher shall have access to his personnel file upon reasonable request. The request must be in writing. All access requests shall be made to the Director of Personnel.

All materials placed in the personnel file of a teacher shall include a notation of the date the item was placed in the file and the dated signature of the administrator placing the entry into the file. The professional staff member shall be given a copy of the items at the time they are placed in his file. All materials in the file shall be accurate, relevant, timely, and appropriate as determined by the Superintendent. Upon request of the teacher, signed letters of discipline or reprimand from the administrator will be removed after five (5) years in the file.

A member shall be notified within two (2) business days of a request, excluding authorized District personnel, to see a bargaining unit member's personnel file.

ARTICLE 29

School Calendar

A. Tentative School Calendar.

A tentative school calendar will be distributed to the teachers at least thirty (30) days prior to its adoption by the Board. During this period the teachers may submit suggestions or an alternative calendar to the Superintendent for consideration by the Board.

B. Parent-Teacher Conferences.

Parent-Teacher Conferences will be scheduled as follows:

1. The administration will schedule the fall parent-teacher conferences on differing days of the week during two (2) consecutive weeks. Teachers will have the day before Thanksgiving off in exchange for the two (2) evenings of work.
2. The administration will schedule the spring parent-teacher conferences on differing days of the week during two consecutive weeks. One contract day will be scheduled off in the second semester in exchange for the two (2) evenings of work.

ARTICLE 30

Local Professional Development Committee

A. Purpose.

A local professional development committee (LPDC) shall be established, in accordance with R.C. 3319.22, to determine whether professional development that a teacher proposes to complete meets the requirements of the Ohio Department of Education rules on licensure.

B. Committee Composition and Selection.

1. The committee shall be composed of ten (10) members, as follows:
 - a. Six (6) teachers; and
 - b. Four (4) representatives appointed by the Superintendent.
2. The teacher members shall be appointed by the OTA Executive Committee. The representatives of the Superintendent shall be appointed by him/her and serve at-will.

3. Clerical assistance approved by the Committee shall be provided to the committee on an "as needed" basis.

C. Term of Office.

1. The term of office for the teacher members serving on the committee shall be three years. Initially and upon expansion of the Committee from three (3) to six (6) teachers, the terms will be staggered as one teacher member shall be appointed for a one-year term, another teacher member shall be appointed to a two-year term, and a third teacher member shall be appointed to a three-year term. The Association shall determine the rotation of the length of terms for each of the three levels for the first appointment cycle. Each term thereafter shall be for three years. The appointees of the Superintendent shall serve at his or her will.
2. Vacancies: if a vacancy of a teacher member occurs during the term, the OTA Executive Committee will appoint a similar representative to serve the duration of the term.

D. Chairperson.

The Committee chairperson shall be determined by a majority vote of the full Committee.

E. Decision Making.

For LPDC purposes, a quorum shall be eight (8) members. Decisions shall be made by majority vote of the full Committee membership. Whenever an administrator's coursework plan is being discussed or voted upon, the local professional development committee shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

F. Appeals Process.

If the professional staff member or any four (4) members of the staff are not in agreement with the decision of the LPDC, the first step of appeal will be reconsideration by the Committee. During this appeal process, the professional staff member will present evidence or justification for the coursework/training/outside activities that are under question to the Committee. The Committee will then rule after this reconsideration process. If the professional staff member is still in disagreement with the decision of the LPDC, the appeal then moves on to a three-person panel consisting of the Superintendent, the Association President and a third member to be selected by the appealing professional. At this appeal level, the professional may again present justification to the three-person panel. The three-person panel decision will be in writing, with explanation as to reasons for acceptance or denial of the appeal. The decision of this three-person panel will be final. The Superintendent shall determine appeals involving non-bargaining unit members.

G. Training.

The LPDC shall consider and recommend training of Committee members to the Superintendent. The Committee shall also recommend the terms and financial arrangements on which the training shall be conducted. This training shall be in addition to any other professional development for which the member is entitled under the Master Agreement.

H. Meetings.

The Committee will meet as often as deemed necessary by the members to complete their work. The Committee may schedule work sessions on paid release time with approval of the Superintendent. Presentations of IPDP's shall be scheduled after school hours to accommodate bargaining unit members. No later than September 30 of each year the Committee shall post their meeting schedule in each building. Additional meetings may be scheduled as needed. The Committee meetings shall be conducted under Robert's Rules of Order.

I. Compensation.

The teacher members of the Committee shall be paid an annual stipend of \$1,200 for the Chair and \$1,000 for the other teacher members. Reimbursement shall be made for all time spent in meetings and all other committee work outside the teacher's assigned duties. In addition, teachers shall be granted up to two (2) paid release days to fulfill committee responsibilities.

J. Committee Responsibility.

The Committee's responsibility shall include the approval of Individual Professional Development Plans (IPDP) for all certified/licensed employees whose certificate/license is due for renewal/upgrade/conversion. The Committee shall also maintain a file of each certified/licensed employee containing IPDP's, transcripts, outside activities, training or other areas deemed necessary by the Committee.

K. Master Agreement Compatibility.

The LPDC shall have no authority to supersede any article of the items of Agreement between the Board of Education and the Association or to engage in collective bargaining.

ARTICLE 31

Contract Sequence

A. Subject to subsection (D) below, the limited contract sequence will be as follows:

<u>Contract Number</u>	<u>Length of Contract</u>
1	1 year
2	1 year
3	2 years
4 and all subsequent contracts	3 years

Contracts will be renewed as indicated above.

B. Five (5) Year Contract.

A five (5) year contract may be granted to the teacher who is considered to be an exceptional teacher and has taught in the District for at least seven (7) years. To be considered for a five (5) year contract the teacher must request such in writing to his/her principal by October 1. If a five (5) year contract is not issued, the teacher will be provided with written reasons, based on evaluations or other documented facts, directed at his/her professional growth.

Teachers who previously received five (5) year contracts will be eligible for new contracts of the same length.

C. Continuing Contracts.

If a teacher has taught three (3) continuous years in the District he/she may be issued a continuing contract. Those teachers who have attained continuing contract status elsewhere and have taught two (2) continuous years in the District may be issued a continuing contract. Other requirements for eligibility for a continuing contract are governed by O.R.C. 3319.08 (B):

1. Any teacher holding a professional, permanent, or life teacher's certificate.
2. Any teacher holding a five-year professional educator license who has completed the applicable one of the following:
 - a. If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator's license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt;

- b. If the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt.

A teacher who is eligible may apply for a continuing contract once during the term of a limited contract. If a continuing contract is not issued, the current limited contract shall remain in effect for its duration.

Any teacher eligible for a continuing contract must notify the Treasurer in writing by October 1 prior to the contract recommendations made the following year in April. (Example: October 1, 1995 for April 1996 recommendations.) If the Treasurer is not notified, continuing status will not be granted.

The appropriate certificate/license must be on file, or state department verification of such is forthcoming, by April 1.

D. Contract Length.

Upon recommendation of the Superintendent, the Board may grant a contract of lesser length. The teacher will be provided with written reasons directed at his/her professional growth for the issuance of a probationary contract of one or two years. This subsection (D) does not apply to the option to grant a one- or two-year limited contract to teachers who are eligible for a continuing contract, which is governed by R.C. 3319.11(B&C).

ARTICLE 32

Class Size/Teaching Load

- A. Elementary: Student-to-teacher ratios shall be 24:1 (K-5) (excluding counselors, nurses, psychologists, band, choir, music, strings, special education, and library). No teacher in grades K-5 shall be assigned more than two hundred (200) minutes per week of non-instructional duty, which includes but is not limited to supervision of students before the student day begins, lunch duty, recess duty, and bus duty. However, music and physical education teachers assigned less than forty-two (42) sections may be given additional duty above the 200 min. not to exceed 250 minutes.

A sufficient number of special teachers will be employed so as to provide each student in grades 1-5 with a combined total of at least two hundred (200) minutes of art, music, and physical education per week (K at least one hundred [100] minutes per week, as long as there are half-time students).

1. No art, music or physical education teacher shall be assigned more than forty-two (42) classes per week.

Middle School: Student-to-teacher ratios shall be 25:1 (6-8) (excluding world languages, health/physical education, art, industrial technology, family and consumer science, computer technology, counselors, nurses, psychologists, band, choir, music, strings, special education, and library).

No middle school teacher shall have more than four (4) preparations at any one time (excluding band, choir, music, strings, special education, library) or assigned more than six (6) classes (not including home base) and one (1) non-instructional duty in grades 6-8 per day. Middle School English/Language Arts is considered a double block course with one (1) preparation and one report card grade. Home base is not to be considered a preparation in an assignment. If needed to cover duties, an additional duty can be scheduled by reducing the instructional class assignments to five (5). If this is not possible, each 6-8 teacher affected will be compensated at his per diem rate per period of 6-8 affected time (one-eighth [1/8] additional salary of eight [8] period day).

High School: Student-to-teacher ratios shall be 25:1 (9-12) (excluding counselors, nurses, psychologists, band, choir, music, strings, special education, and library).

No high school teacher shall have more than four (4) preparations at any one time (excluding band, choir, music, strings, special education, library, and visual arts) or assigned more than six (6) classes and one (1) non-instructional duty in grades 9-12 per day. If needed to cover duties, an additional duty can be scheduled by reducing the instructional class assignments to five (5). If this is not possible, each 9-12 teacher affected will be compensated at his per diem rate per period of 9-12 affected time (one-eighth [1/8] additional salary of eight [8] period day).

- B. Teachers may be required to collect school instructional fee money, but will not be required to write receipts, pay in vouchers, or deposit slips.
- C. Student-to-teacher ratios will be calculated by grade level K-5 and by subject area 6-8, 9-12 per day. All calculations will be based on enrollment figures as of October 1 of each school year.

D. Librarians

One (1) full-time, certified librarian will be employed per library per high school building, per middle school building, and per elementary building. In the event of a levy failure and a reduction in force occurs, the district may employ one (1) librarian per two (2) elementary buildings. One full-time aid will be employed per library per high school building, middle school building.

E. Guidance Counselors

One full-time guidance counselor will be employed per each integral multiple of three hundred fifty (350) students per each high school building, each middle school building,

and per each integral multiple of four hundred fifty (450) students per elementary building.

F. Nurses

The current level of staffing for nurses of seven and one-half (7.5) can only be reduced through attrition; the district is under no obligation to hire additional staff to maintain that level of 7.5. In the event of a levy failure and a Reduction in Force occurs, the district may apply Article 26, Reduction In Force.

ARTICLE 33

Teacher Dress

The teachers and administration shall jointly agree to a standard of dress for the teaching staff.

ARTICLE 34

Mentor Program

A. Definitions.

1. Mentor Teacher – A consulting teacher who will provide formative assistance to an entry-level.
2. Entry-Level Teacher – A teacher with less than one (1) year of teaching experience under regular contract in a public or non-public elementary or secondary school or a teacher new to the District who requests a mentor (if the Superintendent or designee concurs).
3. Plan Teacher – A teacher currently working under an administrative improvement plan who requests a mentor (if the Superintendent or designee concurs).
4. Contact – An informal meeting between a mentor and an entry-level teacher.
5. Visitation – An observation of the entry-level teacher or mentor while classroom teaching is taking place.

B. Mentors and Lead Mentors.

Mentors - will be selected and assigned by mutual agreement of the building principal and an OTA representative. Mentors shall be paid \$1,000 for mentoring teachers with less than one (1) year of experience and \$500 for all other mentoring assignments.

This compensation will be paid in two (2) equal installments, one (1) installment at the end of the first semester and one (1) installment at the end of the school year.

Lead Mentors – will be selected and assigned by mutual agreement of the OTA President or President’s designee and the Superintendent or Superintendent’s designee.

There shall be one (1) lead mentor for grades K-5 and one (1) lead mentor for grades 6-12. The program will be coordinated by the two lead mentors and an administrator appointed by the Superintendent. The lead mentors and administrator will develop, implement and evaluate the program each year. Lead mentors will be paid \$1,500 per year. This compensation will be paid in two (2) equal installments, one (1) installment at the end of the first semester and one (1) installment at the end of the school year. Lead mentors shall not have a mentee.

ARTICLE 35

Communicable Diseases

- A. In order to protect the health and safety of the students, staff and the community at-large, it is necessary to control the spread of contagious disease. Contagious diseases shall include, but not be limited to, smallpox, diphtheria, scarlet fever, HIV positive and AIDS, mumps, whooping cough, herpes, measles, rubella, typhoid fever, strep and staph infections.

In each case related to this concern, due process requirements, procedural safeguards and confidential treatment of information as permitted by law will be adhered to according to applicable federal, state and local ordinances, statutes and regulations.

Decisions concerning exclusion and/or restriction of a teacher and the disclosure of information should be made on a case-by-case basis. The employer shall not discharge any teacher nor otherwise discriminate against any teacher with respect to wages, hours, terms, or other conditions of employment on the basis of the fact that such teacher has contracted a chronic communicable disease.

- B. Reports of Suspected Carriers.

All reports of suspected carriers shall be directed to the Superintendent.

All reports of suspected carriers shall be in writing and shall identify the person(s) making the report and shall note the reasons why the reported teacher is suspected of being a carrier.

C. Testing Criteria.

No teacher shall be required to submit to a medical evaluation without determination of cause for said evaluation. Determination shall be made by a tri-partite panel which shall be final and binding on the parties.

The tri-partite panel shall be a physician selected by the employer, the teacher's personal physician, and a third party selected by the county health department. The third party shall act as chairman of the panel and shall serve in that capacity for all subsequently convened panels.

The tri-partite panel shall conduct a due process hearing to determine whether there is probable cause for the medical evaluation of a teacher. Within ten (10) calendar days after the conclusion of the due process hearing, the panel shall render a written determination and the rationale to the Superintendent and the teacher.

In the event that a health risk becomes apparent and may affect any or all teachers, as determined by a physician in the appropriate public health district, the employer, with concurrence of the OTA or at the request of the teacher, shall be permitted to bypass the tri-partite panel and immediately provide for the examination and/or immunization of any or all teachers to prevent the spread of the disease.

All costs of the tri-partite panel shall be borne by the employer.

D. Medical Evaluation.

Within ten (10) calendar days after a determination has been rendered substantiating probable cause for medical evaluation or if a teacher voluntarily submits to a medical evaluation, a medical review team comprised of (1) a physician specializing in the contagious disease in question, (b) a physician from the appropriate public health district, and (c) the physician designated by the Superintendent as the employer's physician shall be convened by the Superintendent to conduct a medical evaluation of the teacher's condition. The medical review team shall provide for the examination of the teacher, all relevant and pertinent medical information from the teacher's personal physician.

The report rendered by the medical review team shall be restricted to an evaluation of the teacher's medical condition and shall clearly provide:

1. Whether or not the teacher has been infected with a chronic communicable disease as alleged in the report to the Superintendent. If so, then the medical review team shall determine:
 - a. Whether or not the teacher's current medical condition imposes a substantial health risk to others in the school environment and the rationale for the finding. In making that determination, the medical review team shall consider:

- (1) The nature of the risk of the teacher's medical condition (how the disease is transmitted);
- (2) The duration of the medical condition (how long is the carrier infectious);
- (3) The severity of the risk of the medical condition (what is the potential harm to third parties);
- (4) The probability the disease will be transmitted and will cause varying degrees of harm; and
- (5) Whether or not the teacher is otherwise qualified to remain in his current job. "Otherwise qualified" means that the teacher is able to meet all of the job requirements in spite of the teacher's medical condition.

All costs of the medical evaluation shall be borne by the employer.

E. Reasonable Accommodation.

Within five (5) calendar days of receipt of a medical evaluation report indicating that a teacher's current medical condition imposes a substantial health risk to others in the school environment or prevents the teacher from performing all of the teacher's job requirements, the Superintendent shall provide written notification to the teacher specifying what action the employer shall take to reasonably accommodate the teacher's disabling condition.

Any attempt to reasonably accommodate the teacher's disabling condition shall not violate the existing contract. If the proposed accommodation would violate the contract, the employer shall meet with appropriate representatives of the OTA to negotiate a reasonable accommodation.

Any dispute regarding whether the employer has made a reasonable accommodation or whether the proposed accommodation is in compliance with the contract shall be subject to the final step of the grievance procedure.

F. Elimination of Health Risk.

Whenever a teacher's health is at risk due to possible exposure to a communicable disease, the employer shall take the measures necessary to eliminate the health risk. The employer's action shall be in compliance with this Article of the contract.

If elimination of the health risk requires a teacher to be immunized, the cost of the teacher's immunization shall be borne by the employer.

If elimination of the health risk requires the implementation of a temporary or permanent removal of a teacher with a chronic communicable disease, the employer shall comply with the provisions of this contract.

G. Disability Retirement.

Subsequent to the determination that temporary or permanent removal of a disabled teacher is justified, the employer shall support the teacher's application for disability retirement, if the teacher elects to make such application.

H. Education.

The employer shall implement education programs for all school teachers, students and the school community regarding chronic communicable diseases and their transmission. The purpose of such programs shall be to reduce irrational fears regarding the diseases and their transmissions within the school environment.

ARTICLE 36

Procedure to Resolve Parent/Teacher Disagreements

Whenever a complaint is made directly to the Board as a whole, a Board member as an individual, the Superintendent, Principal or other administrator, it will be referred to the appropriate building administrator. A teacher who is the object of a complaint will be informed promptly.

A. Step No. 1 - Direct Conversation.

If a parent or community member (complainant) has a disagreement or misunderstanding with a teacher, the complainant should address the concern to the specific teacher directly involved with the circumstances surrounding the concern. The staff member will meet with them as soon as possible, but in no case longer than five (5) calendar days after the teacher has been notified of the concern (subject to change by mutual agreement).

B. Step No. 2 - Fact and Possible Resolution.

If the complainant or the teacher is not satisfied with the outcome of Step No. 1, or the complainant or teacher is unwilling to meet independent of an administrator, a meeting with the teacher, appropriate administrator, and complainant will be arranged at a mutually convenient time, but in no case more than five (5) calendar days after the meeting in Step No. 1. This step is to be informal and verbal.

No further action will be taken beyond Step No. 2, unless the complainant submits in writing a signed and dated statement of facts giving rise to this concern, the name of the teacher involved, and the remedy sought.

C. Step No. 3 - Formal Process.

If a complainant's concern is not satisfactorily resolved at either the first or second level, the complainant should then refer this concern to the Superintendent in writing. At that time another meeting will be arranged at the convenience of the complainant and staff member directly concerned, but in no case more than ten (10) calendar days (subject to change by mutual agreement). The staff member has the right to be at all meetings with or without a representative as he/she so determines.

Copies of the disposition will be sent to the Board.

D. Dispositions.

Dispositions at Step 3 will be sent in writing to all parties within ten (10) calendar days of the meeting with reasons stated.

E. Repeat Concerns.

If a complainant believes there has been a repeat of the previous concern, they may go directly to Step No. 3 - "Formal Process."

F. Relation to Other Procedures.

This Article does not limit or affect the actions or procedures available to the administration and/or Board based on an investigation of alleged misconduct and an administrative or Board conclusion based on that investigation that action adverse to the teacher is warranted. Any such action against the teacher is subject to applicable laws and other articles of this Agreement.

ARTICLE 37

Assault of a Teacher

A. Procedure Concerning Student.

1. If a teacher is physically/verbally assaulted by a student, the student will immediately be removed from the classroom and escorted to the office. Such removal and escort will be done by an administrator in the case of a physical assault, if available. The administrator will confer with the teacher before deciding the appropriate discipline. If a student is removed from the building by an administrator, the student will not be allowed to return to school until a conference is held involving the student, student's parents, teacher(s) involved in the assault, and administrators in charge. A classroom behavior contract will be developed at this conference. If the teacher is not satisfied with the administrator's decision, he/she may appeal in writing to the Superintendent or

Superintendent's designee. The Superintendent or designee shall hear the appeal within forty-eight (48) hours of the teacher's request for an appeal, and a written decision will be rendered within twenty-four (24) hours of the hearing. This Article does not require action by teachers, the administration or Board that would be contrary to requirements of federal law.

2. If in a prosecution or juvenile delinquency proceeding, or in a civil action by the student or parents/guardians against the District or any of its employees arising from the assault incident, the teacher is subpoenaed as a witness, the teacher shall be released from his/her regular duties at full pay and benefits to comply with the subpoena.

B. Assault Leave for Teachers

1. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when the teacher charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.
2. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is unprovoked, and (2) files criminal charges against his/her assailant as soon as he or she is physically able. Assault leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. The teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of twenty (20) working days.
3. A teacher shall be granted assault leave according to the following rules:
 - a. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event; provided, however, that a teacher may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the teacher's performance of his or her job duties.
 - b. Upon notice to the principal or Superintendent that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or Superintendent.
 - c. To qualify for assault leave the teacher shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a

medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.

- d. A teacher shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.
 - e. Teachers shall not be permitted to accrue assault leave.
4. Regardless of any other provision of this Division, if a teacher receives compensation under O.R.C. §§4123.56 or 4123.58, the amount of assault leave compensation shall only be the difference between what that teacher receives pursuant to either of those sections and the compensation the teacher would normally receive under this Division.

ARTICLE 38

Conducting Instruction and Curriculum/Program Development

- A. It is understood that an effective school district is one in which ideas and suggestions flow freely without fear of reprisal or vindictive responses. When curriculum program/development or revision is necessary, those teachers involved will be provided with additional time during the teacher work day to conduct this task, given release time to conduct this task, or will be paid at their per diem rate. No curriculum/program development or revision will occur without teacher input and involvement in the decision making process. After the first year of implementation, the program will be evaluated by those teachers involved in the new or revised program. Such evaluation will be presented to the Superintendent.
- B. The educational rules, regulations, and procedures dealing with curriculum and educational programs for the District will be jointly developed by teachers and administrators. Before a decision will be finalized, such outcomes shall be presented to the Superintendent and the Board when appropriate.
- C. The District will establish a Professional Development Committee comprised of three (3) administrators appointed by the Superintendent and three (3) teachers appointed by the OTA President. The Committee will provide input and advice to the administration on professional development opportunities for all staff in the District.

ARTICLE 39

Job Sharing

- A. Job sharing is defined as the duties and responsibilities of one (1) specific teaching assignment being voluntarily shared by two (2) teachers for a specific length of time.
- B. Job-sharing partnerships must last through one (1) full school year.
- C. A teacher shall become eligible for job sharing after completing three (3) years of employment at the Olentangy Local Schools.
- D. To be considered for job sharing, the interested teachers must annually submit a proposal no later than March 1. The proposal must address:
 - 1. How they will share a full-time equivalent position, which may include either an AM-PM or alternate day split;
 - 2. In the case of a self-contained classroom, how their educational philosophies are compatible;
 - 3. How faculty meetings, field trips, IEP meetings, professional development days, and other professional obligations will be addressed.
 - 4. A commitment that both teachers will attend parent conferences.
- E. The salary of the job-sharing teacher shall be the percentage of that teacher's salary as set forth in this Agreement which represents a percentage of the job that the teacher performs in accordance with the teachers' written proposal.
- F. As defined by Article 48 of this Agreement, both job-share partners are eligible for benefits. The Board will pay no more than the appropriate percentage of a Single health plan for each job-share partner. If a job-share partner opts for a Family health plan, he/she must pay 100% of the difference between the cost of the Family plan and the cost of the appropriate percentage of a Single plan. In no case will the total insurance fringe benefit cost for both teachers exceed that of the more senior teacher if he/she were full-time.
- G. Teachers shall acquire one (1) year's seniority for each year of job-sharing work.
- H. Each job share partner will substitute in the absence of the other to reduce the number of teacher changes in the classroom over the day or the week. Exceptions to this requirement may be granted by the Superintendent or designee. Substituting done by either partner in a job share, including substituting for the job-share partner, shall be at the current substitute teacher rate.

- I. Upon dissolution of the job partnership, each job-sharing teacher shall be guaranteed a full-time position for which she/he is certified within the District. If no full-time position is open, the team will remain intact until such time as a position is available. The individual with the most District seniority shall have first choice of positions available including the job-sharing position.
- J. The opportunity to apply for job share shall be available in every building in the District. Written job share proposals shall be reviewed and approved or disapproved by the Superintendent or designee. Any job-share rejection shall be accompanied by a written document stating the reasons for the denial. All applicants will be notified on or before April 1 of the approval or denial of their proposal. Neither the teacher(s) nor the Association may challenge denial/disapproval of a job-sharing proposal by grievance, unfair labor practice charge or otherwise.

ARTICLE 40

Mileage

All Board-approved mileage will be reimbursed at a rate equivalent to that established by the IRS each year.

ARTICLE 41

Traveling Teachers

Sufficient time will be allotted so that any teacher who is required to travel from one building to another will not leave a class while still in session nor arrive at a class already in session. The teacher will be reimbursed for his mileage at a rate equivalent to that established by the IRS each year.

A traveling teacher who believes they do not have "sufficient time" to travel between buildings shall notify their supervisor in writing that they would like an investigation to determine if there is enough "sufficient time" allowed for their travel. There shall be a joint (OTA President/designee and Administration) investigation that will be completed within five (5) workdays from receipt of the notice. If the parties are still in dispute as to whether there is "sufficient time", the teacher may file a grievance that shall go directly to expedited arbitration.

ARTICLE 42

Issuing Contracts – Supplemental

1. Supplemental contracts will be issued within ten (10) days of Board action. Payment shall be made upon completion (in the case of seasonal supplementals) or one-half (1/2) at the end of the first semester and the other one-half (1/2) upon completion (in the case of non-seasonal supplementals) unless the teacher, at the time the teacher returns the signed supplemental contract, gives the Treasurer written notice that he or she opts to be paid in six (6) installments spread out over the time period in which the duty is performed. The option will appear on the contract.
2. All teachers with supplemental contracts involving the collection or expenditure of money are required to attend a procedures meeting with the Treasurer's office before beginning their supplemental duties.

ARTICLE 43

Evaluation of Supplemental Contracts

All teachers who are issued supplemental contracts will be evaluated at least once by the athletic director, head coach or immediate supervisor during the time that this duty is being performed. Supplemental contracts shall automatically be non-renewed each year. This does not take action by the Board. Those teachers who will not be offered a supplemental contract will be notified in writing and given written reasons or other documented facts, at least fifteen (15) days prior to Board re-employment action. The final decision for recommendations will rest with the administration. Non-renewal of supplemental contracts will not have any bearing on a teaching contract. Resignation of a regular teaching contract shall automatically cancel that teacher's supplemental contract(s).

ARTICLE 44

Salary Notices or Limited Teaching Contracts

No later than June 30, each staff member who is employed for the coming school year shall receive, with respect to each contract held, either a salary notice, if the contract is continuing, or a limited teaching contract in accordance with Section 3319.12 of the Ohio Revised Code. The salary notice or limited teaching contract shall include at least the following information:

- A. Staff member's name;
- B. Annual salary;

C. Basis for determining salary.

The Treasurer may postpone giving salary notices in a year in which there is bargaining about salaries for the next year if there is no settlement by June 15. After contract bargaining is concluded, the Treasurer shall issue salary notices within thirty (30) calendar days of Board approval of the contract.

ARTICLE 45

Reduced Tuition for Teacher's Children

- A. For teacher's children, tuition shall be thirty percent (30%) of the amount determined pursuant to Ohio law. Once accepted, the children of teachers will be allowed to complete their education in the School District, as long as a parent remains a teacher of the School District, the teacher is the custodial parent, and the student complies with the student code of conduct. Also, the student must not be suspended or expelled from another District when admission is sought to Olentangy Local Schools.
- B. The Superintendent shall attempt, if requested in writing by the teacher, to assign the child(ren) of a teacher who resides in the District and who is the residential parent or guardian to the same school to which the teacher is assigned.

ARTICLE 46

Payroll

A. Payroll/Direct Deposit.

A teacher shall be paid in twenty-four (24) pays per year by direct deposit. Pay-dates shall be the 10th and 25th of each month beginning September 10th of each school year.

B. Paydays on Non-Working Days.

If a payday falls on a non-working day, the teacher will be paid the day before the regularly scheduled payroll date unless such day is a bank holiday, in which case teachers will be paid one (1) day earlier. Paychecks will be mailed one day before such payday.

C. OTA Member Fees.

A teacher may request deduction of professional dues of the recognized OTA. Such authorization shall continue in effect until such a time that the Treasurer of the local OTA, or the teacher, gives written notice to the Treasurer of the Board to discontinue such deductions or the teacher's employment with the Board terminates.

Such deductions shall be made over a ten (10) month period, beginning with the first paycheck of that school year after September 1. All money so deducted shall be remitted to the Treasurer of the local OTA monthly, accompanied by a list of teachers for whom the deductions are made and the amount for each said teacher, provided at least ten (10) days' notice is given to the Treasurer.

D. Fair Share Fee.

1. Payroll Deduction for 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 Olentangy Teachers Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. No non-members filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share

Notice of the amount of the annual fair share fee, which shall not be greater than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board no later than 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.

3. Schedule of Fair Share Fee Deductions

All Fair Share Fee payers

Payroll deduction of such annual fair share fees shall begin on the first pay date which occurs on or after January 15th annually. In the case of unit members newly hired after the beginning of the school year, the payroll deductions shall commence on the first pay date on or after the latter of:

- a. Sixty (60) days employment in a bargaining unit position, or
- b. January 15.

4. Transmission of Deductions

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

5. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the 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.

6. Entitlement to Rebate

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

7. Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Board shall give written notice within fifteen (15) workdays of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the Board;
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no defense or indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

E. Annuity Deductions.

The District shall payroll deduct annuity contributions, if five (5) or more employees or at least one percent (1%) of all employees, whichever is greater, are enrolled; and the product vendor has agreed and signed an "Information Sharing Agreement." No teacher who was making annuity contributions through payroll deduction on July 1, 2005, will be disqualified from continuing such contributions based upon thresholds unless the product vendor will not agree and sign an "Information Sharing Agreement".

F. Fund For Children and Public Education deductions.

Teachers who are members of the OTA shall be granted payroll deductions for the Fund for Children and Public Education contributions (FCPE). A written authorization, signed by the teacher for payroll deduction shall be on a form provided by the Association and will be submitted to the Board's Treasurer by October 15. Deductions shall begin with the November 10 payroll. Written revocation of the authorization shall be filed with the Treasurer of the District and the President of the Association. The Association agrees to indemnify and hold the Board harmless against any and all claims that may arise from or by reason of action by the Board in reliance upon any authorization cards or written revocations submitted to the Treasurer.

ARTICLE 47

District Coordinator/Building Chair

Positions of District Department/Building Chairs have been established in the following areas:

Elementary:	Building Level Positions (5): Math Language Arts Science/Health Social Studies Technology
Middle School:	Building Level Positions (6): Math Science Social Studies Language Arts Special Education Technology
High School:	Building Level Positions (11): Math Science Social Studies Language Arts Special Education Health/Physical Education Foreign Language Business/Work Family/Consumer Science/CBI Visual Arts/Industrial Technology Performing Arts Technology

District Level Positions (11):
Media (K-12)
Guidance (K-5) and (6-12)
Visual Arts (K-5) and (6-8)
Performing Arts (K-5) and (6-8)
Physical Education (K-5)
Special Education (K-5)
Health/PE (6-8)
Foreign Language (6-8)

These positions shall be paid in Group 7 of the Supplemental Salary Schedule.

In addition to the responsibilities listed in the job description, district department and building chairs will be required to attend district forums to be conducted by the curriculum department annually to assist in the facilitation and articulation of the K-12 program.

Members of the curriculum department and/or building administrator will conduct annual evaluations and make recommendations for supplemental contract renewals to the personnel department for employment or re-employment in May.

Interviews will be conducted for all positions by the curriculum department and/or the building administrator if there is more than one (1) candidate for a position.

ARTICLE 48

Fringe Benefits/Benefit Options

A. Term Life Insurance

All full-time teachers shall be eligible for \$60,000 term life insurance. Coverage shall be pro-rated for part-time teachers.

B. Liability Insurance

The Board will furnish liability insurance for teachers as provided under the Board's liability insurance policy.

C. Health Insurance

1. Section 125 Cafeteria Plan. The Board will maintain a "cafeteria plan" following guidelines of the Internal Revenue Code Section 125. Dates for election of coverage shall be determined by the Board.
2. Health Insurance. The Board shall contribute to the cost of the following total insurance premium coverages for medical, dental, life insurance and/or optical:

a. Through December 31, 2005.

Option 1 - one hundred percent (100%) of the total premium for single coverage when the teacher elects to participate in single medical, single or family dental, and life insurance.

Option 2 - ninety-three percent (93%) of the total premium for single coverage when the teacher elects to participate in single medical, single optical, single or family dental and life insurance.

Option 3 - eighty-three percent (83%) of the total premium for family coverage when the teacher elects to participate in family medical, family or single dental, family optical and life insurance.

(A teacher may choose a portion of any option with the understanding that if optical is a part of their choice they can receive no more than ninety-three percent (93%) Board-paid benefits, and if family health care is included in the option, no more than eighty-three percent (83%) Board-paid benefits.)

b. Beginning January 1, 2006.

Single Coverage – ninety percent (90%) of the premium when the teacher elects to participate in single medical, dental, vision and/or life insurance.

Family Coverage – eighty percent (80%) of the premium for family coverage when the teacher elects to participate in family medical, dental, vision and/or life insurance.

3. HMO Alternative

Alternatively, the Board shall contract with a health maintenance organization to provide hospitalization and major medical coverage. Should the teacher elect to be covered by such a plan rather than the coverage listed in clause (1) above, then the Board shall pay for such coverage up to an amount equal to but not greater than its contribution required under clause (1). Should the cost of the premium for such HMO plan exceed the amount which the Board would have been required to contribute under clause (1), then the teacher shall pay the remainder. Dates for election of coverage shall be determined by the Board.

4. Joint Committee

The Board of Education may change the health insurance plans and carrier, but such plans shall provide benefits and coverage at least equal to Preferred Provider Plan A in effect as delineated in Appendix F. If the District chooses to exit the health insurance consortium, the Life Maximum shall be raised to at least \$2,000,000. A joint committee of three (3) members appointed by the OTA President and three (3) persons appointed by the Superintendent shall study and recommend changes in the health benefits plan to manage and reduce health care costs for all participants in the District's health benefits plan.

ARTICLE 49

Supplemental Salary Schedule Provision

The salary schedule(s) and index(es) for supplemental contracts are included in Appendix D. The supplemental salary schedules are indexed to the teacher salary schedule(s), Bachelor's level with 0 years experience, BA(0).

The number of coaches/advisors at each position on the supplemental salary schedule will be jointly recommended to the Board by the athletic director/activity coordinator, head coach/advisor, appropriate administrator, and the Superintendent. New positions may be recommended to the Board by mutual consent of a joint committee of three appointees of the Superintendent and three appointees of the OTA.

ARTICLE 50

Continued Education

- A. Teachers are annually eligible for one of the following:
 - 1. One graduate credit earned through Olentangy Professional Development Academy between July 1 and June 30 of each school year; or,
 - 2. Reimbursement of up to \$125 per Section B. of this Article.
- B. Reimbursement in accordance with option 2, above:
 - 1. Continued education reimbursement covers the following items:
 - a.) Course work related to the field of the teacher's certification or course work that is required as part of a professional program or additional certification.
 - b.) Professional education organization membership fees.
 - c.) Licensure renewal fees (including background checks, child abuse detection training, CPR certification, Pupil Activity Supervisor Certificate, and fingerprinting).
 - d.) Educational seminars related to the field of the teacher's certification.
 - 2. Teachers must be employed by the Board when continued education is completed and when reimbursement is made.

3. Proof of teacher expense shall be presented to the OTA Treasurer between June 1 and June 30 of each school year with:
 - a.) A written request on a form as provided by the OTA Treasurer.
 - b.) Proof of teacher expense may be a receipt, cancelled check, bank statement or student loan approval. For course work, this must include a copy of the tuition bill.
 - c.) Copy of transcript must be submitted if coursework is submitted for reimbursement.
 4. Reimbursement will be made by August 31 when the BOE Treasurer's office receives documentation of teacher expense from the OTA Treasurer. Those teachers who do not submit all necessary documentation between June 1 and June 30 will forfeit reimbursement for the current school year.
- C. Funds provided by colleges and universities through student teaching and field service agreements shall be used to offset the general fund for continued education expenses

ARTICLE 51

Salary Schedule Provisions

A. General

Teachers with a bachelor's degree who have earned fifteen (15) semester hours after earning the bachelor's degree shall be placed on the bachelor's +15 hour column. The hours may be graduate hours, undergraduate hours, or a combination of both, but must be reasonably related to the teacher's field(s) of instruction/administration and obtained through Olentangy Professional Development Academy or core coursework required in the pursuit of a masters or doctorate degree at an accredited university. Effective July 1, 1993, teachers with a bachelor's degree who have earned thirty (30) semester hours after earning the bachelor's degree, shall be placed on the bachelor's +30 hour column. The hours may be graduate hours, undergraduate hours, or a combination of both.

After obtaining a masters degree all additional course work must be at the graduate level to advance horizontally on the salary schedule, the hours must be reasonably related to the teacher's field(s) of instruction/administration and obtained through the Olentangy Professional Development Academy or core coursework required in pursuit of a masters or doctorate degree at an accredited university. In the event that coursework falls outside of the core requirements of a masters or doctorate degree at an accredited university or Olentangy Professional Development Academy it may be deemed appropriate in advance by the Superintendent/designee. Upon initial hire, a teacher shall be given up to ten (10) years, and may be given more than ten (10) years, experience credit for all years of teaching service in public or private schools or colleges

accredited by a state or the U.S. Government including up to five (5) years of active military service in the armed forces of the U.S., to the maximum step provided on the salary schedule for bargaining unit members. No teacher employed as of December 31, 2001, on regular contract in the District shall have his or her years of experience on the salary schedule reduced.

Teachers will be required to provide satisfactory evidence for all years of teaching service in public or private schools, current valid certificate and official transcripts for all education for placement on the salary schedule from colleges accredited by a state and proof of U.S. Government service, if applicable. Payment on the new column will commence the first pay of the current contract period, provided the Treasurer receives satisfactory evidence on or before October 15 and will begin to be paid no later than two (2) full pay periods following receipt of the satisfactory evidence. Coursework evidence provided by October 15, 2008 shall be based on the language of the 2007-2008 Negotiated Agreement if the coursework is completed successfully by June 30, 2008. Falsification of credentials and/or experience shall be grounds for immediate dismissal without recourse. Those teachers who do not submit all necessary documentation by October 15 will forfeit advancement to a higher column of the salary schedule for that school year.

B. Recognized Placement Criteria.

Three (3) quarter hours shall equal two (2) semester hours.

One (1) year of teaching experience shall mean the teacher has provided service of one hundred twenty (120) days or more in any one school year.

C. Salary.

Effective July 1, 2008, the base rate shall be \$35,072 (calculated on the current salary index, see Appendix C).

Effective July 1, 2009, the base rate shall be \$36,054 (calculated on the current salary index, See Appendix C).

Effective July 1, 2010, the base rate shall be \$37,064 (calculated on the current salary index, See Appendix C).

ARTICLE 52

New Schedule/Index

Salary Schedule

- A. Salary Schedule(s) incorporated as Appendix B.
- B. Index for Salary Schedule(s) incorporated as Appendix C.
- C. STRS "Pick-Up" Utilizing the Salary Reduction Method.

The Board agrees with the OTA to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the teachers under the following terms and conditions and in accordance with state law.

- 1. The amount to be "picked-up" on behalf of each teacher shall be equal to the amount required for contribution by the State Teachers Retirement System, based on the teacher's gross annual compensation. The teacher's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of state tax, federal tax and qualified tax sheltered annuities and teacher's share of contributions to the benefit plan.
- 2. The pick-up shall become effective February 1, 1984 and shall apply to all compensation including supplemental earnings thereafter.
- 3. Teachers are individually responsible for reviewing the relationship between the "pick-up" and their other tax deferral arrangements, if any.

ARTICLE 53

Employment of Previously Retired Teachers

The Board may fill any certified vacancy with a previously retired certificated/licensed applicant subject to the conditions provided below.

- A. Previously Retired Teachers (PRTs) shall be awarded one-year contracts of employment that shall automatically expire at the end of the each school year without requirement for any performance evaluation and without any notice of non-renewal.
- B. PRTs may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status. If rehired for the following year, the teacher shall move to the next longevity step on the salary schedule column.

- C. For purposes of Reduction in Force, PRTs shall not accrue seniority and shall have no right of recall.
- D. PRTs are eligible for sick leave accumulation up to a total of thirty (30) days commencing with the first year of reemployment, excluding eligibility to contribute to and participate in the sick leave bank. PRTs shall not carry over any accumulated and unused sick leave from any prior public employment.
- E. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.
- F. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.
- G. For purposes of salary schedule placement, a previously retired teacher may be granted between zero (0) and ten (10) years' service credit upon initial reemployment. If rehired for the following year, the teacher shall move to the next longevity step on the salary schedule column. PRTs will be credited with all earned training and degrees for column placement purposes.
- H. PRTs shall not be entitled to participate in the District's group insurance plans. However, to the extent that PRTs are not eligible for primary coverage under a STRS health benefits plan, they will be eligible to enroll in the District's health benefits plan on the same terms as other bargaining unit members.
- I. Article 50, Continued Education, reimbursement will not be provided to PRTs.
- J. PRTs will be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by the specific provisions of this Article.
- K. If any PRT's salary in the 2005-06 school year as a PRT exceeds the salary provided in this Article, that teacher shall remain on the same step of the salary schedule on which he/she was placed in the 2005-06 school year.

ARTICLE 54

Severability/Contrary to Law

Every teacher will have all privileges provided by state statutes except as changed by the provisions of this contract.

If a court or regulatory/administrative agency with proper jurisdiction determines that any provision or application of this agreement is invalid or is in conflict with state minimum standards either party may request in writing that negotiations be opened, but only with respect to the provision or application declared to be in conflict. The parties shall meet to attempt to renegotiate said provision within thirty (30) calendar days after receipt of the request unless

mutually agreed otherwise. If an agreement has not been reached within forty-five (45) days the provisions of Article 7 of this Agreement or some other mutually agreed to procedure will be implemented.

ARTICLE 55

Complete Agreement

A. Entire Agreement.

This Agreement supersedes and cancels all previous agreements between the Board and the OTA and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding on either party unless executed in writing.

B. Waiver of Negotiations.

Except as specifically provided in this contract, the board and the OTA waive the right to negotiate further with respect to matters specifically covered in this Agreement.

OLENTANGY LOCAL SCHOOL DISTRICT
Grievance Report Form

Grievance # _____

Name of Grievant _____

Building _____

Level I - Formal Grievance
Immediate Supervisor

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance (including the specific Article(s) and Section(s) of the Agreement alleged to have been violated):

C. Relief Sought:

Signature of Grievant _____

Date _____

Signature of Principal _____

Date _____

Level II - Formal Grievance
Superintendent

A. Signature of Grievant _____ Date _____

B. Date Submitted to Superintendent _____

C. Disposition of Superintendent/Designee:

Signature of Superintendent/Designee _____ Date _____

Level III - Formal Grievance
Submission to Arbitration

A. Signature of Grievant _____ Date _____

B. Date Submitted to Arbitration _____

C. Signature of OTA Officer or Representative _____

Date: _____

APPENDIX B

Salary Schedule July 1, 2008 through June 30, 2009 BA Base \$35,072

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
0	35,072	36,475	37,527	39,614	41,578	43,542	45,506
1	36,538	37,979	39,053	41,315	43,314	45,453	47,593
2	38,004	39,484	40,578	43,016	45,050	47,365	49,679
3	39,470	40,989	42,104	44,717	46,786	49,276	51,766
4	40,936	42,493	43,630	46,418	48,522	51,188	53,853
5	43,868	45,502	46,681	48,119	50,258	53,099	55,940
6	45,334	47,007	48,206	49,820	51,994	55,010	58,027
7	46,800	48,512	49,732	51,521	53,730	56,922	60,113
8	48,266	50,016	51,258	53,222	55,466	58,833	62,200
9	49,732	51,521	52,783	54,923	57,202	60,745	64,287
10	51,198	53,025	54,309	56,624	58,938	62,656	66,374
11	52,664	54,530	55,835	58,325	60,675	64,568	68,461
12	54,130	56,035	57,360	60,026	62,411	66,479	70,547
13	55,596	57,539	58,886	61,727	64,147	68,390	72,634
14	57,062	59,044	60,412	63,428	65,883	70,302	74,721
15	58,528	60,548	61,937	65,129	67,619	72,213	76,808
16	59,994	62,053	63,463	66,830	69,355	74,125	78,894
17	61,460	63,557	64,988	68,531	71,091	76,036	80,981
18	62,926	65,062	66,514	70,232	72,827	77,948	83,068
19	64,392	66,567	68,040	71,933	74,563	79,859	85,155
20	65,858	68,071	69,565	73,634	76,299	81,770	87,242
21	65,858	68,071	69,565	73,634	76,299	81,770	87,242
22	68,790	71,080	72,617	74,153	76,874	82,419	88,206
23	68,790	71,080	72,617	74,153	76,874	82,419	88,206
24	68,790	71,080	72,617	74,153	76,874	82,419	88,206
25	69,891	74,086	76,183	78,281	82,479	86,673	90,872
26	69,891	74,086	76,183	78,281	82,479	86,673	90,872
27	69,891	74,086	76,183	78,281	82,479	86,673	90,872
28	69,891	74,086	76,183	78,281	82,479	86,673	90,872
29	69,891	74,086	76,183	78,281	82,479	86,673	90,872
30	69,891	74,086	76,183	78,281	82,479	86,673	90,872
31	69,891	74,086	76,183	78,281	82,479	86,673	90,872
32	69,891	74,086	76,183	78,281	82,479	86,673	90,872
33	69,891	74,086	76,183	78,281	82,479	86,673	90,872
34	69,891	74,086	76,183	78,281	82,479	86,673	90,872
35	69,891	74,086	76,183	78,281	82,479	86,673	90,872

Salary Schedule
July 1, 2009 through June 30, 2010
BA Base \$36,054

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
0	36,054	37,496	38,578	40,723	42,742	44,761	46,780
1	37,561	39,043	40,146	42,472	44,527	46,726	48,925
2	39,068	40,590	41,714	44,220	46,311	48,691	51,070
3	40,575	42,136	43,283	45,969	48,096	50,656	53,216
4	42,082	43,683	44,851	47,717	49,881	52,621	55,361
5	45,096	46,776	47,988	49,466	51,665	54,586	57,506
6	46,603	48,323	49,556	51,215	53,450	56,551	59,651
7	48,110	49,870	51,125	52,963	55,235	58,516	61,797
8	49,618	51,417	52,693	54,712	57,019	60,481	63,942
9	51,125	52,963	54,261	56,461	58,804	62,446	66,087
10	52,632	54,510	55,830	58,209	60,589	64,410	68,232
11	54,139	56,057	57,398	59,958	62,373	66,375	70,377
12	55,646	57,603	58,966	61,706	64,158	68,340	72,523
13	57,153	59,150	60,535	63,455	65,943	70,305	74,668
14	58,660	60,697	62,103	65,204	67,727	72,270	76,813
15	60,167	62,244	63,671	66,952	69,512	74,235	78,958
16	61,674	63,790	65,240	68,701	71,297	76,200	81,103
17	63,181	65,337	66,808	70,450	73,081	78,165	83,249
18	64,688	66,884	68,376	72,198	74,866	80,130	85,394
19	66,195	68,430	69,945	73,947	76,651	82,095	87,539
20	67,702	69,977	71,513	75,695	78,435	84,060	89,684
21	67,702	69,977	71,513	75,695	78,435	84,060	89,684
22	70,716	73,071	74,650	76,229	79,027	84,727	90,676
23	70,716	73,071	74,650	76,229	79,027	84,727	90,676
24	70,716	73,071	74,650	76,229	79,027	84,727	90,676
25	71,848	76,160	78,316	80,473	84,788	89,100	93,416
26	71,848	76,160	78,316	80,473	84,788	89,100	93,416
27	71,848	76,160	78,316	80,473	84,788	89,100	93,416
28	71,848	76,160	78,316	80,473	84,788	89,100	93,416
29	71,848	76,160	78,316	80,473	84,788	89,100	93,416
30	71,848	76,160	78,316	80,473	84,788	89,100	93,416
31	71,848	76,160	78,316	80,473	84,788	89,100	93,416
32	71,848	76,160	78,316	80,473	84,788	89,100	93,416
33	71,848	76,160	78,316	80,473	84,788	89,100	93,416
34	71,848	76,160	78,316	80,473	84,788	89,100	93,416
35	71,848	76,160	78,316	80,473	84,788	89,100	93,416

Salary Schedule
July 1, 2010 through June 30, 2011
BA Base \$37,064

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
0	37,064	38,547	39,658	41,864	43,939	46,015	48,091
1	38,613	40,137	41,271	43,661	45,774	48,035	50,296
2	40,163	41,727	42,883	45,459	47,609	50,055	52,501
3	41,712	43,317	44,495	47,257	49,443	52,075	54,706
4	43,261	44,907	46,108	49,054	51,278	54,095	56,912
5	46,360	48,087	49,332	50,852	53,113	56,115	59,117
6	47,909	49,677	50,944	52,649	54,947	58,135	61,322
7	49,458	51,267	52,557	54,447	56,782	60,155	63,528
8	51,007	52,857	54,169	56,245	58,617	62,175	65,733
9	52,557	54,447	55,781	58,042	60,451	64,195	67,938
10	54,106	56,037	57,394	59,840	62,286	66,215	70,144
11	55,655	57,627	59,006	61,637	64,121	68,235	72,349
12	57,205	59,217	60,618	63,435	65,955	70,255	74,554
13	58,754	60,807	62,230	65,233	67,790	72,275	76,760
14	60,303	62,397	63,843	67,030	69,625	74,295	78,965
15	61,852	63,987	65,455	68,828	71,459	76,315	81,170
16	63,402	65,577	67,067	70,625	73,294	78,335	83,375
17	64,951	67,167	68,680	72,423	75,129	80,355	85,581
18	66,500	68,757	70,292	74,221	76,963	82,375	87,786
19	68,050	70,347	71,904	76,018	78,798	84,395	89,991
20	69,599	71,938	73,516	77,816	80,633	86,415	92,197
21	69,599	71,938	73,516	77,816	80,633	86,415	92,197
22	72,697	75,118	76,741	78,364	81,241	87,100	93,216
23	72,697	75,118	76,741	78,364	81,241	87,100	93,216
24	72,697	75,118	76,741	78,364	81,241	87,100	93,216
25	73,861	78,294	80,510	82,727	87,163	91,596	96,033
26	73,861	78,294	80,510	82,727	87,163	91,596	96,033
27	73,861	78,294	80,510	82,727	87,163	91,596	96,033
28	73,861	78,294	80,510	82,727	87,163	91,596	96,033
29	73,861	78,294	80,510	82,727	87,163	91,596	96,033
30	73,861	78,294	80,510	82,727	87,163	91,596	96,033
31	73,861	78,294	80,510	82,727	87,163	91,596	96,033
32	73,861	78,294	80,510	82,727	87,163	91,596	96,033
33	73,861	78,294	80,510	82,727	87,163	91,596	96,033
34	73,861	78,294	80,510	82,727	87,163	91,596	96,033
35	73,861	78,294	80,510	82,727	87,163	91,596	96,033

SALARY INDEX
JULY 1, 2008 THROUGH JUNE 30, 2011

STEP	Index	Index	Index	Index	Index	Index	Index
0	1.0000	1.0400	1.0700	1.1295	1.1855	1.2415	1.2975
1	1.0418	1.0829	1.1135	1.1780	1.2350	1.2960	1.3570
2	1.0836	1.1258	1.1570	1.2265	1.2845	1.3505	1.4165
3	1.1254	1.1687	1.2005	1.2750	1.3340	1.4050	1.4760
4	1.1672	1.2116	1.2440	1.3235	1.3835	1.4595	1.5355
5	1.2508	1.2974	1.3310	1.3720	1.4330	1.5140	1.5950
6	1.2926	1.3403	1.3745	1.4205	1.4825	1.5685	1.6545
7	1.3344	1.3832	1.4180	1.4690	1.5320	1.6230	1.7140
8	1.3762	1.4261	1.4615	1.5175	1.5815	1.6775	1.7735
9	1.4180	1.4690	1.5050	1.5660	1.6310	1.7320	1.8330
10	1.4598	1.5119	1.5485	1.6145	1.6805	1.7865	1.8925
11	1.5016	1.5548	1.5920	1.6630	1.7300	1.8410	1.9520
12	1.5434	1.5977	1.6355	1.7115	1.7795	1.8955	2.0115
13	1.5852	1.6406	1.6790	1.7600	1.8290	1.9500	2.0710
14	1.6270	1.6835	1.7225	1.8085	1.8785	2.0045	2.1305
15	1.6688	1.7264	1.7660	1.8570	1.9280	2.0590	2.1900
16	1.7106	1.7693	1.8095	1.9055	1.9775	2.1135	2.2495
17	1.7524	1.8122	1.8530	1.9540	2.0270	2.1680	2.3090
18	1.7942	1.8551	1.8965	2.0025	2.0765	2.2225	2.3685
19	1.8360	1.8980	1.9400	2.0510	2.1260	2.2770	2.4280
20	1.8778	1.9409	1.9835	2.0995	2.1755	2.3315	2.4875
22	1.9614	2.0267	2.0705	2.1143	2.1919	2.3500	2.5150
25	1.9928	2.1124	2.1722	2.2320	2.3517	2.4713	2.5910

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE July 1, 2008 through June 30, 2009

Base: \$35,072

Step	Group 1	\$
0	0.1300	\$4,559
1	0.1350	\$4,735
2	0.1400	\$4,910
3	0.1450	\$5,085
4	0.1500	\$5,261
5	0.1550	\$5,436
6	0.1600	\$5,612
7	0.1650	\$5,787
8	0.1700	\$5,962
9	0.1750	\$6,138
10	0.1800	\$6,313

Step	Group 2	\$
0	0.1200	\$4,209
1	0.1250	\$4,384
2	0.1300	\$4,559
3	0.1350	\$4,735
4	0.1400	\$4,910
5	0.1450	\$5,085
6	0.1500	\$5,261
7	0.1550	\$5,436
8	0.1600	\$5,612
9	0.1650	\$5,787
10	0.1700	\$5,962

Step	Group 3	\$
0	0.1000	\$3,507
1	0.1050	\$3,683
2	0.1100	\$3,858
3	0.1150	\$4,033
4	0.1200	\$4,209
5	0.1250	\$4,384
6	0.1300	\$4,559
7	0.1350	\$4,735
8	0.1400	\$4,910
9	0.1450	\$5,085
10	0.1500	\$5,261

Step	Group 4	\$
0	0.0800	\$2,806
1	0.0850	\$2,981
2	0.0900	\$3,156
3	0.0950	\$3,332
4	0.1000	\$3,507
5	0.1050	\$3,683
6	0.1100	\$3,858
7	0.1150	\$4,033
8	0.1200	\$4,209
9	0.1250	\$4,384
10	0.1300	\$4,559

Step	Group 5	\$
0	0.0700	\$2,455
1	0.0750	\$2,630
2	0.0800	\$2,806
3	0.0850	\$2,981
4	0.0900	\$3,156
5	0.0950	\$3,332
6	0.1000	\$3,507
7	0.1050	\$3,683
8	0.1100	\$3,858
9	0.1150	\$4,033
10	0.1200	\$4,209

Step	Group 6	\$
0	0.0600	\$2,104
1	0.0650	\$2,280
2	0.0700	\$2,455
3	0.0750	\$2,630
4	0.0800	\$2,806
5	0.0850	\$2,981
6	0.0900	\$3,156
7	0.0950	\$3,332
8	0.1000	\$3,507
9	0.1050	\$3,683
10	0.1100	\$3,858

Step	Group 7	\$
0	0.0500	\$1,754
1	0.0550	\$1,929
2	0.0600	\$2,104
3	0.0650	\$2,280
4	0.0700	\$2,455
5	0.0750	\$2,630
6	0.0800	\$2,806
7	0.0850	\$2,981
8	0.0900	\$3,156
9	0.0950	\$3,332
10	0.1000	\$3,507

Step	Group 8	\$
0	0.0400	\$1,403
1	0.0425	\$1,491
2	0.0450	\$1,578
3	0.0475	\$1,666
4	0.0500	\$1,754
5	0.0525	\$1,841
6	0.0550	\$1,929
7	0.0575	\$2,017
8	0.0600	\$2,104
9	0.0625	\$2,192
10	0.0650	\$2,280

Step	Group 9	\$
0	0.0300	\$1,052
1	0.0325	\$1,140
2	0.0350	\$1,228
3	0.0375	\$1,315
4	0.0400	\$1,403
5	0.0425	\$1,491
6	0.0450	\$1,578
7	0.0475	\$1,666
8	0.0500	\$1,754
9	0.0525	\$1,841
10	0.0550	\$1,929

Step	Group 10	\$
0	0.0200	\$701
1	0.0210	\$737
2	0.0220	\$772
3	0.0230	\$807
4	0.0240	\$842
5	0.0250	\$877
6	0.0260	\$912
7	0.0270	\$947
8	0.0280	\$982
9	0.0290	\$1,017
10	0.0300	\$1,052

Step	Group 11	\$
0	0.0100	\$351
1	0.0110	\$386
2	0.0120	\$421
3	0.0130	\$456
4	0.0140	\$491
5	0.0150	\$526
6	0.0160	\$561
7	0.0170	\$596
8	0.0180	\$631
9	0.0190	\$666
10	0.0200	\$701

SUPPLEMENTAL SALARY SCHEDULE
July 1, 2009 through June 30, 2010

Base: \$36,054

Step	Group 1	\$
0	0.1300	\$4,687
1	0.1350	\$4,867
2	0.1400	\$5,048
3	0.1450	\$5,228
4	0.1500	\$5,408
5	0.1550	\$5,588
6	0.1600	\$5,769
7	0.1650	\$5,949
8	0.1700	\$6,129
9	0.1750	\$6,309
10	0.1800	\$6,490

Step	Group 2	\$
0	0.1200	\$4,326
1	0.1250	\$4,507
2	0.1300	\$4,687
3	0.1350	\$4,867
4	0.1400	\$5,048
5	0.1450	\$5,228
6	0.1500	\$5,408
7	0.1550	\$5,588
8	0.1600	\$5,769
9	0.1650	\$5,949
10	0.1700	\$6,129

Step	Group 3	\$
0	0.1000	\$3,605
1	0.1050	\$3,786
2	0.1100	\$3,966
3	0.1150	\$4,146
4	0.1200	\$4,326
5	0.1250	\$4,507
6	0.1300	\$4,687
7	0.1350	\$4,867
8	0.1400	\$5,048
9	0.1450	\$5,228
10	0.1500	\$5,408

Step	Group 4	\$
0	0.0800	\$2,884
1	0.0850	\$3,065
2	0.0900	\$3,245
3	0.0950	\$3,425
4	0.1000	\$3,605
5	0.1050	\$3,786
6	0.1100	\$3,966
7	0.1150	\$4,146
8	0.1200	\$4,326
9	0.1250	\$4,507
10	0.1300	\$4,687

Step	Group 5	\$
0	0.0700	\$2,524
1	0.0750	\$2,704
2	0.0800	\$2,884
3	0.0850	\$3,065
4	0.0900	\$3,245
5	0.0950	\$3,425
6	0.1000	\$3,605
7	0.1050	\$3,786
8	0.1100	\$3,966
9	0.1150	\$4,146
10	0.1200	\$4,326

Step	Group 6	\$
0	0.0600	\$2,163
1	0.0650	\$2,344
2	0.0700	\$2,524
3	0.0750	\$2,704
4	0.0800	\$2,884
5	0.0850	\$3,065
6	0.0900	\$3,245
7	0.0950	\$3,425
8	0.1000	\$3,605
9	0.1050	\$3,786
10	0.1100	\$3,966

Step	Group 7	\$
0	0.0500	\$1,803
1	0.0550	\$1,983
2	0.0600	\$2,163
3	0.0650	\$2,344
4	0.0700	\$2,524
5	0.0750	\$2,704
6	0.0800	\$2,884
7	0.0850	\$3,065
8	0.0900	\$3,245
9	0.0950	\$3,425
10	0.1000	\$3,605

Step	Group 8	\$
0	0.0400	\$1,442
1	0.0425	\$1,532
2	0.0450	\$1,622
3	0.0475	\$1,713
4	0.0500	\$1,803
5	0.0525	\$1,893
6	0.0550	\$1,983
7	0.0575	\$2,073
8	0.0600	\$2,163
9	0.0625	\$2,253
10	0.0650	\$2,344

Step	Group 9	\$
0	0.0300	\$1,082
1	0.0325	\$1,172
2	0.0350	\$1,262
3	0.0375	\$1,352
4	0.0400	\$1,442
5	0.0425	\$1,532
6	0.0450	\$1,622
7	0.0475	\$1,713
8	0.0500	\$1,803
9	0.0525	\$1,893
10	0.0550	\$1,983

Step	Group 10	\$
0	0.0200	\$721
1	0.0210	\$757
2	0.0220	\$793
3	0.0230	\$829
4	0.0240	\$865
5	0.0250	\$901
6	0.0260	\$937
7	0.0270	\$973
8	0.0280	\$1,010
9	0.0290	\$1,046
10	0.0300	\$1,082

Step	Group 11	\$
0	0.0100	\$361
1	0.0110	\$397
2	0.0120	\$433
3	0.0130	\$469
4	0.0140	\$505
5	0.0150	\$541
6	0.0160	\$577
7	0.0170	\$613
8	0.0180	\$649
9	0.0190	\$685
10	0.0200	\$721

**SUPPLEMENTAL SALARY SCHEDULE
July 1, 2010 through June 30, 2011**

Base: \$37,064

Step	Group 1	\$
0	0.1300	\$4,818
1	0.1350	\$5,004
2	0.1400	\$5,189
3	0.1450	\$5,374
4	0.1500	\$5,560
5	0.1550	\$5,745
6	0.1600	\$5,930
7	0.1650	\$6,116
8	0.1700	\$6,301
9	0.1750	\$6,486
10	0.1800	\$6,672

Step	Group 2	\$
0	0.1200	\$4,448
1	0.1250	\$4,633
2	0.1300	\$4,818
3	0.1350	\$5,004
4	0.1400	\$5,189
5	0.1450	\$5,374
6	0.1500	\$5,560
7	0.1550	\$5,745
8	0.1600	\$5,930
9	0.1650	\$6,116
10	0.1700	\$6,301

Step	Group 3	\$
0	0.1000	\$3,706
1	0.1050	\$3,892
2	0.1100	\$4,077
3	0.1150	\$4,262
4	0.1200	\$4,448
5	0.1250	\$4,633
6	0.1300	\$4,818
7	0.1350	\$5,004
8	0.1400	\$5,189
9	0.1450	\$5,374
10	0.1500	\$5,560

Step	Group 4	\$
0	0.0800	\$2,965
1	0.0850	\$3,150
2	0.0900	\$3,336
3	0.0950	\$3,521
4	0.1000	\$3,706
5	0.1050	\$3,892
6	0.1100	\$4,077
7	0.1150	\$4,262
8	0.1200	\$4,448
9	0.1250	\$4,633
10	0.1300	\$4,818

Step	Group 5	\$
0	0.0700	\$2,594
1	0.0750	\$2,780
2	0.0800	\$2,965
3	0.0850	\$3,150
4	0.0900	\$3,336
5	0.0950	\$3,521
6	0.1000	\$3,706
7	0.1050	\$3,892
8	0.1100	\$4,077
9	0.1150	\$4,262
10	0.1200	\$4,448

Step	Group 6	\$
0	0.0600	\$2,224
1	0.0650	\$2,409
2	0.0700	\$2,594
3	0.0750	\$2,780
4	0.0800	\$2,965
5	0.0850	\$3,150
6	0.0900	\$3,336
7	0.0950	\$3,521
8	0.1000	\$3,706
9	0.1050	\$3,892
10	0.1100	\$4,077

Step	Group 7	\$
0	0.0500	\$1,853
1	0.0550	\$2,039
2	0.0600	\$2,224
3	0.0650	\$2,409
4	0.0700	\$2,594
5	0.0750	\$2,780
6	0.0800	\$2,965
7	0.0850	\$3,150
8	0.0900	\$3,336
9	0.0950	\$3,521
10	0.1000	\$3,706

Step	Group 8	\$
0	0.0400	\$1,483
1	0.0425	\$1,575
2	0.0450	\$1,668
3	0.0475	\$1,761
4	0.0500	\$1,853
5	0.0525	\$1,946
6	0.0550	\$2,039
7	0.0575	\$2,131
8	0.0600	\$2,224
9	0.0625	\$2,317
10	0.0650	\$2,409

Step	Group 9	\$
0	0.0300	\$1,112
1	0.0325	\$1,205
2	0.0350	\$1,297
3	0.0375	\$1,390
4	0.0400	\$1,483
5	0.0425	\$1,575
6	0.0450	\$1,668
7	0.0475	\$1,761
8	0.0500	\$1,853
9	0.0525	\$1,946
10	0.0550	\$2,039

Step	Group 10	\$
0	0.0200	\$741
1	0.0210	\$778
2	0.0220	\$815
3	0.0230	\$852
4	0.0240	\$890
5	0.0250	\$927
6	0.0260	\$964
7	0.0270	\$1,001
8	0.0280	\$1,038
9	0.0290	\$1,075
10	0.0300	\$1,112

Step	Group 11	\$
0	0.0100	\$371
1	0.0110	\$408
2	0.0120	\$445
3	0.0130	\$482
4	0.0140	\$519
5	0.0150	\$556
6	0.0160	\$593
7	0.0170	\$630
8	0.0180	\$667
9	0.0190	\$704
10	0.0200	\$741

SUPPLEMENTAL SALARY GROUPS JULY 1, 2008 THROUGH JUNE 30, 2011

GROUP 1

HS Head Band Dir
HS Head Basketball
HS Head Football

GROUP 2

HS Head Baseball
HS Head Gymnastics
HS Head Ice Hockey
HS Head Lacrosse
HS Head Soccer
HS Head Softball
HS Head Swimming
HS Head Track
HS Head Volleyball
HS Head Wrestling

GROUP 3

HS Asst Band Dir
HS Asst Basketball
HS JV Basketball
HS Head Freshman Basketball
HS Asst Football
HS Head Freshman Football
HS Asst Wrestling
HS JV Wrestling

GROUP 4

HS Asst Baseball
HS JV Baseball
HS Head Freshman Baseball
HS Head Cross Country
HS Drama Dir (Fall)
HS Drama Dir (Spring)
HS Drama Dir (Winter)
HS Head Field Hockey
HS Asst Freshman Football
HS Head Golf
HS Asst Lacrosse
HS JV Lacrosse
HS Freshman Mentor
HS Asst Soccer
HS JV Soccer
HS Asst Softball
HS JV Softball
HS Head Freshman Softball
HS Head Tennis
HS Asst Track
HS Vocal Dir / Keynotes
HS Asst Volleyball
HS JV Volleyball
HS Head Freshman Wrestling
HS Vocal Music Accompanist

GROUP 5

HS Head Basketball Cheerleading
HS Head Football Cheerleading
HS Asst Cross Country
HS Faculty Mgr (Fall)
HS Faculty Mgr (Winter)
HS JV Golf
HS Asst Tennis
HS Head Freshman Volleyball
MS Band Dir
MS Faculty Mgr (Winter)
MS Vocal Dir

GROUP 6

HS Faculty Mgr (Spring)
HS Asst Field Hockey
HS Strings / Orchestra Dir
HS Yearbook
MS 8th Grade Baseball
MS 7th Grade Baseball
MS 8th Grade Basketball
MS 7th Grade Basketball
MS Faculty Mgr (Fall)
MS Faculty Mgr (Spring)
MS 8th Grade Head Football
MS 7th Grade Head Football
MS Head Golf
MS Head Lacrosse
MS 8th Grade Softball
MS 7th Grade Softball
MS Head Track
MS 8th Grade Volleyball
MS 7th Grade Volleyball
MS Head Wrestling

GROUP 7

District Dept / Building Chairs
HS JV Basketball Cheerleading
HS JV Football Cheerleading
HS Asst Drama Dir (Fall)
HS Asst Drama Dir (Spring)
HS Asst Drama Dir (Winter)
HS Head Forensics Team
HS Majorette / Flag Corps
MS Asst Band
MS Head Cross Country
MS 8th Grade Asst Football
MS 7th Grade Asst Football
MS Asst Lacrosse
MS Asst Track
MS Washington, DC Coordinator
MS Asst Wrestling

GROUP 8

HS Freshman Basketball Cheerleading
HS Freshman Football Cheerleading
HS Junior Class Advisor
HS Drama Choreographer (Fall)
HS Drama Choreographer (Spring)
HS Drama Choreographer (Winter)
HS Asst Forensics Team
HS In the Know
HS Percussion Advisor
HS Show Choir Choreographer
HS Student Council
HS Weight Trng Supervisor (Fall)
HS Weight Trng Supervisor (Spring)
HS Weight Trng Supervisor (Summer)
HS Weight Trng Supervisor (Winter)
MS Asst Cross Country
MS Strings / Orchestra Dir

GROUP 9

HS Head Bowling
HS Ski Club
HS Senior Class Advisor
HS Community Service Performance Dir
HS Drama Tech Dir (Fall)
HS Drama Tech Dir (Spring)
HS Drama Tech Dir (Winter)
MS 8th Grade Basketball Cheerleading
MS 7th Grade Basketball Cheerleading
MS 8th Grade Football Cheerleading
MS 7th Grade Football Cheerleading
ES Safety Patrol

GROUP 10

HS Drama Instrumental Dir (Fall)
HS Drama Instrumental Dir (Spring)
HS Drama Instrumental Dir (Winter)
HS Literacy Magazine
HS School Newspaper
HS Science Fair
HS Teen Advocate
MS Drama Club
MS Science Fair
ES Music Dir (Spring)
ES Music Dir (Winter)

GROUP 11

HS Art Club
HS Sophomore Class Advisor
HS Freshman Class Advisor
HS French Club
HS German Club
HS Industrial Technology Club
HS National Honor Society
HS Odyssey of the Minds
HS Spanish Club
HS Sports Stat (Fall)
HS Sports Stat (Winter)
HS Thespians
MS Art Club
MS Spelling Bee
MS Student Council
MS Teen Advocate
MS Washington, DC Chaperone
MS Yearbook
ES Music Asst Dir (Spring)
ES Music Asst Dir (Winter)
ES Spelling Bee

APPROVED CLUB ACTIVITIES

HS Psychology Club Volunteer
Advisor
HS Young Democrats Club Volunteer
Advisor
HS Young Republicans Club Volunteer
Advisor
MS Chess Club Volunteer Advisor
MS Tennis Club Volunteer Advisor

APPENDIX E

TEACHER DRESS MEMORANDUM OF UNDERSTANDING

The following shall be the general standards and/or guidelines for teacher dress:

1. Fridays shall be designated as Olentangy School Spirit Days. On Fridays, teachers may wear blue/denim jeans if they are clean, neat and worn with Olentangy logo attire or school assigned colors.
2. On Spirit Days, other team logos (not Olentangy) with blue/denim jeans are not acceptable.
3. "Bib" style pants or overalls, regardless of the material and/or day of the week, are not acceptable.
4. Any attire which exhibits excessive wear, such as fraying or holes, is not acceptable.
5. Foot attire should remain professional. Soiled or tattered tennis shoes are not acceptable.
6. Building sponsored "spirit days" for Olentangy or other teams or events are not discouraged, but must be pre-planned and coordinated between the building faculty and the building administrator.
7. For field trips, teachers may wear clothing which is appropriate to the scheduled activity.

APPENDIX F

OLENTANGY HEALTH INSURANCE COVERAGE LEVELS

**Standardized Managed Care
Preferred Provider Plan A**

	In Network	Out of Network
PREVENTATIVE CARE:		
OB/GYN Exams	\$10 copay	80%
Well Baby/Child	\$10 copay	Not covered
Routine Eye/Ear	\$10 copay	Not covered
Routine Physical	\$10 copay – \$200 calendar year max	Not covered
Routine Immunizations	\$10 copay	Not covered
Allergy Testing	\$10 copay	80%
Mammogram	100%	80%
Emergency Room	\$50 copay	80%
MENTAL NERVOUS:		
Inpatient	100% - 30 days/calendar year	
Outpatient	\$10 for 1-25 visits/year; \$20 for 26-50 visits/year	
SUBSTANCE ABUSE:		
Inpatient	100% - 30 days/calendar year	
Outpatient	\$10 for 1-25 visits/year; \$20 for 26-50 visits/year	
Deductible	0	\$200 single/\$400 family
Coinsurance	100%	80%
Out of Pocket	N/A	\$700 single/\$1,400 family (includes deductible)
Life-Time Maximum	\$1,000,000	\$1,000,000
HOSPITAL: (\$200 Hospital Utilization Review Penalty)		
Room and Board	100%	80%
Miscellaneous	100%	80%
SURGICAL:		
Inpatient	100%	80%
Outpatient	100%	80%
Physician's Office	\$10 copay	80%
Anesthesia	100%	80%
Inpatient Hospital Physician Visits	100%	80%
Office Visits	\$10 copay	80%
Specialist Office Visit	\$10 copay	80%
Pre-admission Testing	100%	80%
Diagnostic Lab/X-ray	100%	80%
Radiation Therapy	100%	80%
Skilled Nursing Facility	100%	80%
Home Health Care	100%	80%
Hospice	100%	80%
Durable Medical Equipment (Rental to Purchase Price)	100%	80%
Physical Therapy	100%	80%
PRESCRIPTIONS:		
Brand	\$10 copay	\$10 copay
Generic	\$5 copay	\$5 copay
Mail Order	\$5 copay	\$5 copay

R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Olentangy Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Collective Bargaining Agreement between the Board and the Olentangy Education Association, effective from July 1, 2008 through June 30, 2011.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

Treasurer

Interim Superintendent

Board President

April 30, 2008

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