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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

BETWEEN

**SOUTH RANGE LOCAL
BOARD OF EDUCATION**

AND

**SOUTH RANGE
EDUCATION ASSOCIATION**

SEPTEMBER 1, 2011 - AUGUST 31, 2013

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ARTICLE I

RECOGNITION

1.01 The South Range School Board recognizes the South Range Education Association, affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining agent for the members of the bargaining unit. Sole and exclusive recognition means that the Board will not bargain with any other organization, or any individual, in a manner or for a purpose inconsistent with the terms of this contract. Individual contracts of employment with members of the bargaining unit shall in all respects be consistent with this Contract which shall be deemed incorporated in such individual contracts.

1.02 Bargaining Unit Defined

1.021 Inclusions

As used in this Agreement, "Professional Certified or Licensed Employee" and "Employee Unit" shall include all professional certified or licensed teaching personnel, hereinafter called teachers, employed by the Board exclusive of substitute teachers employed less than sixty (60) days in a specific position in the same school year, the Superintendent of Schools, and administrators. Hourly paid tutors also are included in the bargaining unit defined above. The only rights provided and provisions governing tutors are listed in Article 6.10.

1.022 Exclusions

Employees excluded from the Employee Unit shall include any employee who has the authority to recommend the hiring, discharge, or the discipline of a member of the Employee Unit or the authority to evaluate the professional performance of those employees during the school day, or the authority to recommend resolutions to grievances. The unit shall not include substitutes employed less than sixty (60) days in a specific position in the same school year.

ARTICLE II

NEGOTIATIONS PROCEDURE

2.01 Submission of Issues

A written request of meetings will be submitted by the negotiating team of the recognized Teacher's Association to the Superintendent or by the Superintendent to the President of the recognized teacher's organization during the month of March. The subject matter to be considered will be specified in writing. Other items may be added to the list by mutual agreement.

2.02 Meetings

Meetings between the negotiating teams will be scheduled for a mutually satisfactory time (within 15 days after the date of the request for a meeting, unless a mutually satisfactory later date is agreed upon).

2.021 Relevant data and supporting information, proposals and counter proposals will be presented and discussed in good faith. "Good Faith" involves coming to the negotiating table with the intention of negotiating. "Good Faith" requires that the Association and the Board will be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, the party is obligated to give its reasons and to offer counter proposals on all mandatory subjects of bargaining and such permissive subjects of bargaining that the parties have mutually agreed to bargain. "Good Faith" requires both parties to recognize negotiations as a shared process. Neither side is sent to the bargaining table with a "take it or leave it" ultimatum. "Good Faith" does not require either party to agree to a proposal or make a concession.

2.022 During the period of consideration, interim reports of progress may be made to the recognized teacher's organization by the President of the Association and to the Board by the Superintendent.

2.023 Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the subsequent meeting unless mutually agreed otherwise.

2.024 Negotiation meetings shall be in closed session. Open sessions shall be by mutual agreement.

2.03 Negotiating Teams

The Board and the Association shall be represented at all meetings by a team of negotiators not exceeding five members each. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to admit two consultants to each meeting. Such persons shall be without the right to speak or to otherwise comment to either party unless requested to do so by the negotiating team they support. Either team may call for a caucus at any time. A caucus shall not be longer than thirty (30) minutes unless an extension is mutually agreeable to both teams.

2.04 Agreement

When agreement is reached on the items being negotiated, a final copy shall be submitted to the Association for ratification and then to the Board at the next regular or special Board meeting. The final written copy will contain the following:

2.041 Terms of the provisions. (Example: windows or limited provisions.)

2.042 Effective date of the contract as well as the effective date of any provisions which may not extend throughout the whole duration of the contract.

2.05 Impasse

The parties pledge themselves to negotiate in good faith and if either party determines that the differences of position are so serious that further negotiations seem impossible of producing a satisfactory agreement, or at the termination of a sixty (60) day period after the commencement of negotiations, unless mutually agreed to otherwise, either party may declare impasse. However, no item that has been tentatively agreed to shall be the subject of impasse.

2.051 Mediation

In the event that agreement is not reached in sixty (60) days on a matter or matters being negotiated, either party may request that the Federal Mediation and Conciliation

Service provide a mediator to facilitate bargaining. Mediation shall last for up to thirty (30) days after the mediator begins that process. Unless final agreement is reached, said mediator shall at the end of the thirty (30) days assume the role of Factfinder. The Factfinder shall have the authority to hold such meetings as he/she deems appropriate and shall submit his/her decision on all the issues under mediation to the parties within a three week period. Either party may reject the Factfinder's decision within a seven (7) day period from its receipt of the decision. If either party rejects the Factfinder's decision in whole or in part, both parties must return to negotiations within two weeks. It is agreed that the procedures set forth in this Section constitute a mutually agreed dispute settlement procedure which supersedes the procedures contained in ORC 4117.14.

2.052 Cost of Mediation

The cost of mediation, if any, shall be shared equally by the Board and the Association.

2.06 Alternative Negotiations

By mutual agreement of the parties, an alternative method of negotiations may be selected.

ARTICLE III

GRIEVANCE PROCEDURE

3.01 Definitions

3.011 A grievance is a claim by a teacher, a group of teachers, or the Association (hereinafter called the grievant) that there has been a violation, misinterpretation, or misapplication of any provision of this Contract. Only provisions of this Contract are grievable.

3.012 The term "days" as used herein shall mean days in which school is in session.

3.02 Purpose

- 3.021 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise.
- 3.022 Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3.03 Grievance Form

Written grievances as required herein shall contain the following:

- 3.031 It shall be signed by the grievant, or grievants, and/or the Association President or his/her designee.
- 3.032 It shall be specific.
- 3.033 It shall include a statement of grievance.
- 3.034 It shall contain a synopsis of the facts giving rise to the alleged violation or misapplication or misinterpretation.
- 3.035 It shall contain the date of the alleged violation.
- 3.036 It shall specify the relief requested.

3.04 Time Limits

- 3.041 The time limits provided in this Article shall be strictly adhered to but may be extended by written agreement.
- 3.042 In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.
- 3.043 In the administration of the Grievance Procedure, the interests of the teachers shall be the sole responsibility of the Association.

3.044 If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Step III of the formal grievance procedure.

3.05 Step I

3.051 In the event that a teacher believes that there is a basis for a grievance, he/she shall discuss (either personally or accompanied by his/her Association representative or its designee) the alleged grievance with his/her immediate supervisor or the administrator directly involved.

3.052 If, subsequent to the informal discussion with the immediate supervisor, it is the opinion of the Association or grievant that a grievance still exists, the grievant may invoke the following formal grievance on the forms set forth in the Appendix (Forms A, B, and C) and available from the Association representative in each building.

3.053 If a grievance in writing signed by both the grievant and the Association representative or its designee does not reach the Building Principal or his/her designee within ten (10) days after the oral discussion, the grievance shall be considered as waived.

3.054 Within two (2) school days after the informal grievance procedure with the principal or administrator involved, the grievant and his/her Association representative or designee shall request a dated notification signed by all parties, stating the topic discussed if the grievant feels the topic might become formalized as a grievance.

3.06 Step II

3.061 To continue the grievance the grievant must submit to his/her immediate supervisor a completed Grievance Report Form A in triplicate within thirty (30) school days after the two (2) school day period stated in Article 3.054.

3.062 The three copies shall be submitted as follows: one to the Association, one to the immediate supervisor or the administrator directly involved, and one to the Superintendent.

- 3.063 Within five (5) days of receipt of Grievance Report Form A, the immediate supervisor shall indicate his/her disposition of the grievance by completing the Grievance Report Form A.
- 3.064 The grievant, the Association, and the Superintendent shall receive a completed copy of Grievance Report Form A as written by the immediate supervisor.

3.07 Step III

- 3.071 If the grievant or the Association is not satisfied with the disposition of the grievance as made by the immediate supervisor, or if no such disposition has been made within the required time limit, the grievant and/or the Association representative or its designee shall submit a completed Grievance Report Form B to the Superintendent.
- 3.072 Within ten (10) days the Superintendent or his/her designee shall meet with the grievant and the Association representative or designee in an effort to resolve the grievance.
- 3.073 Within five (5) days of the meeting the Superintendent shall indicate in writing his/her disposition by completing Grievance Report Form B and forwarding it to the grievant and the Association President.
- 3.074 A copy will be forwarded to the Association representative and the immediate supervisor.

3.08 Step IV

If the grievant is not satisfied with the disposition of the grievance at Step III or if no decision has been rendered within the specified time, the grievant may appeal in writing to the Board. Such appeal shall indicate whether the grievant desires a hearing and the right to be represented at such hearing by legal counsel or by a representative of the Association. The Board shall hear the appeal in executive session no later than at its next regularly scheduled meeting, and shall render a decision on the appealed grievance within ten (10) days. The decision and the reasons for the decision shall be reduced to writing and copies sent to the teacher, the Association, the Building Principal, and the Superintendent.

3.09 Step V

- 3.091 If the grievant and/or the Association are not satisfied with the disposition made by the Board, or if no such disposition has been made within the time limits as stated within this Agreement, the grievance may be submitted to arbitration before an impartial arbitrator.
- 3.092 To submit the grievance to arbitration, the Association shall complete Grievance Report Form C.
- 3.093 The arbitrator shall be selected by both parties by requesting a list of seven (7) arbitrators from the American Arbitration Association. An arbitrator will be selected and notified in accordance with the voluntary rules of the American Arbitration Association.
- 3.094 The fees and expenses of the arbitrator shall be borne by the losing party.
- 3.095 The decision of the arbitrator shall be submitted to the Board and to the Association and shall be final and binding in respect to the interpretation, meaning, or application of any provision of the Agreement.

3.10 Miscellaneous

- 3.101 If multiple grievances arise, all shall be numbered in consecutive order beginning with the number following that of the last filed grievance.
- 3.102 Any grievance which arises during the life of this agreement may be processed until resolution in accordance herewith.
- 3.103 A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, shall be released from regular duties without loss of salary for up to three days. If more than five teachers are required to appear in a grievance proceeding, all proceedings, including arbitration, shall be held at a time other than during regularly scheduled school hours unless parties mutually agree otherwise.

ARTICLE IV

RIGHTS

4.01 Board of Education Rights

The Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, limited only by the specific and express terms of the Agreement.

4.02 Individual Rights

4.021 Members of the instructional staff are entitled to full rights of citizenship regardless of race, gender, color, creed, or place of origin.

4.022 Members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interest.

4.023 Members of the instructional staff have the right to exercise their constitutional rights of political involvement or refusal to become involved without fear of reprisal or discipline in any form.

4.024 Individuals have the right to join or not to join any association to the extent protected by law.

4.025 No disciplinary action shall be taken against a teacher based on a complaint of a parent or guardian until the complaint and its validity have been investigated and the teacher has been apprised of the nature of the complaint.

4.026 There shall be no reprisals against any teacher for his/her actions pertaining to the negotiated Agreement.

4.03 Association Rights

Recognition of the Association as the sole and exclusive employee representative shall entitle the Association to the following privileges not granted to any other professional employee collective bargaining organization:

4.031 Payroll

The right to payroll deduction of membership dues in accordance with the following provisions:

- 4.0311 The Board agrees to deduct dues from the pay of teachers when so authorized in writing by the teacher.
- 4.0312 The deduction for those teachers previously electing payroll deduction of dues and for teachers authorizing the District Treasurer to deduct dues shall be made equally from ten (10) consecutive pays beginning with the first pay date in October.
- 4.0313 Individual authorization forms for dues deductions shall be furnished by the Association, and when executed shall be filed by the Association with the District Treasurer.
- 4.0314 Dues deductions shall be transmitted by the District Treasurer to the Ohio Education Association.
- 4.0315 The right to refund to an employee such dues deducted from his/her pay shall lie solely with the Association.

4.032 Service Fee

- 4.0321 All teachers who are not members of the Association shall pay a monthly service fee equivalent to the monthly dues uniformly required of such members, not including initiation fees, fines or assessments, as certified by the Association to the District Treasurer before each school year and as further necessary to be accurate. Such payment shall be subject to a rebate procedure provided by the Association meeting all requirements of applicable State and Federal law.
- 4.0322 Any public employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious

body which has (1) historically held conscientious objections to joining or financially supporting an employee organization, (2) has traditionally taught a doctrine or moral precept which he/she can identify as compromised or contravened by a specific policy, practice, teaching or position of the NEA, OEA, NEOEA, or the SREA, and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction as defined herein to the State Employment Relations Board, the Board shall declare the employee exempt from becoming a member of or financially supporting an employee organization. The employee shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 5.01 (c) (3) of the Internal Revenue Code mutually agreed upon by the employee and the representative of the employee organization to which the employee would otherwise be required to pay the fair share fee. The employee shall furnish to the employee organization written receipts evidencing such payment, and failure to make such payment or furnish such receipts shall subject the employee to the same sanctions as would nonpayment of dues under the applicable collective bargaining agreement.

- 4.0323 Such service fee shall be automatically deductible in ten (10) equal installments beginning with the second paycheck in January.
- 4.0324 That balance of any annual deductions shall be deducted from the final paycheck of a non-member teacher resigning his/her position, receiving a leave of absence, or terminating his/her employment after the opening of school.
- 4.0325 The Board will provide the Association with a single printout showing the non-member teachers from whom such service fees were

deducted. This itemized statement with a transmittal letter will be prepared monthly.

4.0326 The foregoing provisions regarding service fees shall be subject to all requirements of the State Statute [O.R.C. 4117.09(C)] and all other applicable law of the subject matter.

4.0327 The Association agrees to defend, indemnify and hold harmless the Board, its individual members, the Superintendent, District Treasurer, and other members of the Administration in any claim, demand, action or cause of action brought to contest collection or other elements of administration of the Service Fee.

4.033 Association Facility Use

The Association shall have the right to reasonable use of teacher mailboxes, the intra-building mail system, copy machines, telephones, the computer system, and room in the buildings (to be used for meetings) to conduct legitimate business of the Association as long as the use occurs during hours when the buildings are regularly open, the usage does not interfere with the normal operations of the schools or other legitimate business of the Board (which shall take precedence) and as long as there is a valid contract in place between the Association and the Board. The Association will reimburse the Board for any significant costs involving the use of copy machines or telephones.

ARTICLE V

LEAVES

The Association recognizes the importance of timely notification to the school administrators for the purpose of securing teacher replacements.

The Board recognizes that extraordinary circumstances may give cause for special consideration in the administration of the requirements for leave of absence.

Teachers who are on approved leaves of absence, by definition, have a right to return to work at the end of such approved leave period. At the time of their return to the work force, they are subject to assignment by the Superintendent--who is restricted in making such assignment only to the extent that no teacher may be assigned to teach in an area for which he/she is not certified/licensed.

5.01 Insurance Considerations

A teacher on unpaid leave may maintain at his/her own expense all or some of the insurance coverages provided by this Contract. In any case, the Board shall continue to provide such coverages for a period of time to include the entire month in which the employee begins his/her leave. The teacher who elects to maintain coverage shall be responsible for such coverages at his/her own expense beginning with the first full month of his/her leave. Payment of such premium by the teacher shall be made to the District Treasurer at least one week prior to the premium due date. The District Treasurer shall let the teacher know of the premium due date. Failure of the teacher to make such payment may result in loss of insurance benefits. Insurance coverage will not be separated beyond required premium packages.

5.02 Sick Leave

5.021 Annual Allowance

Teachers shall be granted sick leave on the following basis: one and one-quarter (1 1/4) days for each completed month of service, or fifteen (15) days for each completed year of service. Sick leave shall be accumulated to two hundred sixty (260) days.

5.022 Manner of Calculation

Any sick leave earned or unused in prior employment with another public school district or other agency of the State of Ohio shall, upon presentation of a certified copy stating the number of sick leave days earned and unused from such employers, be transferred to the teacher's account at the time of employment in the manner prescribed by state law.

5.023 Approved Use of Sick Leave Days

Sick leave may be used by all teachers for those reasons and situations enumerated in the State Statute (O.R.C. 3319.141).

5.024 Definition of Immediate Family

As applied to absence because of illness, injury, or death in the teacher's immediate family, the immediate family shall include the husband, wife, children, father, mother, brothers, sisters, grandparents, grandchildren, in-laws, aunts, uncles, and any person who is a member of the immediate household. A teacher may have significant and continuing responsibility for a person who is virtually a member of the immediate household but who lives at another address. He/she may register this person's name annually with the District Treasurer. If he/she does so, for purposes of this article, that person shall be considered a member of the immediate household.

5.025 Use of Sick Leave Form

Each school employee using sick leave shall submit, in a timely manner to the Superintendent, a signed, completed sick leave form as included in this Contract in Appendix (Form D). Falsification of a statement on a sick leave form is grounds for suspension or termination of employment. In cases of frequent, extended, or otherwise questionable use, an employee may be required by the Superintendent to furnish a certificate from a licensed physician. If a certificate from a physician is required, the District will bear any cost not covered by insurance.

5.026 Sick Leave Bank

Establishment

- A. Each bargaining unit member may contribute one day of his/her accumulated sick leave days to the Sick Leave Bank during the enrollment period. The enrollment period will be from August 20 through September 15 of each school year. New teachers hired after the school year has commenced will have four (4) weeks to enroll. The donated day is not returnable. If the sick leave bank has four hundred

(400) days accumulated, there shall be no enrollment period. In that case, new teachers shall automatically be a member of the Sick Leave Bank until such time as the accumulated sick leave in the bank falls below four hundred (400) days and contributions are requested. Teachers, hired new to the district, will be asked to contribute in order of their seniority when the bank falls below four hundred (400) days. Any teacher so asked who does not contribute shall no longer be a member of the Sick Leave Bank.

- B. If the Sick Leave Bank is depleted to three hundred-thirty (330) or fewer days, the Sick Leave Bank Committee may, regardless of the enrollment period set forth in 5.026 (A), reopen the bank for contributions until the Sick Leave Bank accumulates up to a maximum of four hundred (400) days. Such reopening for contributions will be for a period of thirty (30) calendar days. No further contributions to the Sick Leave Bank will be requested or accepted at any time when the bank has accumulated four hundred (400) days.

Operational Procedures

- A. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.
- B. Use of days from the Sick Leave Bank will be limited to personal illness of the Bargaining Unit member or the Bargaining Unit member's spouse, or the Bargaining Unit member's dependent children. A doctor's statement is required with the application in order to be considered.
- C. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days.
- D. The maximum number of days that a person may use is 20% of the total days in the Bank at the end of the enrollment period up to a maximum of fifteen (15) days per person per year. The Sick Leave Bank Committee may grant fifteen (15) additional days per year at its discretion.

Sick Leave Bank Committee

- A. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the business office of the South Range Local School District will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:
1. Superintendent of Schools of the South Range Local School District or his/her designee.
 2. The South Range Education Association President or his/her designee.
 3. One South Range Local School District business office or building level administrator. This member is to be appointed by the Superintendent of Schools of the South Range Local School District.
 4. Two bargaining unit members. These members are to be appointed by the South Range Education Association President. Effort should be made with these appointments to provide bargaining unit representation from the elementary, middle school, and high school levels.
- B. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
- C. One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The South Range Education Association President will designate the chairperson prior to the first meeting of the SBC.

- D. The SBC will be responsible for developing the forms needed to operate the Bank except for the Application to Use Days form.
- E. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

5.03 Personal Leave

- 5.031 All full-time teachers shall be allowed four (4) days of absence, three (3) of which will be unrestricted, during each school year for personal leave without loss of pay.
 - 5.0311 To use an unrestricted day to extend a holiday or recess is limited to one per bargaining unit member per year of the contract.
 - 5.0312 Days to extend a holiday or recess will be limited by building not to exceed four (4) elementary teachers, five (5) middle school teachers, and four (4) high school teachers.
 - 5.0313 Employees shall be restricted from use of personal leave on the following days: the first day of school, parent-teacher conferences, the last day of school, and if applicable, any waiver day.
 - 5.0314 Written applications for personal leave to extend a holiday or recess will be accepted starting the first day of school for each year of the contract.
 - 5.0315 Teachers hired after the beginning of the school year will receive a pro-rated share of the three days, based on a percentage of the total contractual days worked under regular contract and rounded up to the nearest one-half (1/2) day.
- 5.032 Personal leave is not to be accumulative.
- 5.033 Requests for personal leave days should be made with as much advance notice as possible.

5.0331 Forty-eight hours notice must be given the building principals for use of personal leave except in emergency situations.

5.0332 In the event that fifteen percent (15%) of the teachers request the same day for personal leave, the requests will be subject to the approval of the Superintendent.

5.034 Restricted personal leave shall not be used for recreation or for gainful employment.

5.035 If final approval is necessary, then such approval is to be determined by the Superintendent.

5.036 Bargaining unit members who do not use all four (4) personal leave days available to them shall be paid for one (1) day at their daily rate in the second pay in June.

5.04 Emergency Leave

Emergency leave of absence without pay from normal teaching duties, up to a total of five (5) days per school year, will be granted by the Superintendent upon submission of satisfactory evidence acceptable to the Superintendent of an actual emergency situation. All teachers shall be allowed one unrestricted, unpaid emergency day. This day may be taken at any time.

5.05 Association Leave

When it is necessary for an official representative(s) of the Association to engage in Association activities directly relating to the Association's duties as representative of the teachers during the school day, they may be given such free time, without loss of pay, as is necessary to perform any such activities, provided such activities and free time have been approved by the Superintendent or his/her designated representative in accordance with established administrative regulations and provided that it is not contrary to law. Under this provision, there shall be an aggregate total of up to eight (8) days for any or all representatives of the Association. The Association and its officers recognize and agree that this privilege should not be abused.

5.06 Unpaid Sabbatical Leave

- 5.061 All teachers who have served continuously in the South Range Local Schools for a period of at least five (5) years and who hold a professional or permanent certificate or professional license, may be granted unpaid sabbatical leave for professional improvement for one full school year.
- 5.062 Requests for sabbatical leave of absence shall be made before April 1 prior to the beginning of such requested leave. The applicant must be notified by the Board of the disposition of the request within thirty (30) days of its receipt.
- 5.063 No more than two teachers may be granted sabbatical leave during any school year.
- 5.064 Length of service in the South Range Local School System shall be a factor in approval of all applications. It is intended that study and other proposals for professional improvement will include areas dealing with the teacher's area of professional competency.
- 5.065 A teacher returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the South Range Local School System.
- 5.066 A teacher who is granted sabbatical leave upon his/her return shall retain all rights of tenure, retirement, and insurance, as though teaching during the period of leave.
- 5.067 A teacher on sabbatical leave who wishes to return to teaching in the next school year shall notify the Superintendent in writing not later than March 1.
- 5.068 At the expiration of the leave, the teacher shall be reinstated to his/her former assignment unless the position is not available, in which case the Superintendent shall make a new assignment.
- 5.069 Sabbatical leave for professional improvement will not be granted a second time to the same teacher when other teachers in sufficient numbers to fill the quota for the

period have filed a request for, and are waiting for, such leave.

5.07 Parental Leave of Absence

5.071 Pregnancy

A pregnant teacher, with some restrictions, has two basic types of leaves available to her for pregnancy-related conditions: unpaid Maternity Leave and paid Sick Leave. Under certain limitations, she may choose to use unpaid Maternity Leave alone, or to use paid Sick Leave alone, or to use both types of leaves in combination. The pregnant teacher herself shall determine the beginning date for such leave(s).

5.0711 Maternity Leave - Unpaid Leave

A pregnant teacher shall be granted, upon request, unpaid leave not to exceed one (1) school year in addition to the remaining part of the school year in which she begins her leave.

5.0712 Sick Leave for Pregnancy - Paid Leave

A pregnant teacher shall be granted, upon request, all or some of her accumulated sick leave for pregnancy.

5.0713 Notification:

A pregnant teacher is expected to give notification to the Superintendent at least thirty (30) days in advance of the date she anticipates she will begin her leave. This notification shall specify the following: the exact date she anticipates she will begin her leave; her plan for using Maternity Leave and/or Sick Leave including the beginning and ending dates for such leaves; and the name of her physician.

If such notification to the Superintendent has already occurred and unforeseen circumstances warrant that the pregnant teacher begin her leave earlier than she anticipated, she shall contact the Superintendent as soon as possible

to arrange for the necessary change in the beginning date of her leave.

If such thirty (30) day advance notification has not occurred and unforeseen circumstances warrant that the pregnant teacher begin her leave before a thirty (30) day advance notification is possible, she shall contact the Superintendent as soon as possible to arrange for a waiver of the thirty (30) day notice.

5.072 Child Care

For the purpose of child care, a teacher shall, upon request, be granted an unpaid leave of absence for the semester or quarter in which his spouse is to deliver a child and/or for the succeeding semester. The teacher is expected to give notification to the Superintendent at least thirty (30) days in advance of the date he anticipates he will begin his leave.

5.073 Adoption

Upon request, a teacher adopting a child who is not enrolled in school shall be granted an unpaid leave of absence not to exceed one school year in addition to the remaining part of the school year in which the child is received. The teacher is expected to give notification to the Superintendent at least thirty (30) days in advance of the earliest anticipated date for receipt of the adopted child.

5.074 General Conditions for Parental Leave

A teacher who takes leave under this section and returns to work prior to the close of the same school year shall be returned to his/her original position.

Notification shall be satisfied by the teacher writing a letter to the Superintendent although the teacher may also request a private conference with the Superintendent.

A request for the extension of parental leave to the succeeding school year shall be made by the teacher, if at all possible, no later than the first of June of the school year preceding the proposed extension.

5.08 Professional Leave

- 5.081 The Superintendent may authorize or assign absences of teachers for professional purposes with full pay. The teacher shall make application to the Superintendent for the authorization of such absence at least ten (10) days in advance of the Professional Leave. The Superintendent may authorize a Professional Leave at any time at his discretion.
- 5.082 The absence from school of a teacher who was officially authorized to attend a professional meeting in accordance with the provisions of this policy will be charged with Professional Leave in lieu of Personal Leave. This leave is only activated when and if the teacher is authorized to be absent for purposes of attending professional meetings.
- 5.083 Attendance at such meetings or conferences may be of a specific or general educational program and need not be in the same specific category of the teacher's normal assignment field.
- 5.084 Where such leave is granted under the provisions of this section to teachers other than counselors, a substitute will be provided whenever possible.
- 5.085 The Superintendent may assign teachers to take Professional Leave within the substantial confines of the school day or the Superintendent may with the concurrence of the teacher assign him/her to Professional Leave outside the confines of the school day and even overnight.

5.09 Medical Leave

A written application for an unpaid leave of absence, or an extension of an unpaid leave of absence for medical reasons must be accompanied by a statement from the attending physician. Said statement must indicate the nature of the illness and definitely recommend that the teacher be relieved of duties.

5.10 Assault Leave

- 5.101 The Board shall grant a paid assault leave not to exceed ten (10) workdays per assault, renewable for up to another

twenty (20) days at the request of the attending physician per assault, in lieu of paid sick leave, for teachers who are disabled due to a physical disability resulting from an assault which occurs in the course of Board employment or which occurs while carrying out an approved school-related assignment. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Worker's Compensation awarded for temporary disability due to the said assault injury for the period for which such salary is paid. In order to be eligible for a leave, the teacher shall be required to submit a physician's verification that a disabling condition exists due to the assault. The teacher shall provide to the Board a statement that indicates the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault, and the names of witnesses if known.

5.102 A teacher who is assaulted and takes time off to visit a doctor or hospital shall have that time charged to assault leave.

5.103 Psychological trauma in cases of rape shall suffice for purposes of assault leave.

5.11 Inclement Weather

If an official announcement is made by the authorized school authority, via the news media that the entire school system is closed due to weather conditions or other emergencies, teachers will not be required to report for duty. When the start of school is delayed, the teacher report-for-duty time will be delayed for the exact amount of time that the school opening is delayed.

5.12 Military Service

5.121 Regular Duty

5.1211 A unit member who is a member of a reserve component of The Armed Forces of the United States and/or the State of Ohio shall be granted leave of absence from his/her respective duties without loss of pay for such time as he/she is in the military service or field training or active duty for periods not to exceed one hundred seventy six (176) hours in any one (1) calendar year.

Bargaining unit members called to active duty in the uniformed services for longer than a month in a calendar year are entitled to leave and pay as set forth in Ohio Revised Code Section 5923.05. The District and the employee shall continue to contribute to the State Teachers Retirement System (STRS) based on the amount of compensation actually paid to the employee during the military leave of absence, subject to any subsequent legislative enactment.

5.1212 A unit member shall be granted a leave without pay when he/she leaves the employment of the Board and within forty (40) days thereafter enters the Armed Forces of the United States. A unit member shall be reemployed following such leave if application is made in writing within ninety (90) days of discharge, other than a dishonorable discharge, from active duty. Reemployment shall be under the same type of contract as was formerly held and shall be at the beginning of the next semester, provided application is made not less than thirty (30) days prior to the beginning of the next semester. The Board of Education may suspend the contract of the teacher whose services become unnecessary by reason of the return of a teacher from service in the armed services or auxiliaries thereof in accordance with Article 6.06, Reduction in Force.

5.1213 Upon reinstatement, such teacher shall receive credit on the salary schedule for time spent in the military service in accordance with the State Statute; however, sick leave is not accumulated during period of military leave (O.R.C. 3319.14).

5.1214 A copy of the military order directing the teacher into service shall be attached to the request for absence on such forms as may be prescribed by the Board.

5.13 Jury/Court Duty

5.131 Any teacher who is required to be absent from duty to perform jury service during his/her scheduled work period

will suffer no loss of pay for such duty, contingent upon appropriate verification to the Treasurer that such service was rendered by the teacher.

- 5.132 If a teacher is subpoenaed by the Board to serve as a witness in a court action, or if a teacher is subpoenaed as a witness in an action arising from his/her employment, he/she shall be given a leave of absence with pay for the time required for such appearance(s).

5.14 Family and Medical Leave Act of 1993 (FMLA)

A. Eligibility

1. An eligible teacher may take up to twelve (12) work weeks of unpaid leave ("FMLA Leave") during a twelve-month period. The twelve month period is defined as: "the 12-month period measured forward from the date the employee's first FMLA leave begins." The teacher is entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period. FMLA may be taken for one or more of the following circumstances:
 - a. the birth of a teacher's child and to care for the child up to age one;
 - b. the placement of a child with a teacher for adoption or foster care, up to a twelve (12) month period after the placement;
 - c. to care for the spouse, child, sibling, or parent of a teacher when that family member has a serious health condition;
 - d. the teacher's inability to perform the functions of the position because of the teacher's own serious health condition.
2. To be eligible for FMLA Leave, the teacher must:
 - a. have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
 - b. have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding FMLA Leave.

B. Calculation of Total Unpaid/Paid FMLA Leave

1. The Board shall require that paid sick leave taken under Article V of the Agreement shall be counted as FMLA leave if (1) the reasons for taking it qualify as FMLA reasons and (2) if the teacher had been notified by the Treasurer while on paid sick leave that this leave would be counted as FMLA leave.
2. Leave under FMLA would commence with official notification to the employee by the Treasurer on or after the sixth (6th) consecutive day of illness or other condition which permits use of the FMLA. The teacher has the responsibility to notify the Treasurer if the leave is not appropriate use of FMLA.

ARTICLE VI

RIGHTS AND RESPONSIBILITIES

6.01 Contracts

6.011 Employment by Contract

The Board shall enter into a written teaching contract for the employment and re-employment of all teachers.

An individual teaching contract or salary notice will be issued annually to each teacher.

6.012 Limited Teaching Contracts

A teacher shall, upon initial employment in this district, be granted a one-year limited teaching contract. If this teacher's contract is to be renewed, he/she shall be given a second one-year contract. Upon reemployment, a teacher not eligible for tenure shall be granted a two-year limited teaching contract. Subsequent teaching contracts that are not continuing contracts shall be for two years.

As an exception to the two year contract sequence described above, a teacher who is eligible for consideration for a two year contract, who believes that he/she shall become eligible for consideration for a

continuing contract during the next school year, may request that he/she be considered for a one year contract. Such a request must be made in writing to the superintendent by November 15th and can be made only one time during his/her teaching career. If the Board grants a teaching contract to a teacher who has made such a request, it shall be for one year.

6.013 Continuing Teaching Contracts

6.0131 To be eligible for continuing contract status, a teacher who has not previously attained continuing contract status in another school district must meet the following requirements:

- A. Has taught three of the last five years in this district.
- B. Holds a professional or permanent certificate or a professional educator license having successfully completed, at a minimum, the coursework specified in ORC 3319.08 (B) (2) (a) or (b) in the teaching field in which he/she has been employed in this district.
- C. Has notified the Superintendent in writing by November 15 of his/her anticipated eligibility to be considered for continuing contract status during that school year.
- D. Has filed with the Superintendent by March 1 of the year in which he/she otherwise meets the requirements for consideration for continuing contract status, all teaching certificates or licenses upon which he/she intends that the Board should rely in considering his/her eligibility for continuing contract status.

6.0132 To be eligible for continuing contract status, a teacher who has previously attained continuing contract status in another school district must meet the following requirements:

- A. Has served two years in this district.

- B. Holds a professional or permanent certificate or a professional educator license having successfully completed, at a minimum, the coursework specified in ORC 3319.08 (B) (2) (a) or (b) in the teaching field in which he/she has been employed in this district.
- C. Has notified the Superintendent by November 15 of his/her anticipated eligibility to be considered for continuing contract status during that school year.
- D. Has filed with the Superintendent by March 1 of the year in which he/she otherwise meets the requirements for consideration for continuing contract status, all teaching certificates upon which he/she intends that the Board should rely in considering his/her eligibility for continuing contract status.

6.0133 A teacher initially eligible for continuing contract status shall, if reemployed, either: (a) be granted a continuing contract, or (b) be granted a probationary limited contract for a term not to exceed one year, provided that the Superintendent prior to April 30 provides to such teacher written recommendations directed toward such teacher's professional improvement. Only one such probationary contract shall be granted to any teacher and at the end of the term of such probationary contract, such teacher shall, if reemployed, be granted a continuing contract.

6.02 Supplemental Contracts

- 6.021 Notwithstanding Section 3319.11 of the Ohio Revised Code, Supplemental Contracts shall expire on the date stated therein unless the Board, upon recommendation of the Superintendent, takes action to offer to said member a renewal of such Supplemental Contract.
- 6.022 A teacher offered a Supplemental Contract pursuant to this provision shall execute and return such Contract to the District Treasurer at such time as may be indicated in said

Contract; failure to execute and timely return the Contract as required herein shall constitute a rejection of such offer of employment. After execution and receipt of such Contract by the District Treasurer, no teacher may resign from such Contract unless released by the Board.

6.023 Supplemental Contract salary shall be paid as per the schedule in Section 7.101 of this Contract and according to the pay options described therein. Extended time duties shall be Supplemental Contracts.

6.024 No teacher is required to take a Supplemental Contract.

6.025 Supplemental positions shall be posted in April. All unfilled, newly vacant, or newly created positions shall subsequently be posted in the following month. Any positions not filled after the second posting will be publicly posted. After the second posting, the South Range Board of Education is not obligated to fill the position with a teacher employed by the South Range Board of Education. Postings will continue monthly until the position is filled.

Nothing will prevent the Board from posting Head Coaching positions for High School Fall sports after the end of the season but prior to April.

6.03 Mentor Teacher Program

Each teacher hired new to the system, who is new to education, will have a mentor teacher appointed for him/her by the Superintendent. The mentor teacher will be a teacher of no less than three years experience. The teacher appointed will have to agree to serve as a mentor teacher. The mentor teacher will work with the entry year teacher, the staff of the county office, and other appropriate officials in assisting the entry year teacher in his/her initial year of employment. The mentor teacher will serve as a resource person for the entry year teacher. The mentor teacher will have no role, formal or informal, in the evaluation of the entry year teacher. The entry year teacher individually has the responsibility for his/her teaching performance and his/her performance on the Praxis Assessment (or any other assessment chosen by the State of Ohio). Neither the school district nor the mentor teacher bear responsibility for the entry year teacher's success. The mentor teacher will be given reasonable released time and compensation according to the Supplemental Salary Schedule (7.111) for his or her services.

6.031 A teacher who is appointed to be a mentor shall have successfully completed a mentor training program which includes Pathwise training (or another training program recommended by the Ohio Department of Education) or shall participate in such a training program with the entry year teacher. Mentor training will be provided by the Mahoning County Educational Service Center or another agency selected by the Board. Costs for such training shall not be borne by the mentor or entry year teacher.

6.04 Evaluation

Teachers shall be evaluated using the procedures, forms, and documents found in Appendices J through M. It is the intention of the parties that the provisions of this Article shall supersede all provisions of Revised Code Section 3319.111.

6.041 If in the first evaluation a teacher is given a rating of "U"-- Unsuccessful, in any category, the second evaluation shall be at least thirty regularly scheduled school days later.

6.05 Contract Non-Renewal Procedure

Except as otherwise provided herein, the non-renewal of teachers' limited contracts shall be in keeping with provisions of State Statute (O.R.C. 3319.11) and related statutory law.

The following procedures shall apply:

6.051 When the Superintendent has decided to make a recommendation of non-renewal to the Board of Education, he/she or his/her designee shall notify the teacher at least six (6) calendar days prior to the meeting in which the Board will act on the Superintendent's recommendation. Such notice will be given only if the teacher is present and working at his/her position during this time period. An attempt should be made to notify any teacher absent from his/her duties.

6.052 The teacher may request and shall be granted a meeting with the Superintendent, at which he/she may be accompanied by an association representative.

6.053 Teachers notified that a recommendation of non-renewal is forthcoming have the right to resign prior to any formal action by the Board.

6.054 Notwithstanding State Statute (O.R.C. 3319.11), any teacher whose regular limited teaching contract is not to be renewed shall be notified in writing on or before April 30. For the purpose of this subsection, posting written notice in the U. S. Mail, postage prepaid, by registered or certified mail to such teacher's last address as shown on the Board's records shall constitute legal notice to such teacher.

6.055 Nonrenewal of Contract in First Full Year of Employment

This subsection shall supersede O.R.C. 3319.11. The process for non-renewal of limited contract teachers in the first full year of employment with the District shall be accomplished by written notification to the teacher on or before April 30, of the Board's intention not to renew the teacher's limited contract. For purposes of this subsection, posting written notice in the U.S. mail, postage prepaid, by registered or certified mail to such teacher's last address as shown on the Board's records, shall constitute legal notice to such teacher.

The teacher shall be entitled to a meeting with the Board of Education or its designee regarding the decision not to re-employ.

No further appeal shall be available to teachers non-renewed under this section.

6.06 Reduction in Force

6.061 Staff Reduction

The following procedures will govern the reduction of teachers made necessary through decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, discontinuance of an SBH unit or other low incidence special education unit, suspension of schools or territorial changes affecting the District, necessary changes in curriculum, and necessary changes in use of instructional personnel. Such procedures may be subject to revision in order to insure compliance with State and

Federal laws relating to employment decisions. The procedures contained herein for such reduction in teachers shall not pertain to any teacher non-renewed for performance reasons. Except as otherwise provided herein, it is the intention of the parties that the provisions of this Article shall supersede all provisions of Revised Code Section 3319.17.

6.062 Reduction Other Than Through Attrition

In accordance with State Statute (O.R.C. 3319.17), the following procedures shall apply. Reduction shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:

6.0621 All teachers will be placed on a seniority list for each teaching field for which they are properly certificated. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Full-time teachers serving under limited contracts will be placed on the list under those with continuing contracts, also in descending order of seniority. Part-time teachers serving under limited contracts will be listed under full-time teachers serving under limited contracts, in descending order of seniority. Part-time service shall be credited on the seniority lists according to the fraction of full time that the teacher served each year. The Seniority List will be posted in each principal's office by September 30 of each school year. Teachers are obligated to review the list as posted and to call to the attention of the Superintendent any alleged errors in the posted list. Any alleged errors not brought to the attention of the Superintendent by October 30 are thereafter deemed waived for that year.

6.0622 Seniority will be defined as the length of continuous service as a part-time or full-time teacher under regular contract in this school district. Seniority is measured from the date of the Board meeting at which the teacher was hired. Continuous employment shall include all time on sick leave, all time on Board approved

leaves of absence, and all time on a disability retirement to a maximum of five years. The seniority of an employee who has returned to employment following resignation or other termination of employment will be measured from the date of return to duty. If two or more teachers have the same length of continuous service, seniority will be determined by: (1) The date of the Board meeting at which the teacher was hired; (2) the date the teacher signed his/her initial employment contract in the District; (3) any remaining ties will be broken by lot.

6.0623 Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification or licensure who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification or licensure. Any such election must be made at the time the teacher is notified he/she will be affected.

6.0624 If a reduction in force does occur, the Superintendent shall notify the Association at least thirty (30) days prior to the effective date of the suspension of said contracts.

6.063 Recall

The names of teachers whose limited contracts are suspended in a reduction in force will be placed on a recall list for 24 months from the effective date of the reduction. If a teacher whose limited or continuing contract has been suspended accepts full-time teaching employment in another public school district he/she shall be immediately removed from the recall list and forfeit all recall rights. Teachers on the recall list will have the following rights:

6.0631 No new teacher will be employed by the Board while there are teachers on the recall list who are certificated or licensed for the vacancy.

- 6.0632 Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated or licensed.
- 6.0633 If a vacancy occurs, the Superintendent or his/her designee will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to those provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the Superintendent within fourteen (14) calendar days. Any teacher who fails to respond within fourteen (14) calendar days shall forfeit all rights to that position. A teacher who declines to accept the position will forfeit all recall rights.
- 6.0634 A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff. To return to active employment when school is in session, a recalled teacher will have up to two (2) weeks to return to duty.
- 6.0635 An employee reinstated to a position in an area of certification or licensure in which the employee has no previous teaching experience shall be evaluated in accordance with the provisions of Section 6.04 of this Agreement. If at the conclusion of ninety (90) school days after reinstatement the employee receives an unsatisfactory evaluation, the employee shall be returned to the reduction in force list and shall be accorded the full entitlements of any employee initially placed on layoff status.

6.07 Vacancies, Transfers, Assignments

6.071 Filling of Vacancies

- A. Whenever a vacancy occurs which the Board 1) shall fill or 2) which the Board determines to fill or 3) a new

position is created, the Board shall do the following in the order listed.

- B. First: A teacher whose contract has been suspended by way of "Reduction In Force" who holds a proper certificate or licensure shall be called back to work in accordance with the recall provisions of the RIF procedure.
- C. Second: The Board shall post all vacancies 1) which it shall fill or 2) which it determines to fill, and 3) new positions at least two weeks prior to being filled. Such posting shall be in a conspicuous location in each building and a copy shall be given to each building representative at the same time. During the summer months the Board shall, additionally, send a copy to each teacher on the date of posting. Each teacher submitting a written application within two weeks after the posting and meeting the required job certification or licensure for a posted vacancy shall be granted an interview. Notice shall be given to each applicant that he/she has or has not been appointed to the position.
- D. Teachers who wish to voluntarily transfer, and who have made proper application, shall be given priority consideration for the position. This shall not require the Board to fill the vacancy with such applicants.
- E. Positions the Board shall fill are those created through the non-renewal or termination of a teacher. Such a position may be different from the one held by the teacher non-renewed or terminated. The Board may or may not determine to fill positions created through teacher resignation, retirement, death or other attrition.

6.072 Transfers

6.0721 Voluntary Transfers

A teacher who wishes to transfer to a new building, or wishes to be assigned to a new or different teaching position shall make a written request to the Superintendent. Such request shall be kept on file in the Superintendent's

office for twelve months unless removed at any time by the teacher.

6.0722 Involuntary Transfer

Transfers will be on a voluntary basis normally. However, when the Superintendent chooses to make such transfers on an involuntary basis, the wishes of the individual teacher will be considered to the extent that these considerations do not conflict with the instructional requirements, needs, or best interests of the District, building(s), or pupils. If the teacher so elects, involuntary transfers will only be made after a conference between the teacher, principal, and/or Superintendent. Request for such conference must be made by written request to the principal within 72 hours following receipt of notification of the transfer. This section refers to transfers from one building or subject to another.

6.073 Assignments

Assignment to courses or grade levels within the same building or general subject area are not transfers.

6.074 General Provisions

- 6.0741 The power of assignment or transfer of teacher(s) and the filling of vacancies shall, except as restricted by this contract, be vested solely in the Superintendent.
- 6.0742 Transfer of teachers, assignment of teachers and filling of vacancies, shall not violate State Department of Education certification or licensure standards.
- 6.0743 Positions can be temporarily filled for the remainder of a school year without posting, if the vacancy occurs later than three weeks prior to beginning of the school year.

6.075 Notification of Assignment

- A. The teacher's professional assignment shall contain the teacher's subject assignments on the secondary level, and the building and grade level on the elementary and middle school level. Such notification shall be made no later than July 31, or the teacher's assignments shall remain as in the preceding year.
- B. When circumstances cause the administration to make a change in a teacher's building/subject/grade assignment(s) after August 1st, the Principal shall notify the teacher as soon as possible.

6.08 Filing and Maintenance of Certificates, Licenses and Documents

- 6.081 Teachers shall be responsible for filing with the District Treasurer or his/her designee all certificates and/or licenses issued to the teacher by the Ohio Department of Education at such time as may be required by the terms of this Agreement. No right or privilege shall be asserted by the teacher by reason of any certificate or license not filed as provided herein.
- 6.082 Teachers shall also file all transcripts, payroll related forms and other documents, including but not necessarily limited to those listed in the Appendix (Form E) of this Contract, required for pay, payroll, benefits, or employment purposes with the District Treasurer in a timely manner. No right or privilege shall be asserted by a teacher on which any or all of these rely until they have been filed. The teacher shall be given a dated receipt by the District Treasurer or his/her designee for documents received.
- 6.083 As a condition of employment and reemployment, all teachers shall retain all teacher licenses and teacher's certificates to the extent permitted by ORC 3319.222 or replace such teacher's certificates with educator licenses to the extent required by ORC 3319.22, held on file at the time of initial employment by the Board of Education and all such certificates or licenses received during his/her employment. Refusal to apply for the renewal of such certificates or licenses, or the replacement of such teacher's certificates with educator licenses, if such certificates cannot be renewed under ORC 3319.222 and the rules of the State Board of Education after being so

directed by the Superintendent shall be grounds for termination at the end of the school year. It shall be the responsibility of each teacher to apply and qualify for the renewal of any certificate or license and to file such certificate or license with the District Treasurer.

- 6.084 Upon submission of documentation to the district treasurer, each teacher shall be reimbursed \$40.00 for one successful certificate/license renewal, conversion from 8-year to license and/or BCII/FBI background check.

6.09 Personnel Files

- 6.091 All personnel records will be maintained in accordance with the Ohio Revised Code.
- 6.092 Personnel records of the teaching staff shall be filed in the Superintendent's office, and among other appropriate documents shall include the following: application for employment, including references; a copy of the latest contract, properly signed; a copy of the latest salary notice; an Ohio teaching certificate(s) or license(s); official records of the degree granted, original or certified copy; record of military service, if any; and record of tuberculosis test or x-ray, if appropriate.
- 6.093 Financial records are to be kept in the District Treasurer's Office and Building Level Service Records are to be kept in the Building Principal's Office.
- 6.094 Each teacher shall have the right upon reasonable request to review his/her personnel files, with the exception of confidential references which were used in conjunction with and prior to his/her employment. A representative of the Association may, at the teacher's request, accompany the teacher in such a review. No teacher shall be required to have an Association member present.
- 6.095 Teachers shall have the opportunity to reply to critical material by a written statement to be attached to the file copy.
- 6.096 Teachers shall be informed of any complaint by a parent, student, or administrator which is directed toward the teacher and which will become a matter of record. A teacher so informed shall be given the opportunity to meet

with the superintendent before written material is placed in his/her file. Anonymous letters or materials shall not be placed in a teacher's file nor shall they be made a matter of record.

6.097 Each teacher shall acknowledge that he/she has read the material by affixing his/her signature and the date to the copy. Should a teacher refuse to sign, the material shall go into the file without signature. The affixed signature shall not indicate agreement with the content of the materials, but indicates only that the material has been inspected by the teacher.

6.098 No teacher's confidential personnel files shall be opened to the public or any part of the contents thereof be revealed, conveyed, or in any manner be transmitted, directly or indirectly, to the public by the Board or the Administration, or their agents, unless mandatory under law. Any teacher whose files are to be examined by anyone other than the Board, the Administration, or their secretaries in the normal conduct of their work, or officers of government-regulating agencies who have access by virtue of their position, shall have the right to advanced notice and to be present at such examination.

6.099 A teacher shall be entitled to a single copy of any material in his or her own files.

6.10 Tutors

6.101 Regularly employed, hourly paid tutors are also included in the bargaining unit, with the express understanding that tutors are paid on an hourly basis as needed and not in accordance with the salary schedule included in this collective bargaining agreement. Tutors shall not replace classroom teachers.

6.102 The hourly rate for tutors shall be \$17.50 for the 2011-2012 and 2012-2013 contract years

6.103 Tutors shall be entitled to sick leave in accordance with provisions outlined in this Agreement (Article 5.02).

6.104 Tutors shall be entitled to two (2) personal days per school year.

- 6.105 Tutors are not eligible for insurance fringe benefits specified in this Agreement, but may participate in the insurance program if they pay all premium costs for such participation, in advance, on a monthly basis.
- 6.106 Tutors are eligible for one-year employment contracts only, which shall expire on the dates stated therein unless the Board, upon recommendation of the Superintendent, takes action to offer to said member a renewal of the contract. They are not eligible for multiple-year contracts or continuing contracts.
- 6.107 Tutors are only entitled to the specific rights delineated in this Article or specifically designated elsewhere in this contract.
- 6.108 Tutors are entitled to use the grievance procedure contained in this contract for enforcement of said rights.
- 6.109 Tutors may not bump into the classification of classroom teachers, and classroom teachers may not bump into the classification of tutors.
- 6.1010 Tutors shall be mailed notification of vacancies at the same time as other Members of the Bargaining Unit during the weeks school is not in session.

6.11 Long-Term Substitutes

- 6.111 Long term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days.
- 6.112 Long term substitutes are eligible for one year employment contracts only. Said contracts shall automatically expire at the end of the school year or upon return to duty of the teacher he/she was hired to replace, whichever comes first. No further action of the Board or notice to the substitute teacher shall be required. Long term substitutes are not eligible for multi-year contracts or continuing contracts. If a temporary assignment should extend over parts of two school years, the long term substitute shall not have to fulfill the sixty day period more than once.
- 6.113 A long term substitute shall be granted a year of service credit only if employed by the South Range Board for a

minimum of one hundred twenty (120) days at least four and one-half (4 1/2) hours per day in any one school year.

- 6.114 Beginning with the sixty-first (61st) day of employment in the same assignment, a long term substitute shall be placed on the 0 step of the BA salary column if he/she has less than one year teaching experience. If he/she has prior teaching experience of one year or more, he/she shall be placed on the 1st step of the BA salary column. The long term substitute shall then receive Article VII insurance benefits.

If a long term substitute teacher who has been awarded insurance benefits is hired by the Board as a regular teacher for the subsequent school year, the Board shall continue to pay benefits for the months of July and August between the two contracted years.

- 6.115 Long term substitutes shall be evaluated in the same manner as regular teachers, except that the time lines may be adjusted. Article VI - Sections 6.05 (Contract Non-Renewal Procedure) and 6.06 (Reduction in Force) shall not apply to long term substitutes. The provisions of ORC 3319.11 and 3319.111 shall not apply to long term substitutes.

- 6.116 If the position filled by the long term substitute becomes vacant, it will be posted for the following school year. The long term substitute shall receive all notices of postings during his/her time of service and shall have the opportunity to apply.

- 6.117 Long term substitute teachers who are hired by the board for the next school year under a regular teaching contract or a long term substitute contract shall be credited with sick days for the July and August which fell between the teaching contracts.

6.12 Waivers for Pilot Programs

- 6.121 The SREA Executive Committee and the Board shall receive for consideration applications from bargaining unit members in pilot programs requesting a waiver of one or more contract provisions in order to accomplish a goal for that pilot. The waiver must be signed by all members requesting such waivers. Waiver requests, in order to be

implemented, must be approved by both the SREA Executive Committee and the Board. If approved, the waiver would continue for the duration of the pilot project, but not beyond the end of the school year for which the request was made. Waivers for subsequent years would be approved in the same manner. If an application is not approved, all parties shall work to find another solution.

- 6.122 When pilot projects are implemented, it is understood that all teachers, from time to time, may be required to assist in educational activities not covered by their certification or licensure. However, certification and licensure rules shall not be waived in order to assign teachers involuntarily to a classroom assignment outside their areas of certificate or license.

6.13 South Range Local Professional Development Committee

The President of the Association shall appoint three (3) teachers and the Superintendent shall appoint two (2) administrators to form the Local Professional Development Committee (LPDC). Teacher members shall receive the tutor hourly rate for hours spent at formal LPDC meetings to a maximum of twelve (12) hours per year, unless the Superintendent at his/her discretion approves more hours due to special circumstances. Upon the request of the President of the Association, and mutual agreement between the President of the Association and the Superintendent, released time may be approved for formal LPDC meetings in lieu of monetary compensation.

ARTICLE VII

SALARY AND BENEFITS

7.01 Salaries

- 7.011 All salaries to be frozen at the 2010-2011 index, module and longevity rates. New employees shall be placed on the salary schedule as if they had been placed on the South Range Local School District's salary schedule for the 2010/2011 school year.

7.012 In the event of any mandated State or Federal Wage and/or Price Control, any portion of this Agreement which cannot be implemented during the duration of the controls will be implemented at the time such controls are lifted.

7.013 Under no circumstances shall salaries be reduced by any of these provisions.

7.02 Salary Schedules –
South Range Local
Schools

2011-2012
2012-2013

<u>Year</u>	<u>Index</u>	<u>Bachelors</u>	<u>Year</u>	<u>Index</u>	<u>Masters</u>
0	1.00	\$32,997.00	0	1.11	\$36,626.67
1	1.045	34,481.87	1	1.16	38,276.52
2	1.09	35,966.73	2	1.21	39,926.37
3	1.135	37,451.60	3	1.26	41,576.22
4	1.18	38,936.46	4	1.31	43,226.07
5	1.23	40,586.31	5	1.36	44,875.92
6	1.28	42,236.16	6	1.41	46,525.77
7	1.33	43,886.01	7	1.465	48,340.61
8	1.38	45,535.86	8	1.52	50,155.44
9	1.43	47,185.71	9	1.575	51,970.28
10	1.48	48,835.56	10	1.63	53,785.11
11	1.53	50,485.41	11	1.685	55,599.95
12	1.58	52,135.26	12	1.74	57,414.78
			13	1.80	59,394.60
			20	1.85	61,044.45
			25	1.90	62,694.30

7.03 Modules

Only modules credited as of December 31, 2010 shall be counted for the 2011-2013 agreement. Earning of Master's Degree shall be recognized during this agreement on the salary schedule as calculated in the 2010-2011 agreement.

- 7.031 Teachers who accumulate sufficient university credit to qualify for the next level on the salary index shall notify the Board of same by September 15, in order to qualify for the additional increment. An official transcript should be sent as soon as possible to the District Treasurer to verify the qualification.
- 7.032 For each module of two (2) semester hours or three (3) quarter hours, the index value is .0075 on base salary rounded to the nearest dollar amount. This applies to hours beyond a B.A. degree. The maximum number shall be thirty (30) semester hours or forty-five (45) quarter hours. For each module beyond the M.A. degree, the index value is .012 on base salary. The maximum number shall be the same as the B.A. degree, thirty (30) semester hours or forty-five (45) quarter hours. All of the above credit for remuneration for additional hours shall be given only for courses taken to further the individual's advancement in the profession of education. Any courses prescribed for courses leading to certification or licensure by the State Department of Education shall be automatically approved. Any courses outside the educational certification or licensure areas must have written prior approval of the Superintendent.
- 7.033 A teacher who already has fifteen (15) modules beyond the bachelors Degree or the Masters Degree will be reimbursed the cost of tuition, textbooks, and fees for course work required to renew a certificate or license which that teacher already holds. Such course work and expenses shall be reimbursed at the rate charged by the closest state university offering the course. The course work and expenses must be approved by the

Superintendent in advance of the teacher's enrollment in the course.

7.034 A teacher may use a workshop or unified workshop sequence in place of university credit for modules under the following circumstances:

- the superintendent, at his/her discretion, gives prior written approval
- 30 participation hours equals one semester hour
- the workshop is directly tied to both the school district's continuous improvement plan and the teacher's professional assignment
- the workshop is sponsored by one or more of the preferred providers
- the workshops are not held during the teacher's regular work day,
or
- the workshop is sponsored, designed and provided directly by the South Range Local Board of Education and is approved by the superintendent, at his/her discretion, in writing, for such credit.

The transcript for such module credit shall be the South Range Local School District Workshop for Module Credit Approval Form signed by the superintendent and bearing the district seal.

The Board shall not bear any of the teacher costs associated with attendance at workshops which are approved for module credit.

[Explanatory note: Individual workshops on diverse topics by diverse providers or the equivalent do not accumulate toward module credit but may be submitted to the LPDC for professional development (licensure/certification) consideration.]

7.035 When a teacher has earned in excess of 14.75 modules, but not 15 modules, the treasurer/CFO shall round up the modules to 15 for the purpose of module pay.

7.04 Longevity

All years worked beyond the twelfth (12th) step in the B.A. will result in a payment equal to 1/2% (.005) of the current base salary per year for every year beyond the maximum number of years in the column. All years worked beyond the thirteenth (13th) step in the M.A. will result in a payment equal to 1% (.01) of the current base salary per year for every year beyond the maximum number of years in that column.

7.05 Mileage

- 7.051 Bargaining unit members assigned to more than one building during the course of one school day, for regular teaching duties, shall be paid mileage at the I.R.S. rate per mile for travel between buildings.
- 7.052 Bargaining unit members shall receive prior written approval from the appropriate administrator for any other required employment related travel before being eligible for mileage reimbursement.
- 7.053 Forms for recording such mileage shall be given upon request to each bargaining unit member involved in travel by his/her principal. Each bargaining unit member shall be notified of the availability of forms. Payment for mileage expense shall be paid each month.

7.06 Payday

- 7.061 All regular salaries shall be paid on a twelve-month basis, in twenty-six payments of approximately equal amounts.
- 7.062 Teachers shall receive their paychecks every other Friday. Whenever a payday and a holiday fall on the same Friday, the checks will be dated for and be available on the Thursday before the Friday holiday.
- 7.063 Payments shall be made on alternate Fridays unless a vacation occurs, in which case the check will be either mailed so as to be received by the proper Friday or payment will be made before the start of vacation.

7.064 The District Treasurer shall implement a direct deposit program for those teachers who elect to take a direct deposit. All teachers hired with an effective date after 7/1/97 shall be paid by direct deposit. Direct deposits will be paid and available on the same dates as paychecks.

7.07 Salary Schedule Changes

Should the salary schedule change during the calendar year, teachers' salaries will be recomputed to cover the change:

7.08 Per Diem Rate

The per diem rate shall be determined by dividing the regular teaching salary by one hundred eighty-four (184) days. Such regular teaching salary shall be defined as appropriate salary as per index, modules, and longevity.

7.09 Deductions

Deductions include the following: teacher retirement; United Way - optional; Credit Union - optional; Savings Bonds - optional; Tax-free sheltered annuities - optional; professional dues/fees = 10 equal deductions per year; EPAC; STRS Service Credit Purchases; and Federal, State and Local Income Taxes.

7.10 Prepayment of Salaries

Contracts calling for payment of salaries over a twelve-month period will not be altered by the Board of Education in order for an employee to receive his/her summer salary payments in advance. The Board may, however, waive this regulation at its discretion, if in its opinion, an emergency exists.

7.11 Supplemental Salary

Supplemental salary pay shall be paid over the entire year (stretched) for supplemental contracts granted before the first day of the school year or incorporated with the regular pays (stretched) remaining in the school year for those granted at a later date in the school year or by a single

check at the conclusion of the teacher's supplemental duties. The teacher may choose whichever option he/she prefers. If a teacher chooses either "stretch" option and later resigns the supplemental contract or otherwise fails or is unable to complete the work of the supplemental contract, except for reasons of illness which require absence from his/her teaching assignment as well as the supplemental assignment, he/she shall owe to the Board a refund of payment received for work not completed in a proportionate amount. He/she shall sign an authorization for the District Treasurer to adjust his/her salary if such a resignation or non-fulfillment of contract should happen. This authorization is to be signed prior to the start of stretching the supplemental salary.

7.111 Supplemental positions will be paid on the percentages of the base salary. All bargaining unit members holding a contract in the same specific supplemental contract area for five (5) consecutive years or more shall receive a 1% increase on the percentage of the supplemental wage. Any bargaining unit member holding a contract in the same specific supplemental position for an additional 5 consecutive years, shall receive an additional 1% increase not to exceed 2 5-year incremental increases. The teacher shall submit a longevity pay request form upon awarding of the contract.

7.112 Supplemental Contract Assignment Percentages
(Computed on base salary)

Athletic Director	H.S.	21%	Middle School Assistant	7%
Plus \$525 cell phone stipend				
	M.S.	10%	Volleyball	
			Varsity Coach	12%
Ticket Manager	H.S.	7%	Asst. Coach	7%
	M.S.	7%	Middle School Coach	8%
			Middle School Coach	8%
Football			Basketball	
Varsity Coach		20%	Boys Varsity Coach	20%
Assistant Coach		13%	Boys Assistant Coach	13%
Assistant Coach		13%	Freshman Coach	13%
Assistant Coach		13%	Girls Varsity Coach	20%
Freshman Coach		13%	Girls Assistant Coach	13%
Freshman Coach		13%	Freshman Girls Coach	13%
Middle School Coach		9%	8 th Grade Boys	9%
Middle School Assistant		7%		

8 th Grade Girls	9%	Asst. HS Band Director	8%
7 th Grade Boys	9%	Asst. HS Band Director	8%
7 th Grade Girls	9%	Middle School Vocal	3%
		Middle School Band	5%
Track		Musical Director	4.5%
Boys Varsity Coach	15%	Yearbook Advisor	8%
Boys Assistant Coach	10%	MS Yearbook Advisor	4%
Girls Varsity	15%	Newspaper Advisor	8%
Girls Assistant Coach	10%	Class Advisor	
Middle School Boys	8%	Senior	9%
Middle School Girls	8%	Junior	9%
Middle School Assistant	7%	Sophomore	4%
Director of Development	15%	Freshman	2%
Baseball		Cross Country – Varsity	12%
Varsity Coach	12%	Asst. Varsity	7%
Asst. Coach	7%	M.S. Coach	6%
Asst. Coach	7%		
Softball			
Varsity Coach	12%		
Asst. Coach	7%		
Asst. Coach	7%		
Weightlifting	6%		
Wrestling			
High School	10%		
H.S. Assistant	7%		
Middle School	6%		
High School Golf	10%		
Soccer			
Varsity Boys Coach	12%		
Varsity Girls Coach	12%		
Cheerleaders			
High School	11%		
Asst. High School	5%		
Middle School	7%		
Drama Coach	9%		
Asst. H.S. Drama	4.5%		
M.S. Drama	4%		
Music			
High School Band	9%		
High School Vocal	9%		

Student Council		
High School	8%	
Middle School	4%	
Fine Arts Center Coordinator	7%	
Facility Coordinator	7%	
National Honor Society	5%	
Future Teachers of America		
Advisor	4%	
Majorettes/Flagline		
High School	6%	
Key Club Advisor	4%	
Chaperones		
Full Dance	\$20.00	
After Games	\$15.00	
Camp Fitch	\$100.00	
Speech	8%	
Web Page Manager	5%	
M.S. Club (undesignated)	3%	
Not to exceed 12% total		
Academic Challenge	4%	
Saturday Morning		
Detention	\$10.00 p/hour	
Power of the Pen	\$50.00	
English Festival	\$50.00	
History Day	\$50.00	
Elementary Christmas		
Program Director	\$50.00	
Event/Principal Replacement Dean	\$25.00 per hour	
	\$35.00 per day/principal replacement	
Elementary Supervision/Orientation	\$20 per event per teacher	
Lead Mentor – Shall receive 2% of the base salary plus an additional 1% of the base salary for each teacher mentored by another teacher. He/she shall be eligible to mentor a teacher directly him/her self as well.		
Mentor Teacher	2% per teacher	

Extended contracts (to be paid at per diem rate):

High School Guidance	Twelve (12) days
Middle School Guidance	Twelve (12) days
Elementary School Guidance	Ten (10) days
District Librarian	Ten (10) days
High School Career Connections	Fifteen (15) days
High School Family & Consumer Science	Ten (10) days
High School Band	Twenty (20) days
Special Ed. Teachers	Three (3) days + Two (2) days released time
Curriculum Coordinator	Fifteen (15) days
Title I	Two released time days
Released Time Dean	15 days extended time

7.12 Insurances: General Provisions

The Board shall self-insure and/or purchase the insurance coverage which meets or exceeds the specifications set forth below for each employee, so choosing, now or hereinafter employed, and his/her eligible dependents. The Board shall abide by the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 99-272, Title XXII "Public Health Services Amendments."

The Board may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services shall not be less than provided on the effective date of this Contract. The Association shall be notified thirty (30) days in advance of any proposed change in carriers.

[Explanatory note: The Board purchases liability insurance for teaching and other employees or otherwise indemnifies teachers as required in ORC 3313.203.]

7.13 Term Life Insurance

The Board shall provide one hundred percent (100%) of the premium cost for group term life insurance in the amount of fifty thousand dollars (\$50,000) which includes an equal amount (\$50,000) of accidental death and dismemberment coverage for each teacher now or hereinafter employed.

7.14 Basic Hospitalization/Major Medical Coverage

7.141 The Board shall provide the premium cost for Basic Hospitalization/Major Medical Coverage – PPO except that each bargaining unit member who elects to take hospitalization/major medical coverage shall pay, by payroll deduction, over twenty-four (24) pays (excludes the first 2 (two) pays in September), part of the premium for that coverage according to the following schedule:

<u>Contract Year</u>	<u>Family Coverage</u>	<u>Single Coverage</u>
2011-2012	10%	10%
2012-2013	10%	10%

*For the 2012-2013 school year, employees will contribute 10% of the health care premium. In the event that Senate Bill 5 becomes law prior to or during the 2012-2013 school year, employees will contribute the minimum contribution as required by Senate Bill 5 not to exceed a 15% contribution for the 2012-2013 school year.

Bargaining unit members who begin coverage during the contract year due to a qualifying event shall pay an amount proportionate to the number of months they are covered.

7.142 Effective September 1, 2009, spouses of employees covered by South Range Schools have been required to join the insurance program for at least single coverage at their place of employment or retirement system/medicare if it is available at a monthly cost of \$300.00 or less.

Claims for spouses of South Range employees will not be processed by the Mahoning County Consortium third party administrator until a Coordination Of Benefits (COB) form is on file in the South Range Treasurer's office. South Range School employees shall be responsible for submitting an updated COB form immediately when a change occurs in their spouse's insurance eligibility or existing coverage.

Enrollment of spouses at their place of employment assigns the spouses employer's insurance carrier as primary coverage, but shall not prohibit South Range employees from using South Range coverage as secondary coverage for their spouse if the employee so desires.

7.143 Section 125 Plan

Insurance Opt-Out Program

Full-time employees of the South Range Local Board of Education who are spouses of each other who have no dependents shall each receive single health insurance coverage. Each shall remain eligible for "the opt-out" provision listed in 7.143D of the Agreement at the rate of .5 per spouse.

- A. Bargaining unit members who will be eligible for the opt-out program will be:
 - 1. Members who are enrolled in the family coverage hospitalization insurance program as of September 1 and continue to be eligible for medical insurance.
 - 2. All new employees who are eligible for the insurance program and are employed by October 1, provided he/she opts out within ten (10) work days following employment.
 - 3. New employees after October 1 of any year are eligible for a pro-rata amount of the opt out, provided he/she opts out within ten (10) work days following employment.
- B. Each member must notify the Board Treasurer in writing of his/her intent to opt out of the insurance program by September 15th of the year for which the employee intends to opt out. A decision to opt out of hospitalization insurance coverage will continue in force from

year to year unless the bargaining unit member revokes the opt-out in writing.

- C. Each member opting out of the program must remain out of the program for the entire period of time from September 1 to August 31 of the following year and must be actively employed through the last day of the school year to be eligible for payment.
- D. Persons who are eligible for this program and who are enrolled in the family coverage, or new employees eligible for family coverage, opting out shall be paid \$1600 annually.
- E. The cash sum payment shall be paid at the end of each school year on or before June 30.
- F. Any bargaining unit member who elected to opt-out of the hospitalization insurance program and who involuntarily loses part or all of other insurance coverage, or where there has been a significant change in the health coverage of the employee or spouse attributable to the spouse's employment, will be permitted to re-enroll in the hospitalization insurance program. Members may also re-enroll if there is a change in family status, including marriage or divorce of the employee, the death of the employee's spouse or a dependent, or the birth or adoption of a child of the employee. Notice of intent to enroll will be provided to the Treasurer as soon as possible after the involuntary loss of coverage or change in family status and will become effective subject to the provisions of the contract with the carrier. A bargaining unit member returning to the insurance program will not be eligible to receive the one time cash payment, or any portion thereof.
- G. In the event an opted-out employee leaves the system and returns in the same school year, the employee may not then elect insurance coverage for the remainder of the school year or vice-versa.

7.15 Dental Coverage

Each teacher choosing the dental insurance benefit shall pay ten percent (10%) of the premium cost. The Board shall pay ninety percent (90%) effective September 1, 2000. A copy of the schedule of benefits is located in the Appendix, Form G.

7.16 Major Medical Prescription Program (MMRX)/Prescription Drug Coverage

An MMRX Discount Program or its equivalent or better will be provided to all eligible teachers.

7.17 Severance Pay

The Board agrees to give each teacher who retires a cash sum upon retirement equal to one-fourth (1/4) the number of days accumulated sick leave at a per diem rate at the time of retirement. The maximum benefit paid under this provision shall be one-fourth (1/4) of two hundred and forty days (240), which is sixty (60) days.

7.171 To be eligible for any payment for unused sick leave severance coverage, the teacher must retire from the State Retirement System of Ohio.

7.172 The teacher must have taught or have been employed for no less than ten (10) years in the South Range School District.

7.173 The teacher must give advance notice to the Board no later than January 1 of the year they are planning to retire. The Board may waive this requirement at its discretion if, in its opinion, an emergency or extenuating circumstances exist.

7.174 Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher at the time of retirement.

7.175 Severance pay benefits for an eligible teacher who dies while on active pay status or on a leave of absence shall be paid to the member's life insurance beneficiary.

7.176 Payment of severance shall be made as follows: one half (1/2) of the total amount of severance shall be paid in the calendar year (tax year) in which the employee retires and one half (1/2) of the total amount of severance pay shall be paid by March 31st of the year following the year in which the employee retires unless the severance amount is less than \$10,000.00. Severance amounts of \$9,999.00 or less shall be paid in full in the calendar year (tax year) in which the employee retires.

7.18 Worker's Compensation

Teachers and school employees are covered by the Worker's Compensation Law which provides compensation for workers and their dependents for death, work related injuries or occupational diseases occasioned in the course of such worker's employment.

Any work related injury or occupational disease shall be reported to the building principal and an incident report shall be completed within twenty-four (24) hours after the teacher becomes aware of the injury or condition, unless the teacher is hospitalized or otherwise unable to so report.

7.19 Board Pickup of Member Contributions to STRS

In accordance with Internal Revenue Service (IRS) Rulings 77-462, 81-35 and 81-36, the Association and the Board agree to a pick up of member contributions to State Teachers Retirement System of Ohio (STRS), provided the dollar amount to be "picked up" by the Board shall be in compliance with all federal and state laws and IRS Rules and Regulations affecting this matter and shall be at no cost to the Board. Procedure for pickup shall be as directed by STRS and IRS.

7.20 Tuition

Children of full-time certificated/licensed teachers who work for the South Range Local Board of Education may attend South Range Local Schools tuition free.

ARTICLE VIII

WORKING CONDITIONS

- 8.01 Each classroom will be equipped with a teacher's desk and chair, chalkboard/dry erase board, filing cabinet, and bulletin board.
- 8.02 The Board will provide teachers with necessary textbooks, materials and classroom supplies.
- 8.03 Teacher In-service Days
- 8.031 Teachers will be consulted in planning inservice programs. One inservice day prior to the beginning of the school year shall be reserved for district-wide and building level meetings. One inservice day prior to the beginning of the school year shall be designated as a teacher work day.
- 8.032 The teacher work day shall occur after the tenth (10th) of August, three weeks prior to opening day at the teacher's discretion, with notification to the building principal. The day must be one seven (7) hour, fifteen (15) minute workday. The room must be cleaned by custodians before using the workday.
- 8.033 An inservice day may be scheduled in lieu of the NEOEA Day inservice day obligation, if approved in advance by the Board and Administration. This day may be scheduled prior to school opening or during the school year.
- 8.04 Teachers are encouraged to discuss discipline concerns with their building administrators to facilitate a safe, secure working environment.
- 8.05 Substitutes
- 8.051 Employment of Substitutes
- The building principal in each building shall be responsible for taking all reasonable steps to secure qualified substitutes for absent bargaining unit members.

8.052 Assignment of Bargaining Unit Members

If the building principal is unable to secure a qualified substitute for an absent bargaining unit member, then the building principal may assign a non-absent bargaining unit member during his/her planning/conference period to assume the instructional responsibilities of the absent bargaining unit member provided such assignment is on a rotating basis of the bargaining unit members available during each instructional period.

8.053 Forms

Each principal shall make available to each bargaining unit member a standard claim form for compensation.

8.054 Compensation

Bargaining unit members shall be compensated at the rate of fifteen (15) dollars per instructional period or the equivalent thereof.

- 8.06 Teachers are encouraged to discuss concerns regarding textbooks, materials, supplies, and other factors affecting their working conditions and environment with their building administrators.

Teachers and building administrators are encouraged when appropriate to develop site-based decisions to meet problems and conditions unique to that building.

- 8.07 Every effort will be made to obtain substitute teachers qualified in the field of study in which they are substituting in grades K-12.

- 8.08 Each teacher shall be afforded a minimum of one forty (40) minute preparation period per day within the school day.

Teachers shall obtain permission from the Building Principal when leaving the building during their conference period.

8.081 Classroom teachers in Grades K-5 will not have playground duty. Use of this time will be at the discretion of the building principal.

8.09 All teachers shall have access to a computer in their classroom or in a workroom.

8.10 School Year

The school calendar shall be established at one hundred eighty-four (184) days. Any extension of the school year is a mandatory subject of bargaining as per 4117.08 ORC.

Teachers shall be required to attend two parent conference days, each consisting of the following hours:

High School and Middle School Teachers: 2:45 to 8:45 p.m.*

Elementary School Teachers: 3:45 to 9:45 p.m.*

*A one-half hour dinner break shall be scheduled during conference hours.

There will be no school for students and teachers the day following evening parent conferences.

A good faith effort shall be made by the Board of Education to schedule Fall Conferences on the Tuesday evening before Thanksgiving with no school for students and teachers on the Wednesday before Thanksgiving.

A good faith effort shall be made by the Board of Education to schedule Winter Conferences on the Thursday before Presidents' Day with no school for students and teachers on the Friday before Presidents' Day.

The Association shall be afforded a reasonable opportunity to comment on the regular school calendar before the calendar is finalized and approved by the Board.

8.11 School Day

Under normal conditions, and exclusive of teacher's meetings the school work day for teachers shall not exceed seven (7) hours and fifteen (15) minutes inclusive of the thirty (30) minute duty free, uninterrupted lunch as scheduled by the Board and the Administration. Teachers shall notify the office when they plan to leave the building during their lunch period.

Staff meetings outside of the school day, including grade level meetings, shall not exceed nine per school year and shall be scheduled contiguous to the school day.

8.12 Communication Committee

A communication committee will be established. The committee will be comprised of no more than four (4) teachers selected by the Association, and four (4) representatives of the Administration. Each party will appoint representatives in a manner to facilitate at least partial continuity of membership on the committee.

The Superintendent or his/her designee will be chairperson of the committee, which shall meet at least four (4) times per year (twice per semester). This person shall be appointed the chairperson by the end of the second week in September and the committee must meet by the end of the first week in October. At least five (5) school days prior to a committee meeting a tentative agenda will be established to promote more informed discussions. The purpose of this committee is to facilitate discussion of matters of concern of the teachers and the administration and to promote positive working relationships. Meetings are not intended to be complaint sessions.

Meetings shall not deal with the implementation or administration of the negotiated agreement unless the majority of the committee agrees to do so.

The Communication Committee, its meetings, discussions that take place, and resolutions reached shall in no way be construed as collective bargaining negotiations.

8.13 Smoke Free Environment

The buildings, facilities, and grounds of the South Range Local School District shall be designated as smoke free areas. There shall be no smoking permitted by bargaining unit members on school property.

New employees will be informed of this provision in the contract.

8.14 Safety Committee

The Superintendent shall appoint one (1) teacher from each building to a Safety Committee which shall meet once per semester. Any teacher who believes there is a safety hazard shall report it to the committee before taking any other action.

ARTICLE IX

EFFECTS OF THE AGREEMENT

9.01 This Master Contract represents the full understanding and commitment between the parties and replaces all previous agreements, both written and/or implied. This Contract may be added to, deleted from or otherwise changed only by an amendment properly signed by the Board and the Association. Neither party shall have a duty to negotiate with respect to any matter during the period of this Contract, except as required by Ohio Revised Code 4117.

9.02 If there is a conflict between the express terms of this Contract and the Board's policy or practice regarding teachers, then the terms of the Contract shall prevail.

9.03 No Reprisals

The Board and the Administration agree that there will be no reprisals of any kind taken against the teachers for action taken relative to negotiations, and/or membership representation, and/or holding office in the Association, and/or for the filing of a grievance.

9.04 No Strike/No Lockout Clause

During the duration of this Agreement neither the Association, its agents, and/or teachers shall engage in, assist in, sanction or approve any strike, slowdown, withholding of services, or any other concerted effort which interferes with, impedes, or impairs the normal operation of the South Range Schools. The Board shall not engage in any form of lockout during the duration of this Contract.

9.05 Severability

If any provision of this Contract or any application of this Contract to any individual teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

9.06 Distribution

Within thirty (30) days after this Contract is signed, an agreed number of copies of this Contract shall be reproduced as agreed to by the Board and the Association. The Board shall distribute copies to the Board members and Administrators. The Association shall distribute one (1) copy to each teacher at the beginning of the school year. Excess copies shall be the property of the Association. The cost of the printing shall be shared equally by the Board and the Association.

9.07 Duration of Contract

This Contract shall be effective at 12:01 A.M. on September 1, 2011, and shall continue in full force and effect until midnight August 31, 2013.

In witness whereof, the parties have caused this Contract to be executed on the day and year first mentioned above.

AGREEMENT

This Contract between the parties is attested to by the representatives whose signatures appear below.

South Range Education Association

South Range Board of Education

By: James Stagle
President

By: Rob P. Vime
President

By: Brenda Petat
Bargaining Team Member

By: Debra DeChellis
Bargaining Team Member

By: Robert McCall
Bargaining Team Member

By: John Hume
Bargaining Team Member

By: Laurenne Brook
Bargaining Team Member

By: Martin Weaver
Bargaining Team Member

By: Carole A. Hoff
Bargaining Team Member

By: Mark W. H.
Bargaining Team Member

By: D. A. O.
Bargaining Team Member

By: _____
Bargaining Team Member

By: Scottley
Bargaining Team Member

By: James Dunham
Bargaining Team Member

By: Cliff Nelson Jr.
Bargaining Team Member

By: James R. Phillips
Bargaining Team Member

GRIEVANCE REPORT FORM
SOUTH RANGE LOCAL SCHOOLS

Grievance # _____

FORM A

A. Date Cause of Alleged Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature Date

C. Disposition by Principal or Immediate Superior _____

Signature Date

GRIEVANCE REPORT FORM
SOUTH RANGE LOCAL SCHOOLS

Grievance # _____

FORM B

A. Position of Grievant and/or Association _____

Signature Date

B. Date Received by Superintendent _____

C. Disposition by Superintendent _____

Signature Date

GRIEVANCE REPORT FORM
SOUTH RANGE LOCAL SCHOOLS

Grievance # _____

FORM C

A. Position of Association _____

Signature Date

B. Date Submitted to Arbitration _____

C. Disposition and Award of Arbitrator _____

Signature Date

ABSENCE REPORT

SOUTH RANGE LOCAL SCHOOL DISTRICT 20__ 20__

Substitute will please sign the top half of this report at the end of working day(s) and leave it in the office.

Employee will sign the bottom half of this report and give it to his/her building principal. Please do this as soon as possible.

SUBSTITUTE REPORT

Name of Substitute _____

Address _____
Street and Number City State Zip Code

Regular Teacher _____ Grade or Dept. _____

Total Number of Days Worked _____ Date(s) _____
Month Day(s)

Certificate/License Number _____

STRS _____ STRS Waiver _____

Substitute's Signature _____

EMPLOYEE'S REPORT

Name _____ Date(s) of Absence _____

Number of Days Charged to Sick Leave _____

Number of Days Charged to Personal _____ Deduct _____

Professional Day(s) _____ Vacation _____

Reason for Absence _____

Employee's Signature _____

Approved - Building Principal

Approved - Superintendent

LIST OF SOME FORMS USED

- ★ W-4 or W-4A Federal Withholding (initial and/or changes)
- ★ Ohio Withholding (initial and/or changes)
- ★ City Income Tax (initial and/or changes)
- ★ Address Changes
- ★ STRS forms
- ★ Hospitalization Membership Cards
- ★ Hospitalization Membership changes
- ★ Major Medical Forms
- ★ Life Insurance Membership Cards
- ★ Life Insurance Beneficiary changes
- ★ Medicare Claim Forms
- ★ Election for Medicare Coverage (for both spouse and employee at age 65)
- ★ Worker's Compensation Forms
- ★ ASECU Credit Union Deduction Forms
- ★ Annuity Agreements
- ★ Personal Insurance Agreements
- ★ Dental Insurance Agreements
- ★ Extra Curricular Pay Forms
- ★ Extended Pay Forms
- ★ Severance Pay Forms
- ★ Extra Study Increments Form
- ★ Certification of Accumulated Sick Leave (on written request)
- ★ All Leave Forms
- ★ All Application Forms

★ Can be obtained through the District Treasurer's Office, although some may be available elsewhere. (Example: W-4 and W-4A are also available from an Internal Revenue Service Office.)

For Annuity Agreements and Personal (Example: Cancer) Insurance Agreements, often the company sends the District Treasurer a form, or the teacher has to provide the form. In any case there are no standard forms available for these and like matters.



M.C.S.E.I.C.
Proposed PPO/SuperMed Plus
Effective 07-01-08
Option - Low Deductible Plan



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	19 Dependent / 25 Student Removal upon End of Month	
Pre-Existing Condition Waiting Period	Initial Group Waived, All Others 6-9	
Blood Pint Deductible	No Deductible - 0 Pints	
Lifetime Maximum	\$2,500,000	
Benefit Period Deductible - Single/Family ¹	\$150/\$300	\$300/\$600
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single/Family	\$250/\$500	\$750/\$1,500
Out of Pocket Maximums if using Network & Participating Providers	\$400/\$800	\$1,050/\$2,100
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$10 copay, then 100%	70% after deductible
Urgent Care Office Visit ²	\$10 copay, then 100%	70% after deductible
Voluntary Second Surgical Opinion	90% after deductible	70% after deductible
All Immunizations & Injections	90% after deductible	70% after deductible
Preventative Services		
Routine Physical Exams (Ages nine and over) ²	\$10 copay, then 100%	70% after deductible
Well Child Care Services including Exam and Immunizations (To age nine) ²	\$10 copay, then 100%	70% after deductible
Well Child Care Laboratory Tests (To age nine)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Test	100%	70% after deductible
Routine tests ordered by physician	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Dialysis Treatments	90% after deductible	70% after deductible
Physical Therapy - Facility and Professional (30 visits per benefit period)	90% after deductible	70% after deductible
Occupational Therapy - (30 visits per benefit period) - Facility and Professional	90% after deductible	70% after deductible
Chiropractic Therapy - Professional Only (36 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy - Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Radiation & Chemotherapy - includes Oral	90% after deductible	70% after deductible
Respiratory/Pulmonary Therapy	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency & Non-Emergency use of an Emergency Room ³	\$50 copay, then 90% after deductible	

Appendix Form F

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity Services	90% after deductible	70% after deductible
Skilled Nursing Facility (120 days per benefit period)	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance Services - includes air if medically necessary	90% after deductible	
Durable Medical Equipment/Medical Supplies	90% after deductible	70% after deductible
Home Healthcare (90 visits per benefit period)	90% after deductible	70% after deductible
Gastric Bypass Services & Follow-up - \$30,000 Lifetime Maximum	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Human Organ Transplant	90% after deductible	70% after deductible
Initial Newborn Exam	90% after deductible	70% after deductible
Private Duty Nursing (\$5,000 maximum per benefit period)	90% after deductible	70% after deductible
Sterilization - No Reversals	90% after deductible	70% after deductible
TMJ - \$500 Lifetime Maximum	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health Services (30 days per benefit period)	90% after deductible	70% after deductible
Inpatient Substance Abuse Services (86 days per Lifetime Maximum for Detoxification & Rehabilitation)	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services (45 visits per benefit period) ⁴	90% after deductible	70% after deductible

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

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

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

Benefits will be determined based on Medical Mutual'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 Medical Mutual 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, Medical Mutual'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.

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

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

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible.

⁴Not applied to Coinsurance Out-of-Pocket.



M.C.S. E. I.C.
Prescription Drug Program Proposal
Effective July 01, 2008
Option - Low Deductible Option

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
Retail Program with Oral Contraceptive Coverage		
Generic Copayment	\$5	30
Brand Name Copayment	\$10	30
Home Delivery Program with Oral Contraceptive Coverage		
Generic Copayment	\$10	90
Brand Name Copayment	\$20	90

Mandatory Mail Order starting with the 3rd fill and **Mandatory Generic** under both Retail & Mail Order Drugs. When a member chooses to fill a prescription a third time at a retail pharmacy it will be denied and the member will be liable for the full cost of the prescription drug.

Generic Incentive: If the member or physician requests a brand-name drug and a generic equivalent exists, the member pays the brand copayment PLUS the difference between the cost of the generic drug and the brand-name drug.

Over the counter diabetics supplies are covered when purchased with insulin. (Excluding the meters/monitors).

Exclude:

Inertly Drugs

Included:

Weight Loss Drugs

Growth Hormones Drugs covered up to age 19

Note: Benefits will be determined based on Medical Mutual'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 Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

03/17/2006

SCHEDULE OF BENEFITS/DENTAL

Dental Expense Coverage

Calendar Year Deductible \$25.00 per Person
 \$75.00 per Family

Benefit Percentage

Diagnostic, Preventative 100%; no deductible
 Basic Restorative 80%
 Oral Surgery 80%
 Major Restorative Prosthodontics 50%
 Orthodontics 60%; no deductible

Annual Maximum \$750.00 Per Person

Other Maximums

Orthodontics \$1,000.00 Per Person
 (Lifetime)

Eligible Dependents Covered to Age 26, if totally dependent

Effective Date of Coverage Date of hire provided
 written application is within
 ten (10) working days
 following employment

DENTAL SERVICES

Diagnostic and Preventative

Oral Exams and Cleaning
 Fluoride Treatment
 Emergency Pain Treatment
 Space Maintainers
 Diagnostic X-Rays

Oral Surgery

Impacted Teeth/Extractions
 General Anesthesia
 (medically necessary)
 Oral Surgical Procedures

Basic Restorative

Fillings – Amalgam, Silicate, Acrylic
 Root Canal Therapy, Endodontia
 Treatment of Gum Disease
 Repair of Bridgework and Dentures
 Extractions

Orthodontia

Full-Banded Orthodontia
 Treatment
 Appliance for Tooth Guidance
 Retention Appliances – Not in
 connection with full-banded treatment

Major Restorative

Inlays, Onlays, Gold Fillings, Crowns
 Initial Installation of Fixed Bridgework
 Installation of Partial or Full Dentures
 Replacement of Existing Bridgework or Dentures

All covered charges are subject to usual, customary and reasonable fees.

**SOUTH RANGE SCHOOLS
REQUEST FOR PERSONAL LEAVE
(CERTIFICATED STAFF)**

PERSONAL LEAVE

All full-time teachers shall be allowed four days of absence during each school year without loss of pay. Three of those days shall be unrestricted, one shall be restricted.

Personal leave is not to be accumulative.

Personal leave shall be regulated by the rules listed in the Agreement between the South Range Education Association and the South Range Local Board of Education.

If final approval is necessary, then such approval is to be determined by the Superintendent.

For Unrestricted Days:

I hereby request _____ unrestricted days(s) _____
List calendar day(s) and date(s) to be absent

Date _____ Signature _____

For Restricted Day:

I hereby request ___ restricted day. _____
List calendar day and date to be absent

This restricted personal leave is not for recreation or for gainful employment.

Date _____ Signature _____

For Office Use:

Approved _____ Not Approved _____
Principal

Date _____
Superintendent

SOUTH RANGE SCHOOLS
REQUEST FOR PROFESSIONAL LEAVE

PRINT NAME _____

I hereby request _____ day(s) _____
List calendar day(s) and date(s) you will be absent

To Attend: _____

Location: _____

PROFESSIONAL LEAVE

The Superintendent may authorize or assign absences of teachers for professional purposes with full pay. The teacher shall make application to the Superintendent for the authorization of such absence at least ten (10) days in advance of the Professional Leave. The Superintendent may authorize a Professional Leave at any time at his discretion.

The absence from school of a teacher who was officially authorized to attend a professional meeting in accordance with the provisions of this policy will be charged with Professional Leave in lieu of Personal Leave. This leave is only activated when and if the teacher is authorized to be absent for purposes of attending professional meetings.

Attendance at such meetings or conferences may be of a specific or general educational program and need not be in the same specific category of the teacher's normal assignment field.

Where such leave is granted under the provisions of this section to teachers other than counselors, a substitute will be provided whenever possible.

The Superintendent may assign teachers to take Professional leave within the substantial confines of the school day or the Superintendent may with the concurrence of the teacher assign him/her to Professional Leave outside the confines of the school day and even over night.

Date Signature

FOR OFFICE USE:

Approved _____ Not Approved _____
Principal

Date Superintendent

SOUTH RANGE LOCAL SCHOOLS

POSITION DESCRIPTION

TITLE: Teacher

REPORTS TO: Building Principal

PLANNING AND ORGANIZING

- Makes short and long-range plans
- Correlates individual instructional objectives with school and district goals
- Adheres to principles of growth and development in planning
- Plans lessons using the sequence of skills in the adopted curriculum
- Has an ongoing program to diagnose and assess needs and progress of individual students
- Plans for individual differences
- Adjusts physical environment to accommodate variety in learning situations
- Cooperates with others in planning lessons
- Manages time efficiently
- Organizes well
- Keeps accurate records
- Is attentive to and responds to conditions that affect the health and safety of students
- Organizes work so that substitute teachers can function with minimal difficulty
- Keeps area of responsibility (e.g. classroom) neat, orderly, and organized

MOTIVATING LEARNERS

- Motivates by positive feedback, praise, and rewards
- Is responsive to the needs, aptitudes, talents, and learning styles of students
- Develops learning activities that are challenging to students
- Provides opportunities for student expression in music, drama, and other artistic forms in classes where that is appropriate
- Stimulates students to participate in class discussions and activities
- Endeavors to generate sense of enthusiasm among students

RELATIONSHIPS WITH STUDENTS

- Uses available pertinent information about students and maintains the confidentiality of it
- Shows concern for students as individuals
- Promotes an open educationally appropriate atmosphere
- Helps students develop positive self-concepts
- Encourages students to define realistic goals for themselves
- Is sensitive to the career needs of students where appropriate
- Shows concern for students who have personal problems or handicaps
- Encourages students to strive for high achievement
- Enables students to make worthwhile contributions in class
- Utilizes the resources of pupil-personnel-staff services
- Makes self available for conferences with students
- Guides students in the observance of democratic principles
- Promotes and exhibits positive behavior patterns for students
- Manages behavior problems on an individual basis
- Has good rapport with students
- Is consistent and fair in dealing with students
- Shows warmth and understanding in dealing with students
- Shares concerns regarding students with colleagues and parents
- Supervises pupils during assigned duty periods

UTILIZING RESOURCES

- Is aware of the uses and variety of available resources
- Uses physical school environment (both building and grounds) to support learning activities
- Adapts available resources to individual needs of students
- Uses the services of specialists available in the selection and utilization of resources
- Keeps accurate inventory of textbooks, equipment, and other special material assigned to him/her
- Utilizes technological resources that are available

INSTRUCTIONAL TECHNIQUES

- Encourages students to think
- Uses a variety of teaching techniques
- Uses a variety of instructional materials
- Varies opportunity for creative expression in classes where appropriate
- Conducts stimulating class discussions on appropriate subjects
- Encourages the development of individual interests and creative activities
- Uses appropriate evaluative techniques to measure student progress
- Enables students to share in carrying out classroom activities

Communicates with students individually and/or in groups
Shows flexibility in carrying out teaching activities
Creates an atmosphere of mutual respect between students and teacher
Enables students to learn how to work independently and in groups
Monitors the progress of students
Understands and effectively uses a hierarchy of questioning skills
Uses technological resources that are available

PROFESSIONAL GROWTH AND RESPONSIBILITY

Participates in the development and implementation of school policies and procedures
Maintains good professional rapport with colleagues
Keeps self sufficiently up to date in areas of specialization to teach the adopted curriculum
Takes advantage of inservice education opportunities
Participates in school and systemwide committees
Supervises the behavior of pupils when he/she is on school property or at school sponsored events
Shares ideas, materials, and methods with professional colleagues
Shares in the evaluation of the effectiveness of educational program
Consults with teachers, supervisors, administrators and other specialists available to the teacher to improve the teaching/learning process
Is on time for classes and assigned duties
Follows school rules, board policies and administrative directives
Interprets school programs to parents and to the community as opportunities occur
Maintains professional attitude and demeanor with respect to all school functions and activities

RELATIONSHIPS WITH PARENTS

Is amenable to parents who visit the classes of their children
Conducts constructive parent conferences
Interprets learning programs to parents
Stresses a positive approach in parent relations
Maintains confidentiality in relations with parents

TEACHER EVALUATION

Introduction: Evaluation is useful in school districts for at least four purposes. The first is that evaluation establishes a record of the good performance of quality teachers. Secondly, evaluation leads to a dialogue between the teacher and the evaluator about instruction, instructional techniques and materials and many other facets of work in schools. This dialogue increases mutual respect and rapport and leads to the improvement and fine tuning of services to clients. Thirdly, it provides the vehicle through which any shortcomings in performance can be quickly identified and remediated or useful modifications in services can be identified and implemented. Lastly evaluation is required by the Ohio Revised Code for the purpose stated therein.

General Provisions

1. All continuing contract teachers shall be evaluated at least once every third year.
2. All limited contract teachers shall be formally evaluated at least twice during the final year of their contracts.
3. Each of the evaluations shall in part consist of at least two observations (see Teacher Observation Form) lasting 30 minutes or more in duration.
4. Classroom observations shall be only one part of what is used to determine whether or not a teacher is satisfactorily meeting the criteria of expected job performance.
5. The evaluation of the teacher shall be the building principal and/or an assigned person who holds a certificate or license named in division (E), (F), (J), or (L) of Section 3319.22 of the Ohio Revised Code or any person who shall become permitted to evaluate by revisions in the O.R.C.
6. The individual who has responsibility for the formal evaluation of the teacher must complete two observations of at least 30 minutes in duration for each evaluation, i.e., one evaluator cannot do one observation and another evaluator do another observation to make up a formal evaluation. Both observations must be done by the same evaluator for each evaluation.
7. All teacher employees who are evaluated pursuant to this policy are to have the individual responsibility of effectively implementing the Teacher Position Description (Criteria of Expected Job Performance).

8. In the last year of a limited contract, the first evaluation shall be prior to December first and the teacher being evaluated shall receive the written evaluation form not later than the tenth day of December. If in the first evaluation a teacher is given a rating of "U" - Unsuccessful, in any category, the second evaluation shall be at least thirty regularly scheduled school days later. Another evaluation shall be conducted and completed between the first day of January and the first day of April and the teacher being evaluated shall receive the written evaluation form not later than the tenth day of April.
9. Each formal evaluation in part shall consist of at least two observations of 30 minutes or more in duration. Observations may be announced or unannounced; preceded by a pre-observation conference or not, more than two observations may be used per evaluation. Both the teacher and the evaluator shall sign and date the Teacher Observation Form.
10. Evaluation methods and techniques other than classroom observations may be used to determine job performance.
11. Evaluation(s) may address one, some or all of the performance categories, and include some or all of the criteria under each category listed on the Teacher Position Description (Criteria of Expected Job Performance).
12. The teacher shall receive a written copy of the observation and evaluation forms. (Teacher Evaluation Form) Both the teacher and evaluator shall sign and date the observation and evaluation form. The teacher by affixing his/her signature to the observation/evaluation indicates only that he or she has received and read such form and that it does not necessarily indicate that he/she agrees with the evaluation, comments and ratings. The teacher has a right to attach a statement to the evaluation within five (5) days of receiving it. The rating system shall be: successful/unsuccessful.
13. Any rating of unsuccessful shall be unsatisfactory and shall require that the specific recommendations regarding improvement and the means by which the teacher may obtain assistance be written on the Teacher Evaluation Form.
14. Evaluators are encouraged to commend or recommend improvement and means of assistance for successful ratings as may be appropriate.

5. _____ What supplemental resources will you use or incorporate into your lesson plans?

6. _____ How do you plan to assess student achievement?

7. _____ How will you use the results of your assessment strategy?

8. _____ What will you do for students that are performing below the standards?

Administrator's Signature

Date

Teacher's Signature

Date

**SOUTH RANGE LOCAL SCHOOLS
TEACHER OBSERVATION FORM**

TEACHER'S NAME _____
EVALUATOR'S NAME _____
BUILDING NAME _____ GRADE LEVEL _____
SUBJECT _____ OTHER _____
DATE OF OBSERVATION _____
TIME IN _____ TIME OUT _____

Domain A – Organizing Content Knowledge for Student Learning

Domain B – Creating an Environment for Student Learning

Domain C – Teaching for Student Learning

Domain D – Teacher Professionalism

TEACHER'S SIGNATURE DATE

EVALUATOR'S SIGNATURE DATE

South Range Local Schools Teacher Evaluation

Name: _____ Pre-conference Form Yes ____ No ____
Building _____ Subject/Grade _____
Observer _____ Date(s) Observed _____

Performance Rating Scale: S = Successful U = Unsuccessful

Domain A Organizing Content Knowledge for Student Learning

- _____ Students' background and experiences considered prior to instruction
- _____ Appropriate learning goals clearly stated
- _____ Demonstrates understanding of content alignment to past, present, and future goals
- _____ Teaching Methods, materials and activities appropriate for students and goals
- _____ Assessment/Evaluation appropriate for students and learning goals

Comments/Commendations/Recommendations:

Domain B Creating an Environment for Student Learning

- _____ Classroom climate promotes fairness
- _____ Establishes rapport with the students
- _____ Disciplinary expectations established, communicated to students, and fairly enforced
- _____ Communicates challenging learning expectations to students
- _____ Provides a safe classroom conducive to effective learning
- _____ Demonstrates concern and understanding for students as people

Comments/Commendations/Recommendations:

Domain C Teaching for Student Learning

- _____ Establishes clear learning goals and procedures
- _____ Develops students' critical thinking skills and application of concepts
- _____ Monitors students understanding of content, provides feedback, and adjusts instruction
- _____ Encourages student participation
- _____ Effective teaching methods appropriate to content
- _____ Uses instructional time effectively

Comments/Commendations/Recommendations:

Domain D Teacher Professionalism

- _____ Shows evidence of reflection on instruction/adjusts future planning
- _____ Accepts job responsibilities
- _____ Communicates with parents/guardians about student learning
- _____ Professional colleague relationships, shared ideas, insights, coordinate learning activities
- _____ Contributes to the district by participation on committees and attends staff meetings at the building and district level

Comments/Commendations/Recommendations:

The teacher has a right to attach a statement to this evaluation.

Does a teacher statement accompany this evaluation? _____

Teacher's Signature Date

Evaluator's Signature

Date

The teacher signature indicates that he/she has received a copy of this evaluation. It does not necessarily indicate his/her agreement with it.

Evaluator's Title _____

Date given to the teacher _____

NON-CONTRACTUAL AGREEMENTS

Discipline matters will be discussed and worked out between the administration and the teachers on a site-based management program. Decisions will be included as revisions to the handbook.

Teachers shall have a private place to make phone calls.

Playground areas, parking lots, and sidewalk areas will be properly maintained on bad weather days when at all possible.