OLENTANGY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

AMENDED NEGOTIATED AGREEMENT

BETWEEN

OLENTANGY TEACHERS ASSOCIATION

AND

OLENTANGY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

FOR THE PERIOD

JULY 1, 2025 THROUGH JUNE 30, 2028

TABLE OF CONTENTS

ARTICLE 1 Signatures 3
ARTICLE 2 Recognition 4
ARTICLE 3 Gender 4
ARTICLE 4 Equal Opportunity 4
ARTICLE 5 Scope of Negotiations 5
ARTICLE 6 Bargaining Procedures 5
ARTICLE 7 Procedure if Agreement is Not Reached 6
ARTICLE 8 Evaluation 6
ARTICLE 9 Grievance/Problem Procedure 11
ARTICLE 10 Severance Pay 14
ARTICLE 11 Cumulative Sick Leave 16
ARTICLE 12 Leave of Absence – Unpaid 20
ARTICLE 13 Personal Leave 27
ARTICLE 14 Professional Leave 28
ARTICLE 15 Sabbatical Leave 28
ARTICLE 16 OTA Partnership 30
ARTICLE 17 Length of Teacher Day 31
ARTICLE 18 Length of School Year 33
ARTICLE 19 Notification of Teaching Assignment 34
ARTICLE 20 Jury Duty 35
ARTICLE 21 Vacancies, Transfers and Reassignments 35
ARTICLE 22 Religious Leave 37
ARTICLE 23 Fair Dismissal Policy 37
ARTICLE 24 Discipline/Reprimands 38
ARTICLE 25 Late Employment and Non-renewal 39
ARTICLE 26 Reduction in Force 39
ARTICLE 27 Seniority 42
ARTICLE 28 Personnel Files 43
ARTICLE 29 School Calendar 43
ARTICLE 30 Local Professional Development Committee 44
ARTICLE 31 Master Teacher Committee 46
ARTICLE 32 Contract Sequence 48
ARTICLE 33 Class Size/Teaching Load 49
ARTICLE 34 Digital and Alternative Learning Environments 51
ARTICLE 35 Teacher Dress 52
ARTICLE 36 Mentor Program 52
ARTICLE 37 Communicable Diseases 53
ARTICLE 38 Procedure to Resolve Parent/Teacher Disagreements 56
ARTICLE 39 Assault of a Teacher 57
ARTICLE 40 Development and Revision of Instructional Programs 59
ARTICLE 41 Job Sharing 60
ARTICLE 42 Mileage 61
ARTICLE 43 Traveling Teachers 61
ARTICLE 44 Issuing Contracts – Supplemental 62
ARTICLE 45 Evaluation of Supplemental Contracts 62

ARTICLE 46 Salary Notices or Limited Teaching Contracts 62
ARTICLE 47 Teacher's Children Who Attend Olentangy Schools 63
ARTICLE 48 Payroll 64
ARTICLE 49 District Coordinator/Building Chair 67
ARTICLE 50 Fringe Benefits/Benefit Options 68
ARTICLE 51 Supplemental Salary Schedule Provision 71
ARTICLE 52 Teacher Tuition Fund 72
ARTICLE 53 Salary Schedule Provisions 73
ARTICLE 54 New Schedule/Index 75
ARTICLE 55 Employment of Previously Retired Teachers 75
ARTICLE 56 Severability/Contrary to Law 76
ARTICLE 57 Complete Agreement 77
APPENDIX A Grievance Report Form 78
APPENDIX B Salary Schedule 80
APPENDIX C Salary Schedule Index 83
APPENDIX D Supplemental Salary Schedules 84
APPENDIX E Health Insurance 87
R.C. 5705.412 Certification of Adequate Revenue for Contract 92

ARTICLE 1

Signatures

The Olentangy Local School District Board of Education ("Board") and the Olentangy Teachers Association, OEA/NEA ("Association") agree to the following terms for a new three-year collective bargaining agreement, effective July 1, 2023 through June 30, 2028 ("new Agreement"):

A. Except as otherwise provided herein, the terms of the prior collective bargaining agreement ("prior Agreement") in effect from July 1, 2022 through June 30, 2025, including any and all Memorandums of Agreement ("MOAs") and Memorandums of Understanding ("MOUs") are incorporated into the new Agreement as through rewritten herein.

B. Employees shall receive a two and one-half percent (2.5%) base wage increase for the 2025-26 school year, and a three percent (3.0%) base wage increase for the 2026-27 and 2027-28 schools years, pursuant to the attached salary schedules.

The terms set forth herein were ratified by the Association and adopted by the Board on or before June 11, 2024.

OLENTANGY TEACHERS ASSOCIATION

Negotiating Chairperson:

Allison E. Shape, OTA President

Other Members:

Mark T. Comella

Jennifer M. Tod

Angela M. DeLong

BOARD OF EDUCATION OLENTANGY LOCAL SCHOOLS

Digitally signed by Brandon Lester
Date: 2024.06.12 13:40:59 -04'00'

Brandon J. Lester, President

Digitally signed by Timothy "Ryan" Jenkins
Date: 2024.06.12 13:41:13 -04'00'

Timothy R. Jenkins, Treasurer

Digitally signed by Todd R. Meyer
Date: 2024.06.12 13:41:35 -04'00'

Todd R. Meyer, 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.

D. Throughout this Agreement, unless otherwise specified, the Superintendent's designees shall be comprised of Central Office administrators.

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, sexual orientation, national origin, religion, disability, or genetic information. 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 seven (7) 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 of notification, the teams shall schedule the time of their first meeting. The parties may commence negotiations at an earlier date by mutual agreement. 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. Teachers who instruct students for at least half of the teacher's workday shall be evaluated in accordance with this Article.

The Board and the Association shall develop separate evaluation procedures for bargaining unit members who are not subject to this Article.

2. Classroom observations of the work performance of a teacher for the purpose of completing a written evaluation (hereinafter referred to as the "Teacher Performance Rubric") shall be conducted openly.

3. Value-added data, ODE-approved student assessments or other data trends may not be used as a stand-alone measure of student growth and may not be used outside of the overall teacher performance rating to terminate a teacher

4. 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.

5. The evaluation shall take into account the total performance of the teacher in the areas of job description adopted by the Board.

6. There will be no formal 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.

7. All teachers assigned to more than one (1) building who are to be evaluated shall be notified which administrator will conduct his/her evaluation. Teachers with above levels of student growth may choose their evaluator for the evaluation cycle. Teachers with expected levels of student growth will have input on their evaluator for the evaluation cycle. Teachers with below expected levels of student growth will have an evaluator assigned by the administration for the evaluation cycle.

    a. A first-year teacher or a teacher on an improvement plan can only be evaluated by a building administrator; otherwise, the evaluator shall be designated by the Superintendent or designee.

    b. A teacher may request that his/her evaluation be conducted by a building administrator rather than someone else designated upon learning of his/her evaluator.

    c. The designated evaluator will consult with building administration on teacher performance outside of the completed formal observation.

8. Prior to the first (1st) observation of a teacher in his/her first (1st) 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 Teacher Performance Rubric prior to the final evaluation conference.

    a. The evaluator shall send the teacher a hard copy or electronic copy of the evaluator's draft Teacher Performance Rubric at least six (6) workdays prior to May 1.

    b. Prior to May 1, the teacher may raise his/her concerns and/or provide input to the evaluator about the accuracy and thoroughness of the Teacher Performance Rubric.

10. Upon the conclusion of the final evaluation conference both parties shall sign the Teacher Performance Rubric.

    a. The teacher's signature shall signify only that he/she has received the Teacher Performance Rubric and does not necessarily imply agreement with the evaluation.

    b. Teachers shall be given a copy of the final, signed Teacher Performance Rubric at the conclusion of the final evaluation conference.

11. One copy of each Teacher Performance Rubric 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.

12. 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.

    a. 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.

    b. 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 formal thirty (30) minute classroom observation beyond the required minimum. Such additional observation shall be at least ten (10) school days after the last of the two observations required by law and completed by May 1.

c. Both parties shall sign and date this plan and attach it to the Teacher Performance Rubric and a copy will be given to the teacher.

d. If new deficiencies occur for which an improvement plan has not been developed, an amended plan for improvement will be developed followed by at least one (1) observation and completed by May 1.

e. A teacher rated "ineffective" may be assigned a Mentor as part of their improvement plan.

B. Timelines and Process for Teacher Evaluations

1. Except as otherwise provided herein, there shall be at least one (1) Teacher Performance Rubric completed by the evaluator by May 1 and the teacher shall be provided with a written copy of the Teacher Performance Rubric by May 10.

   a. A teacher who: (1) was on leave for fifty percent (50%) or more of the school year; or (2) has submitted notice of retirement that is accepted by the Board on or before December 1 of the school year, shall not be evaluated during that school year.

   b. For purposes of this exception, a teacher may be deemed to be on leave for 50 percent or more of the school year only if the teacher is on an approved leave of absence for at least this portion of the school year, with such leave approved by no later than December 31 of that year. If a teacher works a part-time schedule on certain days of the week (e.g., Mondays, Wednesday and Fridays), leave will be measured based on half of the part-time teacher's contract days.

2. Each evaluation must include at least two (2) formal thirty (30) minute observations of the teacher and walk-throughs; it may include additional observations. A post-observation conference may be held following each observation prior to the administrator's writing of the final evaluation.

3. An additional formal thirty (30) minute observation of the teacher is required if non-renewal is a possibility. The formal thirty (30) minute observation in A. 12 above shall be considered as the required additional observation necessary for non-renewal.

4. The evaluating administrator shall provide a teacher rated "ineffective" with an improvement plan in accordance with this Article, Section A. 10, above.

5. A teacher who is evaluated or claims he or she should be evaluated under Article 8, 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 Teachers Rated Accomplished or Skilled

1. Teachers who receive a rating of "Accomplished" on the teacher's most recent evaluation shall be evaluated once every three (3) school years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. At the discretion of the Superintendent or designee or building principal, the evaluation schedule of teachers rated as "Accomplished" may be randomly staggered to avoid having a large increase in the number of evaluations that must be conducted every third year.

2. A teacher who receives a rating of "Skilled" on his/her most recent evaluation shall be evaluated every other school year, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

3. In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall conduct as least one observation of the teacher and hold at least one conference with the teacher. The conference shall include a discussion of progress on the teacher's professional growth plan.

4. Notwithstanding anything to the contrary, a teacher entering the final year of a limited contract who received a rating of "Accomplished" or "Skilled" on the teacher's most recent evaluation may be evaluated during that year, in accordance with this Article, Section B., above.

D. Expedited Grievance Challenge - Teacher Evaluation

1. If an employee believes the evaluator has violated the procedure established in this Article 8 or that the evaluator's judgment or conclusion is arbitrary, capricious or unreasonable, the employee must file a written grievance at Level 1 within ten (10) days as defined in Article 9 of the employee's receipt of the signed and final version of a Teacher Performance Rubric for the particular school year or part of a school year.

2. The Superintendent and/or designee(s) shall meet within ten (10) days, as defined in Article 9 of a Teacher Performance Rubric grievance with the OTA President and/or OEA Consultant and discuss the grievance(s) to attempt to understand and resolve the grievance(s). Within ten (10) days as defined in Article 9 of such meeting if the Association wishes to appeal to arbitration, the Association shall file a written request for arbitration with the Chief Human Resources Officer. The arbitration shall be conducted with an expedited procedure before [one of three (3) arbitrators by random selection or an arbitrator mutually agreed to by the parties] in lieu of the use of AAA list(s), the AAA selection process and the AAA voluntary labor arbitration rules.

E. Joint Evaluation Committee

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.

The joint evaluation committee will submit evaluation instruments to the Chief Human Resources Officer for electronic posting.

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 or designee (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. Before filing any written grievance, 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, a grievant must informally discuss with his/her building principal, immediate supervisor or appropriate administrator the alleged violation, misinterpretation or misapplication of a term of this written Agreement.

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 informal discussion. 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 or designee. 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/resignation, as further defined below, 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 up to a maximum of ninety (90) days. The severance benefit must be based on the individual's daily rate of pay at retirement. Upon the death of a teacher who is under contract with the Board, his/her designated beneficiary shall be entitled to thirty percent (30%) of his/her unused sick leave accumulation up to a maximum of ninety (90) days. All severance payments shall be paid pursuant to the terms set forth below.

“Retirement" shall be defined to mean actual retirement from employment as a teacher and eligibility for retirement benefits under the State Teachers' Retirement System, or defined as actual retirement from employment as a teacher with at least eighteen (18) years of service to Olentangy Local School District. “Resignation” shall be defined as a teacher who resigns at the end of any given school year with at least eighteen (18) years of service to Olentangy Local School District. Teachers are only eligible to receive severance pay pursuant to this section one time in their teaching career with Olentangy Local School District. 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.

Notwithstanding anything in the CBA or Board Policy to the contrary, the Board shall adopt the “Voya Tax Deferred 403(b) Annuity Plan for Government Employees” (the “403(b) Accumulated Leave Plan”) with the following terms that comply with the requirements of this Contract.

1. The terms of the 403(b) Accumulated Leave Plan shall include the following:
    a. Participation in the 403(b) Accumulated Leave Plan shall be mandatory for any teacher actively employed on or after May 1, 2023, who would be entitled to severance pay under Article 10 and who is or will be age 55 years or older in the calendar year in which the teacher retires/resigns.
    b. When a retiring/resigning teacher is a participant in the 403(b) Accumulated Leave Plan, an employer contribution shall be made on the teacher’s behalf to the 403(b) Accumulated Leave Plan in an amount equal to the total amount of the Teacher’s severance pay in accordance with Article 10.

c. The 403(b) Accumulated Leave Plan contribution shall be made as soon as practicable upon eligible retirement/resignation. However, if the amount payable to the 403(b) Accumulated Leave plan in the calendar year of retirement would exceed the maximum amount that is permitted under applicable federal tax law for that year, the remaining amount shall be contributed to the 403(b) Accumulated Leave Plan after the first payroll date in January of the next calendar year, and for each subsequent calendar year, up to the maximum amount allowed by law, until the teacher is paid in full. Said payments shall not exceed the maximum number of years allowable by law.
d. A teacher who is a participant in the 403(b) Accumulated Leave Plan shall complete a sponsor enrollment package prior to eligible retirement/resignation; and, unless and until a teacher does so, no contribution of severance pay shall be made to the 403(b) Accumulated Leave Plan on behalf of the teacher.
e. If a teacher is entitled to have a contribution paid to the 403(b) Accumulated Leave Plan and dies prior to such contribution, the contribution shall be paid to the beneficiary of the teacher in accordance with the terms of the 403(b) Accumulated Leave Plan. In the event no beneficiary was designated by the teacher, the contribution shall be paid to the deceased estate.
f. The plan year shall be the calendar year.
g. After adoption of the 403(b) Accumulated Leave Plan, the Board Agrees there will be no annual maintenance fee, administrative fee, deferred sales charge or penalties, advisory fees, or mortality expense charges when the teacher elects the fixed account. Mortality and expense charges are applicable if the teacher elects the variable fund option and will be charged to the teacher. Any charges will be made on a pro-rated basis for only the number of days plan funds were in the variable fund option.

2. Any teacher who is entitled to severance pay, who is not an eligible participant in the 403(b) Accumulated Leave Plan, will continue to be eligible for any and all severance payments in Accordance with this Article. The teacher may elect to defer such payments into a tax-sheltered annuity that is tax qualified under the IRS Code Section 403(b) (a “TSA”), as provided by law. The teacher may also elect for a regular check payment payout of funds, which would be subject to all applicable taxes.
3. All contributions to the Plan, all deferrals to a TSA and all check payments to teachers shall be subject to reduction for any tax withholding or other withholding, if required by law.

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 and fifteen (315) 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, including job share teachers, 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. If the supervisor notes a pattern of absence, and has previously presented the pattern to the teacher, said documentation may be requested after one (1) day of absence. The principal and Superintendent or designee 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

For the purpose of paragraph 2, immediate family of the teacher is defined to mean the illness of parents, siblings, spouse, children, (inclusive of all step and in-law relations), 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. Special circumstances shall be considered by the principal or Superintendent/designee.

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 parents, siblings, children, spouse, aunt, uncle, niece, nephew, grandparents, grandchildren, (inclusive of all step and in-law relations), or any person who has stood in the same relationship with the 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. Five (5) days shall be the maximum. Special circumstances shall be considered by the principal or Superintendent/designee.

4. Childbirth

Use of sick leave for childbirth shall be approved for eight (8) consecutive calendar weeks. Certification by a health care provider shall justify a longer period of leave.

5. Spousal Pregnancy Leave

Use of sick leave for a spouse's childbirth shall normally be approved for one (1) calendar week.

A teacher may use sick 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 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. Upon retirement or resignation, teachers may contribute to the sick leave bank program in any quantity they choose prior to their personal leave payout.

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 Chief Human Resources Officer. 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 or designee.

   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 or designee, 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 Teachers 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.

D. On a case-by-case basis, when approved by the Chief Human Resources Officer, sick leave may be converted to personal leave in an emergency situation, including

but not limited to court proceedings, travel interrupted by unforeseen circumstances, etc. Documentation may be required.

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 undergraduate 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 (5) consecutive scheduled teacher workdays 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. The Board 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 (1) or more consecutive teacher workdays not exceeding five (5) days. An unpaid leave of absence sometimes may consist of a combination of personal leave days (which themselves are governed by Article 13) and one (1) or more unpaid leave days, not exceeding a total of five (5) unpaid leave days. Unpaid leave of one (1) to five (5) 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 (1) or more unpaid leave days which, when used with one (1) or more personal leave days, will result in a total of two (2) to eight (8) consecutive days of absence. An absence of two (2) to eight (8) consecutive teacher workdays using one (1) or more unpaid leave days, with or without one (1) or more days of personal leave will be

approved by the Superintendent or designee, but only on the following basis:

a. the teacher has at least five (5) 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 (5) years; and

c. the teacher must have an absence rate of no greater than an average of seven (7) days during the last three (3) years and no greater than seven (7) days 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, Association leave, and long-term medical 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 Chief Human Resources Officer, with a courtesy to the Principal. The Chief Human Resources Officer 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 or designee 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 or designee 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. <u>Family Medical Leaves and Absences</u>

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 teacher and spouse 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 workday. 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 or designee 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 (2nd) and, if necessary, a third (3rd) 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.

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:

(1) to care for the teacher's child after birth, or placement for adoption or foster care;

(2) to care for the teacher's spouse, son or daughter, or parent, who has a serious health condition; or

(3) 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.

(1) The teacher ordinarily must provide thirty (30) days' advance notice when the leave is "foreseeable."

(2) The Board may require medical certification to support a request for leave because of a serious health condition and may require second (2nd) or third (3rd) opinions (at the Board's expense) and a fitness for duty report to return to work.

c. Job Benefits and Protection.

(1) For the duration of FMLA leave, the Board must maintain the teacher's health coverage under any "group health plan."

(2) Upon return from FMLA leave, most teachers must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.

(3) 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:

(1) interfere with, restrain, or deny the exercise of any right provided under FMLA;

(2) 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

(1) The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.

(2) 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

A. Three (3) days per year are available to full-time teachers for personal leave.

Personal leave for teachers employed on other than a full-time basis, including job share teachers, shall be credited and deducted at the proportionate rate set forth in their contract of employment.

B. Personal leave usage is available with the following guidelines:

1. All personal leave is dependent on the availability of a substitute or other arrangements for covering the teacher's responsibilities. The following restrictions apply to personal days taken on student days only. 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), excluding long-term leaves of absence which exceed five (5) consecutive scheduled teacher workdays, will be absent on a day for which personal leave is requested. On and after April 15, 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), excluding long-term leaves of absence which exceed five (5) consecutive teacher workdays. The five percent (5%) rule also applies the student day before and after Thanksgiving, Winter and Spring breaks. Approval will be on a first-come/first-served basis, as approved by the building principal or designee and by the central office administration.

2. 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.

3. Unused personal leave may be accumulated up to five (5) days beginning in the 2017-2018 school year. No more than three (3) consecutive personal days may be used in any contract year. No more than five (5) total days may be used in any contract year.

4. The teacher shall have the option of one of the following:

   a. converting unused personal days to sick leave days, or;

   b. may be reimbursed for up to three (3) personal days at the casual substitute rate per day, or;

   c. Roll-over a maximum of two (2) personal days to the next contract year.

   The bargaining member must provide written petition to the Treasurer of the Board by the final teacher workday. Checks will be sent out not later than the first pay in July.

5. 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, when requested by the OTA President, will provide professional leave for the members 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. The Association President shall be entitled to full-time release.

2. 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. The Board will provide the Treasurer of the Association with release time under the following conditions:

1. If the Association Treasurer's building is organized on a class period schedule, the Association Treasurer's schedule shall have two (2) fewer class periods than he/she would have been assigned if not Association Treasurer.

2. If the Association Treasurer's building is not organized on a class period schedule, the Superintendent or designee and Association Treasurer shall attempt to arrange a job share or some other arrangement comparable to an assignment reduction as in C.1., above.

3. The Association Treasurer will suffer no loss in salary, fringe benefits, or other contractual or statutory advantages to which the Association Treasurer would have been entitled if working full-time.

D. 1. 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 the Association notifies the Board of such by no later than June 1.

2. Under Section C of this Article, if a teacher is employed to replace the OTA Treasurer on leave, the Association will reimburse the Board for ¼ of teacher's salary based on a BA-0 teacher placement on the salary schedule. Release time under paragraph C for the Association Treasurer will be continued into the succeeding school year only if the Association notifies the Board of such by no later than June 1.

E. Any extended time, supplemental contract position, or stipend position held by the Association President/Treasurer 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), (B), and (C) 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 workday shall not exceed seven (7) hours and forty (40) minutes, except when an emergency situation requires the teacher to stay longer. No regular teacher workday 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 the cafeteria hours of operation only to teachers who are contracted for more than three and one-half (3.5) hours daily.

B. Elementary. Each week, elementary teachers shall be provided with two hundred (200) minutes of planning, conference and evaluation time. Planning time must occur:

- daily;
- during the student day; and
- in blocks of no less than thirty (30) minutes. If necessary, one (1) twenty-five (25) minute block is permissible per week.

Grade level teachers shall also be provided one (1) additional fifty (50) minute collaborative grade level planning period per week.

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. If the proposed or current schedule does not allow adequate blocks of time for planning within the weekly two hundred (200) minutes, the Building Scheduling Committee may request that the schedule be reviewed within five (5) workdays and the building principal, and the scheduling committee will agree to an appropriate solution.

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 (6) classes. The joint committee will work to eliminate these exceptions in future plans. The joint Collaboration Committee will establish an ongoing plan for collaborative time. 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 forty-eight (48) hour notice, including the agenda, and the meeting shall not exceed sixty (60) minutes in length.

F. Each building will develop a district-approved contingency plan for insufficient substitute coverage and share the plan with staff. The Superintendent or designee shall work with the Association President to create and monitor solutions for situations of insufficient substitute coverage.

G. Teachers shall not be assigned to more than three (3) buildings per day.

ARTICLE 18

Length of School Year

A. Effective for the 2018-2019 school year only, the school year shall not exceed one hundred eighty-five (185) days, excluding one (1) orientation day for new teachers, and including the equivalent of seven (7) workdays without students. In addition, and with reasonable notice, the teaching staff may be required to attend up to three (3) additional school events (each not to exceed four [4] hours in length) per school year which are pertinent to the building in which they teach the majority of the time. These events could occur within two (2) days prior to or following the student school year.

The workdays without students shall be:

1. The equivalent of at least one (1) day at the beginning of the school year of uninterrupted teacher time.

2. The equivalent of 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) uninterrupted teacher day at the end of each academic quarter.

B. Effective with the 2019-2020 school year and thereafter, the school year shall not exceed one hundred eighty-five (185) days, excluding one (1) orientation day for new teachers, and including the equivalent of eight (8) workdays without students. In addition, and with reasonable notice, the teaching staff may be required to attend up to three (3) additional school events (each not to exceed four [4] hours in length) per school year which are pertinent to the building in which they teach the majority of the time. These events could occur within two (2) days prior to or following the student school year.

The workdays without students shall be:

1. The equivalent of at least two (2) days at the beginning of the school year of uninterrupted teacher time.

2. The equivalent of 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) uninterrupted teacher day at the end of each academic quarter. At the principal's discretion, up to two (2) hours of these days may be used for staff meetings or professional development.

C. Elementary Open House

Elementary teachers shall have a late start to accommodate the "meet the teachers/open house" from 4:00 p.m. – 6:00 p.m. on the 2nd uninterrupted workday.

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.

D. 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 one hundred eighty-five (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 workdays 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 not be required to remit payment from the Court to the School District Treasurer.

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 five (5) 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 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 Chief Human Resources Officer 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 workday 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. This section does not apply to teachers initially hired and non-renewed in conformity of Article 25.

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

A. General

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.

B. Progressive Discipline

1. The Board agrees to follow traditional principles of progressive discipline with the usual understanding that some or all preliminary levels may be bypassed case-by-case depending upon the seriousness of the offense and all relevant surrounding circumstances. The normal progressive sequence is:

    a. Documented warning;

    b. Written reprimand;

    c. Suspension without pay not to exceed ten (10) workdays (by Superintendent/designee);

d. Termination (with or without a suspension pending the resolution of termination proceedings) in accordance with Section 3319.16 of the Ohio Revised Code and any related statutes.

Starting with the written reprimand in the above sequence, discipline will be for just cause.

2. Any disciplinary action, except for documented warnings and termination proceedings under Section 3319.16 of the Ohio Revised Code, is subject to review under the grievance procedure appearing in Article 9 of this Agreement.

ARTICLE 25

Late Employment and 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 for teachers who have been evaluated in accordance with the evaluation procedure (Article 8) of this Agreement then 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. Licensure/Certification

   b. Competency as determined by formal evaluation

   c. When evaluations are comparable, by lowest seniority in the School District

3. Second-year or more limited contract teachers shall be reduced by using the following order:

   a. Licensure/Certification

   b. Competency as determined by formal evaluation

   c. When evaluations are comparable, by lowest seniority in the School District

4. Continuing contracts shall be suspended only after all limited contracts in the teaching field of assignment by using the following order:

   a. Licensure/Certification

   b. Competency as determined by formal evaluation

   c. When evaluations are comparable, by lowest seniority in the School District.

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 a comparable or lesser rated evaluation who has 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 teachers with “comparable evaluations” as defined in Article 8, giving preference first to continuing contract teachers then 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 Human Resources Department. It shall be the responsibility of each teacher to notify the Chief Human Resources Officer 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 Chief Human Resources Officer 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 Chief Human Resources Officer 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 Chief Human Resources Officer in writing by October 15 of any alleged errors in the list. The Chief Human Resources Officer 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 Chief Human Resources Officer.

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 any documented disciplinary action at the time it is placed in his file. Pursuant to Chapter 1347 of the Ohio Revised Code, all materials in the file shall be accurate, relevant, timely, and appropriate as determined by the Superintendent.

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:

Each building will establish a Parent-Teacher Conference Committee, ideally consisting of a minimum of five (5) certified staff members.

By March 1 of each calendar year, the building Parent-Teacher Conference Committee, in partnership with the building administration, will schedule conferences for the 1st and 2nd semesters of the following school year. If a consensus cannot be reached by the committee, the final decision will be made by the OTA President and Superintendent/designee.

Teachers will have the day before Thanksgiving and one additional contractual day off in exchange for work completed outside of the school day.

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 or designee.

2. Teacher members who wish to be considered for the committee shall submit their interest in writing for review and selection by the Committee. Annual stipends under one (1) shall be prorated for teachers serving partial years.

3. Clerical assistance approved by the Committee shall be provided.

C. Term of Office

1. The term of office for the teacher members serving on the committee shall be unlimited. The appointees of the Superintendent or designee shall serve at his or her will.

2. Vacancies: if a vacancy of a teacher member occurs, teacher members who wish to be considered for the committee shall submit their interest in writing for review and selection by the committee.

D. Chairperson

The Committee chairperson shall be determined by a majority vote of the full Committee. The LPDC Committee Chairperson shall be granted a half-day professional day on each scheduled meeting day.

E. Decision Making

For LPDC purposes, a quorum shall be fifty percent (50%) of the Committee composition total. 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 LPDC 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 (1st) 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 or designee, the Association President and a third (3rd) 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 or designee shall determine appeals involving non-bargaining unit members.

G. Training

The LPDC shall consider and recommend training of Committee members to the Superintendent or designee. 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 or designee. 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 in Group 8 of the Supplemental Salary Schedule. For purposes of Supplemental Salary Schedule placement, all members shall be granted between zero (0) and ten (10) years of service credit on the schedule based on experience. The LPDC Committee chair will receive an additional $500.00 stipend per year. 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 and the Association or to engage in collective bargaining.

ARTICLE 31

Master Teacher Committee

A. Establishment of Master Teacher Committee

A master teacher committee shall be established for the purpose of designating teachers in the building/district as a master teacher.

B. Selection of the Master Teacher Committee Members

The master teacher committee shall be comprised of seven (7) members with the majority being of practicing teachers.

The teacher members shall be appointed by the OTA President. The representatives of the Superintendent shall be appointed by him/her and serve at-will.

The OTA shall determine the length of the term of office for the teacher member of this committee.

Vacancies: if a vacancy of a teacher member occurs during the term, the OTA President will appoint a similar representative to serve the duration of the term.

Under no circumstances is the involvement in the activities of the master teacher committee to be used for adverse employment decisions by the employer.

C. Master Teacher Committee Operational Procedures

The master teacher committee shall determine the location and number of committee meetings.

The master teacher committee members shall jointly establish its Plan of Operation for the appropriate designation of a master teacher including but not limited to the application and review processes, the dissemination of general information to local association members, and the appeal procedure. The Superintendent/designee shall receive ten (10) days advance written notice of the committee's meetings and shall be allowed to attend.

D. Training and Compensation

As determined by the master teacher committee, the association master teacher committee members shall be provided on-going training by the employer to ensure consistent application of the master teacher criteria.

The master teacher members shall be provided release time in order to perform their master teacher committee duties if the Superintendent or designee and the OTA President mutually agree to meet during the school day.

E. Facility, Equipment and Support Services

The master teacher committee shall be provided with adequate and secure space for the safe and secure storage of records, files and any other work and materials requiring storage and/or file space.

The master teacher committee shall be provided with the equipment, paper and other materials necessary to perform its duties, as specified in the master teacher operating procedures.

F. Master Teacher Committee Appeals Procedure

The master teacher committee shall determine its own appeals procedure.

The master teacher committee appeals procedure is not subject to the grievance/arbitration procedure outlined in the collective bargaining agreement.

ARTICLE 32

Contract Sequence

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

Contract Number	Length of Contract
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 five (5) 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(D):

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 his/her building Principal and the Department of Human Resources by October 1 prior to the contract

recommendations being made the following year in April. (Example: October 1, 1995 for April 1996 recommendations.) If the building Principal and the Department of Human Resources are 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 33

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 fifteen hundred (1,500) instructional minutes may be given additional duty above the two hundred (200) minutes not to exceed two hundred fifty (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).

No art, music or physical education teacher shall be assigned more than fifteen hundred (1,500) instructional minutes 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. 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. 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.

C. 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 (1) full-time aid will be employed per library per high school building, middle school building.

D. Guidance Counselors

One (1) 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.

E. 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.

F. An inquiry into class size concerns will be initiated if one of the following occurs:

1. A teacher feels there is an inequity in class size and/or distribution at a level or course; or,

2. There are specific concerns with regard to the educational needs of specific students, space, or safety.

The inquiry shall be jointly led by the OTA President/designee and Administration. The inquiry and discussion of possible remedies shall be completed within five (5) workdays from the receipt of the notice and a written notification of the inquiry along with an explanation of District action will be issued to the teacher. The OTA President will be given enrollment reports as they are released to Human Resources (occurring no less than once per month).

ARTICLE 34

Digital and Alternative Learning Environments

A. Digital and Alternative Learning - General

The purpose of alternative learning environments is to offer students a variety of learning opportunities either within or outside of the traditional classroom. Any method of obtaining a grade or credit by means other than traditional course completion in a traditional classroom environment shall be considered digital/alternative learning environments and subject to this provision.

The purpose of this committee is to collaboratively explore the natural evolution of learning through proactively seeking out effective and efficient alternative learning opportunities to meet student needs while providing teachers with a fair work environment.

B. The superintendent/designee and OTA President shall appoint up to five (5) members each to the committee.

C. The committee shall be provided release time during the school day to perform their duties.

D. Association members shall not be involuntarily transferred or assigned to alternative learning environments which require teaching courses outside of a traditional classroom or teaching students off the school district's property.

ARTICLE 35

Teacher Dress

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

ARTICLE 36

Mentor Program

A. Definitions

1. Mentor Teacher – A consulting teacher who will provide formative assistance to a resident educator following the guidelines and protocols of the Ohio Resident Educator Program.

2. Resident Educator – A teacher who is employed under a valid resident educator license, alternative resident educator license of any type, or a one-year out of state educator license.

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 a resident educator.

5. Visitation – An observation of the resident educator 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 $500 for each mentoring assignment. 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 designee and the Superintendent or 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 (2) lead mentors and two (2) administrators (one elementary and one secondary) appointed by the Superintendent or designee. The lead mentors and administrators 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 37

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 schoolteachers, 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 38

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 as soon as possible.

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 39

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 40

Development and Revision of Instructional Programs

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 development or revision of instructional programs is necessary, those teachers who will be involved in implementing the outcome of that work will be provided with additional time during the teacher workday 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 (1st) 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. The Committee will recommend timelines for implementation of new programs.

ARTICLE 41

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. A commitment that both teachers will attend full-day professional development sessions in their entirety.

F. 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.

G. As defined by Article 50 of this Agreement, both job-share partners are eligible for benefits. Each teacher's benefits will be equivalent to the percentage of the job that the teacher performs in accordance with the written proposal. The Board will pay no more than the appropriate percentage of the employee's selected health plan for each job-share partner. 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 with family coverage.

H. Teachers shall acquire one (1) year's seniority for each year of job-sharing work.

I. 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 job share partner's per diem.

J. 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.

K. 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 Chief Human Resources Officer. 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 42

Mileage

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

ARTICLE 43

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 44

Issuing Contracts – Supplemental

A. Supplemental contracts will be issued within twenty (20) business days of following Board action. All required forms/documents must be completed and returned to the Human Resources Department before payment will be made. Seasonal supplemental contracts will be paid in one (1) payment at the completion of the season.

   Annual supplemental contracts will be paid in two (2) equal installments: one (1) at the end of the first semester and one (1) upon completion.

B. 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 45

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 require action by the Board. Those teachers who have held a supplemental contract and are not offered that previously held supplemental may request written reason(s) or other documentation for the nonrenewal. 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 46

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 47

Teacher's Children Who Attend Olentangy Schools

A. Non-Resident Teachers: 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. Resident Teachers: 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 school to which the teacher requested. This includes the building in which he/she teaches. If the teacher is transferred voluntarily or involuntarily to another building, the teacher may request in writing that his/her children be reassigned to the teacher's building.

   At the high school level, any enrollment or transfer pursuant to this Article will be subject to any athletic penalties established by OHSAA.

ARTICLE 48

Payroll

A. Payroll/Direct Deposit

A teacher shall be paid in twenty-four (24) installments per year by direct deposit. Pay-dates shall be the 10th and 25th of each month beginning September 10th of each school year. Beginning August 25, 2023, all newly hired teachers, employed prior to August 1, shall be paid in twenty-five (25) installments, for their first year of employment only.

Upon Board approved retirement, the teacher will notify district treasurer of their intent to elect one of the following: a) recalculation of equal installment salary payments through the month in which they retire/resign or, b) elect to receive a final lump sum salary payout on or before June 25. If no election is communicated to the treasurer, a retiree will receive the lump sum payout of remaining salary.

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. Direct deposit notifications will be issued one (1) 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. Teacher Professional Organization Stipend

Upon written notification by the Association President, a supplemental contract(s) shall be issued to an employee(s) for performing work for the Olentangy Teachers Association and/or an affiliate of the Association. The request shall include name(s) of the employee(s) performing the work, the time period for the work to be performed, and the amount to be paid for the work. The Association shall

reimburse the Board for the amount of the supplemental contracts and the retirement contributions paid on behalf of the employee(s) at the times any such payments are made.

To comply with STRS rules, the employer and employee STRS contributions must be made on compensation from the member's teaching contract, in addition to compensation for Association activities, up to a maximum amount. The maximum amount is determined by multiplying the per diem rate of the teaching salary by 250 days.

E. 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 (OTA), 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 Feel Deductions

All Fair Share Fee Payers

Payroll deduction of such annual fair share fees shall begin on the first (1st) 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 (1st) 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 Ohio Education Association (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 (National Education Association (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.

F. 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".

G. 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 49

District Coordinator/Building Chair

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

Elementary:	Building Leadership Team Instructional Technology
Middle School:	Building Level Positions: Math Science Social Studies Language Arts (ELA) Special Education Instructional Technology
High School:	Building Level Positions: School Counselor Math Science

	Social Studies Language Arts (ELA) Special Education Health/Physical Education/Business/Family/Consumer Science World Language Visual Arts/Industrial Technology Performing Arts Instructional Technology
District Level Positions:	English Learner (EL) (K-12) Library/Media (K-5) and (6-12) Gifted (K-12) School Counselor (K-5) and (6-8) Visual Arts (K-5) and (6-8) Performing Arts (K-5) and (6-8) Physical Education (K-5) Special Education (K-5) – Half Contract at Each Building Health/PE (6-8) World Language and Culture (6-8) Student Experience Liaison (K-12)

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 June.

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 50

Fringe Benefits/Benefit Options

A. Term Life Insurance

All bargaining unit members shall receive a $60,000 term life insurance policy. The board shall pay 100% of the cost for full-time employees and 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 based upon the following:

   Single Coverage – ninety percent (90%) of the premium when the teacher elects to participate in single HDHP medical, dental, and/or vision, eighty percent (80%) of the premium if enrolled in the PPO medical plan.

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

3. High Deductible Healthcare Plan (HDHP) and Health Saving Account (HSA) Alternative

   The HDHP benefits are summarized per the description HDHP/HSA Plan, in Appendix E.

   The deductible for single coverage for the HDHP will be no less than the IRS minimum annual deductible for family coverage. Preventive Care shall be pursuant to the terms of the Insurance Certificate.

   A Health Savings Account (HSA) shall be available for each unit member who is a part of the HDHP. The Board shall determine a custodian for HSA. Any contribution by the unit member to his/her HSA up to the maximum limits provided by law may, at the member's discretion, be made by payroll deduction of either six (6) months or twelve (12) months, or in a lump-sum payment or a combination of the one-time lump sum and the remaining funds to be deducted over twelve (12) or twenty-four (24) consecutive pays. The HSA shall be maintained by the individual unit member for his/her exclusive benefit and that of his/her beneficiaries. Distributions of funds from this HSA may be made at any time upon the discretion of the member. The member is responsible for substantiating the distribution for qualified medical expenses.

4. HSA Annual Funding

   a. The Board shall contribute to each Health Savings Account (HSA) a total of seventy percent (70%) of the deductible for teachers with either the "single" or family" coverage on the first payroll of January

in the year the teacher initially enrolls in the High Deductible Plan (HDHP).

b. The Board shall contribute annually to each Health Savings Account (HSA) a total of seventy percent (70%) of the deductible for teachers with either the “single” or “family” coverage. The Board contribution will be made semi-annually with 50% on the first payroll of January and 50% on the first payroll of July in years following initial enrollment in the High Deductible Health Plan (HDHP). Any teacher who retires/resigns prior to the first payroll in July, and has fulfilled their teaching contract, shall still receive the July HSA contribution prior to their retirement/resignation from the District.

c. Teachers eligible for coverage whose initial employment occurs after January 1 of a calendar year shall receive a pro rata amount of the Board contribution to his/her HSA.

d. The Board contribution shall be reduced for a member of this bargaining unit, if necessary, so that the total Board contribution to the HSAs for such member and for his/her spouse in a year shall not exceed an amount equal to the sum paid for one family coverage plan, altogether where both the member and his/her spouse are employed by the Board and eligible to enroll in health insurance. This rule applies whether the spouse of the member is a member of the bargaining unit or not.

e. Termination of employment for any reason terminates Board liability of HSA contributions.

f. The above amount shall be adjusted, as the deductibles will be adjusted, so the amounts do not violate IRS requirements.

5. Other Benefit Concerns

The Board’s contribution to the cost of total major medical insurance premium coverages will be capped at the dollar amounts the Board is paying as of December 31, 2018. Thereafter:

a. If the premium increases 0-12% in a year, the Board will pay 80% of the increase (90% of the increase for a single HDHP plan).

b. If the premium increases more than 12% in a year, the Board will pay 80% of the first 12% increase (90% of the increase for a single HDHP plan) and 65% of any increase above 12% for the plan year.

c. Beginning September 1, 2023, District provided health insurance benefits will cease on the last day of the month in which a teacher's date of retirement or resignation becomes effective.

6. 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 the Plan designs attached hereto in effect as delineated in Appendix E.

Effective October 1 of each year, a join labor-management committee on insurance shall be formed. The committee shall be comprised of at least four (4) members designated by the OTA President and at least four (4) members designated by the Superintendent. This committee shall have the power to request and review Requests for Proposals (RFP) and Requests for Qualifications (RFQ). Additionally, this committee shall have the authority to evaluate, collect data, explore insurance options, and make recommendations to the parties they represent on changes to the insurance programs offered to employees. The Board of Education or its designee shall ensure all data requested by this committee is provided in a timely and efficient manner. The committee will delineate a plan for the Board of Education, or its designee, to provide insurance education and resources annually to members.

7. Flexible Spending Accounts (FSA)

The Board will provide, to the extent available under the Internal Revenue Service Code and Regulations, Flexible Spending Accounts (FSA) for the payment of unit members' insurance(s) premium contributions, dental, vision, and dependent care expenses on a pre-tax basis. The cost assumed shall be borne by the Board.

D. Tutoring

Bargaining unit members who tutor students who are not assigned to them on their own time in accordance with Board policy shall be permitted, as a fringe benefit and non-salary compensation for their provision of services under this Negotiated Agreement, to use Board facilities for such tutoring free of any rental or fee charge.

ARTICLE 51

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). Index for Salary Schedule(s) incorporated as Appendix C.

An Academic Supplemental Committee and an Athletic Supplemental Committee will be created. The committee memberships will be determined by the OTA President and the Superintendent/designee. The committees will study the supplemental schedule and submit any recommended changes to the OTA President and Superintendent/designee for review and approval. Any changes shall be reduced to a Memorandum of Understanding (MOU) to be ratified by the membership and approved by the Board.

ARTICLE 52

Teacher Tuition Fund

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 $135 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 the final teacher workday 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 the final teacher workday 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 53

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 master's 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. Effective July 1, 2017, teachers with a doctorate degree shall be placed in the existing MA + 45 column on the Salary Schedules in the Appendices of this Negotiated Agreement.

As referred to above, one semester credit hour shall be defined as being equivalent to thirty (30) contact hours or clock hours. A semester credit hour shall also be defined as an academic unit earned for fifteen 50-minute sessions of classroom instruction with a normal expectation of two hours of outside study for each class session. This definition of semester credit hour applies to all courses and credits, except those earned through the Olentangy Professional Development Academy (OPDA) pursuant to Article 52 which remains subject to separate terms with participating college and university partners.

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

1. Base.

Effective July 1, 2025, the base salary shall be $48,754.
Effective July 1, 2026, the base salary shall be $50,217.

Effective July 1, 2027, the base salary shall be $51,724.

ARTICLE 54

New Schedule/Index

Salary Schedule

A. Salary Schedule(s) incorporated as Appendix B.

B. 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 55

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 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.

C. For purposes of Reduction in Force, PRTs 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 not move to the next longevity step on the salary schedule column.

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 52, 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.

ARTICLE 56

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 will be implemented. All provisions other than those declared to be in conflict shall remain in full force and effect.

ARTICLE 57

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.

C. Academic Distress Statute

As required by ORC Section 3302.10(P), the parties incorporate into this contract the provisions of ORC Section 3302.10 regarding academic distress commissions.

ORC Section 3302.10 will have no effect on any provision of this contract unless the district would meet requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the district and until the Superintendent of Public Instruction notifies the district that the district is subject to the provisions of ORC Section 3302.10. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with this Agreement intact. Furthermore, the Association and its members reserve all rights to challenge the constitutionality of ORC 3302.10, wither on its face or as applied.

APPENDIX A

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_____

APPENDIX A

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

Olentangy Teachers Association
Salary Schedule
July 1, 2025 - June 30, 2026
Base Salary: $48,754

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45/ PhD
0	$48,754	$50,704	$52,167	$55,068	$57,798	$60,528	$63,258
1	$50,792	$52,796	$54,288	$57,432	$60,211	$63,185	$66,159
2	$52,830	$54,887	$56,408	$59,797	$62,625	$65,842	$69,060
3	$54,868	$56,979	$58,529	$62,161	$65,038	$68,499	$71,961
4	$56,906	$59,070	$60,650	$64,526	$67,451	$71,156	$74,862
5	$60,982	$63,253	$64,892	$66,890	$69,864	$73,814	$77,763
6	$63,019	$65,345	$67,012	$69,255	$72,278	$76,471	$80,663
7	$65,057	$67,437	$69,133	$71,620	$74,691	$79,128	$83,564
8	$67,095	$69,528	$71,254	$73,984	$77,104	$81,785	$86,465
9	$69,133	$71,620	$73,375	$76,349	$79,518	$84,442	$89,366
10	$71,171	$73,711	$75,496	$78,713	$81,931	$87,099	$92,267
11	$73,209	$75,803	$77,616	$81,078	$84,344	$89,756	$95,168
12	$75,247	$77,894	$79,737	$83,442	$86,758	$92,413	$98,069
13	$77,285	$79,986	$81,858	$85,807	$89,171	$95,070	$100,970
14	$79,323	$82,077	$83,979	$88,172	$91,584	$97,727	$103,870
15	$81,361	$84,169	$86,100	$90,536	$93,998	$100,384	$106,771
16	$83,399	$86,260	$88,220	$92,901	$96,411	$103,042	$109,672
17	$85,437	$88,352	$90,341	$95,265	$98,824	$105,699	$112,573
18	$87,474	$90,444	$92,462	$97,630	$101,238	$108,356	$115,474
19	$89,512	$92,535	$94,583	$99,994	$103,651	$111,013	$118,375
20	$91,550	$94,627	$96,704	$102,359	$106,064	$113,670	$121,276
21	$91,550	$94,627	$96,704	$102,359	$106,064	$113,670	$121,276
22	$95,626	$98,810	$100,945	$103,081	$106,864	$114,572	$122,616
23	$95,626	$98,810	$100,945	$103,081	$106,864	$114,572	$122,616
24	$95,626	$98,810	$100,945	$103,081	$106,864	$114,572	$122,616
25	$97,157	$102,988	$105,903	$108,819	$114,655	$120,486	$126,322
26	$97,157	$102,988	$105,903	$108,819	$114,655	$120,486	$126,322
27	$97,157	$102,988	$105,903	$108,819	$114,655	$120,486	$126,322
28	$97,157	$102,988	$105,903	$108,819	$114,655	$120,486	$126,322
29	$98,132	$103,963	$106,879	$109,794	$115,630	$121,461	$127,297
30	$98,132	$103,963	$106,879	$109,794	$115,630	$121,461	$127,297

APPENDIX B

Olentangy Teachers Association
Salary Schedule
July 1, 2026 - June 30, 2027
Base Salary: $50,217

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45/ PhD
0	$50,217	$52,226	$53,732	$56,720	$59,532	$62,344	$65,157
1	$52,316	$54,380	$55,917	$59,156	$62,018	$65,081	$68,144
2	$54,415	$56,534	$58,101	$61,591	$64,504	$67,818	$71,132
3	$56,514	$58,689	$60,286	$64,027	$66,989	$70,555	$74,120
4	$58,613	$60,843	$62,470	$66,462	$69,475	$73,292	$77,108
5	$62,811	$65,152	$66,839	$68,898	$71,961	$76,029	$80,096
6	$64,910	$67,306	$69,023	$71,333	$74,447	$78,765	$83,084
7	$67,010	$69,460	$71,208	$73,769	$76,932	$81,502	$86,072
8	$69,109	$71,614	$73,392	$76,204	$79,418	$84,239	$89,060
9	$71,208	$73,769	$75,577	$78,640	$81,904	$86,976	$92,048
10	$73,307	$75,923	$77,761	$81,075	$84,390	$89,713	$95,036
11	$75,406	$78,077	$79,945	$83,511	$86,875	$92,449	$98,024
12	$77,505	$80,232	$82,130	$85,946	$89,361	$95,186	$101,011
13	$79,604	$82,386	$84,314	$88,382	$91,847	$97,923	$103,999
14	$81,703	$84,540	$86,499	$90,817	$94,333	$100,660	$106,987
15	$83,802	$86,695	$88,683	$93,253	$96,818	$103,397	$109,975
16	$85,901	$88,849	$90,868	$95,688	$99,304	$106,134	$112,963
17	$88,000	$91,003	$93,052	$98,124	$101,790	$108,870	$115,951
18	$90,099	$93,158	$95,237	$100,560	$104,276	$111,607	$118,939
19	$92,198	$95,312	$97,421	$102,995	$106,761	$114,344	$121,927
20	$94,297	$97,466	$99,605	$105,431	$109,247	$117,081	$124,915
21	$94,297	$97,466	$99,605	$105,431	$109,247	$117,081	$124,915
22	$98,496	$101,775	$103,974	$106,174	$110,071	$118,010	$126,296
23	$98,496	$101,775	$103,974	$106,174	$110,071	$118,010	$126,296
24	$98,496	$101,775	$103,974	$106,174	$110,071	$118,010	$126,296
25	$100,072	$106,078	$109,081	$112,084	$118,095	$124,101	$130,112
26	$100,072	$106,078	$109,081	$112,084	$118,095	$124,101	$130,112
27	$100,072	$106,078	$109,081	$112,084	$118,095	$124,101	$130,112
28	$100,072	$106,078	$109,081	$112,084	$118,095	$124,101	$130,112
29	$101,077	$107,083	$110,086	$113,089	$119,100	$125,106	$131,117
30	$101,077	$107,083	$110,086	$113,089	$119,100	$125,106	$131,117

APPENDIX B

Olentangy Teachers Association
Salary Schedule
July 1, 2027 - June 30, 2028
Base Salary: $51,724

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45/PhD
0	$51,724	$53,793	$55,345	$58,422	$61,319	$64,215	$67,112
1	$53,886	$56,012	$57,595	$60,931	$63,879	$67,034	$70,189
2	$56,048	$58,231	$59,845	$63,439	$66,439	$69,853	$73,267
3	$58,210	$60,450	$62,095	$65,948	$69,000	$72,672	$76,345
4	$60,372	$62,669	$64,345	$68,457	$71,560	$75,491	$79,422
5	$64,696	$67,107	$68,845	$70,965	$74,120	$78,310	$82,500
6	$66,858	$69,326	$71,095	$73,474	$76,681	$81,129	$85,577
7	$69,021	$71,545	$73,345	$75,983	$79,241	$83,948	$88,655
8	$71,183	$73,764	$75,595	$78,491	$81,802	$86,767	$91,733
9	$73,345	$75,983	$77,845	$81,000	$84,362	$89,586	$94,810
10	$75,507	$78,202	$80,095	$83,508	$86,922	$92,405	$97,888
11	$77,669	$80,420	$82,345	$86,017	$89,483	$95,224	$100,965
12	$79,831	$82,639	$84,595	$88,526	$92,043	$98,043	$104,043
13	$81,993	$84,858	$86,845	$91,034	$94,603	$100,862	$107,120
14	$84,155	$87,077	$89,095	$93,543	$97,164	$103,681	$110,198
15	$86,317	$89,296	$91,345	$96,051	$99,724	$106,500	$113,276
16	$88,479	$91,515	$93,595	$98,560	$102,284	$109,319	$116,353
17	$90,641	$93,734	$95,845	$101,069	$104,845	$112,138	$119,431
18	$92,803	$95,953	$98,095	$103,577	$107,405	$114,957	$122,508
19	$94,965	$98,172	$100,345	$106,086	$109,965	$117,776	$125,586
20	$97,127	$100,391	$102,595	$108,595	$112,526	$120,595	$128,663
21	$97,127	$100,391	$102,595	$108,595	$112,526	$120,595	$128,663
22	$101,451	$104,829	$107,095	$109,360	$113,374	$121,551	$130,086
23	$101,451	$104,829	$107,095	$109,360	$113,374	$121,551	$130,086
24	$101,451	$104,829	$107,095	$109,360	$113,374	$121,551	$130,086
25	$103,076	$109,262	$112,355	$115,448	$121,639	$127,826	$134,017
26	$103,076	$109,262	$112,355	$115,448	$121,639	$127,826	$134,017
27	$103,076	$109,262	$112,355	$115,448	$121,639	$127,826	$134,017
28	$103,076	$109,262	$112,355	$115,448	$121,639	$127,826	$134,017
29	$104,110	$110,296	$113,389	$116,482	$122,674	$128,860	$135,051
30	$104,110	$110,296	$113,389	$116,482	$122,674	$128,860	$135,051

APPENDIX C

Olentangy Teachers Association
Salary Schedule Index
July 1, 2025 - June 30, 2028

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45/ PhD
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
29	2.0128	2.1324	2.1922	2.252	2.3717	2.4913	2.6110

Olentangy Teachers Association
Supplemental Salary Schedules
July 1, 2025 through June 30, 2028

Base Salaries:	July 1, 2025 - June 30, 2026	$48,754
	July 1, 2026 - June 30, 2027	$50,217
	July 1, 2027 - June 30, 2028	$51,724

Group 1

STEP	Index	FY26	FY27	FY28
0	0.1650	$8,044	$8,286	$8,534
1	0.1700	$8,288	$8,537	$8,793
2	0.1750	$8,532	$8,788	$9,052
3	0.1800	$8,776	$9,039	$9,310
4	0.1850	$9,019	$9,290	$9,569
5	0.1900	$9,263	$9,541	$9,828
6	0.1950	$9,507	$9,792	$10,086
7	0.2000	$9,751	$10,043	$10,345
8	0.2050	$9,995	$10,294	$10,603
9	0.2100	$10,238	$10,546	$10,862
10	0.2150	$10,482	$10,797	$11,121

Group 2

STEP	Index	FY26	FY27	FY28
0	0.1200	$5,850	$6,026	$6,207
1	0.1250	$6,094	$6,277	$6,466
2	0.1300	$6,338	$6,528	$6,724
3	0.1350	$6,582	$6,779	$6,983
4	0.1400	$6,826	$7,030	$7,241
5	0.1450	$7,069	$7,281	$7,500
6	0.1500	$7,313	$7,533	$7,759
7	0.1550	$7,557	$7,784	$8,017
8	0.1600	$7,801	$8,035	$8,276
9	0.1650	$8,044	$8,286	$8,534
10	0.1700	$8,288	$8,537	$8,793

Group 3

STEP	Index	FY26	FY27	FY28
0	0.1000	$4,875	$5,022	$5,172
1	0.1050	$5,119	$5,273	$5,431
2	0.1100	$5,363	$5,524	$5,690
3	0.1150	$5,607	$5,775	$5,948
4	0.1200	$5,850	$6,026	$6,207
5	0.1250	$6,094	$6,277	$6,466
6	0.1300	$6,338	$6,528	$6,724
7	0.1350	$6,582	$6,779	$6,983
8	0.1400	$6,826	$7,030	$7,241
9	0.1450	$7,069	$7,281	$7,500
10	0.1500	$7,313	$7,533	$7,759

Group 4

STEP	Index	FY26	FY27	FY28
0	0.0800	$3,900	$4,017	$4,138
1	0.0850	$4,144	$4,268	$4,397
2	0.0900	$4,388	$4,520	$4,655
3	0.0950	$4,632	$4,771	$4,914
4	0.1000	$4,875	$5,022	$5,172
5	0.1050	$5,119	$5,273	$5,431
6	0.1100	$5,363	$5,524	$5,690
7	0.1150	$5,607	$5,775	$5,948
8	0.1200	$5,850	$6,026	$6,207
9	0.1250	$6,094	$6,277	$6,466
10	0.1300	$6,338	$6,528	$6,724

Group 5

STEP	Index	FY26	FY27	FY28
0	0.0700	$3,413	$3,515	$3,621
1	0.0750	$3,657	$3,766	$3,879
2	0.0800	$3,900	$4,017	$4,138
3	0.0850	$4,144	$4,268	$4,397
4	0.0900	$4,388	$4,520	$4,655
5	0.0950	$4,632	$4,771	$4,914
6	0.1000	$4,875	$5,022	$5,172
7	0.1050	$5,119	$5,273	$5,431
8	0.1100	$5,363	$5,524	$5,690
9	0.1150	$5,607	$5,775	$5,948
10	0.1200	$5,850	$6,026	$6,207

Group 6

STEP	Index	FY26	FY27	FY28
0	0.0600	$2,925	$3,013	$3,103
1	0.0650	$3,169	$3,264	$3,362
2	0.0700	$3,413	$3,515	$3,621
3	0.0750	$3,657	$3,766	$3,879
4	0.0800	$3,900	$4,017	$4,138
5	0.0850	$4,144	$4,268	$4,397
6	0.0900	$4,388	$4,520	$4,655
7	0.0950	$4,632	$4,771	$4,914
8	0.1000	$4,875	$5,022	$5,172
9	0.1050	$5,119	$5,273	$5,431
10	0.1100	$5,363	$5,524	$5,690

Group 7

STEP	Index	FY26	FY27	FY28
0	0.0500	$2,438	$2,511	$2,586
1	0.0550	$2,681	$2,762	$2,845
2	0.0600	$2,925	$3,013	$3,103
3	0.0650	$3,169	$3,264	$3,362
4	0.0700	$3,413	$3,515	$3,621
5	0.0750	$3,657	$3,766	$3,879
6	0.0800	$3,900	$4,017	$4,138
7	0.0850	$4,144	$4,268	$4,397
8	0.0900	$4,388	$4,520	$4,655
9	0.0950	$4,632	$4,771	$4,914
10	0.1000	$4,875	$5,022	$5,172

Group 8

STEP	Index	FY26	FY27	FY28
0	0.0400	$1,950	$2,009	$2,069
1	0.0425	$2,072	$2,134	$2,198
2	0.0450	$2,194	$2,260	$2,328
3	0.0475	$2,316	$2,385	$2,457
4	0.0500	$2,438	$2,511	$2,586
5	0.0525	$2,560	$2,636	$2,716
6	0.0550	$2,681	$2,762	$2,845
7	0.0575	$2,803	$2,887	$2,974
8	0.0600	$2,925	$3,013	$3,103
9	0.0625	$3,047	$3,139	$3,233
10	0.0650	$3,169	$3,264	$3,362

Group 9

STEP	Index	FY26	FY27	FY28
0	0.0300	$1,463	$1,507	$1,552
1	0.0325	$1,585	$1,632	$1,681
2	0.0350	$1,706	$1,758	$1,810
3	0.0375	$1,828	$1,883	$1,940
4	0.0400	$1,950	$2,009	$2,069
5	0.0425	$2,072	$2,134	$2,198
6	0.0450	$2,194	$2,260	$2,328
7	0.0475	$2,316	$2,385	$2,457
8	0.0500	$2,438	$2,511	$2,586
9	0.0525	$2,560	$2,636	$2,716
10	0.0550	$2,681	$2,762	$2,845

Group 10

STEP	Index	FY26	FY27	FY28
0	0.0200	$975	$1004	$1034
1	0.0210	$1024	$1055	$1086
2	0.0220	$1073	$1,105	$1,138
3	0.0230	$1,121	$1,155	$1,190
4	0.0240	$1,170	$1,205	$1,241
5	0.0250	$1,219	$1,255	$1,293
6	0.0260	$1,268	$1,306	$1,345
7	0.0270	$1,316	$1,356	$1,397
8	0.0280	$1,365	$1,406	$1,448
9	0.0290	$1,414	$1,456	$1,500
10	0.0300	$1,463	$1,507	$1,552

Group 11

STEP	Index	FY26	FY27	FY28
0	0.0100	$488	$502	$517
1	0.0110	$536	$552	$569
2	0.0120	$585	$603	$621
3	0.0130	$634	$653	$672
4	0.0140	$683	$703	$724
5	0.0150	$731	$753	$776
6	0.0160	$780	$803	$828
7	0.0170	$829	$854	$879
8	0.0180	$878	$904	$931
9	0.0190	$926	$954	$983
10	0.0200	$975	$1,004	$1,034

ACADEMIC SUPPLEMENTAL SALARY GROUPS
JULY 1, 2025 THROUGH JUNE 30, 2028

GROUP 1
HS Head Band Dir

GROUP 2
Not Applicable

GROUP 3
HS Asst Band Dir (Add'l Asst Band Dir approved, If >100 students)

GROUP 4
HS Drama Dir- Fall
HS Drama Dir- Winter
HS Drama Dir- Spring
HS Freshman Mentor
HS Vocal Music Dir
HS Vocal Music Accompanist

GROUP 5
HS Orchestra Dir

GROUP 6
HS Broadcast Producer
HS DECA Coordinator
HS HOSA Coordinator
HS Yearbook
MS Band Dir
MS Orchestra Dir
MS Vocal Music Dir

GROUP 7
District Dept/Bldg Dept Chair
EL District Dept Chair (K-12)
Gifted District Dept Chair (K-12)
Health/PE District Dept Chair (6-8)
Library/Media District Dept Chair (K-5) and (6-12)
Nurse District Dept Chair (K-12)
Performing Arts District Dept Chair (K-5) and (6-8)
Physical Education District Dept Chair (K-5)
School Counselor District Dept Chair (K-5) and (6-8)
Special Education District Dept Chair (K-5)
Student Experience Liaison District Dept Chair (K-12)
Visual Arts District Dept Chair (K-5) and (6-8)
World Language and Culture District Dept Chair (6-8)
HS Asst Drama Dir- Fall
HS Asst Drama Dir- Winter
HS Asst Drama Dir- Spring
HS Majorette/Flag Corps
HS Robotics Club
HS Speech/Debate Team

GROUP 7 (continued)
HS Student Experience Liaison
MS Music Ensemble Asst- Band
MS Music Ensemble Asst- Orchestra
MS Student Experience Liaison
MS Washington, DC Coordinator
ES Instructional Technology Dept Chair
ES Student Experience Liaison

GROUP 8
LPDC Members
HS Junior Class Advisor
HS Drama Choreographer- Fall
HS Drama Choreographer- Winter
HS Drama Choreographer- Spring
HS In the Know
HS Percussion
HS Show Choir Choreographer
HS Asst Speech/Debate Team
HS Student Council
MS Enrichment Programs
ES Enrichment Programs

GROUP 9
HS Senior Class Advisor
HS Drama Tech Dir- Fall
HS Drama Tech Dir- Winter
HS Drama Tech Dir- Spring
HS Service Club
ES Safety Patrol

GROUP 10
HS Drama Instrumental Dir- Fall
HS Drama Instrumental Dir- Winter
HS Drama Instrumental Dir- Spring
HS Literary Club
HS School Newspaper
HS Science Enrichment/Olympiad
HS Teen Advocate
MS Drama Club
MS Math Counts
MS Science Enrichment/Olympiad

GROUP 11
HS Art Club
HS Sophomore Class Advisor
HS Freshman Class Advisor
HS French Club
HS German Club
HS Spanish Club
HS Industrial Technology Club
HS Model United Nations
HS National Honor Society
HS Thespians
MS Model United Nations
MS Student Council
MS Teen Advocate

GROUP 11 (continued)
MS Washington, DC Chaperone
MS Yearbook
ES Music Enrichment

ATHLETIC SUPPLEMENTAL SALARY GROUPS
JULY 1, 2025 THROUGH JUNE 30, 2028

GROUP 1
HS Head Basketball
HS Head Football

GROUP 2
HS Head Baseball
HS Head Cross Country
HS Head Field Hockey
HS Head Ice Hockey
HS Head Lacrosse
HS Head Soccer
HS Head Softball
HS Head Track
HS Head Volleyball
HS Head Wrestling

GROUP 3
HS Asst Basketball
HS JV Basketball
HS Freshman Basketball
HS Asst Football
HS Freshman Football

GROUP 4
Special Olympics District Coord- Summer
Special Olympics District Coord- Fall
Special Olympics District Coord- Winter
Special Olympics District Coord- Spring
HS Asst Baseball
HS JV Baseball
HS Freshman Baseball
HS Head Bowling
HS Head Basketball Cheerleading
HS Head Football Cheerleading
HS Asst Cross Country
HS Facility Mgr- Fall
HS Facility Mgr- Winter
HS Facility Mgr- Spring
HS Asst Field Hockey
HS Asst Freshman Football
HS Head Golf
HS Head Gymnastics
HS Asst Ice Hockey
HS Asst Lacrosse
HS JV Lacrosse
HS Asst Soccer
HS JV Soccer
HS Asst Softball
HS JV Softball
HS Freshman Softball
HS Head Swimming
HS Head Tennis
HS Asst Track
HS Asst Volleyball
HS JV Volleyball
HS Freshman Volleyball
HS Asst Wrestling
HS JV Wrestling

GROUP 4 (continued)
HS Freshman Wrestling

GROUP 5
HS Weight Trng Coord- Summer
HS Weight Trng Coord- Fall
HS Weight Trng Coord- Winter
HS Weight Trng Coord- Spring

GROUP 6
HS Asst Bowling
HS JV Golf
HS JV Basketball Cheerleading
HS JV Football Cheerleading
HS Freshman Basketball Cheerleading
HS Freshman Football Cheerleading
HS Asst Gymnastics
HS Asst Swimming
HS Asst Tennis
MS Baseball- 8th
MS Baseball- 7th
MS Basketball- 8th
MS Basketball- 7th
MS Cross Country
MS Facility Mgr- Fall
MS Facility Mgr- Winter
MS Facility Mgr- Spring
MS Football- 8th
MS Football- 7th
MS Golf
MS Lacrosse- 8th
MS Lacrosse- 7th
MS Softball- 8th
MS Softball- 7th
MS Track
MS Volleyball- 8th
MS Volleyball- 7th
MS Wrestling

GROUP 7
MS Basketball Cheerleading- 8th
MS Basketball Cheerleading- 7th
MS Football Cheerleading- 8th
MS Football Cheerleading- 7th
MS Asst Cross Country
MS Asst Football
MS Asst Lacrosse
MS Asst Track
MS Asst Wrestling

GROUP 8
HS Diving

GROUP 9
HS Ski Club

GROUP 10
Not Applicable

GROUP 11
HS Sports Stat- Fall
HS Sports Stat- Winter
HS Sports Stat- Spring

Olentangy Local School District
PPO Plan Option
Effective January 1, 2025 – December 31, 2028

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26/28 Removal End of Month	
Pre-Existing Condition Waiting Period	No Pre-Existing Condition Waiting Period Applies	
Annual Benefit Period Maximum	Unlimited	
Benefit Period Deductible – Single/Family[1]	$400 / $800	$800 / $1,600
Coinsurance	90% after deductible	80% after deductible
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$1,400 / $2,800	$2,800 / $5,600
Maximum Out-of-Pocket (MOOP) (Includes Deductible, Coinsurance and Copays) – Single/Family	$2,800 / $5,600	$5,600 / $11,200
Physician/Office Services		
Office Visit (Illness/Injury) [2]	$15 copay, then 100%	80% after deductible
Specialists Office Visit[2,3]	$25 copay, then 100%	80% after deductible
Urgent Care Office Visit[3]	$50 copay, then 100%	80% after deductible
All Immunizations	100%	80% after deductible
Allergy Testing	$15 copay, then 100%	80% after deductible
Allergy Treatment	100%	80% after deductible
Preventative Services (in accordance with State and Federal Law)[5]		
Routine Physical Exam (Ages 21 and over)	100%	50% after deductible[4]
Well Child Care Services including Exam , Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth To Age 21)	100%	80% after deductible
Routine Vision Exams (One exam every two benefit periods; Age 21 and over)[2]	100%	$10 copay, then 100%
Routine Hearing Exams (One exam every two benefit periods; Age 21 and over)	100%	50% after deductible[4]
Routine Mammogram (1 per benefit period)	100%	80% after deductible
Routine Pap Test	100%	80% after deductible
Routine Laboratory, X-ray and Medical Testing (All Ages)	100%	50% after deductible[4]
Routine Endoscopic Services (All Ages)	100%	50% after deductible[4] (Professional); 80% after deductible (Institutional)
Outpatient Services		
Surgical Services	90% after deductible	80% after deductible
Diagnostic Services	90% after deductible	80% after deductible
Physical, Occupational, Speech, and Chiropractic Therapies (60 combined visit per benefit period)	90% after deductible	80% after deductible
Cardiac Rehabilitation	90% after deductible	80% after deductible
Emergency use of an Emergency Room[6]	$200 copay, then 100%	$200 copay, then 100%
Non-Emergency use of an Emergency Room[6,7]	$250 copay, then 100%	$250 copay, then 80%
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	80% after deductible
Maternity	90% after deductible	80% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	80% after deductible
Additional Services		
Ambulance	90% after deductible	80% after deductible
Durable Medical Equipment	90% after deductible	80% after deductible

Benefits	Network	Non-Network
Elective Abortions	NOT COVERED	NOT COVERED
Home Healthcare (60 visits per benefit period)	90% after deductible	80% after deductible
Hospice	90% after deductible	80% after deductible
Jobst Stockings (4 pairs per benefit period)	90% after deductible	80% after deductible
Mastectomy Bras (2 per benefit period)	90% after deductible	80% after deductible
Organ Transplants	90% after deductible	80% after deductible
Private Duty Nursing	90% after deductible	80% after deductible
Residential Treatment Centers	90% after deductible	80% after deductible
Services billed for a Diagnosis of Obesity (including but not limited to Weight Loss Surgical Services and complications)	NOT COVERED	NOT COVERED
TMJ Services ($1,000 lifetime maximum)	90% after deductible	80% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Deductible expenses incurred for services by a network provider will only apply to the network deductible. Deductible expenses incurred by a non-network provider will also apply to the network deductible.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of the company may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, the insurance company's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or the insurance company's negotiated rate with the provider.

Refer to the certificate of coverage for complete list of covered benefits, exclusions and limitations.

1. Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover supplies.

2. The office visit copay applies to the cost of the office visit only.

3. The PCP copayment will apply to Specialist office visits when services are rendered outside the Network Service area.

4. Not applied to Coinsurance Out-of-Pocket Maximum.

5. Preventative services include evidence-based services that have a rating of "A" or "B" in the United States Preventative Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

6. Copay waived if admitted.

7. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

Olentangy Local School District PPO Plan Prescription Program[1]		
Benefits	Copay	Day Supply
Benefit Period	January 1st through December 31st	
Dependent Age Limit	Same as Medical	
Retail Program with Oral Contraceptive Coverage [2,3]		
Generic Copayment	$10	34
Formulary Copayment	$25	34
Non-Formulary Copayment	$45	34
Home Delivery Program with Oral Contraceptive Coverage[3]		
Generic Copayment	$20	90
Formulary Copayment	$50	90
Non-Formulary Copayment	$90	90

Note: Benefits will be determined based on the insurance company's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of the insurance company may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

1. Coverage includes Preventive Medications, in accordance with Federal Law.

2. If the member requests a brand name drug and a generic equivalent drug is manufactured, the member pay the brand copayment plus the difference between the brand and generic costs. If a generic drug is not manufactured, the member pays the brand copayment only.

3. The following diabetic supplies are covered: insulin, syringes and needles and lancets and test strips when dispensed on the same day as insulin. The member pays a separate copay for each supply purchased on the same day.

Olentangy Local School District
HDHP/HSA Plan Option
Effective January 1, 2025 – December 31, 2028

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26/28 Removal Upon End of Month	
Pre-Existing Condition Waiting Period	No Pre-Existing Condition Waiting Period Applies	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Not Apply	
Benefit Period Deductible – Single/Family[1]	$2,800 / $5,400	$5,400 / $10,800
Coinsurance	100% after deductible	80% after deductible
Coinsurance Maximum	None	$5,400 / $10,800
Maximum Out-of-Pocket (MOOP) (Includes Deductible & Coinsurance) – Single/Family	$2,800 / $5,400	$10,800 / $21,600
Physician/Office Services		
Office Visit (Illness/Injury)	100% after deductible	80% after deductible
Urgent Care Office Visit	100% after deductible	80% after deductible
All Immunizations	100%	80% after deductible
Allergy Testing	100% after deductible	80% after deductible
Allergy Treatment	100% after deductible	80% after deductible
Preventative Services (in accordance with State and Federal Law)[2]		
Routine Physical Exams (Age 21 and over)	100%	80% after deductible
Well Child Care Services including Exam , Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth to Age 21)	100%	80% after deductible
Routine Vision Exams - (One exam every two benefit periods; Age 21 and over)	100%	80% after deductible
Routine Hearing Exams – (One exam every two benefit periods; Age 21 and over)	100%	80% after deductible
Routine Mammogram (1 per benefit period)	100%	80% after deductible
Routine Pap Test	100%	80% after deductible
Routine Laboratory, X-ray and Medical Testing (All Ages)	100%	80% after deductible
Routine Endoscopic Services (All Ages)	100%	80% after deductible
Prescription Drugs – Oral Contraceptives included[3,4,5] Retail – 34-Day Supply Home Delivery – 90-Day Supply	100% after deductible Preventative – 100% (Standard Plus Preventive Medications List (Generic and Brands)	
Outpatient Services		
Surgical Services	100% after deductible	80% after deductible
Diagnostic Services	100% after deductible	80% after deductible
Physical, Occupational, Speech, and Chiropractic Therapies (60 combined visits per benefit period)	100% after deductible	80% after deductible
Cardiac Rehabilitation	100% after deductible	80% after deductible
Emergency use of an Emergency Room	100% after deductible	80% after deductible
Non-Emergency use of an Emergency Room	100% after deductible	80% after deductible
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	80% after deductible
Maternity	100% after deductible	80% after deductible
Skilled Nursing Facility (100 days per benefit period)	100% after deductible	80% after deductible
Additional Services		
Ambulance	100% after deductible	80% after deductible
Durable Medical Equipment	100% after deductible	80% after deductible
Elective Abortions	NOT COVERED	NOT COVERED
Home Healthcare (60 visits per benefit period)	100% after deductible	80% after deductible
Hospice	100% after deductible	80% after deductible
Jobst Stockings (4 pairs per benefit period)	100% after deductible	80% after deductible

Benefits	Network	Non-Network
Mastectomy Bras (2 per benefit period)	100% after deductible	80% after deductible
Organ Transplants	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
Residential Treatment Centers	100% after deductible	80% after deductible
Services billed for a Diagnosis of Obesity (including but not limited to Weight Loss Surgical Services and complications)	NOT COVERED	NOT COVERED
TMJ Services ($1,000 lifetime maximum)	100% after deductible	80% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on the insurance company's medical and administrative policies and procedures.

Deductible expenses incurred for services by a network provider will only apply to the network deductible. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of the insurance company may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, the insurance company's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

1. Maximum family deductible. Member deductible is the same as single deductible.

2. Preventative services include evidence-based services that have a rating of "A" or "B" in the United States Preventative Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

3. Failure to present an ID card may result in decreased benefit.

4. Coverage includes preventive medications, in accordance with Federal Law.

5. The following diabetic supplies are covered: insulin, syringes and needles and lancets and test strips when dispensed on the same day as insulin.

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 operation 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 Master Contract between the Board and the Olentangy Teachers Association, effective July 1, 2025 through June 30, 2028.

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.

Digitally signed by Timothy "Ryan" Jenkins
Date: 2024.06.12 13:24:09 -04'00'

Timothy R. Jenkins, Treasurer

Digitally signed by Todd R. Meyer
Date: 2024.06.12 13:23:47 -04'00'

Todd R. Meyer, Superintendent

Digitally signed by Brandon Lester
Date: 2024.06.12 13:24:31 -04'00'

Brandon J. Lester, Board President

June 11, 2024

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 Master Contract between the Board and the Olentangy Teachers Association, effective from July 1, 2025 through June 30, 2028, as amended on April 23, 2026.

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

Superintendent

Board President

April 23, 2026

INDEX

A

Adoption Leave 17
Annuity Deductions 66
Assault Leave for Teachers 57
Assault of a Teacher 56

B

Bargaining Procedures 5
Time Limits 5
Benefit Options 67
Building Chair 66

C

Childbirth 16
Class Size 48
Communicable Diseases 52
Complete Agreement 76
Conducting Instruction and Curriculum/Program Development 58
Continuing Contracts 47
Contract Length 48
Contract Sequence 37, 47
Cumulative Sick Leave 15

D

Death in the Immediate Family 16
Digital and Alternative Learning Environments 50
Discipline 37
Displacement Rights 39
District Coordinator 66

E

Employment Non-renewal 38
Employment of Previously Retired Teachers 74
Equal Opportunity 4
Evaluation 7, 10, 11, 53, 61

F

Fair Dismissal Policy 36
Fair Share Fee 64
Family Medical Leaves and Absences 21
Five (5) Year Contract 47
Fringe Benefits 67

G

Gender 4
General Provisions for All Evaluations 7
Grievance Report Form 77
Grievance/Problem Procedure 11
Level 1 13
Level 2 13
Level 3 13

H

HDHP/HSA 68, 89
Health Insurance 68, 86
Health Insurance Coverage Levels 68

I

Illness in Immediate Family 16
Intermittent and Reduced Leave 21
Involuntary Transfer/Reassignment 35

J

Job Sharing 59
Jury Duty 34

L

Leave of Absence – Unpaid 19
Length of School Year 32
Length of Teacher Day 30
Limited Teaching Contracts 62
Local Professional Development Committee 43
Long-term unpaid leaves of absence 19

M

Master Teacher 45, 46, 47
Matters Outside Collective Bargaining 5
Matters Subject to Collective Bargaining 5
Mentor Program 51
Mileage 60

N

New Building Assignments 35
New Schedule/Index 74
Notification of Teaching Assignment 33

O

OTA Partnership 29

P

Parent-Teacher Conferences 42
Paternity Leave 16
Payroll 63, 64
Personal Leave 26
Personnel Files 42
Procedure if Agreement is Not Reached 6
Procedure to Resolve Parent/Teacher Disagreements 55
Step 1 55
Step 2 55
Step 3 56
Professional Leave 27

R

R.C. 5705.412 Certification of Adequate Revenue for Contract 91
Reassignments 34, 35
Recall Rights 40
Recognition 4
Reduction in Force 38, 50, 75
Religious Leave 36
Reprimands 37
Rights Under the Family and Medical Leave Act of 1993 24

S

Sabbatical Leave 28
Salary Index 82
Salary Notices 62
Salary Schedule 79, 80, 81
Salary Schedule Provisions 72
School Calendar 42
Scope of Negotiations 5
Seniority 41
Severability/Contrary to Law 75
Severance Pay 14
Short-term unpaid leaves of absence 19
Sick Leave 15, 17
Spouses Employed by the Board 21
Supplemental Contracts 61
Evaluation/Issuing 61
Supplemental Salary Schedule Provision 70

T

Teacher Dress 51
Teacher Tuition Fund 71
Teacher's Children Who Attend Olentangy Schools 62
Teacher's Illness 15
Teaching Load 48
Tentative School Calendar 42
Transfers 34, 35
Traveling Teachers 60

V

Vacancies 34, 35, 43, 46
Voluntary Sick Leave Bank 17
Voluntary Transfers/Reassignments 35

Memorandum of Understanding
Between the
Olentangy Local School District Board of Education
And the
Olentangy Teachers Association

This Memorandum of Understanding is entered into this 21st day of August 2026, by and between the Olentangy Local School District Board of Education (hereinafter "Board") and the Olentangy Teachers Association (hereinafter "Association"); jointly referred to as the "Parties".

WHEREAS, the Board and Association are parties to a Collective Bargaining Agreement ("CBA") which is in effect from July 1, 2025 through June 30, 2028; and,

WHEREAS, the CBA, Article 17(F) addresses insufficient substitute coverage;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Board and the Association agree to the following terms:

A. If the District cannot obtain a substitute teacher and the building principal asks an Association member to cover the absent teacher's assignment(s), the teacher providing the coverage will be paid at the following rates based on the current Olentangy Board of Education per day sub rate of $155.00 for the 2026-2027 school year.

   a. $25.00 per day for a reassignment of a teacher(s) covering at least one class of students; or
   b. $25.00 for a middle school teacher covering a class during their planning period; or
   c. $25.00 for a high school teacher covering a class during their planning period; or
   d. $155 per day (per diem sub rate) will be divided equally among elementary teachers covering a class.
   e. $155 per diem substitute rate shall be divided equally among teachers assuming the workload of a teacher without substitute coverage exceeding five (5) consecutive scheduled workdays, when the resulting responsibilities extend beyond the maximum scope of their regular daily assignment.

B. This constitutes the entire agreement between the Parties and makes no other changes to the CBA. Any amendment to this MOU must be in writing and signed by all parties.

C. This MOU automatically expires at 11:59 p.m. on June 30, 2027 unless extended by mutual agreement.

IN WITENSS WHEREOF, the parties set their hands to this memorandum of Understanding this 21st day of August 2026.

FOR THE OLENTANGY TEACHERS ASSOCIATION

Allison Shape

FOR THE OLENTANGY LOCAL SCHOOL DISTRICT

Todd R. Meyer