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STATE EMPLOYMENT
RELATIONS BOARD

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Master Agreement

between the

**RITTMAN EXEMPTED VILLAGE
BOARD OF EDUCATION
(Wayne County, Ohio)**

and the

RITTMAN EDUCATION ASSOCIATION

Effective

July 1, 2011 – June 30, 2014



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ARTICLE 1. PROFESSIONAL NEGOTIATIONS PROCEDURES AGREEMENT

It is the purpose of this document to establish the relationship between the Rittman Exempted Village Board of Education and the Rittman Education Association and to set forth orderly procedures for discussion of matters of concern and the consideration and resolution of matters mutually agreed upon.

ARTICLE 2. RECOGNITION

A. RECOGNITION OF THE ASSOCIATION

1. The Rittman Exempted Village Board of Education, hereinafter referred to as the "Board," recognizes the Rittman Education Association, hereinafter referred to as the "Association," affiliated with the Ohio Education Association and the National Education Association, as the exclusive representative of teachers, as defined below, presently employed, or to be employed, without regard to membership or participation in or association with the activities of any teachers organization.
2. A "teacher" shall be defined to include classroom teachers, tutors, librarians, guidance counselors, administrative assistants, computer coordinators, and other certificated/licensed personnel, excluding the Superintendent, principals and other personnel who by nature of assignment require an administrative/supervisory certificate and an administrative contract as defined by Ohio Revised Code (ORC) 3319.01, 3319.02, and 4117.01(F), except as otherwise certified by the State Employment Relations Board (SERB).
3. Tutors' rights and benefits under this Contract are limited as a result of being paid hourly. It has been the practice of the District to move persons employed in hourly positions to salaried positions whenever funds to pay the salaries become available. However, until funds are available, tutors shall continue as hourly employees.

B. MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

Both parties to this Agreement recognize that certificated/licensed personnel have the right to join or not to join any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment, reemployment, assignment or promotion in the Rittman Exempted Village School District. Such organizations may set criteria for membership, but may not exclude anyone from membership on the basis of marital status, race, sex, handicap, creed or national origin.

ARTICLE 3. NEGOTIATING PROCEDURE

A. DIRECTING REQUESTS

Requests for negotiations will be made pursuant to ORC 4117.

B. NEGOTIATING MEETINGS

Negotiations between the Board and the Association shall commence ninety (90) days prior to the expiration of this negotiated agreement or a date mutually agreed on by the Association and the Board. Meetings shall be scheduled with the least interruption of school schedules; however, Association members on the Negotiation Committee may be released from school duties to attend meetings. Any necessary substitutes will be employed at Board expense. Meetings shall be in executive sessions unless mutually agreed to by both parties. Any expenses incurred in securing suitable meeting sites will be shared equally by both parties, except the Board will pay all costs of meetings held in Board owned, rented or leased facilities. Any meeting site must be agreeable to both parties.

C. REPRESENTATION

The Board and the Superintendent or its designated representative(s) shall meet with designated representative(s) of the Association to negotiate in good faith. Neither the Board nor the Association shall have more than five (5) representatives at the table at any one time.

D. INFORMATION

1. The Board and the Superintendent agree to furnish the Association's Negotiation Committee, upon request and in reasonable time, with information readily available concerning the financial resources of the District.
2. The Association agrees to furnish information readily available on its financial proposals to the Board's Negotiation Team.

E. WHILE NEGOTIATIONS ARE IN PROGRESS

1. News Release

While negotiations are in progress, it is agreed that neither party to this agreement will resort to the use of public media in any effort to affect the outcome of the negotiations. Any release or communication to the public relative to the negotiations must be mutually agreed upon in terms of content prior to its release. While negotiations are in progress, it is recognized that both parties will be free to make periodic progress reports to the Board and the Association respectively. The above item is intended to prevent detrimental publicity which could undermine the good faith principle inherent in this Document.

2. Recesses

The chairman of either group may recess his/her group for independent caucus at any time. Caucuses shall be of a reasonable length. Thirty (30) minutes would be considered reasonable. Each side may ask for additional time if needed.

3. Protocol

No action to coerce, to censor, or to penalize any negotiation participant shall be made or implied by any other member.

4. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and signed by each party. Such signing shall not be construed as final agreement.

5. Schedule of Meetings

Until all negotiating meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

F. AGREEMENT

1. When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association and the Board. Following ratification by the Association, the Board, at its next regular or special meeting, shall act upon said agreement. The agreement, when ratified, shall then be signed by the parties and shall become part of the official Board records. When necessary, the provisions shall be reflected in individual contractual terms. No provision of the resulting agreement shall discriminate against any bargaining unit member regardless of membership or non-membership in the Association. After being ratified and adopted, this agreement shall be binding on the Association and the Board.
2. The Board and the Association shall voluntarily waive the right to reopen negotiations during the life of the agreement, except at those times and on those items specifically provided for in the agreement.
3. The Contract will be printed within thirty (30) days after the Agreement has been signed. Sufficient quantities for the staff, the Administration, and the Board will be printed. The Board will assume fifty percent (50%) of the cost of this undertaking, with the Association assuming the remaining fifty percent (50%) of the costs. The Board agrees that costs for the printing of the contract will be determined in advance. Additional copies may be obtained at the expense of the ordering party.

G. DISAGREEMENT

1. Responsibilities

The parties to this agreement pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such procedures as are or may be provided.

2. Impasse

In the event the parties are unable to reach agreement thirty (30) days prior to the expiration of this contract, either party may request the assistance of a Federal Mediator from the Federal Mediation and Conciliation Services. This mediation procedure is intended to be the parties mutually agreed upon alternative dispute resolution procedure and shall only supersede the mediation/fact-finding procedure set forth in ORC 4117.14. The thirty (30) day time period may be modified by mutual agreement.

H. PROVISIONS CONTRARY TO LAW

If any provision(s) of this document or any application of the document to any certificated person or persons shall be found contrary to law, then such provisions(s) or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE 4. SALARY SCHEDULES AND LONGEVITY STEPS

A. SALARY INDEX

<u>YEARS</u>	<u>BACH</u>	<u>BA+20</u>	<u>MAST</u>	<u>MA+20</u>	<u>MA+30</u>
STEP 0	1.000	1.050	1.100	1.145	1.185
STEP 1	1.040	1.090	1.150	1.195	1.235
STEP 2	1.080	1.130	1.200	1.245	1.285
STEP 3	1.120	1.170	1.250	1.295	1.335
STEP 4	1.160	1.210	1.300	1.345	1.385
STEP 5	1.240	1.290	1.350	1.395	1.435
STEP 6	1.280	1.330	1.400	1.445	1.485
STEP 7	1.320	1.370	1.450	1.495	1.535
STEP 8	1.360	1.410	1.500	1.545	1.585
STEP 9	1.400	1.450	1.550	1.595	1.635
STEP 10	1.440	1.490	1.600	1.645	1.685
STEP 11	1.480	1.530	1.650	1.695	1.735
STEP 12	1.480	1.530	1.700	1.745	1.825
STEP 15	1.520	1.570	1.745	1.790	1.850
STEP 18	1.560	1.610	1.790	1.835	1.875
STEP 21	1.600	1.650	1.840	1.885	1.925
STEP 24	1.640	1.690	1.890	1.935	1.975
STEP 27	1.680	1.730	1.940	1.985	2.025

- NOTE: 1) Hours required for BA +20 and MA +20 must be earned following confirmation of the appropriate degree.
- 2) For purpose of this Section, thirty (30) semester hours equals forty-five (45) quarter hours and twenty (20) semester hours equals thirty (30) quarter hours.

B. RITTMAN SALARY SCHEDULE EFFECTIVE JULY 1, 2011 - JUNE 30, 2014

Effective July 1, 2012: Salary Schedule 0% increase with no Step movement. One year of service will be given for the school year for the purpose of seniority only. Supplemental contracts will be subject to the schedule and step freeze.

Effective July 1, 2013: Salary Schedule 0 % increase with step movement, if eligible. Employee will be granted one year of service and will increase one step, if eligible, on the salary scheduled.

Step	BA	BA + 20	MA	MA + 20	MA + 30
0	31,706	33,291	34,877	36,303	37,572
1	32,974	34,560	36,462	37,889	39,157
2	34,242	35,828	38,047	39,474	40,742
3	35,511	37,096	39,633	41,059	42,328
4	36,779	38,364	41,218	42,645	43,913
5	39,315	40,901	42,803	44,230	45,498
6	40,584	42,169	44,388	45,815	47,083
7	41,852	43,437	45,974	47,400	48,669
8	43,120	44,705	47,559	48,986	50,254
9	44,388	45,974	49,144	50,571	51,839
10	45,657	47,242	50,730	52,156	53,425
11	46,925	48,510	52,315	53,742	55,010
12	46,925	48,510	53,900	55,327	57,863
13	46,925	48,510	53,900	55,327	57,863
14	46,925	48,510	53,900	55,327	57,863
15	48,193	49,778	55,327	56,754	58,656
16	48,193	49,778	55,327	56,754	58,656
17	48,193	49,778	55,327	56,754	58,656
18	49,461	51,047	56,754	58,181	59,449
19	49,461	51,047	56,754	58,181	59,449
20	49,461	51,047	56,754	58,181	59,449
21	50,730	52,315	58,339	59,766	61,034
22	50,730	52,315	58,339	59,766	61,034
23	50,730	52,315	58,339	59,766	61,034
24	51,998	53,583	59,924	61,351	62,619
25	51,998	53,583	59,924	61,351	62,619
26	51,998	53,583	59,924	61,351	62,619
27	53,266	54,851	61,510	62,936	64,205
28	53,266	54,851	61,510	62,936	64,205
29	53,266	54,851	61,510	62,936	64,205
30	53,266	54,851	61,510	62,936	64,205

ARTICLE 5. INSURANCE

**HOSPITALIZATION/MAJOR MEDICAL INSURANCE EFFECTIVE
JULY 1, 2011 - JUNE 30, 2014**

****Effective August 1, 2009: Changes agreed upon by the COG and OEA shall become effective if approved by the COG Board of Directors.**

A. HOSPITALIZATION / MAJOR MEDICAL INSURANCE

1. a. The Board will offer to each full-time employee, a hospitalization/major medical insurance plan with both individual and family coverage as applicable. The Board shall pay eighty-eight percent (88%) in the 2008-2012 school years, for the single and family hospitalization/major medical insurance plan. Premium contributions by bargaining unit members will be paid through payroll deduction.
- b. Insurance plan premium increases shall be passed along to bargaining unit members on their effective dates. Bargaining unit members will receive information concerning insurance plan premium increases when it is made available to the Board by the insurance carrier.

B. DENTAL INSURANCE

1. For each full-time employee, the Board agrees to pay one hundred (100%) percent of the cost of a dental plan.
2. The Board will have final authority to determine the dental coverage carrier.

**C. DEFINITION OF FULL-TIME/PART-TIME EMPLOYEE FOR FRINGE
BENEFIT ELIGIBILITY DETERMINATION**

An employee must be contracted to work at least 35 hours per week to be eligible for insurance benefits. Extra duty assignments are not included. However, any employee who was enrolled in the insurance programs on July 1, 2008 will continue to be covered by paying the percentage as follows: Each salaried contract employee who is scheduled for one-half (1/2) time, but less than thirty-five (35) hours, will be provided the Board paid premiums compatible to the time schedule.

D. ELIGIBILITY FOR HOSPITALIZATION / MAJOR MEDICAL

1. Each employee has the responsibility to accept or reject insurance coverage in writing at the time of employment or eligibility.

If both husband and wife are employed by the Board, either husband or wife, but not both, may choose to be covered as an employee and include his/her spouse as a dependent, along with any eligible dependent children, on a family plan.

E. IRS SECTION 125 PLAN

Tax sheltering of the individual's contribution for health costs may be implemented, under IRS Section 125 if feasible.

STARK COUNTY SCHOOLS COUNCIL

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, and life insurance through the COG, effective July 1, 2010. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG) Health Insurance Program.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office.

Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the Stark County Office and the OEA Canton Office.

HEALTH:

The Board shall purchase health insurance equal to or exceeding the specifications below.

Maximum Benefits	Unlimited
Deductible	\$100/ individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.
Out-Patient Psychiatric/ Substance Abuse	80% UCR up to 15 visits (30 visits if in Network PPO) per person per year
In-Patient Psychiatric/ Substance Abuse	31 days per person, per year

Preventative - Routine Pap test mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Dependent Coverage - Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification - Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

LIFE:

Term life and accidental death and dismemberment coverage in the amount of \$35,000 for each teacher. Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$20,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

ARTICLE 6. MILEAGE RATE FOR APPROVED TRAVEL

- A. The rate per mile for approved travel shall be the IRS current per mile rate. The new rate shall be effective January of each year.

ARTICLE 7. RETIREMENT PAY

[Monetary Award for Past Achievement and Service to School]

- A. Upon retirement from Rittman Schools, the Board will pay to the retiring employee an amount determined by multiplying the employee's final per diem rate times one-fourth (1/4) of the employee's total accumulated Sick Leave not to exceed a maximum of sixty-one (61) paid days in contract year 2009 - 2010, sixty - two (62) contract years 2010 - 2012.
- B. Members must notify District by March 1 if planning to retire. Failure to notify will result in the loss of Five Hundred dollars (\$500.00) in severance pay. The superintendent may at his discretion waive this clause in case of an emergency need to retire after this date.

ARTICLE 8. PAID LEAVES OF ABSENCE

A. SICK LEAVE

1. Each certificated/licensed employee will accumulate Sick Leave according to the method prescribed by ORC 3319.141, up to a maximum of two hundred forty-four (244) days contract year 2009 - 2010, two hundred forty-eight (248) days contract years 2010 - 2012.
2. The Board will advance five (5) sick days at the beginning of each school year to all new certificated/licensed employees. The accumulated sick days credited to returning certificated/licensed employees who ended the previous year with less than five (5) days accumulation will be increased to five (5) days.
3. The Board endorses the use of Sick Leave as prescribed in ORC 3319.141. "Immediate family" is defined as spouse, child, mother, father, brother, sister, grandparents, in-laws bearing the same relationship, grandchildren, and other members of the same household. The use of Sick Leave for a grandchild is limited to five (5) days per year except that the Superintendent may grant additional days.

B. PERSONAL AND SICK LEAVE INCENTIVE

In an attempt to assure a high level of classroom instruction and to recognize the dedication of bargaining unit members, the following Attendance Incentive shall be

provided to those who begin the school year with the maximum sick days and who achieve at least a ninety-six percent (96%) attendance level based on the number of teacher workdays in each grading period as set in the school calendar:

1st Grading Period	-	Seventy-Five Dollars (\$75.00)
2nd Grading Period	-	Seventy-Five Dollars (\$75.00)
3rd Grading Period	-	Seventy-Five Dollars (\$75.00)
4th Grading Period	-	One Hundred Fifty Dollars (\$150.00)

C. PERSONAL LEAVE

1. Certificated/licensed employees shall have three (3) days of Personal Leave which are not deductible from Sick Leave. This leave is to be used for the conducting of business that cannot be conducted at any other time. The employee must submit a request in writing to the Principal of his/her building one (1) week in advance, if possible. If this is not possible, the employee must contact the Principal and provide a reason. The request need state no reason except "personal business," except the leave may not be used two (2) days preceding or following a holiday or vacation period unless justified to and approved by the Superintendent.
2. Personal Leave shall be non-accumulative.
3. Personal Leave may not be used the first two (2) weeks of school or the last two (2) weeks of school, except for extraordinary circumstances, as justified to and approved by the Superintendent.

D. CHANGE OF DUTY LEAVE

Any certificated/licensed bargaining unit member attending and participating in a presentation or representation of the Rittman Exempted School District, which causes the bargaining unit member to be out of the School District, will not be charged to Sick Leave or Personal Leave. Change of Duty Leave must be given prior approval by the Superintendent.

E. ASSAULT LEAVE

1. Assault Leave is provided to cover those situations where a bargaining unit member has been injured as a result of an assault which occurs in the course of supporting the rules and regulations of the school and in maintaining good order and discipline. The physical well being shall be of primary concern and appropriate measures shall be taken to aid those injured.
2. Members shall be granted thirty (30) paid days of leave of absence due to injury resulting from assault by any person when performing his/her official duties. A medical determination of need may be required by the Superintendent.

- a. A request [see Appendix A] for Assault Leave shall be in writing to the Superintendent setting forth the circumstances of the assault, the nature of the disability, and an estimated date of return to service. The Superintendent will be responsible for approval.
 - b. If granted, the member shall be paid regular compensation for time lost due to an assault. If the absence extends beyond five (5) days, the member may be required to submit to an examination by a Board approved physician, acceptable to the teacher. If the teacher finds the Board's approved physician unacceptable, he/she may select a physician of his/her own choosing provided he/she assumes any additional costs incurred. If the member accepts the Board approved physician, all costs associated with the examination will be paid for by the Board.
 - c. Assault Leave granted under this policy shall not be charged against Sick Leave or leave granted under other leave policies adopted by the Board.
 - d. A person on Assault Leave shall receive full pay and benefits during the period of the Assault Leave. Such payments shall terminate upon resumption of duties.
3. To qualify for Assault Leave, in addition to the items set forth above, the employee must file a claim with the Bureau of Workers' Compensation for all allowable benefits. Any benefits relative to lost wages, if eligible, shall be remitted to the Treasurer's Office upon receipt. Nothing in this policy prohibits the bargaining unit member from electing to use Sick Leave for the disability period.
 4. If an employee becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, Assault Leave benefits shall end on the effective date of his/her retirement. The Board shall support the individual's claim for disability retirement.

F. COMPULSORY LEAVE

Release time shall be granted for required appearances in Court or other tribunal where the teacher is a defendant, witness, or on jury duty. The teacher shall attach to the form the substantiations given by the Court or other tribunal for required attendance. Witness fees and jury duty pay must be forwarded to the Board within ten (10) days of receipt by the teachers.

ARTICLE 9. UNPAID LEAVES OF ABSENCE

A. MATERNITY/PATERNITY/ADOPTION LEAVE

A Maternity/Paternity/Adoption Leave of absence, without pay, shall be granted to any certificated/licensed employee as follows:

1. A certificated/licensed employee who is pregnant shall be entitled upon written request to a leave of absence for one (1) year and for one (1) additional year thereafter upon request. An individual requesting or presently on leave of absence has the obligation of notifying the Superintendent, in writing, of his/her intention to apply for a leave or to return to active service. Application for a leave beginning the first semester must be made by June 1 or by December 1 for leave beginning the second semester. Notice of return must be made by March 1 and for second semester by December 1. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires. All or any portion of a leave taken by an employee because of her pregnancy may, at the employee's option after consultation with her physician, be charged to her available Sick Leave.
2. A male employee will be entitled, upon written request, to a leave of absence without pay between the time of the birth of a child to his wife for one (1) year and one (1) additional year thereafter upon request. Such leave shall be in accordance with Paragraph A1, above.
3. A certificated/licensed employee adopting a child will be entitled upon request for a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave is not to exceed a total of one (1) year and one (1) year thereafter upon request.
4. Any certificated/licensed employee on Maternity/Paternity/Adoption Leave upon written request shall be reinstated to his/her former or like position no later than the beginning of the next semester following the request.
5. All insurance coverage(s) shall be continued for those who are on such leave upon payment of the premium(s) by the employee, if permitted by the carrier. Said premium(s) will be payable to the Treasurer's Office.

B. UNPAID DAILY LEAVE OF ABSENCE

All unexcused absence from work shall be deducted at a daily rate. The daily rate shall be determined by dividing the base contract salary of the individual employee by one hundred eighty-four (184).

C. FAMILY AND MEDICAL LEAVE

1. Upon written application, eligible employees are entitled to a total of twelve (12) weeks of unpaid leave during any fiscal year for any of the following four (4) reasons: (a) the birth of a child and to care for the newborn child; (b) placement with the employee of a child for adoption or for foster care; (c) serious health condition of the employee's spouse, child or parent; or (d) for a serious health condition of the employee that makes him/her unable to perform the functions of his/her job. The employee shall use any available paid leave concurrently with his/her FMLA leave.

2. The Board will continue the group health plan including hospitalization and major medical, dental, prescription card and life insurance coverage during the family leave. The employee will be responsible for the employee's share of the premium, if any.
3. The Board will reinstate the employee to the same position upon return from the Family Medical Leave when the leave originates and terminates within the same school year. If the leave extends beyond the school year, the employee shall be returned to the same or similar position as held before taking leave. In the event that the same or similar position is not available, the employee shall be assigned to any position for which the employee is qualified.
4. Other benefits accrued prior to the leave will be maintained.
5. Intermittent Leave and Reduced Leave
 - a. Intermittent Leave is leave taken in separate blocks of time due to a single illness or injury and may include leave of periods as short as those used by the District for Sick Leave and Personal Leave, up to several weeks. Examples include leave taken on an occasional basis for medical appointments or leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy.
 - b. Reduced Leave is a leave that reduces an employee's usual number of working hours per workweek or hours per workday. Reduced Leave is a change in the work schedule for a period of time. The Board reserves the right to transfer the employee to a different position that better accommodates the leave and work duties during the period of Reduced Leave.
 - c. Only the amount of the leave actually taken may be counted toward the twelve (12) weeks of FMLA leave to which an eligible employee is entitled.
 - (1) The employee must make reasonable efforts to schedule treatments to minimize disruptions.
 - (2) The employee must provide reasonable advance notice.
 - d. Unless agreeable to the Board, intermittent leaves and reduced schedules are not available for the birth of a child and to care for the newborn child or placement with the employee of the child for adoption or foster care.
6. If both spouses are employed by the Board, the combined entitlement is limited to twelve (12) weeks when the leave is for the birth of a child, care of a newborn child, or placement with the employee of a child for adoption or foster care. The combined entitlement is not limited to twelve (12) weeks when the leave is for the serious health condition of the employee's parent, a spouse or child, or the serious health condition of the employee.

7. Leaves for the birth of a child, care of a newborn child, placement with the employee of a child for adoption and/or foster care must be concluded within one (1) year of the date of birth or date of placement or adoption, and must be requested thirty (30) days or as soon as possible in advance of the requested start of the leave.
8. As used in this Article, parent(s), son(s), daughter(s) includes biological, step, adopted or foster, and serious health condition includes both mental and physical conditions. The Board may request medical verification and certification of the need to be off, including second and in some cases a third medical opinion. The second and third opinions would be at Board expense.
9. The Board may request periodic assurances regarding the employee's intent to return to work while the employee is on leave and/or certification that the employee can resume duties upon return to work.
10. The Board may recover the cost of insurance premiums if the employee does not return to work, unless continued serious health condition, the death of the employee or other circumstances beyond the employee's control, prevent the employee from returning.
11. Each party shall retain all other rights accorded to them by the Family Medical Leave Act.

D. SABBATICAL LEAVE

1. Any bargaining unit member may apply for an educational leave of absence without pay, for any period up to one (1) school year in duration, for the purpose of continuing his/her education through college courses, other schooling, mission work, travel, grants, VISTA, Peace Corps, and other governmental services overseas.
2. Persons wishing to apply for such a leave shall submit a letter/application to the Superintendent outlining the parameters, details, leave dates, including the expected date of return. The Superintendent will review the letter/application and present the request to the Board for consideration. Seniority in accordance with Article 22 (Layoff Procedure), will not be affected and be considered continuous service.

E. WHILE ON UNPAID LEAVE OF ABSENCE

There shall be no benefits extended to a bargaining unit member when he/she is on an Unpaid Leave of absence. The bargaining unit member may purchase insurance at the group rate, pursuant to the insurance carrier's guidelines. The cost for this coverage is to be paid by the teacher in advance, on a monthly basis, to the Treasurer's Office.

ARTICLE 10. YEAR, DAY, AND PLANNING TIME

A. Certificated/licensed staff contracts will contain the following language and provisions:

1. School Year Length

One hundred eighty-four (184) days

Effective 2013 - 2014 school year will be one hundred eighty-five (185) days

2. Assignments

Contracts will contain assignments as to Elementary or Middle School grades, and to subject areas for the High School.

3. Non-paid Extra-Duty (Co-Curricular) Assignments

Non-paid Extra-Duty (Co-Curricular) Assignments where known at time contract is issued.

4. Length of Workday

The workday shall not exceed seven and one-half (7.5) hours per day and shall not extend more than thirty (30) minutes before and thirty (30) minutes after the student day.

5. Required Meetings

Meetings required of teachers will be noted on the school calendar which will be issued at the beginning of the school year. The calendar will contain the date and time of Parent/Teacher Conference and Open House events. Notification will be given no later than ten (10) days after the beginning of the school year.

B. The Board shall provide a period of time for input from the Association when developing the school calendar prior to adoption of same.

C. All teachers shall receive a daily continuous duty-free lunch period of no less than thirty (30) consecutive minutes in length.

D. All traveling teachers may be assigned non-teaching duties but on a proportional and fair basis.

E. Arrival and departure times of teachers shall have flexibility to accommodate various teachers' schedules, so long as each teacher works a full-length day. It is the responsibility of the Building Principal to accommodate this scheduling.

F. There shall be no more than twenty (20) administratively-called faculty meetings per school year.

G. CONFERENCE AND PLANNING TIME

1. High School and Middle School

Each teacher shall be provided conference and planning time equal to at least one (1) teaching period within each student day.

2. Elementary

The elementary teacher shall be provided a minimum of two hundred (200) minutes per week for conference and planning time during the student day.

3. The Board may purchase, from the bargaining unit member, an additional instructional period at one-sixth (1/6) of the base salary. Instructional periods for less than one (1) year will be prorated. Bargaining unit members have the right to turn down the offer.

ARTICLE 11. TEACHING CONTRACTS

A. LIMITED CONTRACTS

Teachers shall be issued contracts in the following sequence:

One year contract -- Upon initial employment

One year contract -- Upon reemployment for second year

One year contract -- Upon reemployment for third year

Two year contract -- All subsequent contracts shall be for two (2) years until such time as the teacher qualifies for a continuing contract.

B. CONTINUING CONTRACTS

1. Teachers who qualify for continuing contracts shall be considered for a continuing contract as prescribed by law.

2. All teachers who expect to be eligible for continuing contract must file with the Superintendent on or before April 1, either evidence of appropriate certification/licensure or notice of application for appropriate certification/licensure.

ARTICLE 12. GRIEVANCE PROCEDURE

A. PURPOSE

The Board and the Association recognize that in the interest of fair and consistent administration of this Agreement, it is necessary to have a procedure whereby an

employee can be assured of a prompt and impartial hearing on his/her grievance. Such procedures shall be made available to any employee initiating a grievance.

B. DEFINITION OF A GRIEVANCE

A "grievance" is a claim by an employee or group of employees that a specific provision of the negotiated contract has been misinterpreted, violated, or misapplied.

C. DEFINITION OF TERMS

1. The term "grievant" or "aggrieved" shall include all certificated/licensed employees.
2. "Days," as used in this procedure, shall be scheduled workdays.
3. "Representation" or "Representatives" shall be any legal counsel or other person of the aggrieved's choosing.

D. RIGHTS OF THE GRIEVANT

1. A grievant shall appear on his/her own behalf and may be represented at any and all steps of the Grievance Procedure, except the informal step, by any legal counsel or other person of the aggrieved's choosing.
2. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal.
3. Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any government agency, regulatory body, or any Court of law with jurisdiction to this School District after this procedure has been used to its fullest.
4. If a grievance appears to arise from the actions of an authority higher than the immediate supervisor, it may be submitted at Step 2, below.
5. Any grievance not settled at an informal level shall be reduced to writing and shall state such relief sought.
6. Any grievance may be dealt with by the grievant seeking redress with the immediate supervisor; however, this informal procedure does not preclude the filing of any grievance at any appropriate formal level.
7. The grievant shall not be placed in jeopardy or be subject to reprisal or discrimination for having followed or utilized the Grievance Procedure.
8. Time limits specified herein are considered maximum and should not be extended without communicating the need to extend the time and the reasons thereof to the grievant.

E. PROCEDURE

1. Informal Step

If a grievant believes that there is a basis for a grievance, the grievant shall first discuss the matter with his/her immediate supervisor, within twenty (20) days after the employee knows the existence of the problem, in an effort to resolve the problem informally. It is the responsibility of the grievant to clearly let the supervisor know he/she is initiating an "informal step" of the Grievance Procedure.

2. Step 1

If the grievance is not resolved within five (5) days of such informal meeting, the aggrieved may present a formal claim to his/her immediate supervisor by submitting a completed Grievance Report Form. This form is to be filed within twenty (20) days of the unresolved informal step. Within five (5) days of receipt of the grievance, the immediate supervisor shall meet with the aggrieved and the aggrieved's representative(s), if elected by the aggrieved, in an effort to resolve the matter. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the report form and returning it to the aggrieved.

3. Step 2

- a. If the aggrieved is not satisfied with the disposition of the grievance in Step 1, the grievant shall complete the Grievance Report Form, Step 2, and submit the grievance to the Superintendent. If the grievant elects to bypass D4, above, the form must be filed within twenty (20) days of the unresolved informal step.
- b. Within five (5) days of the receipt the Superintendent and/or designated representative shall meet with the grievant and his/her representative, if elected by the aggrieved, to resolve this matter. Within five (5) days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing his/her portion of Step 2 and forwarding it to the aggrieved.

4. Step 3

If the aggrieved, with concurrence of the Association, or as an individual, is not satisfied with the disposition of the grievance at Step 2, he/she may within ten (10) days submit the grievance to arbitration by the American Arbitration Association whose voluntary rules and regulations shall likewise govern the proceedings. Either party shall have the right to request additional lists. The arbitrator shall be selected by the alternate strike method. The arbitrator may not add to, alter, or delete from the terms of the negotiated contract. The arbitrator shall have all power to render a recommendation which shall be binding to both parties. The cost of the

services of the arbitrator will be borne equally by the Board and the Association.

5. It is anticipated that the majority of problems will be resolved at the Informal Step or Step 1 of the procedure. Only major and significant problems will be referred to Step 2 and above.
 - a. Conferences required by this procedure will be scheduled at such times as will cause least disruption to the operation of the schools.
 - b. Forms: See Appendix B.

ARTICLE 13. PARENTAL COMPLAINTS

- A.** The Board and the Association agree that complaints against employees are matters to be dealt with between the employee and the Administration. Therefore, any complaint received by an individual Board member toward a bargaining unit member shall be referred to the Superintendent.
- B.** If, in the opinion of the Superintendent, the complaint is substantial, the Superintendent shall inform the employee's administrator of the complaint.
- C.** At the option of the bargaining unit member, but within a reasonable length of time, one (1) of the following shall apply:
 1. The bargaining unit member shall have an opportunity to resolve the complaint individually with the complainant.
 2. The bargaining unit member, with the assistance and presence of the appropriate administrator, shall have a conference with the complainant for the purpose of resolving the problem.
- D.** Should the complaining party still not be satisfied, a formal meeting will be held between the complainant, bargaining unit member, and Superintendent.
- E.** Parental complaints will not be placed in a bargaining unit member's personnel file. When necessary, the building principal may conduct an investigation into a parental complaint. Such investigation may result in a letter of explanation or reprimand for the bargaining unit member, and a copy of such letter may be placed in the bargaining unit member's file.
- F.** Anonymous complaints will not be used.
- G.** Successfully resolved complaints shall not be reduced to writing.
- H.** A bargaining unit member may be accompanied by an Association representative if he/she so chooses.

ARTICLE 14. RESIDENT EDUCATOR PROGRAM

A. PROGRAM REVIEW/REVISIONS

Resident Educator Committee

A Resident Educator Committee shall be appointed to develop the Resident Educator program and oversee its implementation following the rules and guidelines established by the State Department of Education. The Committee shall be comprised of five (5) members, with three (3) appointed by the REA Executive Committee and two (2) appointed by the Superintendent.

Recommendations for the Resident Educator program will be submitted in the form of a written report to the Association and the Superintendent as the Resident Educator program is finalized.

B. PROTECTIONS

1. At any time, either the Mentor or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
2. All members of the Committee, Mentors, and Resident Educator shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
3. Mentors shall communicate directly with the Resident Educator and shall not discuss/report the performance/progress of the Resident Educator to any administrator, assessor, or other teacher.
4. No Mentor Teacher shall participate in any informal or formal evaluation of a Resident Educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of a Resident Educator.
5. The regular evaluation of the Mentor shall not be affected in any aspect by the Resident Educator Program or its demands.

ARTICLE 15. LIABILITY INSURANCE

If a settlement occurs in a negligence claim in which a teacher is named as a party, the settlement of the liability claim shall not be used by the Board or Administration for purposes of any disciplinary action against the employee. This does not preclude the Board from taking whatever action may be appropriate based upon the acts of the employee, which action may be subject to the Grievance Procedure.

ARTICLE 16. TEACHER RIGHTS

A. STUDENT MEDICAL NEEDS/MEDICATIONS

Bargaining unit members shall not be required to administer medication, perform medical or quasi-medical procedures, or provide custodial care services to students. Students shall be referred to proper, designated personnel for this function. In emergency situations, teachers are expected to assist to the best of their ability. The Employer shall indemnify and save harmless from any liability, all bargaining unit members who administer medication, in accordance with Board policy, when they are the voluntary medical designee and/or when an emergency arises.

B. TRAVELING TEACHER

1. No traveling teacher shall be assigned a new activity in another building less than fifteen (15) minutes after the completion of another activity in another building.

C. INTERNAL SUBSTITUTION

In the event a bargaining unit member is requested to substitute for an absent teacher during planning time or by absorbing students of the absent teacher into the classroom, the internal substituting teacher shall be paid Fifteen Dollars (\$15.00), 2011 -2014.

D. STUDENT DISCIPLINE

1. State and Federal laws impose numerous restrictions and limitations on student discipline, including suspension, expulsion, and removal.
2. Consistent with State and Federal laws, teachers shall be provided pertinent information about the status of students in their classrooms where such information could aid the teacher in better understanding and working with the individual student.
3. The Board and Administration will provide teachers with needed support in dealing with student discipline, in accordance with the current student discipline plan.
4. Board Policy related to student discipline will be distributed and discussed at a staff meeting each year. Each school will have a written plan in place outlining how student discipline will be handled. The plan will include procedures to be followed when there are discipline problems and the Principal is out of the building. The Administration will draft a written plan to be distributed at the initial staff meeting.
5. Teachers shall have the right to temporarily remove disruptive students from their classrooms. Any teacher sending a student to the Administration shall

confer with the Building Administrator or submit a signed copy of the discipline report. Following administrative action taken in accordance with the District Discipline Procedure, the student may be returned to the classroom. If the teacher indicates a desire for a conference with the Administrator (and optimally the student and/or parent), the conference will be scheduled as soon as the parties are available. The referring/sending teacher will be provided information about the status of the referral prior to the student's return to the classroom.

6. Except as otherwise provided by the Individuals With Disabilities Education Act, Section 504, of the Rehabilitation Act, the Americans With Disabilities Act, or other applicable State and Federal laws and regulations or as otherwise ordered by a Court, a student who physically attacks or makes repeated violent threats to a teacher shall not be returned to that teacher's classroom unless the teacher consents to the student's return.
7. The Building Administrator will provide the teacher with a statement of the administrative disciplinary and/or corrective action taken within one (1) school day of the referral.

E. STUDENT ADVANCEMENT

1. Except in situations in which State law on proficiency testing prohibits, teachers shall normally determine the advancement of a student. At the elementary level, the elementary teacher shall determine whether a student is advanced to the next grade level or retained at the current grade level. At the middle school level, the middle school team shall determine whether a student is advanced or retained. At the high school level, the teacher shall determine whether a student passes or fails the subject taught by the teacher.
2. The Superintendent/designee may override a teacher's determination on a student's advancement provided the Superintendent/designee puts the override in writing. A copy of the override shall be given to the impacted teacher and a copy shall be placed in the student's file.

F. CONTINUOUS IMPROVEMENT/ACADEMIC WATCH/EMERGENCY

The Association shall have the right to appoint members to any committee/team/panel established to address issues resultant from School District report cards, or addressing continuous improvement planning/implementation.

G. INDIVIDUAL ASSESSMENT TEAM (IAT) MEETINGS

Any teacher who is required to attend an IAT meeting held outside of the school day shall be paid Fifteen Dollars (\$15.00), 2011 -2014 for each such meeting.

H. GRADE SUBMISSION

Except at the end of the school year, grades shall be submitted on or before noon (12:00 PM) of the second day after the end of the grading period. At the end of the school year, teachers will submit grades on the day after the last student day by 8:00 AM.

I. CREDIT FLEX PROGRAM

Teachers facilitating a Credit Flex Plan will be paid at the 2011-2012 Tutor Base Rate for any and all work required to create and complete the plan.

ARTICLE 17. SUPPLEMENTAL CONTRACTS

A. SCHEDULE

	<u>Previous Experience In Years</u>			
	0-1	2-3	4-5	6+
*****ATHLETICS*****				
<u>Administration</u>				
Athletic Director (b)	13	15	16	17
Faculty Manager	10	12	13	14
<u>Varsity Head Coaches</u>				
Football (a)	13	15	16	17
Boys' Basketball	13	15	16	17
Girls' Basketball	13	15	16	17
Baseball	8	9	10	11
Softball	8	9	10	11
Gymnastics	8	9	10	11
Boys' Track	8	9	10	11
Girls' Track	8	9	10	11
Wrestling	8	9	10	11
Volleyball (b)	8	9	10	11
Soccer (b)	8	9	10	11
Golf	5	6	7	7
Tennis	7	8	9	9
<u>High School Assistant Coaches (Junior Varsity)</u>				
Football (b)	8	10	11	12
Boys' Basketball	8	10	11	12
Girls' Basketball	8	10	11	12
Baseball	6	7	8	9
Volleyball (b)	6	7	8	9
Soccer (b)	6	7	8	9
Softball	6	7	8	9
<u>Middle School Coaches</u>				
Football (b)	6	7	8	9
Assistant Football (b)	5	6	7	8
Boys' Basketball	5	6	7	8
Girls' Basketball	5	6	7	8
Boys' Track	5	6	7	8
Girls' Track	5	6	7	8
Volleyball	5	6	7	8

	<u>Previous Experience In Years</u>			
	0-1	2-3	4-5	6+
<u>Cheerleaders</u>				
High School Advisor	7	7	8	9
Middle School Advisor	5	5	6	6
*****MUSIC*****				
<u>Instrumental</u>				
Band Director (a)	13	15	16	17
Majorette Advisor	3	4	4	5
Jazz Band Director	1	2	2	2
*****CLASSROOM-RELATED ACTIVITIES*****				
<u>Publications</u>				
HS Newspaper Advisor	5	6	6	6
MS Newspaper Advisor	2	2	2	2
Yearbook Advisor	5	6	6	6
<u>Performance</u>				
Dramatics/performance	2	2	3	3
<u>Student Government</u>				
HS Student Council	4	4	5	5
MS Student Council	3	4	4	4
<u>Services</u>				
Junior Class Advisor	3	3	3	3
NHS Advisor	1	1	2	2
<u>Academics</u>				
Academic Challenge	2	2	2	2
Power of the Pen	2	2	2	2
Fair Display Coordinator, K-5	1	1	1	1
Fair Display Coordinator, 6-12	1	1	1	1
Science Olympiad, High School	2	2	2	2
Science Olympiad, Middle School	2	2	2	2
Elementary County Art Show	1	1	1	1
Secondary County Art Show	2	2	2	2
Elementary Bldg. Tech Coordinator, North Street	3	3	3	3
Elementary Bldg. Tech Coordinator, West Hill	3	3	3	3
Middle School Bldg. Tech Coordinator	3	3	3	3
High School Bldg. Tech Coordinator	3	3	3	3

B. ADDITIONAL PROVISIONS

1. The numbers in the salary schedule are whole percents of the BA-0 Step on the salary schedule in Article 4.
2. Footnotes On Extra Pay For Extra Duty Schedule
 - a. Three (3) weeks extended time paid at 1.0% of BA-0 Step for each week.
 - b. Two (2) weeks extended time paid at 1.0% of BA-0 Step for each week.
 - c. One (1) week extended time paid at 1.0% of BA-0 Step for each week.

3. Supplemental Pay Schedule

All supplemental contracts will be paid in a separate check. After the last scheduled activity and the completion of all assigned responsibilities, the coach/advisor shall sign and submit an Extra Duty Pay Form to the Athletic Director/Administrator for approval. The Athletic Director/Administrator will either approve or deny the Extra Duty Pay Form within ten (10) days. The supplemental contract will be paid with the first regularly scheduled pay that is at least five (5) days after receipt in the Treasurer's Office of the Extra Duty Pay Form. An exception will be made for persons with year-long non-coaching contracts, who may elect to have their contracts paid in two (2) pays of one-half (1/2) the contract amount each, by contacting the Treasurer prior to November 1. Persons electing this option will be paid with the first scheduled pay in December and in June or at the end of the duty, whichever is earlier.

4. Supplemental contracts will be for one (1) school year only. Supplemental contracts will end with the end of the school year for which they are issued. They will be automatically non-renewed unless they are specifically renewed at the regular April Board meeting of each year.

C. EXTENDED TIME

1. The following positions may be granted extended time and paid the number of days of extended time multiplied by the employee's daily rate:

High School Guidance

Full-time Counselor	-	15 days
Part-time Counselor	-	3 days
Counselor responsible for senior class	-	1 additional day
Middle School/Elementary Guidance	-	5 days
Director of Library/Media Services	-	6 days
Speech/Hearing Therapist	-	5 days
High School Administrative Assistant	-	10 days
Computer Coordinator	-	15 days

2. All extended time will be scheduled by the appropriate supervisor.

ARTICLE 18. PAY SCHEDULE

A. NUMBER OF PAYS PER CONTRACT YEAR

1. Teachers shall be paid in twenty-four (24) installments for their regular duty. Bargaining unit members' paychecks will be deposited directly into the banks of their choice. Paychecks will be direct-deposited on the seventh (7th) and the twenty-second (22) of each month.

2. If a paycheck is due to fall on a bank holiday or Saturday or Sunday, then paychecks will be direct-deposited by noon (12:00 PM) the prior workday.
3. Each member will be provided with an electronic paycheck stub.

B. DEDUCTIONS

All mandatory deductions to pay shall be deducted equally from all remaining pays that school year.

C. EMPLOYMENT RETIREMENT CONTRIBUTIONS

1. The Board shall designate each employee's mandatory contribution to the State Teachers' Retirement System of Ohio as "picked-up" by the Board as contemplated by the Internal Revenue Service Ruling 77-"2" and 81-36, although they shall continue to be designated as employee contributions as permitted by the Attorney General Opinion 82-097. This will reduce the amount of employee income reported by the Board as subject to Federal and Ohio income tax by current percentage amount of the employee's contribution which has been designated as "picked-up."
2. The amount to be picked-up/tax deferred on behalf of each employee shall be that set by law of the employee's compensation.
3. The picked-up/tax deferred amount shall apply uniformly to all employees of the bargaining unit.
4. No employee's total salary shall be increased by such "pick-up," nor is the Board's total contribution to the State Teachers' Retirement System of Ohio increased.
5. The "picked-up"/tax deferred amount shall become effective no later than September 15, 1984, and shall apply to all compensation including supplemental earnings thereafter.

ARTICLE 19. PROFESSIONAL DEVELOPMENT PROGRAM

- A.** The Board shall appropriate funds for each contract year for professional development as follows in the amount of Ten Thousand Dollars (\$10,000). The funds shall be paid to teachers for courses or workshops offering CEUs or college credit leading to certification/licensure or improvement in the teacher's qualifications for the current position he/she holds. Reimbursement is subject to the following conditions:

1. The teacher shall have taught in the Rittman District for a minimum of three (3) years. Further, the teacher shall teach in Rittman a minimum of one (1) contractual year following completion of the course or he/she must pay back to the Board the amount received for the courses. [Payback is done through payroll deduction, or lump sum deduction from final paycheck.] If a teacher is RIFed they will not have to pay this money back.

2. The college course must be taken in education, the area of present certification/licensure, or any area of certification/licensure permitted by the State Department of Education leading to a new certificate/license. The teacher must first demonstrate that the course fits the above description. Workshops must lead to improvement in the teacher's qualifications for his/her present assignment and must offer CEUs. Approval or rejection will be based upon the aforementioned and/or sufficient money remaining in the fund.
3. Any courses may qualify for reimbursement upon the approval of the Superintendent. Any course where the teacher is receiving any other type of aid will not be reimbursed. Teachers shall submit an application prior to the course.
4. The teacher shall submit an application for professional development reimbursement prior to the course and shall submit written proof in the form of an official transcript of completed credit from an institution recognized by the State Department of Education for its accreditation or an itemized receipt for payment and certificate of attendance from the workshop sponsor. The teacher must complete the course with at least a "B" grade or a "pass" if on pass/fail basis. Evidence of successful completion must be submitted at the conclusion of the terms in which the course was taken.
5. The rate of reimbursement will be the actual rate for the quarter hour or semester hour, or Two Hundred Dollars (\$200.00) per quarter hour/Three Hundred Dollars (\$300.00) per semester hour, whichever is less. Under no condition will a teacher be reimbursed more than the actual tuition rate. [Maximum reimbursement per fiscal year will be two (2) semester hours or three (3) quarter hours.]
6. The request will be recognized on a first-come/first-serve basis until the maximum allocation has been exhausted. However, no teacher shall have access to monies in this Section two (2) consecutive years in a row, unless monies remain and all other applicants have been paid.
7. Any monies not used will revert to the General Fund. The distribution of monies will be available during fiscal year July 1 – June 30.

B. Any Board/administrative required courses wherein the teacher agrees to take the course shall be totally paid by the Board.

C. CEUs shall be acceptable for professional development only, and shall not be used for advancement on the salary schedule.

D. Criminal Background Investigation Fees

The Board will reimburse teachers for 100% of fees for the criminal background check required for new hires and licensure renewal.

ARTICLE 20. PROFESSIONAL ASSOCIATION DUES/FEES

- A.** It shall be the duty of the Association to present the Board Treasurer with written authorization for dues from its members, and the Board Treasurer will deduct the amount in equal deductions from each remaining paycheck for that contract year.
- B.** Bargaining unit members who do not elect to become members of the Association, within sixty (60) days following his/her initial day of actual work, shall be required to pay the fair share fee in lieu of Association dues. It shall be the duty of the Association to present the Board Treasurer with a listing of the names of the persons affected and the amount to be deducted. The Board Treasurer shall deduct the appropriate fair share fee as notified by the Association. To the extent permitted by law, the Association agrees to hold the Board and Administration harmless in any suit, claim or proceeding, arising out of or connected with the imposition, determination, or collection of service fees for dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim, or administrative proceeding, including attorney fees and Court costs. For purposes of this paragraph, the term "Board" includes the Board of Education, its members, the Treasurer, the Superintendent, and all members of the administrative staff.
- C.** Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the year, the payroll deduction shall commence on the first pay date on or after the later of:
 - 1. sixty (60) days employment in a bargaining unit position; or
 - 2. January 15
- D.** The Association represents to the Employer that an internal rebate procedure has been established in accordance with ORC 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each bargaining unit member who does not join the Association, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.
- E.** Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

ARTICLE 21. ASSIGNMENT/TRANSFER, VACANCY AND PROMOTION

A. ASSIGNMENTS

Each teacher shall be assigned to a specific position for which the teacher is certified/ licensed and notified in writing on or before July 1 of such assignment. Any teacher not so notified shall be reassigned to the same position held the previous school year. The Superintendent may reassign a teacher after notification and consultation.

B. VACANCY

Vacancies in teaching, administration, or supplemental positions shall be posted on faculty bulletin boards in each building within two (2) school days after each regular or special Board meeting during the regular school year. During the summer months, said written notice shall be given to the REA President. During summer months, written notice of vacancy shall be given to those bargaining unit members who have given written notice of interest to the Superintendent. The provisions of this subsection shall be deemed complied with if such notice is sent by mail to such bargaining unit member's designated summer address. Vacancy notices shall remain posted for no less than five (5) school days. Any currently employed bargaining unit member shall have the right to apply and be interviewed for such vacancy for which such bargaining unit member is certificated/licensed prior to filling of the vacancy. Any currently employed bargaining unit member who applies for said vacancy shall be considered in accordance with this policy.

C. VOLUNTARY TRANSFER OR PROMOTION

1. Regular teachers may request a change in position annually, by completing the Teacher Intention Form distributed by the Superintendent to all bargaining unit members by April 1 of each school year. No position shall be filled until five (5) school days after posting on bulletin boards, or in summer months, seven (7) days after the notice to the Association.
2. A teacher whose application for a voluntary transfer is rejected shall be advised of the rejection by individual letter from the Administration, with a copy being forwarded to the Association President.

D. INVOLUNTARY TRANSFER

1. An "involuntary transfer" shall mean a change in a teacher's assignment without the teacher's consent. An involuntary transfer shall be effected only after the teacher involved is given written notice as to the reasons for said transfer. The teacher may request, in writing, a meeting with the Superintendent to discuss the merits of the transfer. The teacher may at his/her option have a representative of his/her choice at this meeting. No teacher shall be transferred to a position for which he/she does not hold standard certification/licensure.
2. Prior to a bargaining unit member being involuntarily transferred:
 - a. A meeting between the Superintendent or his/her designee and the bargaining unit member shall be held.
 - b. Changes in teaching assignment from the previous year shall be discussed with the teacher before action is taken.
 - c. Reasons for reassignment shall be shared and discussed with the teacher, with the final decision being made by the Superintendent or his/her designee.

ARTICLE 22. LAYOFF PROCEDURE

If it becomes necessary to reduce staff because of a decrease in pupil enrollment (either in overall pupil enrollment, grade level, or program areas), return to duty of regular teachers after a leave of absence, changing of course offerings and selections, loss of federally-funded position(s) due to a loss of Federal funds, by reason of suspension of schools, territorial changes affecting the District, or financial reasons, the following provisions shall apply:

- A.** The Association shall be notified no later than thirty (30) days prior to any proposed staff reduction. Such notification shall include: The positions for reductions being considered either elementary or middle school or high school.
- B.** The Board shall not act on any proposed staff reduction until after the Association has had the right to present its views at a public Board meeting.
- C.** If after the Association has presented its views, and the Board still feels it necessary to reduce staff, reductions shall be done in the following sequence:

1. The Board shall first handle all staff reductions through normal attrition.
2. Those teachers on limited contracts with the least seniority in the teaching field affected shall have their contracts suspended first. In the event that continuing contract teachers must be reduced, their contracts shall be suspended on the basis of seniority as defined herein.
3. Seniority

If additional reductions are necessary, the Board shall proceed with seniority. For purposes of this contract, "seniority" shall be defined as the number of years of current, continuous service including leaves of absence commencing with the most recent date of employment. If two (2) or more individuals have equal seniority as defined herein, then the following will apply:

- a. The date of the Board meeting at which the teacher was hired; then by
 - b. The date the teacher signed his/her initial contract with the Board; then
 - c. Any remaining ties will be broken by the teacher having the greatest number of education coursework hours or CEU hours completed.
- D.** The bargaining unit member must submit his/her credentials for each area of certification/licensure to be considered for the final seniority list by December 15. The Superintendent shall provide the Association President with a final seniority list by January 15 of each school year. The seniority lists shall be made up for each area of certification/licensure. Bargaining unit members shall be placed on the seniority list for any area of certification/licensure which the individual may receive prior to July 31 of each school year.

E. RIGHTS WHILE ON SUSPENSION

The employee shall have the right to purchase any and all insurance benefits provided by the Board for the period provided by law.

F. RECALL RIGHTS

1. If reemployed, the individual shall have the right to return to the same contract status, seniority level, total Sick Leave accumulation and any other benefits of employment that had accrued to the employee prior to the suspension.
2. Certified/licensed employees who are suspended shall be retained on the recall list for twenty-four (24) months.
3. A certified/licensed employee may be removed from the recall list if he/she:
 - a. Waives their recall rights in writing;
 - b. Resigns;
 - c. Fails to accept recall to a position for which he/she is certified/licensed;
 - d. Fails to report for work within ten (10) working days after receipt of the notice of recall, unless sick or injured. However, no teacher who would be employed for the first time in the Rittman School District shall be offered a position until the position has been offered to any teacher on the recall list who is properly certified/licensed for the position.
 - e. Fails to keep his/her address current with the Treasurer's Office.
 - f. Has been on the recall list for twenty-four (24) months from the effective date of the reduction.
4. A teacher may be recalled to fill a vacant tutor position. If the teacher chooses to take this position, he/she will not lose his/her position on the recall list and will be recalled to the first teaching position for which he/she is qualified.
5. No teacher whose continuing contract has been suspended shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed by the Board.

- G.** On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that a teacher is required to work a percentage of the time the teacher otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the teacher otherwise would receive under the contract.

ARTICLE 23. EVALUATION

A. TEACHER EVALUATION PHILOSOPHY

1. The District is committed to providing a quality education for its children taking into consideration students' needs, abilities, and achievements.
2. To ensure a quality education for Rittman students, a teacher evaluation process has been developed which is consistent throughout the District.
3. The evaluation process is to be flexible, systematic and non-threatening with the main emphasis on instructional improvement through effective professional performance.
4. Evaluation should be a continuous, constructive, and cooperative experience between the teacher and the evaluator. The goal of the administrator is to develop specific ways to assist bargaining unit members in improving professional performance throughout their careers.
5. The evaluation process considers individual differences in bargaining unit members. Every effort should be made to eliminate the comparison of performance with that of another. The teacher, as part of the process, has the opportunity to use his/her own initiative and leadership in defining his/her goals and selecting means of their achievement. Every effort will be made to consider individual teaching styles. While it is hoped that each teacher will improve in all phases of his work, attention will be focused upon specific (optional) job targets related to the long and short-term goals of the school and District.
6. It is understood that contract renewals must be dependent on the teacher evaluation process. No teacher shall be non-renewed who has not been evaluated in accordance with the negotiated procedure. Basis for non-renewal of employees will be in accordance with established procedures herein for teachers, and other written material. An effective evaluation process, whose primary emphasis is improved educational services, should be founded on clearly stated objectives.

B. OBJECTIVES

1. Help the teacher gain a better understanding of his/her duties and responsibilities.
2. Establish specific long and short-term goals toward which efforts can be made to bring out improvements.
3. Optional job targets, if selected, should relate to day-to-day performances.
4. Identify early and plan for the specific kind of assistance which the teacher needs most.

5. Provide for follow-up conferences with written specifics for teachers who need to improve specific skills.
6. Provide for a continuous improvement of curriculum, and instruction.
7. Afford an opportunity to identify, recognize, and praise quality performance and leadership.

C. WHO WILL BE EVALUATED?

1. Non-Tenured

Each non-tenured teacher shall be evaluated at least two (2) times in the last year of his/her limited contract. Each evaluation shall have a minimum of two (2) thirty-minute observations. Non-tenured teachers shall be evaluated once by February 10 and a second time by April 15, except that any non-tenured teacher who may be recommended for non-renewal shall be evaluated once by December 15 and a second time by March 25. [Refer to Appendix C: Evaluation Steps, for appropriate time lines.]

2. Tenured

All tenured teachers shall be evaluated at least one (1) time every three (3) years. Each evaluation shall have a minimum of two (2) thirty-minute observations. Tenured teachers shall be evaluated no later than April 15 of the evaluation year.

3. Any teacher or administrator may request an additional evaluation.

D. FORMS TO BE USED

1. Evaluation Report (Appendix C, 1-5).
2. Job targets are optional and if elected are to be established cooperatively.
3. Each building administrator may devise observation forms designed specifically for their individual needs and relevant to their building level.

E. WHO WILL EVALUATE?

Certified Administrators employed by the Board will perform the administrative responsibilities as described in the evaluation process. Any teacher may request an additional evaluation by a mutually agreed upon observer. Informal classroom observations may be made at any time by the administrators, supervisors, or department chairpersons.

F. NON-RENEWAL PROCEDURE FOR LIMITED CONTRACT TEACHERS

The provisions of ORC 3319.11 shall be followed for non-renewal. Non-renewal shall not be subject to the grievance procedure.

G. EVALUATION PROCEDURES FOR LIMITED AND EXTENDED LIMITED CONTRACT TEACHERS

1. The evaluation report shall include specific recommendations regarding any improvements needed in job performance and the means by which the teacher may obtain assistance in making such improvements.
2. The provisions of Article 23 shall supersede and take the place of ORC 3319.111 and must be followed to non-renew a bargaining unit member.

H. TERMINATION

The provisions of ORC 3319.16 shall be followed for termination. Termination will not be subject to the Grievance Procedure.

ARTICLE 24. EMPLOYEE DISCIPLINE

- A.** Employees may be disciplined for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board of Education, or for other good and just cause. No teacher may be disciplined without "just cause" and compliance with the applicable provisions of this Agreement.
- B.** Employees shall have the right to representation after an initial disciplinary conversation with an administrator resulting in the written reprimand stage.
- C.** Based upon the severity of the situation, disciplinary action may warrant deviation from the following procedural order:
 1. Oral reprimand;
 2. Written Reprimand;
 3. One (1) to five (5) day suspension with or without pay; fringe benefits will be maintained;
 4. Termination pursuant to ORC 3319.16.
- D.** Oral and/or written reprimand may be utilized for infractions which, in the judgment of the responsible administrator, do not warrant a suspension. A suspension with pay may be imposed at any time by the Superintendent either separately, or in conjunction with an oral or written reprimand. A suspension without pay may be issued, as determined by the Superintendent, in cases of serious misconduct, or where the health and/or safety of persons are involved. At the Superintendent's discretion, the Board shall utilize lesser disciplinary sanctions prior to suspension or termination.
- E.** No suspension shall be imposed until the teacher has had an opportunity to appear before a responsible administrator to explain his or her actions. The employee shall sign the written reprimand or other disciplinary notice indicating

his/her acknowledgement of the document. Such acknowledgement does not necessarily mean agreement to the document. Any written record of disciplinary action will be kept in the teacher's active personnel file.

- F. Nothing herein shall preclude the Board from acting to non-renew or terminate any employment contract as permitted by the applicable laws and this Agreement.

ARTICLE 25. PERSONNEL FILES

- A. The official personnel file system for all employees shall be kept and administered by the Superintendent.
- B. Personnel records of Board employees shall be maintained in a manner that permits them to be used to meet the requirements of the District and for the protection of the employees. Records shall be open to the Board and administrators of certificated/licensed employees for the conducting of legitimate Board business. Any employee shall have access to his/her records and may place, as a part of that record, any response to correct alleged error or misinformation. No personal record shall be removed from its designated maintenance place without the written permission of the employee and the Superintendent.

No personnel records or information therein shall be released without the written notification to the employee by the Superintendent. Records released in answer to a court order will be done after all reasonable attempts at written notification of same to the individual whose records are requested.

- C. No documents and/or other materials may be in a file which is obsolete, inaccurate, irrelevant, incomplete, untimely, or otherwise inappropriate. The employee shall have the right to request that the obsolete, inaccurate, irrelevant, incomplete, untimely, and/or inappropriate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the employee shall have the right to have the dispute processed through the negotiated Grievance Procedure beginning with the Superintendent's level. This procedure supersedes Ohio Revised Code 1347.
- D. Personnel records of employees of the Rittman Exempted Village School District shall be maintained in accordance with applicable State of Ohio and Federal laws.
- E. Personnel records shall include:
 - 1. application for employment;
 - 2. information necessary for State and Federal forms;
 - 3. references (confidential if received under that designation);
 - 4. current transcripts;

5. information necessary for payroll, tax withholding records;
 6. previous work experience;
 7. current certificates and/or licenses;
 8. school level completed;
 9. evaluation reports and employee response.
- F.** Each teacher will be provided a copy of any material that is to be placed in the file that is not teacher initiated. Any other documents in the file will be provided only upon request.

ARTICLE 26. CLASS SIZE

- A.** The pupil-teacher ratio shall meet or exceed the State Minimum Standards. There shall be no less than forty (40) classroom teachers per 1,000-Basic ADM and no less than five (5) Education Service Personnel (ESP) teachers per 1,000 students. For purposes of this Section, "classroom teachers" and "ESP teachers" shall be defined as per ORC 3317.023.
- B.** The Administration/Board will attempt to restrict each class size stated in Section A, above, (inclusive of mainstreamed, tutored, etc.), in any class in grades Kindergarten through and including Fifth.

ARTICLE 27. INDIVIDUALIZED EDUCATION PROGRAM

The parties recognize that the Board is obligated to provide a free appropriate public education to students with disabilities under the IDEA and/or Section 504. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not handicapped by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's education plan will be developed in accordance with their individual special needs.

A. INDIVIDUALIZED EDUCATION PLAN (IEP)

1. Employees whose duties would be impacted by an IEP shall be provided the opportunity to participate in the development of the IEP and be present at the IEP meetings.
2. Each teacher with responsibility for the education of a student on an IEP shall receive a copy of the IEP.
3. Any employee whose duties would be impacted by an IEP can request a meeting at any time to review and consider modifications to the IEP and/or the placement of the student.

B. SBH PLACEMENT

An SBH student shall not be placed in a teacher's classroom until a meeting has been held with the impacted teacher.

C. TRAINING

The Board shall strive to make available the opportunity for inservice training to teachers during the regular school year and day to assist in addressing the legal and education needs of disabled students in a regular education classroom environment.

D. SPECIALIZED HEALTH CARE PROCEDURES

Employees other than nurses shall not be requested or required to perform any medical procedure on a student. No bargaining unit member shall be required to provide custodial care services.

E. SUPPORT SERVICES

The Board shall provide individualized supplementary aids and services and the personnel necessary to provide or perform any supportive services which may be required by any student's IEP.

F. EVALUATION IMPACT

The performance evaluation of certificated/licensed employees who are impacted by an IEP shall not include any negative assessment because the short/long term goals of the IEP have not been met.

G. COMPENSATION FOR IEP MEETINGS

Any teacher attending an IEP meeting held outside the school day shall be paid Fifteen Dollars (\$15.00), 2011 -2014 for each such meeting.

H. SPECIAL EDUCATION TEACHERS

Special Education Teachers shall be provided with two (2) days of extended time to prepare and write draft IEP's.

I. CONSISTENCY WITH LAW

Any provision of this Article that is inconsistent with Federal or State laws or regulations governing the education of disabled students shall be null and void.

J. ALTERNATIVE ASSESSMENT

Teachers who are responsible for developing Alternative Assessment Plans will be given four (4) hours of release time in the building for each student to develop

the plan. No teacher will be required to develop or implement an Alternative Assessment Plan for a student without first receiving training regarding the specific requirements of such plans.

Teachers may request this training from the District.

ARTICLE 28. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. PURPOSE

Pursuant to ORC 3319.22, a Local Professional Development Committee (LPDC) shall be established to oversee, review, and determine that professional development plans for course work, continuing education units, and/or other equivalent activities that a District educator proposes to complete to meet standards adopted by the State Department of Education for the renewal of educator licenses.

B. TERM OF OFFICE

The term of office for members serving on the Committee shall not exceed three (3) years, except in unusual circumstances (e.g. no one else is interested in the position). Terms shall be staggered. The number of terms a Committee member may serve shall not be more than two (2) consecutively.

C. COMMITTEE COMPOSITION AND SELECTION

1. The Committee shall be comprised of five (5) members as follows:
 - Three (3) teachers
 - One (1) Principal
 - One (1) other certificated/licensed District employee
2. The Rittman Education Association, pursuant to the Association's Constitution and Bylaws, shall appoint the three (3) teacher members. The Principal and other certificated/licensed District employee members shall be selected by the District Superintendent.
3. In the event of a vacancy, the Committee member shall be replaced in accordance with C2, above.
4. If an Administrator requests, the teacher members of the Committee will select one (1) of the three (3) REA representatives to serve while the administrators' Professional Development Improvement Plan is being reviewed for purposes of complying with Section A (Purpose), above. This will then create the following representation on the Committee:
 - One (1) Teacher
 - One (1) Principal
 - One (1) other certificated/licensed District employee

D. CHAIRPERSON

The Committee Chairperson shall be determined by majority vote of the Committee members and shall serve for one (1) year. The Committee Chairperson shall be compensated Twelve Hundred Dollars (\$1,200) per school year.

E. DECISION MAKING

Decisions shall be made by a majority vote of the Committee members present and voting. Three (3) members present shall constitute a quorum.

F. TRAINING

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs.
2. If the available training is during work hours, the Committee members shall be given paid release time to attend. If the training is outside the regular workday or year, the members shall be paid Ten Dollars (\$10.00) per hour for actual training time.
3. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training.

G. MEETINGS AND COMPENSATION

1. The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 each year, the Committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.
2. Committee members shall be paid Nine Hundred Dollars (\$900.00) per person per school year.
3. The LPDC shall not have any authority to revise, change, delete, or modify any Article or section of this Negotiated Agreement.

H. APPEALS PROCESS

If the Individual Professional Development Plan (IPDP) is rejected by the LPDC, the educator shall be given a copy of the IPDP Review Criteria with the reasons for rejection clearly indicated. Educators may then submit a revised plan within fifteen (15) workdays of receipt of the initial rejection notice, or, as may be the case, submit additional documentary materials or explanation to justify the plan. Either the educator or the LPDC may request a conference to discuss any such concerns. The decision of the LPDC shall be final.

I. EVALUATION IMPACT

The evaluation of a teacher shall not be affected by the teacher's IPDP or by the LPDC process.

J. RECORDS

The LPDC shall determine to what extent to keep and retain records of its meetings, decisions and recommendations to the extent permitted by law. The Board shall provide a separate locked filing cabinet for LPDC records/files.

K. RECIPROCITY

The LPDC shall accept outside district approved IPDP's for any newly hired educator from another district as fulfilling all necessary requirements of the Rittman Exempted Village Schools renewal process. Hours already accumulated in the district of previous employment shall be honored. Remaining hours shall be accrued by attending Professional Growth sessions listed in the IPDP as approved by the Rittman LPDC.

L. ADMINISTRATOR'S COURSEWORK

Whenever an administrator's course work plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

M. MASTER TEACHER PROGRAM

For the term of the Negotiated Agreement, the LPDC will undertake the responsibility for the Master Teacher Program as required by SB 2.

The LPDC will:

1. Function as the Master Teacher Program Committee of at least five total members (majority teachers) to review and score Master Teacher applications.
2. Establish formatting, assembling and submitting requirements. (using the document on the Master Teacher Program produced by the ODE Center for the Teaching Profession. Appendix D.)
3. Report the number of Master Teachers in their district through EMIS beginning with the 2009-2010 school year.
4. The District will insure that, under no circumstances, will the involvement in the activities of the Master Teacher Program Committee result in any adverse employment decisions for Committee Members or Master Teachers.
5. Insure that the Master Teacher Program process shall have no adverse impact on the teacher's employee evaluation.

6. Assure that the Master Teacher Program process is completely voluntary for bargaining unit members.
7. Determine at the expiration of this Negotiated Agreement if the tasks of Master Teacher Committee are able to be continued in future Negotiated Agreements by the LPDC. The LPDC will make their recommendation to the Association and Board Negotiation Teams prior to the start of the next negotiations.

ARTICLE 29. LABOR/MANAGEMENT COMMITTEE (LMC)

1. The Rittman Exempted Village Board (the Board) of Education and the Rittman Education Association (REA) agree to establish a Labor Management Committee consisting of four (4) members appointed by the Association and up to four (4) members appointed by the Superintendent.
2. The Committee shall meet at mutually agreeable times, outside the workday, at least three (3) times per year, for the purpose of discussing, not negotiating issues of concern to both parties.
3. The LMC will alternate the responsibility for the development of the meeting agenda between the REA and the Superintendent.
4. The REA will have the responsibility for dissemination of the meeting minutes within three (3) days of the meeting.
5. Any LMC meeting may be cancelled by mutual agreement of the Superintendent and the REA president.
6. The REA Committee members shall request and receive training from the Federal Mediation and Conciliation Service for LMC.
7. REA members must be trained in order to participate in the LMC.

ARTICLE 30. PRINCIPAL ADVISORY COMMITTEE (PAC)

1. The Rittman Exempted Village Board (the Board) of Education and the Rittman Education Association (REA) agree to establish a Principal's Advisory Committee (PAC) in each building consisting of five (5) members appointed by the Association and up to three (3) members appointed by the Principal.
2. The Committees shall meet at mutually agreeable times, outside the workday, at least six (6) times per year, for the purpose of discussing issues of concern.
3. The PAC will alternate the responsibility for the development of the meeting agenda between the REA and the Principal.

4. The REA will have the responsibility for dissemination of the meeting minutes within three (3) days of the meeting.
5. Any PAC meeting may be cancelled by mutual agreement of the Principal and the REA building designee.

ARTICLE 31. TUTOR PROVISIONS

A. SALARY

a. Base Rate

2009 - 2010	\$17.08
2010 - 2011	\$17.50
2011 - 2012	\$17.93

b. Years of Service (Index)

0	1.00
1	1.04
3	1.08
5	1.12
10	1.16

c. Tutor Salary Schedules

<u>2010 - 2011</u>		<u>2011 - 2012</u>	
Step 0	\$17.50	Step 0	\$17.93
Step 1	\$18.20	Step 1	\$18.65
Step 3	\$18.90	Step 3	\$19.37
Step 5	\$19.60	Step 5	\$20.09
Step 10	\$20.30	Step 10	\$20.80

This pay shall be forthcoming for each hour regularly scheduled, regardless of student attendance, and each hour for daily planning and attendance at meetings with the Administration, teachers, or parents.

B. WORK YEAR

The tutor work year shall be one hundred eighty-four (184) workdays which includes two (2) parent conference days.

Effective 2013-2014 school year will be one hundred eighty-five (185) workdays which includes two (2) parent conference days.

C. LAYOFF PROCEDURE

1. When, by reason of decreased student population in need of tutoring, return to duty of regular tutor after leaves of absence, suspension of schools, financial reasons, or territorial changes affecting the District, the Board may implement a reasonable RIF in accordance with Article 22 except as specified below.
2. Tutors shall be included on a separate seniority list for purposes of reduction in staff. Tutors whose contracts are suspended because of a reduction in staff will be notified thirty (30) days prior to any layoff and placed on a recall list for twenty-four (24) months.
3. The Board may also reduce hours, days, or positions of tutors based upon the availability of Federal funds.

D. CONTRACTS

Tutors shall not be eligible for tenure, but shall be issued contracts as follows:

- One year contract -- Upon initial employment
- One year contract -- Upon reemployment for second year
- Two year contracts -- All subsequent contracts shall be for two (2) years

E. INSURANCES

Tutors shall have the right to equal hospitalization and dental insurances as teachers.

**ARTICLE 32. EMPLOYMENT OF RETIRED
CERTIFIED/LICENSED PERSONNEL**

- A. The Board is authorized to fill any certificated/licensed vacancy with a previously retired certificated/licensed applicant [i.e. retired from any public school district in Ohio, including the Rittman Exempted Village School District].
- B. For purposes of salary schedule placement, a previously retired teacher (PRT) will be granted a maximum of ten (10) years' service credit upon initial employment. A PRT may not advance beyond Step 10 on the certificated/licensed salary schedule.
- C. PRTs will be credited with all earned training/education for purposes of salary schedule placement.
- D. PRTs will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.
- E. PRTs may be reemployed from year to year under limitations described in Paragraph D, above, with Board approval, but shall not be eligible for continuing contract status.

- F.** PRTs will not accrue seniority.
- G.** PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.
- H.** PRTs shall qualify for the health insurance plans according to STRS Rules issued by STRS and effective January 1, 2009.
- I.** Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of his/her last pre-retirement individual contract of employment in order to be considered for additional employment.
- J.** PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.
- K.** PRTs shall be eligible to apply for supplemental contract positions, but are not entitled to such position solely by virtue of their experience. Current employees who are otherwise qualified shall be given supplemental contracts prior to PRTs being considered for the same supplemental position.

ARTICLE 33. DURATION AND INTENT

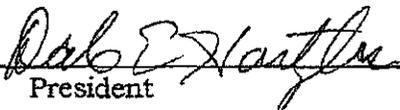
- A. All negotiated items between the Board and the Association that are not changed during the current round of negotiations shall remain in full force and effect and shall be carried forward automatically in writing to the new Contract.
- B. If there is any conflict between policy/rule with this Contract, this Contract shall be controlling.
- C. There shall be no reprisal against any bargaining unit member for any participation in or use of this Contract or negotiations thereof.
- D. "Days," in this Contract, unless otherwise specified, shall be Monday through Friday excluding federally recognized legal holidays.
- E. This Contract shall become effective July 1, 2011 and expires June 30, 2014.
- F. This Contract has been fully explained to and adopted by both the Board and the Association, who authorize their representatives to sign below this 24th day of March, 2011, at Rittman, Wayne County, Ohio.

FOR THE ASSOCIATION

FOR THE BOARD



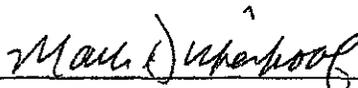
President



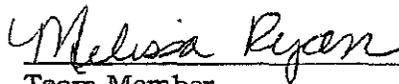
President



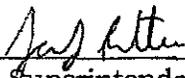
OEA Labor Relations Consultant



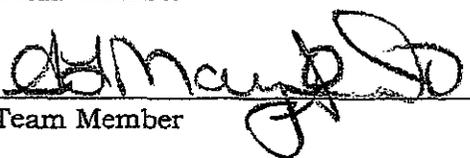
Treasurer



Team Member



Superintendent



Team Member



Team Member

**RITTMAN EXEMPTED VILLAGE SCHOOLS
APPLICATION FOR ASSAULT LEAVE**

Employee Name _____

Date Submitted _____

School Assigned _____

The undersigned says that he/she is hereby making application for the use of Assault Leave as provided in the current Negotiations Agreement between Rittman Board of Education and Rittman Education Association and that the use of such Assault Leave is justified for the following reason(s):

1. Describe reason for request:

2. Was/Is medical attention required:
Yes _____ No _____

3. If "Yes," please state the name and address of the physician and date(s) consulted:
Name _____
Address _____
Date Consulted _____

4. I hereby request _____ day(s) of assault leave beginning _____, 20____, and
ending _____, 20____.
(date) (date)

Signature of Employee

Approved _____
(Superintendent's signature)

Disapproved _____
(Superintendent's signature)

Reason _____

RITTMAN EXEMPTED VILLAGE SCHOOL DISTRICT

FORM A: GRIEVANCE PROCEDURE

COMPLAINT BY THE AGGRIEVED
(Please type or print)

Aggrieved Person _____ Date of Formal Presentation _____

Home Address of Aggrieved Person: _____

Phone _____

School _____ Principal _____

Years in School System _____

Subject Area or Grade _____

Name of Association Representative _____

STATEMENT OF GRIEVANCE: _____

ACTION REQUESTED: _____

Signature of Aggrieved Person
(REA)

RITTMAN EXEMPTED VILLAGE SCHOOL DISTRICT

FORM B: GRIEVANCE PROCEDURE

DECISION ON GRIEVANCE

(To be completed by principal, administrator or Board of Education at whatever step of the grievance procedure is appropriate.)

Aggrieved Person _____

Date of Formal Grievance Presentation _____

DECISION: _____

Date of Decision _____ (Signature and titles of person(s) rendering decision)

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision.

_____ I do not accept the above decision and hereby request that the grievance be carried to the next step in the procedure.

REASONS FOR REFUSAL REQUESTED: _____

Date of Response _____

Signature of Aggrieved Person
(REA)

TEACHER EVALUATION STEPS**Other Teachers On Limited Contract**

STEP	ACTION	LATEST COMPLETION DATE
1	Two (2) classroom observations and one (1) written evaluation prior to February 1.	February 1 in the year of evaluation
2	One (1) written evaluation given to the teacher not later than February 10.	February 10 in the year of evaluation
3	Two (2) classroom observations and one (1) written evaluation between March 1 and April 10.	Between March 1 and April 10 in the year of evaluation
4	Second (2) written evaluation given to teacher prior to April 15	April 15 in the year of evaluation

Limited Contract Teachers Who May Be Recommended for Non-renewal

STEP	ACTION	LATEST COMPLETION DATE
1	Two (2) classroom observations (minimum of 30 minutes each) by an administrator prior to December 10.	No later than December 10 in the year of evaluation.
2	One written evaluation given to the teacher no later than December 15.	December 15 in the year of evaluation.
3	Two (2) classroom observations (minimum of 30 minutes each) by administrator between February 15 and March 20.	Between February 15 and March 20 in the year of evaluation.
4	Second (2nd) written evaluation given to the teacher by March 25.	March 25 in the year of evaluation.

Tenured Teachers

STEP	ACTION	LATEST COMPLETION DATE
1	Two (2) classroom observations and one (1) written evaluation prior to April 15 every third year.	April 15 in the year of evaluation.

EVALUATION REPORT

Teacher _____ Grade _____ School _____

Observation(s)

1) Date _____ Time _____
Subject _____ Activity _____

2) Date _____ Time _____
Subject _____ Activity _____

RANKINGS:

S - Satisfactory

NI - Needs Improvement

N/A - Not Applicable

A. TEACHING TECHNIQUES

Lesson Reflects _____

1. Lesson Plans _____
2. Differences in student abilities _____
3. Use of instructional resources _____
4. Planning and sequencing of instruction _____
5. Use of differentiated questioning techniques _____
6. Appropriateness of student assignments _____
7. Clear communications with students _____
8. Involvement of students _____
9. Achievement of stated objectives _____
10. Understanding of the subject matter _____
11. Use of motivating techniques _____
12. Concrete relationship to the real world _____

B. CLASSROOM MANAGEMENT

Reflects _____

1. Efficient classroom routine _____
2. An atmosphere conducive to learning _____
3. Positive physical environment with relevance _____
4. Display of appropriate discipline _____
5. Evidence of positive behavior reinforcement _____

C. PROFESSIONAL CHARACTERISTICS

The Teacher _____

1. Is positive _____
2. Displays a genuine interest in the student _____
3. Demonstrates composure and self-control _____
4. Exhibits fairness and impartiality in dealing with students _____
5. Presents a professional appearance that is conducive to the learning process _____
6. Is skillful in adapting to changing classroom situations _____
7. Adheres to District and buildings objectives and policies _____

RECOMMENDATIONS FOR IMPROVEMENT/ASSISTANCE

COMMENDABLE POINTS

EVALUATOR COMMENTS

TEACHER RESPONSE

Teacher _____ Date _____

Evaluator _____ Date _____

CLARIFICATION OF TERMS FOR EVALUATION REPORT

Differences in student abilities: Grouping, different leveled materials, recognition of learning styles.

Use of instructional resources: Supplemental textbooks, charts, graphs, transparencies, equipment, community, multimedia.

Use of motivating techniques: Use of awards, recognition, element of surprise, contracts, positive reinforcement, parents.

Use of differentiated questioning techniques: Phrasing, level of questions, repetition, restatement.

Appropriateness of student assignments: Timing, length, level, variety, relevant to objectives.

Clear communications with students: Clarity of presentation, listens, exchange of ideas.

Involvement of students: Exchange of ideas, group work, evidence of participation, opportunity for students to evaluate instruction.

Achievement of stated objectives: Evidence of accomplishing what was stated.

Understanding of subject matter: Demonstrates current knowledge in field.

Planning and sequencing of instruction: Sequence of skills developed, sequence omissions, introductions, presentation, closures.

Efficient classroom routine: Organized procedures, movement, materials are ready, time on task, change of pace.

An atmosphere conducive to learning: Providing meaningful activities, positive atmosphere, positive climate.

Positive physical environment: Relevant bulletin boards and displays, seating, cleanliness.

Display of appropriate discipline: Teacher control, mutual respect, demonstrates concern for others, evidence of a discipline plan, students on task.

Evidence of positive behavior reinforcement: Verbal and non-verbal recognition of desired behavior changes, telephone calls, notes home, positive strokes, genuine praise.

Displays genuine interest in the student: Cares, understands age level characteristics, empathy, attends programs, and events.

Is positive: Willingness to consider ideas, sees the glass half-full, optimistic.

Demonstrates composure and self-control: Even tempered, admits own mistakes, accepts constructive criticism.

Exhibits fairness and impartiality in dealing with students: Consistently treats students equally and fairly, firm, listens.

Presents a professional appearance that is conducive to the learning process: Appropriate dress, grooming, positive mode.

Is skillful in adapting to changing classroom situations: Teacher handles change in plans, flexibility, adaptability and variations in school schedule that affect a lesson.

Lesson plans: Objectives, procedure, resources, evaluations, reflect course of study, varies strategies, in on time.

Concrete relationships to the real world: Lesson begins and ends with familiar and relevant referent for students.

Clarification of terms will be reviewed by the parties and expanded as necessary.

EVALUATION REPORT (OPTIONAL)

Name _____ Evaluator _____
School _____ Date _____
Grade/Subject/Position _____

JOB TARGET(S)

EVALUATOR'S COMMENT

TEACHER'S COMMENTS

S - Satisfactory
NI - Needs Improvement
NA - Not Applicable

CENTER FOR THE TEACHING PROFESSION

M. Master Teacher Program Requirements at a Glance

District Responsibilities:

- Establish a local committee
- Verify eligibility for candidates
- Communication
- EMIS report

Local Committee Responsibilities:

- Establish submitting, formatting and assembling requirements
- Establish district timeline
- Determine local procedures for review of applications and designation using state-designed forms
- Provide information about program to teacher candidates
- Score applications using rubric
- Communicate with district and teacher candidates
- Maintain records
- Submit EMIS forms to EMIS coordinator

Teacher Responsibilities:

- National Board Certified Teachers – submit page one of application
- All others: Eligibility Requirements
 - Professional Teaching License/ Certificate
 - Taught seven years
 - Work a minimum of 120 days
 - Work under a teaching contract
- Complete application, checklist, narrative and submit supporting evidence
- Acquire two recommendation forms

The Master Teacher Program, forms, training information and contact information can be found at:

<http://esb.ode.state.oh.us/> or

www.ode.state.oh.us , search keywords: *Master Teacher*

Master Teacher Program Overview

Ohio Senate Bill 2 directed the Educator Standards Board (ESB) to define a *master teacher* in a manner that can be used uniformly by all districts and to adopt criteria to use in determining whether a person is a master teacher.

Under SB 2, school districts must report the number of master teachers they employ into the education management information system (EMIS) beginning in fall 2008. The Ohio Department of Education is required to include the number of master teachers employed by each district on the district's and building's local report cards.

The Master Teacher Program is a way to recognize and honor teachers who go above and beyond district expectations. It creates a resource of teacher leaders to advance the profession and encourages high quality teachers to remain in the classroom.

For Master Teacher designation, the processes and procedures outlined below must be followed and the specified forms used.

[A – Master Teacher Definition and Criteria \(PDF\)](#)

[B – Master Teacher Processes and Procedures \(PDF\)](#)

[C – Master Teacher Application \(PDF\)](#)

[D – Master Teacher Scoring Guide \(PDF\)](#)

[E – Master Teacher Designation \(PDF\)](#)

[F – Master Teacher Candidate's Score Report \(PDF\)](#)

[G – Master Teacher Recommendation Form \(PDF\)](#)

[H – Candidate's Checklist for Submission of Materials \(PDF\)](#)

[I – EMIS Reporting Form \(PDF\)](#)

[J – Master Teacher Writing/Evidence Guidelines \(PDF\)](#)

[K – Master Teacher Examples of Evidence \(PDF\)](#)

[L – One-Page Version of Ohio Standards for the Teaching Profession \(PDF\)](#)

[M – Master Teacher At a Glance \(PDF\) \(program requirements\)](#)

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