

STATE EMPLOYMENT  
RELATIONS BOARD

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# MASTER AGREEMENT

between the

**REVERE EDUCATION ASSOCIATION**

and the

**BOARD OF EDUCATION**

of the

**REVERE LOCAL SCHOOL DISTRICT**

**July 1, 2012 – June 30, 2015**

122

## TABLE OF CONTENTS

	<u>Title:</u>	<u>Page:</u>
<b>ARTICLE 1</b>	<b>RECOGNITION .....</b>	<b>1</b>
	1.01 Recognition .....	1
	1.02 Duration of Bargaining Recognition.....	1
<b>ARTICLE 2</b>	<b>BARGAINING PROCEDURE.....</b>	<b>2</b>
	2.01 Bargaining Team.....	2
	2.02 Scope of Bargaining.....	2
	2.03 Bargaining Time Lines .....	2
	2.04 Agreement.....	2
	2.05 Impasse .....	3
	2.06 Miscellaneous .....	3
	2.07 Mid-Term Negotiations .....	4
<b>ARTICLE 3</b>	<b>GRIEVANCE PROCEDURE.....</b>	<b>4</b>
	3.01 Definition .....	4
	3.02 Purpose.....	4
	3.03 General Provisions .....	5
	3.04 Grievance Form Data.....	6
	3.05 Grievance Procedure.....	6
	3.06 Arbitration.....	7
	3.07 Association Rights .....	8
	3.08 Confidentiality .....	8
<b>ARTICLE 4</b>	<b>ASSOCIATION RIGHTS.....</b>	<b>8</b>
	4.01 Exclusive Organizational Rights.....	8
	4.02 Use of School Facilities .....	9
	4.03 Bulletin Boards .....	9
	4.04 Use of Interschool Mail System.....	9
	4.05 Association Representatives Access to Bargaining Unit Members and/or Buildings.....	9
	4.06 Use of Bargaining Unit Members' Mailboxes.....	9
	4.07 Distribution/Display of Association Promotional Materials.....	10
	4.08 Dues Deductions .....	10
	4.09 Committee Representative .....	11
	4.10 Board Information.....	12
	4.11 Superintendent's Advisory Committee.....	12
	4.12 Faculty Advisory Council .....	12

	<u>Title:</u>	<u>Page:</u>
	4.13 Fair Share Fee .....	13
	4.14 REA Stipend .....	14
<b>ARTICLE 5</b>	<b>EMPLOYMENT PRACTICES .....</b>	<b>14</b>
	5.01 Teacher Employment Status: Full-Time/Part-Time.....	14
	5.02 Staff Reductions.....	16
	5.03 SSP Reductions.....	19
<b>ARTICLE 6</b>	<b>WORKING CONDITIONS .....</b>	<b>20</b>
	6.01 School Year.....	20
	6.02 School Day.....	23
	6.03 Class Size.....	27
	6.04 Teacher Materials and Supplies.....	28
	6.05 Substitute Teachers .....	29
	6.06 Mentor Teacher Program .....	29
	6.07 Computer Technology .....	31
	6.08 Tuition Free.....	31
	6.09 Intensive Scheduling.....	32
	6.10 Floating Substitutes.....	32
	6.11 Training.....	32
<b>ARTICLE 7</b>	<b>EVALUATION .....</b>	<b>32</b>
	7.01 Purpose.....	32
	7.02 General.....	32
	7.03 Method.....	33
	7.04 Appeals .....	37
	7.05 Intent .....	37
	7.06 Evaluation of Support Staff .....	37
<b>ARTICLE 8</b>	<b>DISCIPLINE AND DISCHARGE .....</b>	<b>38</b>
	8.01 Teacher Discipline and Discharge .....	38
	8.02 Support Staff Discipline and Discharge.....	39
<b>ARTICLE 9</b>	<b>PERSONNEL FILES.....</b>	<b>39</b>
	9.01 Official File.....	39
	9.02 Contents .....	39
	9.03 Access .....	40
	9.04 Removal of Materials.....	40
	9.05 Confidentiality .....	40

	<u>Title:</u>	<u>Page:</u>
<b>ARTICLE 10</b>	<b>VACANCY, TRANSFER, PROMOTION &amp; ASSIGNMENT ...</b>	<b>40</b>
	10.01 Vacancy.....	40
	10.02 Transfer .....	41
	10.03 Posting of Vacancy .....	41
	10.04 Teacher Assignment.....	41
	10.05 Support Staff .....	42
<b>ARTICLE 11</b>	<b>LEAVES OF ABSENCE .....</b>	<b>43</b>
	11.01 Sick Leave.....	43
	11.02 Personal Leave .....	44
	11.03 Sabbatical Leave .....	44
	11.04 Assault Leave.....	46
	11.05 Extended Family Illness Leave .....	46
	11.06 Maternity/Adoption/Paternity Leave .....	47
	11.07 Illness or Disability Leave .....	48
	11.08 Reinstatement from Leave .....	48
	11.09 Association Leave.....	48
	11.10 Other Leaves .....	48
	11.11 Benefits While on Leave.....	48
	11.12 Professional Leave.....	49
	11.13 Job Sharing.....	49
	11.14 Military Leave.....	49
	11.15 Compulsory Leave .....	49
<b>ARTICLE 12</b>	<b>PAY PRACTICES .....</b>	<b>50</b>
	12.01 Salary Placement and Adjustment .....	50
	12.02 Pay Dates .....	50
	12.03 Severance Pay .....	51
	12.04 Retirement Benefit: Certified Staff.....	51
	12.05 IRS Section 125 Plan .....	52
	12.06 STRS/SERS Deduction.....	52
<b>ARTICLE 13</b>	<b>SALARY SCHEDULES .....</b>	<b>53</b>
	13.01 Regular: Certificated/Licensed .....	53
	13.02 Regular: Support Staff .....	53
	13.03 Supplemental.....	54
	13.04 Class Substitution by Teacher.....	55
	13.05 Extended Time Contract .....	55

	<b><u>Title:</u></b>	<b><u>Page:</u></b>
<b>ARTICLE 14</b>	<b>INSURANCE.....</b>	<b>55</b>
	14.01 Family and Medical Leave Clause .....	55
	14.02 Life Insurance.....	55
	14.03 Health Insurance & Prescription Drug .....	55
	Summary of Benefits: .....	61
	14.04 Dental Plan .....	64
	14.05 Health Care Committee.....	64
	14.06 Vision Plan .....	65
<b>ARTICLE 15</b>	<b>LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE..</b>	<b>65</b>
<b>ARTICLE 16</b>	<b>TECHNOLOGY UTILIZATION .....</b>	<b>66</b>
	16.01 Student Usage.....	66
	16.02 Teacher Notification.....	66
	16.03 Employee Usage.....	66
	16.04 Review .....	66
<b>ARTICLE 17</b>	<b>SPECIAL NEEDS/IEP PROVISIONS .....</b>	<b>67</b>
	17.01 Special Needs/IEP Provisions.....	67
	17.02 Individualized Education Plan (IEP) .....	67
	17.03 Specialized Health Care Procedures.....	68
	17.04 Support Services.....	68
	17.05 Evaluation Impact .....	68
	17.06 Compensation for IEP Meetings.....	68
	17.07 Consistency with the Law .....	68
	17.08 Equitable Distribution .....	68
	17.09 Release Time/IEP Preparation .....	69
<b>ARTICLE 18</b>	<b>HEALTH &amp; SAFETY .....</b>	<b>69</b>
	18.01 Maintenance of Health & Safety .....	69
	18.02 Health Supplies .....	70
	18.03 Administering Medications.....	70
	18.04 No Reprisals .....	71
	18.05 Safety Committee.....	71

	<u>Title:</u>	<u>Page:</u>
<b>ARTICLE 19</b>	<b>PARENTAL CONCERN PROCEDURE</b> .....	72
	19.01 Purpose .....	72
	19.02 Informal Resolution .....	72
	19.03 Formal Written Resolution .....	72
	19.04 General Provisions .....	72
<b>ARTICLE 20</b>	<b>SUPPORT STAFF WORKING CONDITIONS</b> .....	73
	20.01 Overtime/Extra Duty.....	73
	20.02 Technology Training.....	73
	20.03 Support Staff Substitutions .....	73
<b>ARTICLE 21</b>	<b>GENERAL PROVISIONS</b> .....	73
	21.01 Continuous Performance.....	73
	21.02 Rights.....	74
	21.03 Complete Agreement .....	74
	21.04 Contrary to Law .....	74
	21.05 Individual Contracts & Salary Notices.....	74
	21.06 Printing of Agreement.....	77
	21.07 Duration.....	78
	Signatures .....	78

**APPENDICES**

A	Grievance Form.....	79
B	Teacher Observation Report .....	81
C	Pre-Conference Information for Classroom Observation.....	84
D	Teacher Evaluation Form.....	85
E	Library Observation Form .....	86
F	Librarian Evaluation Report .....	88
G	Goal Setting Report.....	89
H	Support Staff Performance Evaluation .....	91
I	Categories for Evaluating Support Staff Employees ....	93
J	Teacher’s Request for Personal Leave of Absence.....	94
K	Salary Index .....	96
L	Salary Schedule 7/1/12-6/30/15.....	97
M	Support Staff Salary Index.....	98
N	Support Staff Salary Schedule 7/1/12-6/30/15 .....	99
O	Waiver Agreement: Job Sharing.....	100
P	Supplementary Contracts Salary Schedule.....	102
Q	Sick Leave Transfer Notice .....	106
R	Staff Network & Internet Acceptable Use & Safety Agreement.....	107
	<b>INDEX</b> .....	109

## **ARTICLE 1. RECOGNITION**

### **1.01 RECOGNITION**

The Board recognizes the Revere Education Association as the sole and exclusive representative and negotiating agent for certified personnel as defined in Section 4117.01(I) of the Ohio Revised Code, certificated/licensed regularly scheduled Learning Disability Tutors, all of whom hereinafter referred to as "teachers," Building Secretarial Employees, Library Media Assistants, Intervention Assistants, and Instructional Assistants.

Those excluded from the bargaining unit shall be limited to Supervisor and Management Level Employees, casual substitute teachers who work less than sixty (60) days, other tutors, technology support specialists, and casual employees as defined below; provided, however, that substitute teachers who work sixty (60) or more consecutive workdays in the same assignment, in a school year, shall, as of the sixtieth (60th) day, be deemed included in the bargaining unit.

"Supervisor and Management Level Employees" shall be defined as persons who by contract and certification/licensure are the Superintendent, Directors, Principals, Assistant Principals, Certified District Supervisors, Administrative Coordinators, or any other certificated/licensed employee who has the authority to hire, recommend employment, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline, other certificated/licensed employees; to responsibly direct them; to adjust their grievances; or to effectively recommend such action if the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment; provided, however, that certificated/licensed employees who are Department Chairpersons or teachers shall not be deemed Supervisors, but shall be members of the Association's bargaining unit.

"Casual Employee" shall be defined as a person who is employed for intermittent periods of time.

No teacher as defined in Ohio Revised Code 3319.09 shall be designated as a Supervisor or a Management Level Employee unless he/she is employed under a contract governed by Ohio Revised Code 3319.01, 3319.011, or 3319.02, and holds a license designated for being a superintendent, assistant superintendent, principal, director, or supervisor issued under Ohio Revised Code 3319.22.

### **1.02 DURATION OF BARGAINING RECOGNITION**

Recognition of the Association as the sole and exclusive representative of members of the above defined bargaining unit shall be for the term of this Contract, without challenge, as provided for in Sections 4117.04(A) and 4117.05(B) of the Ohio Revised Code, and will continue thereafter until and/or unless a challenging employee organization is legally successful in gaining exclusive representative rights as provided for and in strict compliance with the provisions set forth in Sections 4117.05 and 4117.07 of the Ohio Revised Code.

## **ARTICLE 2. BARGAINING PROCEDURE**

### **2.01 BARGAINING TEAM**

Negotiations will be conducted through meetings of negotiators selected by the Board of Education and negotiators selected by the Association. Teams shall be limited to no more than six (6) persons each.

### **2.02 SCOPE OF BARGAINING**

The parties shall bargain collectively and in good faith with regard to all matters pertaining to wages, hours, or terms and other conditions of employment, and continuation, modification or deletion of existing provisions, and any other items mutually agreed upon.

### **2.03 BARGAINING TIME LINES**

- A. Requests for commencement of negotiations shall be given not less than ninety (90) days prior to the expiration date of the Contract. Requests from the Association shall be made directly to the Superintendent or, in his/her absence, to his/her designee; requests from the Board will be made to the President of the Association. A mutually convenient meeting date shall be set within fifteen (15) days of the date of request.
- B. Negotiations will begin no later than sixty (60) days prior to the expiration of this Agreement. All meetings shall be mutually scheduled. The date, time and place of the next meeting will be established before adjournment of each meeting.

### **2.04 AGREEMENT**

- A. During the course of negotiations, items agreed to shall be reduced to writing and initialed by representatives of each negotiating team. It is understood that such signing or initialing shall be tentative only, subject always to further developments in negotiations on other matters and/or to final agreement on all proposals.
- B. When the final agreement is reached on all proposals, the Agreement shall be reduced to writing and promptly submitted for ratification by the Association. Upon such ratification, it will be submitted to the Board for adoption by formal resolution and will be entered into the minutes of the Board, whereupon the terms of the Contract shall be implemented.
- C. Modifications to an existing agreement should follow the same procedures as in Section 2.04B, above, and be evidenced by addendums to the original agreement.

## 2.05 IMPASSE

If an agreement is not reached not less than fifty-one (51) days before the expiration of the current agreement, either party may declare the unresolved issues to be at impasse. If either party declares impasse, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to appoint a mediator for the purpose of assisting the parties in reaching an agreement. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of ten (10) days or until the expiration date of the Contract, whichever is less.

It is agreed that the procedures set forth in this Section constitute a mutually agreed Dispute Settlement Procedure which supersedes the procedures contained in ORC 4117.14, except that the Association does retain the right to strike by following the procedures required in ORC Chapter 4117.

## 2.06 MISCELLANEOUS

### A. Negotiations Notes

Each of the parties may take notes of each session as desired. All negotiations shall be held in private.

### B. Exchange of Information

During the period of negotiations, the Board and the Association agree to provide each, upon request, all public information it regularly and routinely prepares concerning the issue(s) under consideration.

### C. Submission of Issues

Proposals shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation which, if agreed to by the other party, shall express the whole agreement between the parties with respect thereto. Topical listing of items proposed for negotiations ("laundry lists") shall constitute a clear failure of compliance with this requirement and may be disregarded. All issues proposed for negotiations shall be submitted by the parties at the first meeting.

No new issues shall be submitted thereafter without the mutual agreement of the negotiating teams. All proposals and counterproposals shall be submitted in writing.

D. Assistance

The parties may call upon professional or lay consultants to consider matters under discussion and to make suggestions. Said consultants shall not be present at the negotiations except by mutual consent and prior notification. The cost of such consultants shall be borne by the parties requesting them.

**2.07 MID-TERM NEGOTIATIONS**

- A. Midterm bargaining shall be viewed by the parties as an activity necessitated only under extenuating circumstances or by mutual agreement of the parties. Should compliance with a state or federally mandated or adopted action or program be highly likely to have a detrimental impact upon the District if not implemented, then the Board shall first explore, in good faith, methods of compliance which do not adversely impact Members' wages, hours, term and/or conditions of employment. Thereafter, if not resolved, the parties will engage in midterm bargaining in a good faith effort to reach agreement on any and all outstanding issues presented.
- B. Before restructuring any school(s) as a result of state or federally mandated actions, assessments or sanctions, the Board will provide the Association with an adequate opportunity to review data and information upon which the determination to restructure is believed to be based and consider any input provided by the Association at least fourteen (14) calendar days prior to any action by the Board. To the extent that any proposed change affects wages, hours, terms and/or other conditions of employment, such changes shall be subject to midterm bargaining as set forth in 2.07(A) above.

**ARTICLE 3. GRIEVANCE PROCEDURE**

**3.01 DEFINITION**

A "grievance" is an alleged violation of a specific Article or Section of this Agreement.

**3.02 PURPOSE**

It is the intent of the Board and the Association that grievances be resolved at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use.

### 3.03 GENERAL PROVISIONS

- A. Any grievance shall be initiated within twenty-five (25) days of when the grievant knew or should have known of the alleged violation.
- B. "Days" shall refer to working days.
- C. An "aggrieved party" is a bargaining unit member, group of bargaining unit members who submit a grievance, or the Association. The Association shall have the right to file a grievance, if the subject matter involved concerns:
  - 1. An alleged violation of the Negotiated Contract, with respect to rights and privileges granted to the Association, its officers, or its representatives, as such.
  - 2. An alleged violation of the Negotiated Contract, with respect to a matter affecting two (2) or more members of the bargaining unit. When judged feasible by the Association, the names of the grievants shall be listed on the Grievance Form.
- D. "Representative" shall be either the chairperson, and/or designee of the Professional Rights and Responsibilities (PR&R) Committee of the Association, and/or private counsel of the employee/employees.
- E. Submission Requirements
  - 1. When a written grievance is provided for under the grievance procedure hereinafter, it shall be submitted in writing on a form herein attached and shall identify the aggrieved party, the time and place of the alleged violation, the identity of the person(s) responsible for causing such alleged grievance, a general statement of the grievance, and the specific redress sought by the aggrieved party.
  - 2. A bargaining unit member, or group of bargaining unit members, may submit grievances which affect them personally. However, the Association shall have the right to initiate a grievance on behalf of any group of certificated/licensed employees. The names of all known affected parties shall be supplied if requested. In the event of such class action, the grievance shall be initiated at Level Three.
  - 3. The aggrieved bargaining unit member(s) may, at his/her or their own option, be represented during the grievance procedure by the Association, or by any representative(s) as defined in Paragraph D, above

4. In the event that an aggrieved bargaining unit member chooses to have a grievance processed without the participation of the Association, or the Association chooses not to process the grievance, the aggrieved shall be entitled to do so; but in that event, the aggrieved shall be liable for any expenses incurred therein including, but not limited to, a reasonable hourly charge for administrative time and attorneys. A written copy of the grievance, nonetheless, shall be sent to the President of the Association when the written grievance is submitted; and a written copy of the final settlement of the grievance, if any, will be sent to the Association President as soon as it is reached.
5. The time limitations set forth in this Article shall be deemed of essence, and the failure to submit a grievance within the time specified shall be deemed an abandonment of the grievance.

### **3.04 GRIEVANCE FORM DATA**

The Grievance Form shall contain the information contained in Section 3.03, E.1, above, plus a place for the grievant's signature and the signature of the Administrator receiving the grievance. Every effort shall be made to provide all relevant data on the Grievance Form. No grievance need be processed by the Administrator until such data is provided. The grievance will not be judged untimely for failure to provide the preceding information. The disposition of the grievance shall be in writing and signed by the individual rendering the decision. A copy of the Grievance Form and a Disposition of Grievance Form is attached as Appendix A of this document.

### **3.05 GRIEVANCE PROCEDURE**

#### Step One

When there is a grievance, the aggrieved party must attempt to resolve it informally with his/her Building Principal.

#### Step Two

If informal discussion does not resolve the problem to the satisfaction of the grievant, the grievant may file a formal, written grievance with the Building Principal within five (5) days of the informal discussion. The Principal will take action on the written grievance within five (5) days after receipt of the written grievance. Copies of his/her written decision will be sent to the grievant, PR&R Chairperson, and the Superintendent.

### Step Three

If the grievant is dissatisfied with the action of the Building Principal at Step Two, or if no action is taken within five (5) days of the appeal, the grievant may refer the grievance, in writing, to the Superintendent within ten (10) days after filing the grievance with the Building Principal. A copy of the appeal will be sent to the Building Principal.

The Superintendent or his/her designee shall meet with the grievant and representative(s) of the grievant within five (5) days of the receipt of the referral.

A written disposition of the grievance, including the reasons for the decision, will be sent to the employee, the representative(s), if any, and the Principal within five (5) days after the meeting; provided, however, that the Superintendent or his/her designee shall not include in such written reasons any information which he/she and the employee deem to be confidential as to the employee, unless such employee provides the Superintendent or his/her designee with a written consent for releasing such information.

### Step Four

If the grievant is not satisfied with the disposition of the grievance at Step Three, or if no decision is reached within five (5) days, and the grievance involves an alleged violation, misapplication, or misinterpretation of a specific Article or Section of this Master Agreement, the grievance may be appealed to the Board of Education by filing written notice with the Superintendent within ten (10) days after meeting with the Superintendent. Within five (5) days after receiving the appeal, appeal of the grievance, which hearing will not be later than the next regularly scheduled Board meeting or twenty (20) days from receipt of the appeal, whichever shall later occur.

The Board will render its decision no later than five (5) days following the hearing of the appeal. Copies of the Board's decision shall be sent by the Treasurer to the employee, his/her representative(s), the PR&R Chairperson, the Superintendent, and the Building Principal.

## **3.06 ARBITRATION**

### Step Five

If no decision is rendered as set forth in Step Four, or if the grievance is not satisfactorily resolved under Step Four, the aggrieved party may, not later than ten (10) days after receipt of the answer under Step Four, refer the grievance to arbitration by requesting that the American Arbitration Association (AAA) propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent, the grievant, and the PR&R Chairperson. Upon receipt of the names of the proposed arbitrators, the designee of the Superintendent and a designee of the Association or the grievant, if the Association has not chosen to process the grievance, shall alternately strike names from the list until one (1) ultimately is designated as the arbitrator.

- A. The arbitrator shall be empowered only to base his/her decision upon grievances as defined in Section 3.01, above; and shall have no power to add to, subtract from, or modify those documents referred to in Section 3.01, above, by implication or otherwise.
- B. The decision of the arbitrator, if rendered within and in accordance with the above stated power, shall be binding upon the parties.
- C. Cost of Arbitration

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association; or if the Association has chosen not to process the grievance, the grievant shall be liable for all expenses incurred therein including, but not limited to, a reasonable hourly charge for administrative time and attorney's fees. All other expenses shall be borne by the parties incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

### **3.07 ASSOCIATION RIGHTS**

- A. The Association shall have the right to attend all grievance related hearings or discussions at Step Two through Step Five.
- B. The Association shall have the right to present its views at all such sessions.
- C. The PR&R Chairperson shall receive copies of all correspondence, records, notices, opinions, and discussions related to all grievances. Reasonable copying expenses shall be borne by the Association.

### **3.08 CONFIDENTIALITY**

Every effort shall be made by the parties to this Agreement to preserve the confidentiality of all records, documents, and information pertaining to alleged grievances.

## **ARTICLE 4. ASSOCIATION RIGHTS**

### **4.01 EXCLUSIVE ORGANIZATIONAL RIGHTS**

Rights and privileges provided in this Section shall be exclusively granted to the Association as the sole and exclusive bargaining agent.

**4.02 USE OF SCHOOL FACILITIES**

The Association and/or its representatives shall have the right to use the school buildings and equipment as a Category #1 group for school activities as set forth in the established procedures for school building use and the use of the athletic fields.

**4.03 BULLETIN BOARDS**

Bulletin boards to be used by the Association shall be designated by agreement between the Building Principal and the Association Representative.

**4.04 USE OF INTERSCHOOL MAIL SYSTEM**

The Association shall have, without charge, use of the Interschool Mail System for communications to bargaining unit members, and said service shall be used only for official business, activities, and meetings of REA. The Interschool Mail System shall not be used to distribute any matters derogatory or disparaging of the faculty, Administration or Board.

**4.05 ASSOCIATION REPRESENTATIVES ACCESS TO BARGAINING UNIT MEMBERS AND/OR BUILDINGS**

The Association shall have the right to have its agents and/or officers contact bargaining unit members during the regular school day.

- A. Said contacts shall not interrupt instructional time of bargaining unit members.
- B. Said officers or agents may make school visitations during the regular school day to confer with bargaining unit members during their free time by observing normal check-in procedures through the Principal's office.
- C. With timely notice from the Association regarding the identification of the Association President for the coming year, the Administration will make a good faith attempt to schedule the Association President's day so that this individual will have the opportunity, with approval of the Superintendent or his/her designee, to deal with important Association matters during the school day.

**4.06 USE OF BARGAINING UNIT MEMBERS' MAILBOXES**

The Association shall have the right to place materials into individual bargaining unit member's mailboxes in school buildings.

#### 4.07 DISTRIBUTION/DISPLAY OF ASSOCIATION PROMOTIONAL MATERIALS

No promotional materials (decals, posters, signs, etc.) from any group or organization, including REA/OEA/NEA, will be affixed, in any way, to any surface in any school building except the building staff room, bargaining unit member offices, copy room, mail room or designated bulletin boards as specified in Section 4.03, above, unless approved by the Superintendent. All such materials affixed in the accepted areas shall be done so in a tasteful manner.

No group or organization's, including REA/OEA/NEA, publications which promote the educational or political ideals of the sponsoring group shall be given to or sent home with students, unless approved by the Superintendent.

#### 4.08 DUES DEDUCTIONS

A. Deduction of yearly Association dues and/or fees shall be authorized for payroll deduction to the Treasurer of the school by the bargaining unit member for the following:

1. Local Education Association and its affiliates.
2. Annuities:

All employees of the District shall have the opportunity to establish or amend an annuity agreement during the school year. The Treasurer's office shall prescribe the documentation required to establish or amend an agreement. The required documentation shall be submitted three weeks in advance of the implementation date that the change will take place. Terminating participation in an annuity agreement may be affected at any time during the year.

##### Retirement Option:

Employees of the District who have submitted in writing their intent to resign for purposes of retirement and whose requests have been approved by the Revere Board of Education, shall have the opportunity to amend their annuity agreement for a thirty (30) day period concluding three (3) weeks prior to the effective date of their retirement. All required documentation listed above applies to this option.

3. Credit Union
4. United Way

5. FCPE:

These deductions will be permitted at no charge to the employee as long as the deductions coincide with the same deduction period and requirements as dues deductions and are for at least Two Dollars (\$2.00) per deduction.

- B. No later than October 15 annually, a list of the bargaining unit members requesting standard payroll deductions or continuous payroll deductions for membership in the Association shall be submitted to the Treasurer.
- C. The President of the Association shall, by September 1, annually, certify to the Treasurer of the Board the amount of annual dues deduction for the ensuing school year.
- D. Dues deductions shall be made in ten (10) equal payments beginning in November and ending in March, annually.
- E.
  - 1. The Board agrees to honor continuous dues deduction authorizations executed in accordance with this Article. Such authorization may be revoked only in writing, with such revocation received by the office of the Treasurer during the period of September 1 through September 15 each year.
  - 2. If the bargaining unit member leaves the employ of the Board prior to complete payment of the dues owed for that year, the remainder owed shall be deducted from the final paycheck of the member. It shall be the responsibility of the Association to collect the remainder after the final deduction, if the paycheck is insufficient to pay the dues owed. This provision shall not apply if appointment is ended due to the death of the bargaining unit member.
- F. All monies from Association memberships shall be remitted to the Association Treasurer in a timely manner.

**4.09 COMMITTEE REPRESENTATIVE**

- A. When committees are formed to consider such things as possible changes in programs, curricula, subject areas, texts or supplemental materials, teachers, and administrative personnel from the buildings, or subject areas affected, shall be included on such committees. Consideration shall be given, when appointing members to the committee, to persons who have volunteered. As professional educators, teachers are expected to participate in areas of his/her expertise; however, no teacher shall be required to serve.
- B. In ongoing committees, an attempt will be made to continue fifty percent (50%) of the membership on said committees.

#### **4.10 BOARD INFORMATION**

The Board agrees to provide the Association with one (1) copy of the agenda, appropriate attachments and minutes of each regular Board meeting twenty-four (24) hours before the scheduled Board meeting. A copy of any addendum to the agenda will be provided to the Association when it is presented to the Board.

#### **4.11 SUPERINTENDENT'S ADVISORY COMMITTEE**

The Superintendent will determine the composition and size of the Superintendent's Advisory Committee. The REA Executive Board shall select at least four (4) classroom teachers (one from each building) employed by the District and one (1) SSP employed by the District to serve on the committee. The other members of the Superintendent's Advisory Committee will be selected and appointed by the Superintendent. The Superintendent will determine the time, dates and location of the meetings.

#### **4.12 FACULTY ADVISORY COUNCIL**

- A. A Faculty Advisory Council (FAC) shall be formed in each building. The Building Principal and the Association representative(s) shall meet at the beginning of each school year to establish a schedule of meetings and to determine the membership of the Council. The number of members for the Association, in a given building, shall not exceed the greater of one of the following:
1. the number of grade levels in a building; or
  2. the number of teams in a building; or
  3. the number of departments in a building.
- A regular schedule of meetings is intended; however, sessions may be convened as needed.
- B. The Building Principal shall serve as a chairperson of the FAC and shall establish an agenda, with input from the building faculty, which shall be published in advance of each meeting.
- C. The focus of Council discussion is for school improvement. Matters of building importance, including issues of building procedures affecting teachers, may be included on the FAC agenda for discussion.
- D. The agenda for each meeting will be forwarded to the Superintendent.
- E. The provisions of this Article/Section are not intended to negate or to expand Article 3 (Grievance Procedure) of this Agreement.

#### 4.13 FAIR SHARE FEE

A. Payroll Deduction of Fair Share Fee

The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a Fair Share Fee for the Union's representation of such nonmembers during the term of this Contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred percent (100%) of the unified dues of the Union, shall be transmitted by the Union to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Employer agrees to promptly transmit all amounts deducted to the Union.

C. Schedule of Fair Share Deductions

1. All Fair Share Fee Payers:

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 school year, the payroll deduction shall commence on the first date on or after the later of:

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

2. Upon Termination of Membership During the Membership Year:

The Treasurer of the Board shall, upon notification from the Union that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

D. Transmittal of Deductions

The Employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.

E. Procedure for Rebate

The Union represents to the Employer that an Internal Rebate Procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

F. Entitlement to Rebate

Upon timely demand, nonmembers may apply to the Union for an advance reduction/ rebate of the Fair Share Fee pursuant to the Internal Rebate Procedure adopted by the Association.

**4.14 REA STIPEND**

The Revere Education Association (REA) President, Vice-Presidents, Secretary, Treasurer, and other members paid a stipend by the REA have the option to be paid a stipend by the Board as identified by the REA. The REA shall reimburse the Board the cost of the stipends, city/state/federal taxes, workers' compensation, Medicare and any applicable retirement costs payable to the Ohio STRS/SERS.

**ARTICLE 5. EMPLOYMENT PRACTICES**

**5.01 TEACHER EMPLOYMENT STATUS: FULL-TIME/PART-TIME**

- A. Teachers shall normally be hired as full-time employees. The only exception shall be the employment of part-time teachers when there is insufficient enrollment in a grade level, course of study or specialized circumstance that necessitate less than a full-time teacher.
- B. There shall not be proliferation of part-time positions; and full-time positions shall not be divided into two (2) part-time positions unless requested by the full-time teacher or conditions listed in Section A, above.

C. Part-time teachers can be employed in the following percentages:

One-third (1/3), half-time (1/2) or two-thirds time (2/3)

This part-time frame is excluding an unpaid lunch but includes a percentage of daily planning/conference time. Part-time teachers are not required to attend Team or Department meetings but are required to attend Faculty/Staff meetings.

At the Revere High School: under the current Trimester Schedule:

One-third (1/3) teacher	NO planning time	One (1) class
One-half (1/2) teacher	NO planning time	Two (2) consecutive classes*
Two-thirds (2/3) teacher	NO planning time	More than two (2) but less than five (5) consecutive classes

\* Teachers eligible to receive health benefits in the 2007-2008 school year may continue to be eligible for receipt of health benefits

At Revere Middle School:

One-third (1/3) teacher	NO planning	Two (2) consecutive	No duties
Half (1/2) teacher	Forty (40) minutes planning	Three (3) consecutive	No duties
Two-thirds (2/3) teacher	Forty (40) minutes planning	Four (4) consecutive	No duties

At Elementary Schools:

One-third (1/3) teacher	Twenty (20) minutes planning	Up to 140 minutes	No duties
Half (1/2) teacher	Twenty (20) minutes planning	Up to 210 minutes (4 to 5 classes)	No duties
Two-thirds (2/3) teacher	Forty (40) minutes planning	Six (6) classes	No duties

D. No full-time teacher shall be required to take a part-time position.

## 5.02 STAFF REDUCTION

If the Board of Education determines it necessary to reduce the number of teachers, it shall do so by the suspension of teacher contracts using the following procedure:

### Section A.

1. No teacher shall have his/her continuing or limited contract suspended with an effective date during the term of the normal school year, when such reductions are the result of decreased enrollment.
2. The Board shall act on or before April 30<sup>th</sup> to implement a RIF for the succeeding school year. Any staff reductions as determined by the Board shall have an effective date of no sooner than the first day of the affected bargaining unit member's contract for the succeeding school year.

### Section B. Seniority

For the purpose of the suspension of contracts under this Section, seniority shall be determined as follows:

1. There will be two seniority lists. The names of all teachers on continuing contracts in the District shall appear in order of seniority on a list in each of their teaching fields for which they are certificated/licensed. The names of all teachers on limited contracts in the District shall appear in order of seniority on a list in each of the teaching fields for which they are certified/licensed.
2. Unless approved by the Superintendent, teachers shall maintain the areas of certification/licensure they held at the time of their employment or in which they have been assigned while employed in Revere.
3. Seniority shall be determined by length of continuous service in the school system. Seniority shall accrue for all time a teacher is on active pay status or receiving workers' compensation benefits. Time spent on inactive pay status shall not contribute to accrual of seniority and shall not constitute a break in seniority.
4. Continuous service will commence with the first day of active employment in the school year in which the employee is hired. Among those with the same length of continuous service, seniority shall be determined by:
  - a. The date of the Board meeting at which the teacher was hired;
  - b. If the tie remains, the date the letter of intent is signed for employees hired for the 2008-2009 school year and thereafter;

- c. If the tie still remains, the tie shall be broken by lottery with an Association representative present.

5. Availability of Lists:

At least fifteen (15) calendar days before the Board action to reduce the number of teachers, the Association President shall receive, in writing, a tentative list of the positions in each teaching field affected by the reduction in teachers. In addition, as of October 15<sup>th</sup> of each school year, the seniority lists for all teachers as defined in Section 2.a, above, shall be available for review by the Association, and posted in each building.

6. Notification of Teachers:

Any teacher whose contract is to be suspended as the result of a reduction in teachers shall be notified, in writing, of his/her intended suspension at least fifteen (15) calendar days prior to the next regularly scheduled Board meeting at which the action is to be taken; provided, however, the suspension shall not become effective sooner than thirty (30) days after said action.

Section C. Suspension of Contracts

1. Teachers holding limited contracts shall be reduced in accordance with their seniority in their teaching field.
2. Continuing contract teachers shall be suspended only after all limited contracts in the teaching field; the least senior continuing contract teacher in the teaching field will be reduced first.
3. Teachers holding continuing contracts shall be placed in a teaching assignment outside their teaching field for which they have certification/licensure and greater seniority. Limited contract teachers who are certificated/licensed in more than one (1) teaching field will be placed in a teaching assignment outside their teaching field for which they have certification/licensure and greater seniority, if initially hired to teach or have taught in the other teaching fields subsequent to their employment by the Board.

Section D. Recall

1. Any teacher on the recall list whose continuing contract has been suspended shall be recalled in inverse order of contract suspension, provided he/she is or becomes certified for the vacancy.
2. Any teacher on the recall list whose limited contract has been suspended shall be recalled in inverse order of contract suspension to a vacancy in the teaching field

from which he/she was suspended, or the teaching field in which he/she was initially hired or has taught in the District.

3. In the event that a vacancy becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.
4. If a teacher fails to accept active employment status within fifteen (15) calendar days [five (5) calendar days if after August 15] from date said notification was delivered, said teacher shall be considered to have declined said offer and shall be removed from the recall list.
5. A teacher on the recall list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of Sick Leave, and salary schedule placement as said teacher had at the time the contract was suspended.
6. Limited contract teachers shall remain on the recall list for a period of fifteen (15) months from the last day of active employment by the District unless the teacher has accepted, prior to such time, active employment in another school district. "Active employment" shall be defined as the contract year.
7. Continuing contract teachers shall remain on the recall list in accordance with law, unless the teacher has accepted active employment in another school district. "Active employment" shall be defined as the contract year.

#### Section E. Involuntary Transfer Resulting From Staff Reduction

Any teacher forced to move from building to building, or from one teaching field to another, as a result of the application of these procedures, may request in writing re-assignment to the previous building or teaching field. The request shall be filed with the Superintendent on or before June 15. If the request is not granted, the teacher will be notified on or before June 30 and, if requested, will be given the reason(s) for denial of the request.

#### Section F. Supersedes the Law

The provisions of this staff reduction shall supersede the provisions of Section 3319.17 of the Ohio Revised Code

#### Section G. Administrator Returning to Bargaining Unit

Effective for any administrator or non-bargaining unit member hired after August 1, 2006, it is the agreement of the parties that those individuals shall have no rights to cause the suspension of the employment contract of any current bargaining unit member.

### 5.03 SSP REDUCTIONS

If the Board of Education determines it necessary to reduce the number of classified bargaining unit members in a job classification, as listed in Article 1 of this Agreement, it shall do so by the following procedures:

- A. The Board shall act on or before April 30<sup>th</sup> to implement a RIF for the succeeding school year. Any staff reductions as determined by the Board shall have an effective date of no sooner than the first day of the affected bargaining unit member's contract for the succeeding school year.
- B. The number of bargaining unit members affected by the reduction in force will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire, or otherwise vacate a position.
- C. Whenever it becomes necessary to lay off classified bargaining unit members, the affected staff members shall be laid off according to seniority within the classification category with the least senior employee laid off first.
- D. For reduction purposes there shall be two classification categories: (1) Building secretaries, and (2) Instruction Assistants/Intervention Assistants/Library Media Assistants.
- E. Seniority is defined by the length of continuous service in the school system. Continuous service will commence with the first day of active employment in the school year in which the employee was hired. Authorized leaves of absence and layoffs do not constitute an interruption in continuous service. In the case of identical seniority, seniority shall be determined by:
  - 1. The date of the Board meeting at which the bargaining unit member was hired.
  - 2. If the tie still remains, by date of application with the District.
  - 3. If tie still remains, by drawing lots.
- F. Classified bargaining unit members will be recalled from reduction in force in reverse order, that is those members last laid off are first to return. A written notice of recall shall be sent to the bargaining unit member by registered or certified letter addressed to the bargaining unit member's last known address. It shall be the responsibility of the bargaining unit member to notify the Board immediately of any change in address.

- G. If a classified bargaining unit member fails to accept active employment status within fifteen (15) calendar days from the date said notification was delivered, said bargaining unit member shall be considered to have declined said offer and shall be removed from the recall list.
- H. Those bargaining unit members on limited contracts shall remain on the recall list for a period of fifteen (15) months from the last day of active employment by the District.
- I. Those bargaining unit members on continuing contracts shall remain on the recall list for a period of twenty-four (24) months.
- J. Any bargaining unit member involuntarily transferred from one building to another building as a result of the application of above procedures may request in writing reassignment to the previous position or building. The request shall be filed with the Superintendent on or before June 15. If there is a vacancy in the previously held position, the reassignment at time of Reduction in Force shall be granted. If the request is not granted, the bargaining unit member will be notified on or before June 30th and, if requested, will be given the reason(s) for denial of the request.

## **ARTICLE 6. WORKING CONDITIONS**

### **6.01 SCHOOL YEAR**

- A. The school calendar shall be adopted annually by the Board of Education and shall designate:
  - 1. Workdays with students shall be a maximum of one hundred and eighty (180) days.
  - 2. Workdays without students shall be at least four (4) days.
    - a. One (1) Orientation day which shall be one-half (1/2) day for administrative meeting/in-service and one-half (1/2) day for individual teacher preparation.
    - b. One (1) Parent/Teacher Conference day.
    - c. Two (2) Records/In-service Days.

The day scheduled in January can be used for district-wide teacher in-service, a maximum of two (2) hours. This teacher in-service shall be scheduled either at the beginning of the day or the end of the day.

3. In the event that three (3) work days are scheduled by the Board during the student calendar, no less than the equivalent of one day will be used for teacher record keeping, and the remainder of the time will be used for professional development, collaboration and team planning.

The building administrator with input from the professional staff will determine the format and structure of these days.

- B. The school calendar proposal shall be developed by the Superintendent's Advisory Committee.
- C. The school calendar shall not include more than one hundred eighty-four (184) days for teachers.
- D. NEOEA Day

NEOEA Day shall not be scheduled as a workday and shall not be included as a contractual day on the calendar for bargaining unit members on less than a twelve-month contract. NEOEA day is an unpaid day for those bargaining unit members on less than a twelve-month contract. For those bargaining unit members on a twelve-month contract, NEOEA Day is a paid workday. This provision may be waived with the approval of the REA.

- E. School Year/Day For Classified Bargaining Unit Members

The workweek shall normally consist of five (5) days, Monday through Friday. Deviation from this may occur as the result of calamity days and resulting make-up days. The work year and day shall be as specified below:

<b>Title</b>	<b>Workdays</b>	<b>School Day</b>	<b>Paid Holidays</b>	<b>Follows Calendar</b>
Intervention/ Instructional Assistant	184	7 hours	8	Teachers'
Library Media Assistant	184	At least 30 hrs/week	8	Teachers'
Ten-Month Secretary	204	8 hours	8	Teachers' plus two (2) weeks before and after student school year.
Eleven-Month Secretary	214	8 hours	8	Teachers' plus three (3) weeks before and after student school year. Holidays and vacation.
Twelve-Month Secretary	249	8 hours	12	Holidays and vacation.

Except for Library Media Assistants and summer hours for secretaries in the High School Principal's office, work hours shall not vary from day to day.

F. Holidays: Support Staff

Support staff members in the bargaining unit will be entitled to the following paid holidays:

Intervention/Instructional Assistants and Library Media Assistants:  
Ten (10) and Eleven (11) Month Secretaries:

- |                           |                     |
|---------------------------|---------------------|
| 1. New Year's Day         | 5. Memorial Day     |
| 2. Martin Luther King Day | 6. Labor Day        |
| 3. Presidents' Day        | 7. Thanksgiving Day |
| 4. Good Friday            | 8. Christmas Day    |

Twelve (12) month secretaries:

- |                           |                           |
|---------------------------|---------------------------|
| 1. New Year's Day         | 7. Labor Day              |
| 2. Martin Luther King Day | 8. Thanksgiving Day       |
| 3. Presidents' Day        | 9. Day after Thanksgiving |
| 4. Good Friday            | 10. Christmas Eve         |
| 5. Memorial Day           | 11. Christmas Day         |
| 6. Independence Day       | 12. New Year's Eve        |

In order to be paid for a listed holiday, the employee must accrue earnings the scheduled workday before and the scheduled workday after the holiday.

G. Vacation: Support Staff

1. All regular eleven (11) or twelve (12) month classified employees in the bargaining unit shall be granted paid vacation as follows:

<u>Years of Revere Service</u>	<u>Days of Paid Vacation</u>
1 – 5	10 Days
6 – 19	15 Days
20 +	20 Days

Any bargaining unit member currently receiving vacation in excess of this schedule will be grandfathered.

2. Years of Revere service means years of employment as a Revere employee. Employees moving from a nine (9) or ten (10) month position

to an eleven (11) or twelve (12) month position shall have their years of service converted on a proportional basis.

3. Except during the week prior to and the week following the first student day and the last two (2) weeks of the student year, employees may utilize vacation leave at any time during the calendar year provided the employee has give a minimum fourteen (14) calendar days notice. Vacation with less that fourteen (14) days notice will be scheduled with the approval of the immediate supervisor. Vacation may be granted by the Superintendent during the excepted times for special circumstances.
4. Vacation shall not accumulate from one year to the next.
5. Vacation pay shall be based on hours normally worked. Upon separation from employment, an employee shall be paid for accumulated but unused vacation leave earned.

#### H. Calamity Days/Snow Days

Employees shall not be required to work and shall be paid their regular daily wages for all calamity or snow days.

### 6.02 SCHOOL DAY

- A. 1. Teachers who are not assigned pre-school and/or post-school duties are expected to arrive prior to and to remain after school a sufficient time to fulfill the duties of that particular day. Such teachers shall, in any event, arrive not less than ten (10) minutes prior to the student instructional day and remain not less than ten (10) minutes or when the last bus leaves at the end of the day, whichever is later (vocational bus excluded), unless excused by the Principal.
2. Only those teachers who are assigned pre-school and/or post-school duties may be required to work up to a seven and three-quarter (7 3/4) hour workday. Such a day shall include pre-school duties, post-school duties, and a thirty (30) minute duty free lunch. No more than ten percent (10%) of any building staff shall be assigned pre- or post-school duties, except that no less than two (2) or more than five (5) teachers shall be assigned post-school duties in each building on a daily basis. Such duties shall be assigned on a rotating basis. During the term of this Contract, the length of the instructional school day in each building shall not be increased.
3. The starting time for all elementary schools shall be no earlier than 8:00 AM and shall not extend beyond 3:45 PM. The elementary student day shall be no longer than 6 hours and 40 minutes.

B. Lunch Period

1. Teachers:

The regular working day shall include a minimum of thirty (30) minutes for a duty free lunch period.

2. Support Staff:

Secretaries One-half (1/2) hour paid, duty free lunch included within the eight (8) hour workday.

Assistants One-half (1/2) hour paid, duty free lunch within the seven (7) hour workday.

Library Media Assistant One-half (1/2) hour paid, duty free lunch scheduled in cooperation with the librarian approximately midway through the workday.

C. Preparation Period

1. Each full-time classroom teacher (including specialists) shall have at least one (1) preparation period per day or the combined equivalent time per week. Time of lesser duration before or after the normal student day shall not be considered in computing total preparation time. The daily preparation period and duty free lunch period, for Kindergarten teachers, shall be scheduled between the a.m. and p.m. Kindergarten classes. Other full-time Elementary classroom teachers will generally have their preparation time during the period when specialists are responsible for the class. The preparation period shall be at least forty (40) minutes in all schools and shall be scheduled as uninterrupted time, unless the teacher agrees otherwise. Each full-time classroom teacher shall have a minimum of two hundred ten (210) minutes of preparation time per five (5) day week. In the event that a change is contemplated in the amount of time of a period for a school, the Superintendent and the Association shall appoint six (6) teachers to meet with the Building Principal and make recommendations with regard to the proposed change. If practical and reasonable, the committee's recommendations will be implemented.

2. In the event that there is an opportunity for a teacher to relinquish his/her preparation period or, in the middle school, lunch period in order to teach an extra period or class or assume other assigned duties for a year, semester or trimester, the opportunity will be posted district-wide in each building and via E-mail. The Superintendent or Principal, with input from the department chairperson if applicable, will consider all interested and properly certificated/licensed applicants. If a teacher agrees to relinquish his/her preparation or lunch period, he/she shall be paid at the annual rate of \$7,500.00 at the High School or \$4,000.00 at the other buildings. If the term of the need is less than a year, the compensation shall be proportionate to the annual rate. Any such agreement shall be reduced to writing and agreed to by the teacher and the Revere Education Association.

D. Teachers' Meetings

Teachers shall be expected to carry out their professional responsibilities by attending teachers' meetings which extend beyond the normal school day unless their absence is approved by their Principal. Such approval shall not be unreasonably withheld.

E. Traveling Bargaining Unit Members

Teachers (including specialist teachers) and other classified bargaining unit members who travel from building to building during the school day shall be scheduled adequate time for travel. This scheduled "travel time" shall not be included or counted as part of the bargaining unit member's duty free lunch period or required preparation period. Traveling teachers shall be assigned pre-and/or post-school duties at no more than one (1) school each day.

F. Breaks: Support Staff

Eight (8) hour support staff employees will be allowed up to two (2) breaks of up to fifteen (15) minutes in conjunction with the day to day demands of their jobs.

Other support staff employees will be allowed two (2) breaks of ten (10) minutes in conjunction with the day to day demands of their job.

All breaks shall be determined cooperatively between the assistant and the teacher/ supervisor.

At no time will a student's safety be compromised as the result of an employee taking a break.

G. Building Changes

The proposal of any building-wide change that would affect any term(s) and/or condition(s) of the contract must comply with the following procedure.

1. Presentation of the proposal to all bargaining unit members providing service in the affected building is to be done by a joint committee of no more than three (3) bargaining unit members from that building selected by the Association and three (3) administrators.
2. There shall be a minimum of one (1) general meeting, not open to the public, to present to the bargaining unit members providing services in the affected building with a written documentation that provides the following:
  - a. A comparison of the current condition and the proposed change(s) for the affected building and its impact on staffing.
  - b. An understanding that terms and/or conditions to be amended in the Contract by this provision can only include the start and end time of the instructional day, the length and/or number of class periods, the number and/or length of preparation periods for that affected building and/or workday rearrangement as designated in Article 6.01(A) so long as such rearrangement does not exceed one hundred eighty-four (184) days.
  - c. An understanding that a change in building schedule shall not cause a reduction in force except for attrition.
3. The proposed building change shall be implemented by fifty-five percent (55%) of Association members providing service in the affected building indicating by secret written ballot acceptance of the proposed change. This vote shall have the impact of a ratification vote on behalf of the Association, and the Association reserves the right to be present to verify the vote count.
4. The effectiveness of an implemented building-wide change shall be subject to an evaluation after the first year of the change by a committee as described in paragraph 1 of this section.
5. The trimester change approved at the high school during the 2001-2002 school year shall be considered in compliance with this provision. In Section (G)(2)(b), however, only, the day will be divided into five (5) equal teaching periods. Each teacher at the high school will be guaranteed one (1) period of preparation planning daily.

**6.03 CLASS SIZE**

Section A

The determination of class size by the Board should be consistent with a review of changes in teaching concepts, population shifts, financial resources, pupil needs, and other such relevant factors.

Section B

Without abandoning its right to determine and alter staffing goals as it may hereafter deem advisable or necessary, the Board indicates its commitment to provide such staffing as is appropriate to the methods of instruction, modes of learning, available facilities and finances, and, whenever possible, consistent with the factors set forth in Section A, hereof, endeavor to achieve class size approximating those recommended by the Staff/Administration Committee on class size.

The recommendations of the Committee are as follows:

1. Elementary Classes

K - 1 - 2	Twenty (20) students
Grades 3-4	Twenty-three (23) students
Grades 5-6	Twenty-five (25) students

2. Special Needs Students:

Low-incidence students are those who have handicapping conditions which occur infrequently in the population and shall count as two (2) students for all class size calculations. These include the multiple disabled, autistic, other health impaired, cognitive disabled, orthopedically disabled, hearing impaired and emotionally disabled. Under special circumstances, this provision may be waived by consent of the teacher and the Association.

3. Middle School:

The class sizes in the Middle School should not exceed 25:1 pupil-academic teacher ratio.

4. High School

- a. English: Not more than one hundred (100) students for teachers with three (3) preparations so that teachers can correct at least one (1) piece of writing per week per student.

- b. Science Labs: Twenty (20) students
- c. Other Subjects: Twenty-five (25) students for teachers with three (3) preparations.
- d. Attendance in study halls should not regularly exceed forty-five (45) pupils per Supervisor, per class period.
- e. Physical Education classes should not exceed a normal class load of forty (40) students.

If a teacher with a class size ten percent (10%) above the recommendation set forth above believes that the actual class size is unreasonable, or that placement of IEP students has not been considered appropriately, he/she may grieve the condition but only through the Board level of the grievance procedure. In addition, in the event that a teacher has a class size in excess of twenty-five percent (25%) above the recommendations for a school year, the Board will endeavor to assign students so as to bring the class size for the following school year as close to the recommendation as practical.

Section 6.03 shall be grievable to a committee of the Board of Education.

#### **6.04 TEACHER MATERIALS AND SUPPLIES**

- A. Annually, prior to the appropriation of funds for instructional materials, each Building Principal shall:
  - 1. inform the building staff of the amount available for such materials;
  - 2. request input, information, and requests from the building staff as to the expenditure of such funds;
  - 3. convene an advisory committee composed of a representative from each grade level within the building to discuss and review input, and discuss pending priorities.
  - 4. Administration reserves the right to make final decisions regarding such funds subsequent to receiving the above recommendations.
- B. This procedure shall be modified in the event the District institutes central purchasing for consumable materials and supplies.

## 6.05 SUBSTITUTE TEACHERS

The Board shall endeavor to provide a substitute teacher (including Reading teachers, Librarians, and other Specialist Teachers) for the classes of a teacher out of their classroom for one-half (1/2) day or more.

## 6.06 MENTOR TEACHER PROGRAM

### A. Effective Date

In accordance with the 1998 Teacher Education and Licensure Standard and the accompanying rules and guidelines, the parties agree to the following Entry Year Program to be in place no later than September 1, 2001.

### B. Purpose

The purpose of the Entry Year Program is to provide a program of support and assistance for beginning teachers who hold a two (2) year provisional certificate/license. The program is designed to enhance the teacher's skills and keep the teacher in the district. The entry year Praxis assessment is exclusively used for licensure determination and shall not replace the negotiated employee evaluation system. The Entry Year Program shall be successfully completed prior to the issuance of a professional license to a teacher.

### C. Committee

1. An Entry Year Committee comprised of a majority of classroom teachers shall be appointed to oversee the program implementation following the rules and guidelines established by the State Department of Education. The committee shall be comprised of five (5) members with four (4) appointed by the

REA Executive Committee to represent each building and one (1) administrator appointed by the Superintendent.

2. Committee members shall serve staggered three (3) year terms.
3. The committee members shall be afforded the opportunity to attend training on the purpose of the Entry Year Program, the tools/instruments to be utilized and the necessary components for an effective program.
4. Committee members shall be provided release time three (3) times per school year to attend committee meetings.

D. Mentors

1. Defined:

Entry year teachers shall be those individuals new to the teaching profession, whereas first year teachers are those new to the Revere Local School District.

2. Selections:

Selection shall be made by the Mentor Program Committee. Whenever possible, mentors shall be from the same building and grade level/subject matter as the Entry Year Teacher. No mentor shall have more than one (1) Mentee at a time, unless mutually agreed upon by the Committee and the Mentor.

3. Training:

Teachers selected to be mentors for the first time shall be provided training in mentoring, the components of Pathwise, and other areas identified by the Committee. Mentors shall be provided release time or compensation for training.

4. First Year Teacher:

Mentors of entry year teachers shall be paid a stipend of three percent (3%) of the base salary. First Year Teacher mentors shall be paid one percent (1%) of base salary for each teacher assigned, and shall be assigned no more than two (2) teachers unless there are an insufficient number of qualified mentors.

E. Program Review/Revisions

1. Committee:

The committee shall meet prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent not later than May 15 with prior approval of the REA membership.

2. Association/Board:

Association and Board representatives may meet to discuss the recommendation prior to the next school year.

## **6.07 COMPUTER TECHNOLOGY**

Efforts will be made by the Board, the Administration, and the teachers to work through appropriate channels to improve and enhance the use of computers in the classroom by both students and teachers. If deemed appropriate, these efforts may include the placement of computer resource personnel in each building.

## **6.08 TUITION FREE**

All children of REA bargaining unit members may attend the Revere Local Schools in grades K-12, tuition free, entering in any of the school years that this Contract is in effect, with the following restrictions:

- A. A written request for admission must be made to the Superintendent.
- B. Acceptance will be based upon space available considerations. Space available will be determined by the Superintendent in consultation with the Building Administrator. This program will be limited to no more than twenty-five (25) students at any time during this Contract.
- C. Excess costs that are generated to educate said students shall be the responsibility of the Home District. No special needs student shall be admitted and/or retained unless the Revere School District has program and space available and until the Home District has agreed in writing prior to August 1 to reimburse the Revere Schools for all present and future excess costs.
- D. In order to be considered, a written request must be submitted between October 1 and December 15 of the school year preceding the school year for which admission is requested. A decision will be returned no later than June 15 preceding the school year of admission.
- E. The "District of Residence" shall be the residence of the employee.
- F. Enrollment of the student will be continuous based upon building configuration. Continued enrollment at each building transition will require reapplication to the Superintendent in order to continue on to the next building.
- G. The Superintendent's decision is final regarding all free tuition requests within the base line figures in Section 6.03, above.
- H. Current REA Grievance #11-12-1 (Tuition Free) will be placed in abeyance with an accelerated arbitration resolution, if needed.

## **6.09 INTENSIVE SCHEDULING**

- A. Each teacher assigned on a full-time basis to Revere High School shall have at least one period or equivalent of planning/professional time per day. This planning time shall be scheduled within the normal student day.
- B. The Board shall provide funding so that "tutorials" may be scheduled during the morning and afternoon of each school day with prior approval by the building administration. These instructors shall be paid at the rate of .0007 times the base salary.

## **6.10 FLOATING SUBSTITUTES**

The Board and the Association shall explore the concept of employing full-time substitutes.

## **6.11 TRAINING**

The Board shall strive to make available the opportunity for in-service training to teachers during the regular teacher employment calendar to assist in addressing the legal and educational needs of the disabled students in a regular education classroom environment. Training scheduled outside that time frame is voluntary on the part of the teacher.

# **ARTICLE 7. EVALUATION**

## **7.01 PURPOSE**

The Revere Local School District has a responsibility to students, community, and staff for a continuous program of evaluation. The process of teacher evaluation has as its primary purpose the improvement of instruction and teacher effectiveness. In a cooperative spirit, the appraiser and the teacher enter into a continuous dialogue to enhance the individual teacher's professional growth. The evaluation process also serves as a basis for contract renewal, non-renewal, or termination.

## **7.02 GENERAL**

The following general guidelines shall be observed:

- A. A minimum of one-half (1/2) of a teacher's yearly classroom observations must be announced. Each teacher to be observed will be informed of the time and date of the visitation in time sufficient to prepare information requested on the appropriate part of the form. In these situations, Steps C through G, below, will be followed.
- B. A maximum of one-half (1/2) of a teacher's yearly classroom observations may be unannounced. In these situations, Steps E through G, below, will be followed.

- C. A personal pre-conference will be held at the request of either the teacher or the observer. Pre-conference information will be discussed at this time.
- D. If a personal pre-conference is not necessary, the teacher will complete the pre-conference information on the form and send it to the observer at least twenty-four (24) hours before the scheduled visit.
- E. A post-conference will be held between the teacher and the observer as soon as possible after the observation. The time between the observation and this conference is not to exceed five (5) working days.
- F. The observer's copy of the "Classroom Observation Report" will be the basis of the post-observation.
- G. The observer will use an "X" when marking Sections A, B and C. Both parties will sign the report form.

### 7.03 METHOD

#### A. Limited Contract Staff

1. Evaluation of limited contract staff who are in their first two (2) years in the District shall be conducted at least twice in the school year. At least two (2) observations, beginning no sooner than September 15<sup>th</sup>, and one (1) evaluation shall be conducted and completed before the first of January, and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth (10th) day of January. At least two (2) observations and one (1) evaluation shall be conducted and completed between the fifteenth day of January and the first day of April, and the teacher being evaluated shall receive a written report of the results of this evaluation (Appendices B-1 and B-2 or B-3 and B-4, as applicable) not later than the tenth (10th) day of April.

Evaluation of limited contract staff who have taught in the District at least two (2) years shall be conducted at least once in the school year. At least One (1) observation, beginning no sooner than September 15<sup>th</sup>, shall be conducted and completed before the first of January and the second observation shall be conducted between the fifteenth day of January and the first day of April. The teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth (10th) day of April.

2. Any evaluation conducted pursuant to ORC Sections 3319.11 and 3319.111 shall be conducted either by:

- a. A person who is under contract with the Revere Board pursuant to Section 3319.01 or 3319.02 of the Ohio Revised Code and holds at least one (1) certificate/license named in Section 3319.22 of the Ohio Revised Code;
  - b. A person designated to conduct evaluations under an agreement providing for peer review entered into by the Board and the representatives of the REA.
3. There shall be required observation of the teacher being evaluated by the person conducting the evaluation for not less than thirty (30) minutes on each occasion.
4. The Classroom Observation Report (Appendix B-1 or B-3, as applicable) shall include specific recommendations for improvement regarding any teacher competencies and regarding the means by which the teacher may obtain assistance in making such improvements.
5. This Article does not apply to teachers subject to evaluation procedures under Sections 3319.01 and 3319.02 of the Ohio Revised Code or to any teacher employed as a substitute for less than one hundred twenty (120) days during a school year pursuant to Section 3319.10 of the Ohio Revised Code.
6. The forms used for teacher observations and evaluations shall be found in Appendix B through G of this Document.
7. If, at the time of the evaluation (s), the teacher's continued employment is in jeopardy because of adverse evaluations, the evaluator shall immediately inform the teacher in writing, on the Classroom Observation Report Form, that such a condition exists. When such notification has been given, the evaluator and the teacher shall, as soon as practicable meet; and the evaluator shall provide written suggestions for correction of deficiencies as a part of the Classroom Observation Report. The evaluator and the teacher shall, as soon as practicable after this notification, begin a program which will attempt to raise the teacher's competency to an acceptable level. Such a program shall be implemented in a manner which will provide the teacher time to eradicate observed deficiencies, following either of the above observations. The evaluator will make at least one (1) additional observation to determine whether the teacher has made improvement.
8. During the 2012-13 school year, the Teacher Appraisal procedure contained in Article 7 shall be the procedure used to evaluate members of the bargaining unit.

During the 2012-2013 school year, a co-facilitated committee shall meet regularly to develop a comprehensive evaluation procedure to be applied to members of the REA bargaining unit and consistent with the provisions of Section 3319.112, Ohio Revised Code. The committee shall be comprised of an equal number of bargaining unit members and Revere administrative employees. The bargaining unit members shall be appointed by the REA President, and the administrative employees shall be appointed by the Superintendent. The total number of committee members shall not exceed eight (8).

The co-facilitated committee shall present the product of its efforts to the REA President and Superintendent on or before March 1, 2013. The REA and Board shall then negotiate the inclusion of a pilot evaluation procedure based on the recommendations of the co-facilitated committee for initial implementation during the 2013-2014 school year. This new evaluation policy will be presented for approval and ratification to the Board and the REA membership no later than June 1, 2013. The parties agree that during the 2013-2014 school year, the REA and Administration will meet quarterly in order to review, assess and, if necessary, refine the evaluation procedure as mutually agreed.

9. During the 2012-2013 and the 2013-2014 school years only, the parties agree that the evaluations of members of the bargaining unit shall be considered comparable to one another for the purposes of the negotiated Reduction in Force. As such, the provisions of Article 5 shall serve as the procedures followed by the Superintendent and Board when making staff reduction decisions involving the suspension of contracts during the 2012-2013 and 2013-2014 school years.

B. Continuing Contract Staff

1. A minimum of one (1) observation shall be conducted during the school year prior to the first day of April, and the evaluation prior to the end of the school year. A teacher may be placed on an assistance plan after two (2) adverse observations and must be placed on the assistance plan after four (4) adverse observations.

- a. If the teacher opts for the observation/evaluation format, the schedule will be:

One (1) observation shall be conducted and completed before the first day of April and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth (10th) day of April.

- b. If the teacher opts for self-evaluation (goal setting), the schedule will be:  
  
A Goal Setting Report (Appendix G-1) must be completed by the teacher for each goal by October 1. The Evaluation section of the Goal Setting Report must be completed by May 1.
    - c. The Administration reserves the right to use the observation/evaluation format once every three (3) years.
  2. Any evaluation conducted pursuant to ORC Sections 3319.11 and 3319.111 shall be conducted either by:
    - a. A person who is under contract with the Revere Board pursuant to Section 3319.01 or 3319.02 of the Ohio Revised Code and holds at least one (1) certificate/license named in Section 3319.22 of the Ohio Revised Code.
    - b. A person designated to conduct evaluations under an agreement providing for peer review entered into by the Board and the representatives of the Revere Education Association.
  3. There shall be required observation of the teacher being evaluated by the person conducting the evaluation on at least one (1) occasion per evaluation for not less than thirty (30) minutes.
  4. The Classroom Observation Report shall include specific recommendations for improvement regarding any teacher competencies and regarding the means by which the teacher may obtain assistance in making such improvements.
  5. If, at the time of the evaluation(s), the teacher's continued employment is in jeopardy because of adverse evaluations, the evaluator shall immediately inform the teacher in writing, on the Classroom Observation Report Form, that such a condition exists. When such notification has been given, the evaluator and the teacher shall, as soon as practicable meet; and the evaluator shall provide written suggestions for correction of deficiencies as a part of the Classroom Observation Report. The evaluator and the teacher shall, as soon as practicable after this notification, begin a program which will attempt to raise the teacher's competency to an acceptable level. Such a program shall be implemented in a manner which will provide the teacher time to eradicate observed deficiencies, following either of the above observations. The evaluator will make at least one (1) additional observation to determine whether the teacher has made improvement.

#### **7.04 APPEALS**

The evaluation portions of this Article shall not be grievable past Step Four of the procedure. Procedural aspects of Article 7 shall be subject to all steps of the grievance procedure. An arbitrator shall have the right to order reemployment only, if there are procedural errors. The determination whether to reemploy or not reemploy a teacher shall be solely the Board's determination. An arbitrator shall have no right to invalidate the Board's decision to reemploy even though the Board's decision was not warranted in the opinion of the arbitrator, by the results of any evaluation.

#### **7.05 INTENT**

It is the intention of the parties that the provisions of this Article shall supersede all provisions of Ohio Revised Code 3319.111 and all provisions of 3319.11 inconsistent with this Article.

#### **7.06 EVALUATION OF SUPPORT STAFF**

##### **A. Purpose**

All support staff in this bargaining unit will be evaluated in writing by the Principal or Assistant Principal. The employee shall be notified the first week of his/her work year whether he/she will be evaluated by the Principal or Assistant Principal. If an employee works in more than one (1) building, he/she will be notified which Principal/Assistant Principal will be the evaluator for that year.

It is the intent of these evaluations to provide each classified bargaining unit member with an ongoing evaluation in order to assess an employee's work performance; to assist the employee to achieve greater effectiveness in the performance of his/her work environment; to constitute basis for personnel decisions; and provide a written plan of improvement when deficiencies are noted.

##### **B. Form**

The written evaluation shall be on an evaluation form found in Appendix B-6.

##### **C. Schedule**

1. Employees with one (1) year or less of service shall be evaluated once by October 31, once by January 31, and a third time by May 31.
2. During an employee's second and third year of employment, the employee shall be evaluated not more than twice per year, once by January 31 and a second time by May 31.

3. Employees on continuing contracts shall be evaluated once a year by May 31.

D. Conference

The completed written evaluation forms will be reviewed in a conference with the bargaining unit member and the evaluator. In this conference the bargaining unit member's performance strengths and specific performance deficiencies, if any, will be acknowledged. The evaluation forms will be signed by each acknowledging the review and indicating the employee has received a copy.

E. Deficiencies

In conjunction with the bargaining unit member's evaluation which identifies deficiencies, a program shall be developed, if necessary, by the evaluator to address any specific problems related to the bargaining unit member's performance. This improvement program shall clearly identify the deficiencies with a specific recommendation for improvement and the means by which the employee may obtain assistance in making such improvements. This improvement program will also have a reasonable specified time schedule to permit the opportunity for the bargaining unit member to improve his/her job performance.

F. Response

The bargaining unit member shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file.

## **ARTICLE 8. DISCIPLINE AND DISCHARGE**

### **8.01 TEACHER DISCIPLINE AND DISCHARGE**

- A. A teacher shall be entitled, upon his/her request, to have present a person of his/her choice when the teacher is notified that he/she will be required to attend a disciplinary interview which may result in disciplinary action. The request for such a person shall not delay proceedings for more than one (1) school day. The Principal may also request the presence of a representative at the meeting.
- B. Section A shall be inapplicable to informal contacts or counseling between Principals and teachers, where Principals bring disciplinary concerns to the teacher's attention.

## **8.02 SUPPORT STAFF DISCIPLINE AND DISCHARGE**

- A. Support staff bargaining unit employees may be suspended or discharged in accordance with Ohio Revised Code 3319.081.
- B. Support staff bargaining unit employees may be subject to progressive discipline for situation of a degree not rising to the level of suspension or termination. In these situations, the discipline shall be for just cause and may include verbal or written reprimands.
- C. The support staff bargaining unit member and the Association President shall receive at least forty-eight (48) hours' notice of any disciplinary hearing and the employee shall be entitled to representation. In the event an incident is of a nature so egregious as to endanger the safety of students or staff, the hearing may be held in less than forty-eight (48) hours.

## **ARTICLE 9. PERSONNEL FILES**

### **9.01 OFFICIAL FILE**

The personnel file for each bargaining unit member shall be maintained by the Board. This shall be considered the only official file and shall be confidential to the extent permitted by law.

### **9.02 CONTENTS**

Copies of items included in the personnel file shall be dated and initialed by the Administrator placing said information in the file. Items pertaining to initial employment, letter of reference, recommendations shall not be retained in the personnel files or maintained by the Board of Education for more than one (1) year. This does not apply to the initial application and transcripts from institutions of higher learning.

A copy of any material which could adversely affect a bargaining unit member's employment status which is placed in the bargaining unit member's file shall be given to the bargaining unit member either prior to or at the time it is entered into the file. A bargaining unit member shall be entitled to have included in his/her personnel file, a statement of his/her position on the disputed information.

When there is a written complaint against a member of the bargaining unit, that bargaining unit member will receive a signed copy of the complaint. If an Administrator feels a meeting to discuss the charge or complaint is warranted, he/she shall schedule a meeting within five (5) days after the member's receipt of his/her copy of the charge or complaint.

If, in the judgment of the Administrator, the written charge or complaint is not to be made a matter of record, no written entry shall be placed in the member of the bargaining unit's file.

### **9.03 ACCESS**

- A. Upon arranging a time with the Office of the Superintendent, a bargaining unit member has a right to review all items in his/her file except those items pertaining to conditions of initial employment and letters of reference and recommendation. The inspection will take place within five (5) working days of receipt of the written or oral request for review.
- B. A representative of a bargaining unit member shall be given access to the file of said staff member, upon presentation of written authorization from the staff member, including the signature of said member of the staff.
- C. Members of the Administration authorized to use the personnel files shall be limited to those Administrators who have responsibilities directly related to the member of the staff concerned.
- D. The inspection shall be of a length determined by the bargaining unit member but no more than one (1) hour in duration.

### **9.04 REMOVAL OF MATERIALS**

Information in the personnel file may be removed upon the mutual agreement of the staff member and the Administrator making the entry, or the Superintendent.

### **9.05 CONFIDENTIALITY**

Information contained in the personnel file is a public record. In the event a bargaining unit member's personnel file is requested, the bargaining unit member shall be given notice and twenty-four (24) hours to review his/her file. The bargaining unit member also has the right to be present while his/her file is being reviewed by the requesting party.

## **ARTICLE 10. VACANCY, TRANSFER, PROMOTION AND ASSIGNMENT**

### **10.01 VACANCY**

A "vacancy" is defined as a job opening within the bargaining unit which the Board of Education determines to fill.

## **10.02 TRANSFER**

A "transfer" shall be defined as any inter-building change or intra-building change which results in reassignment or modification of more than fifty percent (50%) of a teacher's presently assigned duties.

## **10.03 POSTING OF VACANCY**

- A. Upon occurrence of a job vacancy, during the school year, a notice of such position along with its requirements will be posted in each building and e-mail at the same time the notice is given outside the School District. During vacation periods, notices shall be accomplished by insertion to the pay envelopes and e-mail.
- B. In order to provide existing teachers with the opportunity to apply for full-time vacancies to be filled the following school year, members of the existing certificated/licensed staff shall have five (5) working days from the date of the notice to apply for vacancies occurring during the regular school year and two (2) weeks to apply for vacancies occurring in the summer, unless the circumstances existing at the time of the occurrence of the vacancy make it essential to fill the vacancy prior to the lapse of the time specified herein.
- C. Teachers applying for vacancies in a building other than their current assignment or in their assigned building may be called upon to update their credentials and may be called upon to meet with the Superintendent/designee and/or the Building Principal for the purpose of their consideration for the position. Unless the new assignment is extremely different from the teacher's current duties (i.e. Third Grade to H.S. Math, H.S. Science to Second Grade), these meetings shall not include teacher demonstrations and/or structured interviews for tenured teachers or full-time teachers with five (5) or more years experience in the Revere District.
- D. During vacation periods, all notices will be made by e-mail only.
- E. Any vacancy that occurs as a result of a resignation submitted between July 10<sup>th</sup> and the beginning of the school year may be opened to outside applicants at the time of notification to staff.

## **10.04 TEACHER ASSIGNMENT**

- A. All members of the certificated/licensed staff shall be afforded the opportunity to consult with the Superintendent with regard to assignment preference for the forthcoming school year, prior to June 1 of the current school year. Teachers requesting a change of assignment shall be notified in writing by the last teacher workday in the school year if the change is not granted and the reason(s) specified. Teachers requesting a change of assignment to fill a vacancy occurring after June 1 shall be notified in writing within ten (10) calendar days after the request regarding its disposition.

- B. All teachers shall be given written notice of their tentative instructional assignment for the forthcoming school year not later than the preceding first (1st) day of June. No change in such assignments (building, subject, or grade) shall be made unless necessary and until the teacher involved is consulted and given the reason(s) in writing for such change. If after July 10, the change in such assignment is necessary and is established without the consent of the teacher, that teacher shall have the right to resign the contract of employment without punitive action being taken by the Board.

## 10.05 SUPPORT STAFF

### A. Support Staff Vacancies

1. All support staff vacancies within the scope of the support staff classified bargaining unit will be posted in the mailroom of each building and via e-mail during the school year and inserted in the pay envelopes and via e-mail during the summer months, vacation and holiday periods. Existing classified bargaining unit members shall have six (6) working days (ten (10) working days during breaks and summer) from the date of the notice to apply in writing to the Superintendent for the position vacancy. An interview with the Superintendent or the position supervisor may be required for a requested reassignment.
2. The position shall be awarded to the most qualified bargaining unit member. In the event the qualifications are relatively equal, the position shall be awarded to the most senior applicant who meets the qualifications for the position. If there are no qualified internal applicants, the position may be awarded to an outside applicant.
3. Effective September 1, 2003 during vacation periods, all notices will be made by e-mail only.

### B. Support Staff Transfer

A support staff member may be transferred within his/her classification to another building due to the building closure or the elimination of program. ("Elimination of need" is defined as the transfer or withdrawal of a specific student(s) program to whom the assistant was assigned.) The bargaining unit member shall have the first opportunity to return to the original assignment at such time as it may become available and is posted in accordance with the support staff vacancy policy.

### C. Support Staff Assignment Form

All support staff classified bargaining unit members will receive a tentative assignment form by July 1st for the next school year.

## ARTICLE 11. LEAVES OF ABSENCE

### 11.01 SICK LEAVE

- A. Sick Leave shall accumulate on the basis of one and one-quarter (1 1/4) days for each complete month of service up to fifteen (15) days per year. Unused Sick Leave shall accumulate to a total of two hundred ninety-five (295) days.
- B. An employee shall be paid for acceptable reasons for absence to the extent of his/her accumulated leave.

Acceptable reasons for leave with pay are personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. For purposes of illness or injury, the "immediate family" shall be interpreted to mean parents, parents-in-law, sister, brother, spouse, children, or other relative in the same household. For purposes of death, the "immediate family" shall be interpreted to mean parents, parents-in-law, sister, brother, spouse, children, stepparent, stepchild, grandparents, grandchildren, or relative living in the same household. The "immediate family" shall also include persons whose relationship arises from marriage to the person listed herein.

- C. Leave Transfer

When a bargaining unit member has exhausted all of his/her accumulated Sick Leave, as well as advanced sick leave days and vacation (if applicable), and additional days are still needed, then he/she may request that the additional days be transferred from other bargaining unit members with accumulated Sick Leave. The number of transferred days shall be limited to thirty (30) days per year. In no event shall this transfer prevent a bargaining unit member's application for or going on disability retirement. Upon receiving such a request, the Association President shall distribute a notice (Appendix I) to all bargaining unit members notifying them of the request. Any employee wishing to transfer accumulated Sick Leave to the bargaining unit member shall submit the lower-half of form Appendix I to the Association President within five (5) days of distribution. Upon receipt of the signed form authorizing the transfer of days, the

Treasurer shall be advised of to whom, from whom, and how many days are to be transferred. The Treasurer shall determine the amount of conversion. An employee transferring Sick Leave days may transfer a maximum of five (5) days and shall not be permitted to deplete his/her own Sick Leave accumulation below forty (40) days.

Transfer of Sick Leave to another employee shall not be considered an absence and shall not negatively impact an employee's eligibility for the attendance compensation stipend.

## 11.02 PERSONAL LEAVE

- A. Paid Personal Leave will be granted up to three (3) days during the school year for the purpose of transacting personal business of a nature which cannot be conducted on a weekend or outside the school day, and requires the presence of the bargaining unit member. The Superintendent may grant Personal Leave for other good and sufficient reasons.
- B. Allotted Personal Leave days will be available for the observance of religious holidays. Personal Leave days shall not be used for vacation or gainful employment.
- C. Personal Leave shall be granted for all specific reasons as listed on the request for Personal Leave Form. No further specificity shall be required except under the category "Other for good and sufficient reasons." This category shall require prior approval of the Superintendent.
- D. Personal Leave on any given working day may be denied in the event that an excessive number of bargaining unit members are or would be absent on the day in question.
- E. Personal Leave days shall not be taken immediately prior to or following a scheduled vacation day, legal holiday, non-school day, and the first or last day of the school year. Request for Personal Leave must be made in writing to the bargaining unit member's supervisor at least one (1) day in advance except in cases of emergencies. Use of personal days for emergency or extenuating circumstances occurring immediately prior to or following a scheduled vacation day shall be considered by the Superintendent using the same conditions normally used if the situation is outside the bargaining unit member's control.

If the use of personal days immediately prior to or following a scheduled vacation day is for the wedding and/or graduation of the employee's child or parent, the Superintendent shall grant the request with documentation.

- F. Bargaining unit members who do not use any of their allotted personal leave shall have one and one-half (1½) of those days converted to sick leave. Bargaining unit members who meet the aforementioned criteria and use less than five (5) sick leave days shall have their three (3) allotted personal leave days converted to sick leave.
- G. The Personal Leave Form is attached in the Appendices.

## 11.03 SABBATICAL LEAVE

- A. Bargaining unit members who have been employed in the District for at least five (5) consecutive years may apply for leave, upon proper application, for not more than one (1) school year for the purpose of professional improvement in accordance

with Ohio Revised Code Section 3319.131. The following provisions shall apply with regard to processing requests for Sabbatical Leave.

1. Not more than five (5) employees may be on leave at any one time. Applications shall be processed in chronological order of submission. Seniority shall prevail in the event of ties.
2. The proposed program for leave must be approved in advance. Application, including an outline of the study program for professional improvement, must be submitted by June 1 for consideration of leave for the following year or first semester, and by January 1 for the second semester. Within thirty (30) days of request for leave, the leave shall be approved or denied with stated reason(s). This time limit may be extended by mutual agreement. A statement of achievement must be submitted at the conclusion of the leave.
3. Upon evidence that the professional growth plan has been complied with, the employee shall receive partial compensation in accord with the following restrictions:
  - a. The staff member must be willing to return to the employ of the School District for at least one (1) year following the leave; and
  - b. Compensation shall be to the difference between the teacher's salary as scheduled in the District during the leave year and the amount paid -- Step 5 of the Bachelor column. Such compensation shall be paid in four (4) equal installments in the following manner:

One-fourth (1/4) to be paid September 1 and one-fourth (1/4) on February 1 of the leave year; one-fourth (1/4) on the following September 1 and the remaining one-fourth (1/4) on the following February 1 after return to school. Such pay shall not preclude acceptance of fellowships or other sources of supplemental income by the employee on leave.
  - c. During the period of approved Sabbatical Leave, the employee will be eligible for Medical and Life Insurance benefits as provided in this Agreement to a full-time employee. In the event that the employee fails to meet the condition of the leave, said employee shall fully reimburse the District the cost of the insurance provided under this Article.
4. Upon returning from leave, the Board will make every effort to return the employee to a comparable assignment to that held before going on a Sabbatical Leave. A returning employee shall not be entitled to

advancement on the salary schedule for the period of the leave, nor shall any Sick Leave accrue during that time.

5. No employee shall be granted such leave more often than every seven (7) years, and leave will not be granted more than once to the same employee unless no other qualifying employee is awaiting a sabbatical.

#### **11.04 ASSAULT LEAVE**

##### Section A

A bargaining unit member who is required to be absent due to physical disability resulting from an assault which occurs in the course of Board employment while on duty, or where required to be in attendance at a school sponsored function, shall be eligible to receive Assault Leave. Upon determination of eligibility by the Board, such leave shall be granted for not to exceed thirty (30) working days, upon the member delivering to the Treasurer a signed statement on forms prescribed by the Board and maintained by the Treasurer. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual or individuals causing the assault, the facts surrounding the assault, and the willingness of the member to participate and cooperate with the Board in pursuing legal action against the assailant or assailants. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its duration, and file a Workers' Compensation claim based on the injury. Full payment for Assault Leave shall not exceed the member's per diem rate of pay, exclusive of supplemental pay, and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Board Treasurer.

The Superintendent shall grant additional days upon the written recommendation of the attending physician.

##### Section B

Falsification of either the signed statement or a physician's statement is grounds for suspension or termination of employment under Ohio Revised Code. Where the member exhausts the Assault Leave, he/she may use Sick Leave. If Assault Leave (provided herein) and Sick Leave become exhausted, the member may apply for further Assault Leave. Whether such additional leave is granted shall be determined solely by the Board. Where the assaulted member becomes eligible for benefits under STRS/SERS because of any disability or because of age, or where the member's employment by this District ceases, this leave provision is no longer applied.

#### **11.05 EXTENDED FAMILY ILLNESS LEAVE**

A leave of absence without pay, up to one (1) year, will be granted the bargaining unit member for the purpose of caring for a sick member of the bargaining unit member's

immediate family. "Immediate family" shall be that defined in the Sick Leave provisions of this Contract. Additional leave may be granted at the discretion of the Board.

#### **11.06 MATERNITY/ADOPTION/PATERNITY LEAVE**

- A. Any bargaining unit member who is pregnant may elect to use her accumulated Sick Leave in her period of disability. Maternity or Adoption Leave, without pay, shall be granted at the request of the teacher. The following conditions shall apply:
1. When possible, requests for Maternity or Adoption Leave shall be filed with the Superintendent's office at least eight (8) weeks prior to the beginning of the requested leave.
  2. Requests for Adoption Leave shall be made as soon as practicable after the date of custody is established.
  3. The leave shall extend through the remainder of the school contract year in which delivery occurs (or for a shorter period at the request of the bargaining unit member); the leave may be extended for an additional school year.
  4. The Board will make every effort to return the bargaining unit member to a comparable assignment to that held before going on Maternity Leave. A returning bargaining unit member shall not be entitled to advancement on the salary schedule for the period of the leave, nor shall any Sick Leave accrue during that time.
- B. Paternity Leave, without pay, will be granted at the request of a bargaining unit member who has fathered or adopted a child in accordance with the provisions above.
- C. It is understood that the adoption of a child may entail unusual circumstances. A member adopting a child shall be eligible for a paid leave of absence up to a maximum of fifteen (15) total days, those days to be taken before and/or after custody of the child. The scheduling of the fifteen (15) days will be set up between the bargaining unit member and the Superintendent. The member shall provide the Superintendent with satisfactory evidence of adoption and shall be eligible for such leave no more than two (2) times during the member's career. Such paid leave will be deducted from the member's accumulation of unused sick leave with the understanding that this leave cannot be supplemented by any transfer of leave from other employees.

## **11.07 ILLNESS OR DISABILITY LEAVE**

- A. A leave of absence without pay, for a period of up to two (2) years, shall be granted upon medical documentation of the need thereof. This leave shall apply to those not eligible for disability under STRS/SERS.
- B. The bargaining unit member may be requested by the Board or its designee to have said bargaining unit member's physician provide a written statement that an illness or disability does exist which will prevent the bargaining unit member from returning to work, and stating an estimated date of being able to return to work.
- C. If a bargaining unit member has been granted a leave of absence without pay for less than two (2) years and requests an extension of that leave of absence without pay, a new statement from a physician must be submitted no later than thirty (30) calendar days prior to the expiration of the original leave of absence without pay.

## **11.08 REINSTATEMENT FROM LEAVE**

For employees on Extended Family Illness Leave, Maternity/Adoption/Paternity Leave, or Illness or Disability Leave, requests for reinstatement shall be directed to the Superintendent's office not later than April 5 of the school year preceding reinstatement. If the notification is not received by April 5, the bargaining unit member will be deemed to terminate his/her employment and waive any rights to reinstatement.

## **11.09 ASSOCIATION LEAVE**

The Association shall be granted a total of eight (8) days per year, with pay, for attendance at Association related activities. Such leave shall be granted upon written application made not less than five (5) work days in advance to the Superintendent except in situations where notice is not possible.

## **11.10 OTHER LEAVES**

Other leaves of absence without pay may be granted at the discretion of the Board of Education.

## **11.11 BENEFITS WHILE ON LEAVE**

Except as specified by law in the Family and Medical Leave Act, no benefits that incur an expense to the Board of Education will be granted to a bargaining unit member while on a leave of absence without pay. Provided that the benefit carrier permits, bargaining unit members on approved leaves of absence without may elect to continue in Board approved group benefit plans so long as the bargaining unit member makes immediate election to pay the cost thereof.

## **11.12 PROFESSIONAL LEAVE**

Professional Leave of absence may be granted to current full-time annually contracted staff for the purpose of attending bargaining unit member recognition programs, student competitions, workshops, or other professional meetings each year. The Board will pay prior-approved and receipted expenses (including such things as fees, meals, lodging and transportation) incurred by bargaining unit members who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent for the particular purpose of professional improvement to the school system and/or to the individual participating. Such authorization for attendance shall be upon approval by the Superintendent of Schools. The bargaining unit member shall receive a salary for those days he/she is absent from his/her assignment for such Professional Leave.

## **11.13 JOB SHARING**

\*See Appendix S.

## **11.14 MILITARY LEAVE**

The Board shall follow the provisions of Revised Code Section 5923.05.

## **11.15 COMPULSORY LEAVE**

- A. Release time shall be granted when a bargaining unit member must perform jury duty pursuant to subpoena. On those days that the bargaining unit member is not required to serve on jury duty, he/she shall report to his/her duties.
- B. Release time will be provided for a bargaining unit member who is subpoenaed as a witness in a matter provided his/her testimony is directly related to the performance of the duties of a teacher or support staff in the Revere Schools.
- C. Jury duty and witness fees and any other compensation received, if any, shall be retained by the bargaining unit member in order to defray his/her costs associated with serving on jury duty or appearing as a witness.

## **ARTICLE 12. PAY PRACTICES**

### **12.01 SALARY PLACEMENT AND ADJUSTMENT**

- A. Teachers shall be properly placed on the salary schedule (including longevity increments) according to their years of teaching credit as defined by Section 3317.13 of the Ohio Revised Code, which provides in part as follows:
1. All years of teaching services in the same school district regardless of training level, with each year consisting of at least one hundred twenty (120) days.
  2. All years of teaching service as a teacher, up to a minimum of ten (10) years, in a chartered, nonpublic school located in Ohio or another public school in Ohio regardless of training level, with each year consisting of at least one hundred twenty (120) days under a teacher's contract.
  3. All years of active military service in the Armed Forces of the United States, to a maximum of five (5) years.
- B. Each certified employee must apply for reclassification and must have on file with the Superintendent, an official transcript reflecting additional training on or before September 15 of the year in which reclassification credit on the salary schedule is sought. Where for reasons beyond the control of the employee the official transcript is not available, supporting verification from the university granting the additional training must be on file on or before October 15. Credits earned after the beginning of the school year, prior to February 15, shall be recognized on a prorated basis beginning the second semester, provided supporting verification from the university is supplied by the teacher.

### **12.02 PAY DATES**

- A. All bargaining unit members shall be paid in twenty-six (26) equal payments beginning with the first Friday following six (6) days of school, including days of pre-school meetings.
- B. Direct Deposit
- Direct deposit of paychecks will be available to members of the bargaining unit, and shall be mandatory effective September 1, 2007.

### 12.03 SEVERANCE PAY

- A. Upon retirement, as hereinafter defined, following ten (10) years of service in the School District, a bargaining unit member shall be entitled to be paid a sum equal to one-fourth (1/4) of his/her total accumulated and unused Sick Leave at the time of his/her retirement, up to a maximum of sixty-seven (67) days. Such payment shall be based upon the employee's daily rate of pay at the time of retirement.
- B. "Retirement" shall be defined to mean eligibility for and application to the State Teachers Retirement System (STRS) or State Employees Retirement System (SERS) for retirement benefits.
- C. Severance pay benefits for a bargaining unit member eligible for benefits under this Section who dies while on active status, or on approved leave of absence, shall be paid to the member's Life Insurance beneficiary.
- D. The bargaining unit member shall have up to one (1) year following separation from service with the District to apply for and receive severance pay.
- E. No STRS/SERS deductions shall be withheld from the severance pay; and the acceptance of severance pay shall eliminate all Sick Leave pay credit accrued by the bargaining unit member up to that time, and such credit may not be transferred to any other institution. Severance pay is subject to all local, state and federal taxation.
- F. Federal tax law as interpreted by the Board of Education shall govern requests to apply severance payment benefits to a new or existing tax-sheltered annuity.

### 12.04 RETIREMENT BENEFIT: CERTIFIED STAFF

- A. Employees meeting the requirements as hereinafter set forth and who retire in the first year that they are eligible to retire under the STRS/SERS rules shall receive a retirement benefit of Ten Thousand Dollars (\$10,000) for certified employees and Seven Thousand Dollars (\$7,000) for support staff or Four Thousand Dollars (\$4,000) for certified employees and Three Thousand Dollars (\$3,000) for support staff in any other year when they retire in accordance with the following:
- B. Eligibility Requirements For Participation
  - 1. The employee shall, at the time of application for participation in said Retirement Benefit, be serving in a regular full-time contractual position as a member of the bargaining unit.

2. The employee shall have at least fifteen (15) years of service with the Revere Local School District at the time of retirement under the terms of this Benefit. The employee's last school year prior to retirement will be called "the retirement year." Effective August 1, 2007, the employee must complete his/her contract year through May.
  3. The employee shall be eligible on or before August 31 of the retirement year for retirement by age and/or service under the STRS.
  4. The employee shall submit, by April 1 of the retirement year, a written statement to the Superintendent announcing his/her intent to retire no later than September 1 of the retirement year. The statement shall include the effective date of retirement and shall serve as the employee's resignation effective on the date of retirement.
  5. First year eligible shall be:
    - 30 years service credit (any age); or
    - 25 years service credit (55 years of age); or
    - 5 years of service credit (60 years of age).
- C. The appropriate retirement pay will be added to the employee's severance pay. No STRS deductions will be withheld from this retirement pay. The retirement pay shall not be considered as part of the employee's salary.

#### **12.05 IRS SECTION 125 PLAN**

- A. The Board shall institute an IRS Section 125 Plan for all interested bargaining unit members. The Plan will enable employees to tax shelter out-of-pocket insurance premiums, medical, child care and other qualifying expenses. Participation forms shall be supplied by the provider.
- B. The Board shall bear the cost of the administration of the program.

#### **12.06 STRS/SERS DEDUCTION**

- A. To the extent permitted by the State Teachers Retirement System Rule 3307-1-23, the School Employees Retirement System (SERS) and OAG-82-097, the Board agrees to "pick-up" all other required contributions to the State Teachers Retirement System (hereinafter "STRS") and the School Employees Retirement System (SERS) for all bargaining unit members as a condition of employment. The Treasurer of the Revere School District was authorized, on July 1, 1984, to contribute to the STRS/SERS, in addition to the Board's required employer contribution, an amount equal to each bargaining unit member's contribution to the

STRS/SERS in lieu of payment to such bargaining unit member; and that such amount contributed by the Board on behalf of the bargaining unit member shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such bargaining unit member.

- B. The Treasurer is directed to prepare and distribute an addendum to each bargaining unit member's contract, which states: (1) that the bargaining unit member's contract salary is being restated as consisting of (a) a cash salary component and (b) a "pick-up" component, which is equal to the amount of the bargaining unit member's contribution being "picked-up" by the Board on behalf of the bargaining unit member; and (2) that the Board will contribute to the STRS/SERS an amount equal to the bargaining unit member's required contribution to the STRS/SERS for the account of each bargaining unit member.
- C. Sick Leave, vacation, supplemental, and extended service pay, and insurance benefits which are indexed to or otherwise determinable by reference to the bargaining unit member's rate of pay, shall be calculated upon both the cash salary component and the "pick-up" component of the bargaining unit member's restated salary.
- D. All subsequent contracts and salary notices for these affected bargaining unit members be conformed to include the provisions of the addendum.

## **ARTICLE 13. SALARY SCHEDULES**

### **13.01 REGULAR: CERTIFICATED/LICENSED**

- A. The negotiated salary index, attached hereto, marked as "Appendix K" and made a part of this Agreement.
- B. Effective July 1, 2012 through June 30, 2015, the Bachelor's Step 0 rate shall be thirty-eight thousand two hundred three dollars (\$38,203.00).

### **13.02 REGULAR: SUPPORT STAFF**

- A. Effective July 1, 2012 through June 30, 2015, the support staff shall be paid in accordance with the salary schedule in Appendix N.
- B. Reclassification

A secretary who is reclassified to a different secretary classification shall be placed at the pay step on the salary schedule in the new pay grade commensurate with the employee's years of service with the District.

- C. The Intervention Instructional Assistant and the Library Media Assistant shall be paid on the same wage schedule, effective August 1, 2003.

### 13.03 SUPPLEMENTAL

- A. The supplemental contract schedules, attached hereto, marked "Appendix T" and made a part thereof, shall become effective on the dates specified therein.
- B. No bargaining unit member shall be required to accept a supplemental contract as a condition of employment or reemployment.
- C. No member of the bargaining unit shall perform the duties normally associated with the supplemental contracts listed within this Contract without receiving the stipulated pay for such duties.
- D. Prior to the start of supplemental contracts for student activities, a plan of activities should be submitted to the Superintendent or designee. At the conclusion of the contract year, a listing of activities should be submitted to the Superintendent.
- E. In the event that existing positions are substantially altered or new positions are created, the Superintendent or designee will forward to the Association President a job description for the new or altered position along with a compensation level for such a position. The Association President will then have ten (10) days to comment upon the compensation level recommended by the Superintendent. The Superintendent's recommendation, along with any comments or recommendation from the Association President, will be submitted to the Board, which shall make the final decision regarding compensation for the new or substantially altered position. Should the Association not agree with the Board's salary decision, the Association may address the issue in accordance with ORC Chapter 4117. Should such negotiations produce an agreement which places the salary level of the new or altered position above that set by the Board, any such change shall be retroactive to the date of the Board's initial action.

#### **13.04 CLASS SUBSTITUTION BY TEACHER**

When a regular full-time teacher is required to teach or supervise a classroom during his/her preparation time or is required to teach or supervise an additional classroom during his/her classroom time, the teacher will be paid Twenty Dollars (\$20.00) per normal class period. No pay will be due for substitutions of less than a normal class period. High School trimester periods shall be paid at 1½ times this rate.

#### **13.05 EXTENDED TIME CONTRACT**

Any teacher who has an "Extended Time Contract" to work beyond the regular school year shall be paid at a per diem rate determined by dividing the teacher's salary on the salary schedule by the number of days in the current school year.

### **ARTICLE 14. INSURANCE**

#### **14.01 FAMILY AND MEDICAL LEAVE CLAUSE**

The leave provisions of this Contract shall not be adversely affected by the Family and Medical Leave Act.

#### **14.02 LIFE INSURANCE**

The Board shall provide for each bargaining unit member, a thirty-five thousand dollar (\$35,000) Group Term Life Insurance policy. In addition, a full-time bargaining unit member may purchase, at the group rate, additional Life Insurance in Five Thousand Dollar (\$5,000) increments up to a maximum of Forty Thousand Dollars (\$40,000).

#### **14.03 HEALTH INSURANCE AND PRESCRIPTION DRUG**

- A. Beginning with the 2012/2013 contract year the district's existing voluntary wellness program will be expanded. The wellness program will consist of a combination of activities that are designed to increase awareness, assess risk, educate and promote voluntary behavior change to improve the health of an individual. The districts objective is to encourage modifications of member health status and enhance personal well-being and productivity, with a goal of preventing injury and illness.

The program will include the following provisions:

- (1) An annual voluntary onsite biometric screening or physician directed preventative exam will be provided at no cost to the employee. Onsite biometric screenings or physician directed examinations shall be conducted around the summer/fall of each calendar year. The screening shall provide (but not be limited in application and shall be determined by

the District) confidential employee information in these initial five (5) key wellness categories:

- Non-smoker or participation in a smoking cessation program
- Low density Li-protein (LDL)/High-density Li-protein (HDL) and Total Cholesterol
- Body Mass Index (BMI)
- Blood Pressure (BP)

Furthermore, the following modifications shall be effective January 1, 2013.

- The Plan's network deductible shall be \$700/single and \$1,400/family. Wellness participants will earn credits as stated below.
  - The Plan's non-network deductible shall be \$900/single and \$1,800/family. Wellness participants will earn credits as stated below.
- (2) Effective January 1, 2013, employees who voluntarily participated in the 2012 onsite biometric screening or physician directed preventive exam earn health credits applicable to the 2013 calendar year. The value of health credits in the 2013 calendar year will be issued exclusively based on the employee's participation in either the onsite biometric screening or physician preventive exam. Single enrollees shall earn a health credit of \$500 against their calendar year deductible. Family enrollees shall earn a health credit of \$1000 against their deductible. Deductible credits are non-transferable and are only valid against claims incurred and applicable to the deductible during the 2013 calendar year.
- (3) Effective January 1, 2014, employees who voluntarily participated in the 2013 onsite biometric screening or physician directed preventive exam will have the opportunity to earn enhanced health credits. The value of health credits in the 2014 calendar year will be based on five key biometric components. Each component shall be equal to a credit value of \$100 for single enrollees or \$200 for family enrollees. In no event will the total value of credits exceed \$500 for a single enrollee or \$1000 for a family enrollee. Deductible credits are non-transferable and are only valid against claims incurred and applicable to the deductible during the 2014 calendar year.

Beginning in 2014 and applicable for each subsequent calendar year, credits shall be issued subject to the terms and conditions outlined herein, credits shall be provided on the following basis:

- Participation in the immediately preceding period's (i.e., fall 2013 for 2014) onsite biometrics initiative or physician directed preventive exam shall be worth \$100/single or \$200/family.

- Employee certification of being a non-smoker or successful completion of a physician directed smoking cessation program during the year shall be worth \$100/single or \$200/family.
  - Total Cholesterol Score of 240 or less. Or, should the employee's score be in excess of 240, physician certification of the employee's participation in a management program to reduce their cholesterol risk or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's total cholesterol be in excess of 240, a 5% improvement over the prior year's total cholesterol provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$100/single or \$200/family.
  - Body Mass Index (BMI) of 30 or less. Or, should the employee's BMI be in excess of 30, physician certification of the employee's participation in a management program to reduce their BMI or certification that the employee's inability to reduce this risk is due to a related medical condition. Or should the employee's BMI be in excess of 30, a 5% improvement over the prior year's BMI provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$100/single or \$200/family.
  - Blood Pressure of 140/90 or less. Or, should the employee's blood pressure be in excess of 140/90, physician certification of the employee's participation in a management program to reduce their blood pressure or certification that the employee's inability to reduce this risk is due to a related medical condition. Or should the employee's blood pressure be in excess of 140/90, a 5% improvement over the prior year's blood pressure provided that the employee participated in the prior year's onsite or physician directed examination process. Completion of any of the above three conditions shall be worth \$100/single or \$200/family.
- (4) For each year after 2014, employees who voluntarily participated in the immediately preceding prior onsite biometric screening or physician directed preventive exam will have the opportunity to earn health credits for the following calendar year. The application of credits and operation of the program will remain as outlined for the 2014 calendar year.

Modifications to the existing benefit program/plan:

It is the intent of the parties that modifications to the plan are issued in conjunction with the bargaining unit's ability to earn deductible credits as stated above.

The Summary of Benefits effective July 1, 2008 shall be modified in compliance with the carrier's standard modification procedure to include the following effective July 1, 2012:

- The plan outlined Preventive care examinations, as outlined by the United States Preventive Services Task Force (USPSTF), shall be covered at 100% without any cost sharing when performed by a PPO network provider.
- Generic medications shall be covered for a \$5 copayment at the retail level for a 30-day supply and \$10 copayment through mail-order for a 90 day supply.

Modifications to the existing premium sharing structure:

Effective July 1, 2012, for the certified employees in the bargaining unit, employee contribution toward the premium cost of medical insurance shall be:

Certified

- 7% of the total premium expense

SSP

- 3.5% of the total premium expense

Effective July 1, 2013, for the certified employees in the bargaining unit, employee contribution toward the premium cost of medical insurance shall be:

Certified

- 8.5% of the total premium expense

SSP

- 4.75% of the total premium expense

Effective July 1, 2014, for the certified employees in the bargaining unit, employee contribution toward the premium cost of medical insurance shall be:

Certified

- 10% of the total premium expense

SSP

- 6% of the total premium expense

Note: Maximum out of pocket is changed based upon change in deductibles.

B. For those bargaining unit members employed on a part-time basis prior to September 1, 1979, the Board will provide Hospitalization, Major Medical, and Prescription Drug coverage on the above referred to basis. For bargaining unit members employed on a part-time basis after September 1, 1979, the Board will pay a prorated portion of its share of the premium as specified above. For bargaining unit members employed on a part-time basis [less than thirty (30) hours per week] after August 1, 1992, the bargaining unit member may purchase coverage by paying District established premium rates.

C. A full-time bargaining unit member who elects not to be covered by the Hospital Insurance coverage provided herein, and does not elect to obtain coverage during the school year, will receive a sum payment of Three Hundred Dollars (\$300.00) with the last paycheck for the school year. Bargaining unit members working less than full-time will receive a bonus prorated to their current time of employment. However, an employee who elects no coverage may elect to be covered during the school year, but in such event shall not be eligible for payment of any prorated payment hereunder.

D. Spousal Insurance

If a spouse of an employee covered by the Board's Hospitalization/Major Medical Insurance is employed and has access to single Hospitalization/Major Medical coverage through his/her employer, the spouse shall subscribe to the coverage provided:

1. The spouse's employer does not charge the spouse a premium; or
2. The Revere Board elects to reimburse the employee on a monthly basis for the cost the spouse incurs.

Coverage provided by the spouse's employer shall be the primary coverage for the spouse and Board coverage shall be secondary. No employee or spouse shall suffer a loss of coverage or incur any cost as a result of this provision. If the coverage provided by the spouse's employer terminates for any reason outside the control of

the employer or spouse, Board coverage shall immediately become primary coverage for the spouse with no loss of benefits.

If the Board has reason to believe there is noncompliance with this provision, the employee may be required to provide verification of the spouse's place of employment. There shall be communication with the employee prior to any contact with the spouse's employer and the employee shall be informed of the reason.

3. If both husband and wife are employed by the Revere School District, the following options will apply:
  - a. Either the husband or wife, but not both, may choose to be covered as an employee and include his or her spouse as a dependent along with any eligible dependent children.
  - b. Both husband and wife may choose to be covered as employees and, therefore, will not be eligible as dependents. Either the husband or wife, but not both, may chose to cover their eligible dependent children.
  - c. No one can be covered under this Plan as both an employee and dependent.

E. The following represents the coverage and employee contributions effective July 1, 2012.

F. The parties agree that if the new healthcare program no longer provides the ability for bargaining unit members to earn credits to buy down the deductibles as provided July 1, 2012 (i.e., the program is discontinued), the employee premium share and deductibles will return to the 2011-2012 levels.

**Summary of Benefits, Effective 7-1-12**

Covered Benefits	Network	Non-Network
<b>Deductible (Single/Family)</b> <i>(Applies only to percent (%) co-payments)</i>	\$ 700/\$1,400	\$900/\$1,800
<b>Out-of-Pocket Maximum (Single/Family)</b>	\$1,100/\$2,200	\$2,250/\$4,500
Physician Office Services/Specialists	\$15/\$30	20%
Including Office Surgeries, allergy serum and injections <sup>1</sup> • Allergy testing	20%	20%
<b>Preventive Care</b> Medical History Mammography <sup>1</sup> , Pelvic Exams, Pap testing and PSA tests Immunizations <sup>1</sup> Annual diabetic eye exam Annual Vision and Hearing exams	\$0	20%
Outpatient Physical Medicine Therapies (Combined Network & Non-Network limits apply)  Physical/Occupational therapy: 60 visit limit Spinal manipulations: 12 visit limit Speech therapy: 20 visit limit	Co-payments based on place of service	Co-payments based on place of service
<b>Inpatient Services</b> Unlimited days except for: 60 days Network/Non-Network combined for physical medicine/rehab 180 days Network/Non-Network combined for skilled nursing facility	10%	20%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b>	10%	20%
<b>Other Outpatient Services Hospital/Alternative Care Facility</b>	10%	20%
<b>Inpatient and Outpatient Professional Charges</b>	10%	20%
<b>Home Care Services</b>  30 visits non-network limit for Home Care, excludes IV therapy	10%	20%
<b>Hospice Services</b>	10%	20%
<b>Emergency and Urgent Care:</b> <b>Emergency Care in Emergency Room</b> <i>(covers all services, co-payment waived if admitted, then inpatient co-payment applies)</i> <b>Urgent Care Facility</b>	\$75  10%	\$75  10%

<b>Ambulance Services</b>	10%	20%
<b>Maternity Services</b>	10%	20%
<b>Mental Health and Substance Abuse<sup>2</sup> (limits and maximums apply)</b> Inpatient: 30 Network days/10 Non-network days includes inpatient mental health Non-Network) Outpatient: 50 Network visits 10 Non-Network mental health visits  Inpatient and outpatient substance abuse \$550 Non-Network (Substance abuse rehabilitation programs are limited to two per lifetime Network and Non-Network combined.)	10% \$10  Co-payments based on place of service	20%  Co-payments based on place of service
<b>Lifetime Maximum (Combined Network and Non-Network)</b>	\$2 million	\$2 million

Covered Benefits	II. Network	III. Non-Network
<b>Human Organ and Tissue Transplants</b> except Kidney and Cornea transplants <sup>3</sup> A separate \$1 million lifetime maximum applies (Combined Network and Non-Network)	Covered in full	50%
Medical Supplies, Equipment and Appliances	10%	20%
<b>Prescription Drug Options:</b>		
Network Retail Pharmacies: (30-day supply)	\$5 generic/\$14 formulary/ \$23 brand	50% with a minimum of \$30
Mail Service: (90-day supply)	\$10 generic/\$28 formulary/ \$46 brand	Not covered
<b>Specialty Drug Rider</b>	only 30-day supplies for designated drugs	Not covered

**Notes:**

- All deductibles and co-payments apply toward the Out-of-Pocket Maximum (except prescription drug, human organ and tissue transplants, excluding kidney and cornea, and flat dollar co-payments for Preventive Care, Physician Office Services and Urgent Care).
- Deductible(s) apply only to covered services listed with a percentage (%) co-payment excluding prescription drugs and allergy testing (Network).
- Network and Non-network deductibles, co-payments and out-of-pocket maximums do accumulate toward each other.
- Dependent age: to the end of the calendar year in which the child attains age 19; or to the end of the calendar year in which the child attains age 26 if the child qualifies as a Federal tax exemption.

- Certain diabetic and asthmatic supplies are covered in full at network pharmacies except diabetic test strips.
- 1 These covered services are covered in full if you have a flat dollar co-payment and if rendered without an office visit.
- 2 Mental health/substance abuse must be authorized by the mental health administrator for services to be covered at the highest benefit level.
- 3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits and lifetime maximum.
- 4 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

**Effective July 1, 2008, the PPO Plan shall include wrap around services as an additional benefit.**

**Pre-certification:**

- Members are encouraged to always obtain prior approval when using non-network providers. Pre-certification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

**Pre-existing Exclusion Period:**

We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements):

Timely enrollee: 12 months after the member's enrollment date

Late enrollee: 18 months after the member's enrollment date

A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6 month period ending on the member's enrollment date. Pregnancy is not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

**14.04 DENTAL PLAN**

- A. The Board will provide each full-time bargaining unit member with a Dental Plan which provides no less than the following benefits:

UCR Reimbursement

Class I	Preventive	100%
Class II	Primary	70%
Class III	Prosthetics & Restorative	50%

with a yearly maximum of One Thousand Seven Hundred Fifty Dollar (\$1,750), and an individual deductible of Fifty Dollars (\$50.00) and family deductible of One Hundred Dollars (\$100.00); and orthodontic services at fifty percent (50%) of UCR with a One Thousand Seven - Hundred Fifty Dollar (\$1,750) lifetime maximum.

- B. The Board will pay 100% of the premium cost for the Dental Plan.

**14.05 HEALTH CARE COMMITTEE**

- A. There shall be an Health Care Committee comprised of at least six (6) members with two (2) members selected by the Revere Education Association (REA), two (2) members selected by the other employee organization, and two (2) members selected by the Superintendent. The maximum number of Committee members shall be determined by the Committee as initially constituted.
- B. The Health Care Committee shall review and analyze all relevant health care and health insurance information that may aid in the improvement of the quality of the health care and stabilize the cost of health insurance for the employees of the Revere Schools and the Board of Education.
- C. The Health Care Committee is charged with the responsibility to provide information to the bargaining representatives for the Board, the other employee organization, and the REA concerning issues related to health care, health insurance and related issues that may arise.
- D. The Health Care Committee shall meet at least four (4) times each school year for the purpose of reviewing the operation of the health insurance plan and exploring means of making the insurance plan more effective and efficient.

- E. The Health Care Committee shall adopt its operational guidelines and share those guidelines with the Board, the other employee organization, and REA. The Committee shall also amend and revise those guidelines from time to time as the need may arise. Any such amendment or revision shall be shared with the Board, the other employee organization, and the REA.
- F. The Health Care Committee shall have no authority to amend, modify, or alter the current insurance benefits in the Master Agreement or the Plan Document.

#### **14.06 VISION PLAN**

Effective July 1, 2008, the Board will provide a vision plan for each member of the bargaining unit and his/her eligible dependents.

### **ARTICLE 15. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- 15.01** There shall be developed a Local Professional Development Committee (LPDC) established under Ohio Revised Code 3319.22.
- 15.02** The LPDC shall be a District Level Committee, unless the Board and the Association agree to also have building level committees.
- 15.03** A. The LPDC shall consist of four (4) classroom teachers employed by the District, one (1) Principal employed by the District, and one (1) other employee of the District approved by the Superintendent.  
B. The composition of the Committee will consist of a majority of administrators and one (1) certificated/licensed staff member when considering the development plan of a Building Principal, Assistant Principal, or other administrator.
- 15.04** The teacher members shall be selected by the REA President.
- 15.05** The term of office of each member of the LPDC shall be determined by the LPDC.
- 15.06** Vacancies of teachers shall be filled by the Association. Appointment of non-teacher vacancies shall be filled by the Board. All vacancies shall be filled for the remainder of the term.

- 15.07** The initial meeting of the LPDC shall be called by a member designated by the Superintendent. At the initial meeting, the Committee shall select a chairperson and such other officers the Committee deems necessary and shall adopt rules for the conduct of its meetings. Thereafter, the Committee shall meet at the call of the chairperson or upon the filing of a petition with the Superintendent signed by a majority of the Committee members calling for the Committee to meet.
- 15.08** The Committee shall establish rules consistent with Ohio Revised Code 3319.22. A teacher may appeal the decision of the LPDC, consistent with the Ohio State Department of Education regulations/guidelines.
- 15.09** The Committee members shall be paid three percent (3%) of the base salary as supplemental pay per year for serving on the Committee.

## **ARTICLE 16. TECHNOLOGY UTILIZATION**

### **16.01 STUDENT USAGE**

Teachers will take reasonable efforts to monitor student internet usage. However, it is recognized that students may encounter inappropriate/offensive material despite reasonable monitoring.

### **16.02 TEACHER NOTIFICATION**

Upon notification by a student of controversial material, the teacher shall inform the Principal in a timely manner. The teacher who has reasonably monitored student use shall not be subject to discipline for directing the Principal to a problem.

### **16.03 EMPLOYEE USAGE**

Employees shall be permitted use of Board provided computers and electronic devices. Any employee who desires to utilize software other than that provided by the District shall first contact the Director of Technology for approval to use or load software onto District computer(s) and/or network.

### **16.04 REVIEW**

Review of computer files, electronic mail, and voice mail with or without staff member knowledge will only be done in the ordinary course of business and will be motivated by a legitimate business reason. If a staff member's personal information is discovered, the contents of such discovery will not be reviewed by the District, unless the District has a legitimate business reason for such action. Any information discovered will be limited to those who have a specific need to know that information. This section is not intended to restrict rights under the Ohio Public Records Law.

All technology, computers, phones, e-mail, and voice mail systems are the District's property and are to be used primarily for business purposes.

Because the District's computers are to be used primarily for business purposes, staff members are prohibited from sending offensive, discriminatory or harassing computer, electronic, or voice mail messages.

## **ARTICLE 17. SPECIAL NEEDS/IEP PROVISIONS**

### **17.01 SPECIAL NEEDS/IEP PROVISIONS**

The parties recognize that the Board of Education is obligated to provide a free appropriate public education to students with disabilities under the IDEIA and/or Section 504. The parties further recognize that Federal and State statutes and regulations require that students with disabilities be educated "to the maximum extent appropriate" with children who do not have disabilities 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 student with a disability will dictate the environment in which the child is educated and that each student's education program will be developed in accordance with their individual special needs.

### **17.02 INDIVIDUALIZED EDUCATION PLAN (IEP)**

- A. Employees whose duties could be impacted by an IEP shall be provided the opportunity to participate in the development of the IEP and be present at the IEP meeting if available at the scheduled time.
- B. Each teacher with the responsibility for the education of a student on an IEP shall receive a copy of the IEP, be provided an explanation of what they are responsible to do to assist in achieving the IEP goals and objectives and be advised that they can speak to any IEP team member if they have any questions or concerns about the IEP or the student's progress.
- C. After the IEP is completed, the Special Education teacher and the building principal will ensure that teachers with regular education responsibilities for the student for the following year are provided a copy of the IEP and are afforded the chance to ask questions regarding the program, the student, and their responsibilities.

### **17.03 SPECIALIZED HEALTH CARE PROCEDURES**

Certificated/licensed personnel shall not be prohibited from, but shall not be required to, perform any medical or quasi-medical procedures for a student unless the medical procedures fall within their specific job description. Certificated/licensed personnel shall not be required to provide the custodial care services unless the care falls within their specific job description. The Board will assume all liability claims under the provisions of Chapter 2744 of the Ohio Revised Code.

### **17.04 SUPPORT SERVICES**

The Board shall strive to make available supplementary aides and services and the personnel to provide or perform any supportive services, which may be required by any student's IEP.

### **17.05 EVALUATION IMPACT**

The performance evaluation of the certificated/licensed staff members who are impacted by the IEP shall not include any negative assessment because the short/long term goals of the IEP have not been met, unless the certificated/licensed staff member has not made the mandated IEP services and/or accommodations for the student.

### **17.06 COMPENSATION FOR IEP, IAT OR 504 MEETINGS**

A teacher attending an IEP, IAT or 504 meeting that is held outside of the teacher's regular school day or outside the teacher's conference/planning period shall be paid at the current tutorial hourly rate for the time spent in IEP, IAT or 504 meetings. A reasonable attempt will be made to schedule meetings during the school day. IAT Case Managers shall be paid at the current tutorial hourly rate for time spent outside of the regular school day or outside the teacher's regular conference/planning period on IAT matters up to \$1,000.00 per year per IAT Case Manager position.

### **17.07 CONSISTENCY WITH THE LAW**

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

### **17.08 EQUITABLE DISTRIBUTION**

Efforts will be made to assign inclusion students in an equitable fashion. This provision would apply for all students for which an Individualized Education Plan (IEP) or 504 Plan is required and which plan requires placement in a regularly scheduled class excluding speech improvement students, home instruction, and various tutoring programs.

**17.09 RELEASE TIME**

- A. Full-time special education teachers and speech therapists will be allotted five (5) release days to prepare for IEP conferences. These release days shall be scheduled with the prior approval of the building administrator.

The number of release days will be adjusted down for teachers and therapists who work less than full-time.

Said members of the bargaining unit (full time intervention specialists and speech and language pathologists) may elect to seek compensation in lieu of any chosen release days at the current sub rate at no less than \$100.00 per day by notifying the building principal by October 30<sup>th</sup> of each year.

- B. As a best practice determined by the special education teacher and building principal, release time shall be provided to conduct testing and assessment, and to prepare mandated evaluation results for submission to the state. The release time shall be granted for four (4) hours each, per each alternative assessment.
- C. Certificated staff that are required to coordinate and/or assess district or state mandated testing (i.e. perform as building test coordinators) that extends beyond the work day, shall be granted compensatory time as arranged with their building administrator. The time granted shall be for up to three (3) hours per week, and shall be used within twenty (20) work days.
- D. Teachers allotted release days shall be given the opportunity to work offsite on the designated release days.

**ARTICLE 18. HEALTH AND SAFETY**

**18.01 MAINTENANCE OF HEALTH AND SAFETY**

The Board shall strive to ensure and maintain facilities that are free of hazards that might cause serious physical harm to employees and students. All bargaining unit members will report in writing to the building principal within two (2) days any hazardous conditions in the building that might cause serious physical harm to employees or students. Effective September 1, 2008, a Health and Safety Committee shall be established to implement best practice procedures for reporting and correcting health/safety issues. Implementation of the procedures shall occur no later than October 1, 2008.

## 18.02 HEALTH SUPPLIES

- A. The Board shall ensure that in the main offices, athletic offices and in every lab there shall be an adequate first aid kit, which shall be maintained by the employee(s) assigned to the particular location. When replacement supplies are needed for the first aid kit, the assigned employee will notify the Principal's secretary who will order the necessary supplies.
- B. The Board shall provide every bargaining unit member with an adequate supply of disposable rubber gloves and CPR masks. It is the responsibility of each bargaining unit member to store these supplies in a convenient yet safe location.
- C. The Board shall provide and maintain an eye wash station in every laboratory where students have access to chemicals or other caustic substances.

## 18.03 ADMINISTERING MEDICATIONS

### A. Teachers

Teachers shall not be prohibited from, but shall not be required to, administer medication or be custodians of medication. In emergency situations employees are expected to assist to the best of their ability.

### B. Support Staff

1. The issue of dispensing medication shall be referred to a joint REA/Employer Committee comprised of not more than five (5) committee members appointed by the REA and five (5) committee members appointed by the Board. The committee shall issue a report to the parties not later than May 1, 2001. Until the joint REA/ Board committee issues its report, staff who now dispense medication will continue to do so in accordance with the procedures in B2, below.
2. When it is necessary for employees to dispense prescribed medication, the following procedures shall apply:
  - a. The Principal in each building shall assign a person or persons who will supervise the storage and dispensing of prescribed medication.
  - b. A secure storage location shall be established for the storage of the medication.
  - c. Medication must be brought to the school in the container in which it was dispensed by the prescribing physician or licensed pharmacist. The container must be affixed with a prescription label

that includes the student's name, date, name of the medication, and directions of dosage.

- d. Written orders from the physician detailing the name of the medication, dosage, time interval the medication is to be given and possible side effects must be on file in the school's office. If the order originally provided by the physician changes, the parent, guardian or other person having care or charge of the student must submit a revised written order signed by a physician.
- e. Written permission from the parent requesting that the Board comply with the physician's order must be on file in the school's office before any medication can be dispensed.
- f. Each time medication is dispensed, a record will be maintained which demonstrates, at a minimum, for each student the time and date of dispensing the medication, the amount dispensed, and any additional comments that the employee deems relevant concerning the medication dispensing.
- g. No employee employed by the Board will be required to dispense a medication to a student except in accordance with the requirements of this provision and the relevant policies of the Board. The Board shall not require an employee to dispense a medication to a student if the employee objects to administering medication based upon a genuinely held religious conviction.
- h. The Sovereign Immunity Act of 1985 and its amendments apply to those employees who adhere to the provisions with the Board as it relates to the dispensing of prescription medication.
- i. At no time shall a school support employee be required to perform an invasive procedure unless it is an emergency situation.

#### **18.04 NO REPRISALS**

There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee for filing a report of an unsafe or unhealthy condition, for refusing to work under conditions that the public employee reasonably believes present an imminent danger, or for any other participation in the health and safety program.

#### **18.05 SAFETY COMMITTEE**

Four (4) REA representatives shall be designated to serve on the current District Safety Committee chaired by the Coordinator of Business Services.

## **ARTICLE 19. PARENTAL CONCERN PROCEDURE**

### **19.01 PURPOSE**

Community and school relations shall ideally reflect an attitude of mutual concern and cooperation in the constant attempt to provide the best possible learning environment for the students. However, complaints and misunderstanding are sometimes inevitable.

### **19.02 INFORMAL RESOLUTION**

Communications between parents and the school ideally should be such that most concerns may be resolved through personal conferences at the school level. Various avenues of contact between the employee, student, parent/guardian principal and other appropriate staff personnel shall be utilized before using the formal written procedures outlined below. Prior to implementing a plan to resolve a parental concern, the principal will meet with and seek input from the employee.

### **19.03 FORMAL WRITTEN RESOLUTION**

If the informal resolution process does not lead to an understanding and/or resolution of the concern(s) involved, a parent may pursue further action by submitting in writing the concern(s) involving the bargaining unit member to the principal or immediate supervisor. If such a concern is not submitted in writing by the parent, the matter shall be considered closed. The bargaining unit member shall be present at all meetings involving the expressed concern(s) about the bargaining unit member. The bargaining unit member shall have the opportunity to have his/her Union representative present at all formal meetings.

### **19.04 GENERAL PROVISIONS**

- A. Written statements by parents shall be on the Parental Concerns Form, shall include the problem which has arisen, and shall be signed.
- B. The affected employee shall be given a copy of any written concern on or before the next regular workday of the Administration's receipt of the concern.
- C. Anonymous concerns shall have no validity.

## **ARTICLE 20. SUPPORT STAFF WORKING CONDITIONS**

### **20.01 OVERTIME/EXTRA DUTY**

- A. Extra duty work is work performed beyond the normal workday but not in excess of forty (40) hours per week. Extra duty work shall be paid at the employee's regular hourly rate of pay.
- B. Overtime work performed in excess of a forty (40) hours per week in pay status (Monday through Sunday) shall be considered overtime and paid at the rate of one and one-half (1 1/2) times the employee's regular hourly wage rate.
- C. Extra duty and overtime work shall be voluntary and pre-approved by the building principal.

### **20.02 TECHNOLOGY TRAINING**

Support staff employees will be afforded the opportunity to obtain Board provided training for new technology. If the training is designated as required by the administration, the support staff employee will be paid his/her regular rate of pay for all training time spent outside of the regular work day. New systems, equipment, or software that are demonstrated to be unfamiliar to the employee and are required in their assignment shall be designated as requiring training.

All other training opportunities are voluntarily and will not be paid.

### **20.03 SUPPORT STAFF SUBSTITUTIONS**

In the event of a support staff employee secretary or assistant absence, the Revere Board of Education shall endeavor to provide a substitute secretary or assistant when such personnel is available on the substitute list. The Board shall maintain an updated list of substitute secretaries and assistants. The list shall be available for review upon request. No support staff employee shall be required to perform substitute services, or provide services outside of his/her job description.

## **ARTICLE 21. GENERAL PROVISIONS**

### **21.01 CONTINUOUS PERFORMANCE**

During this Contract, neither the Association, its agents, or the bargaining unit members represented by the Association will engage in a strike or any other concerted effort which interferes with, impedes, or impairs the normal operation of the schools. Exercise of statutory rights to withhold service for health or safety reasons shall be a protected activity as provided by law.

## **21.02 RIGHTS**

The duties and obligations of the parties to this Contract shall be limited to those expressly set forth by law and/or by the provisions of this Contract.

## **21.03 COMPLETE AGREEMENT**

This Agreement supersedes and cancels all previous Agreements, verbal or written or based upon alleged past practice, between the Board of Education and the Association, and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties.

## **21.04 CONTRARY TO LAW**

If any provision or application of this Agreement is determined by a court of competent jurisdiction, by an act of the Federal and/or State Legislature, regulations, or orders issued by Federal or State authorities, or by mutual agreement of the parties, that provision shall be considered null and void to the extent specifically prohibited, but all other provisions herein shall continue in full force and effect. If a provision becomes unworkable due to its being contrary to law, such action shall be reason for a reopening of negotiations within ten (10) calendar days after receipt of a request by the Association or the Board on that provision to obtain a workable provision within the established legal structure.

## **21.05 INDIVIDUAL CONTRACTS AND SALARY NOTICES**

- A. A contract or salary notice shall be issued to each member of the bargaining unit no later than July 1 for the following work year. The contract or salary notice shall contain at least the following information:
1. Names of the parties;
  2. Term of contract, type of contract (limited or continuing), or annual salary;
  3. Salary;
  4. Number of pay periods and date of first pay;
  5. The statement: "The Master Contract negotiated between the Association and the Board is herein incorporated by reference. Any argument or dispute will be settled by the provisions established in said Master Contract or by provisions provided by law."

B. Contract Issuance

1. Limited Contracts – Certified Staff

One (1) year limited contract	Upon initial employment
One (1) year limited contract	Upon reemployment for second and third years
Three (3) year limited contract	All subsequent contracts can be for three (3) years until such time as the teacher qualifies for a continuing contract.

A multi-year contact would only be issued to a teacher who shows evidence of the following:

a. District Level Leadership

That is active membership in one or more district level committees and/or district initiatives.

b. Building Level Leadership

That is active membership in one or more building level committees and/or building initiatives.

c. Technology Proficiency

The teacher must have tested out and shown proficiency at the novice level competencies developed through School Net technology training.

d. Classroom Evaluations

The teacher must have had positive written evaluations from the Building Principal or supervisor.

Each year of the multi-year contract, the teacher must continue his/her involvement in Items B.1. a, b and c, above.

If a teacher who is eligible for reemployment for a third (3rd) year and beyond and does not show evidence for eligibility of a multi-year contact as listed above, that teacher may be given another one-year limited contract.

2. Continuing Contract

- a. A continuing contract is a contract which shall remain in effect until the employee resigns, elects to retire or is retired pursuant to Ohio Revised Code 3307.37, or until he/she is terminated or suspended.
- b. To be eligible for continuing service status, employees shall:
  - 1) Have a professional, life, or permanent certificate/license;
  - (2) Any teacher holding a professional educator license who has completed the applicable one of the following:
    - (a) If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;
    - (b) If the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.
  - 3) Have taught three (3) out of the last five (5) years in this District; or
  - 4) Have been granted tenure in another district and taught two (2) years in this District.
- c. Teachers who meet the above requirements are to submit a letter to the office of the Superintendent, on or before September 15, indicating their interest in being considered for continuing contract status.

- d. When a teacher has met the requirements for a continuing contract and makes a request, one of the following must be done:
  - 1) Award a continuing contract after four (4) classroom observations, at least one (1) by the Superintendent or his/her designee during the tenure evaluation year.
  - 2) Non-renew the teacher's limited contract.
  - 3) Withhold the continuing contract for one (1) year during which time the teacher must follow a detailed plan of improvement to correct deficiencies specified on the evaluations. At the end of the extended limited contract period, the teacher will receive the continuing contract or be non-renewed.
- e. If an employee becomes eligible for a continuing contract during a multi-year limited contract, that employee may request in writing prior to September 15 to be considered for a continuing contract. If no continuing contract is issued, the current multi-year contract shall remain in effect.

3. Contracts: Support Staff

- a. Each support staff employee shall be provided a copy of his/her applicable individual contract.
- b. Contracts shall be issued as follows:

One-Year Contract	Upon initial employment
Two-Year Contract	Upon reemployment for a second school year.
Continuing Contract	Upon reemployment for a fourth school year.

- c. Not later than June 15, the Board shall issue a salary notice to each support staff employee for the following school year.

**21.06 PRINTING OF AGREEMENT**

This Agreement and any amendments to this Agreement will be printed in booklet form, approximately 4" X 7 1/2", in sufficient number to supply one (1) for each bargaining unit member, plus thirty (30) extra copies for the Association. The cost of printing shall be shared equally by the parties.

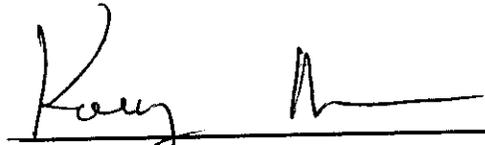
**21.07 DURATION**

This Agreement shall be effective July 1, 2012, and remain in effect through June 30, 2015.

IN WITNESS WHEREOF, the parties hereto have set their hands this 11<sup>th</sup> day  
of DECEMBER, 2012.

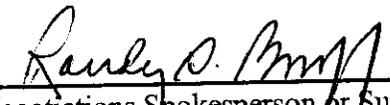
**For the  
REVERE EDUCATION ASSOCIATION:**

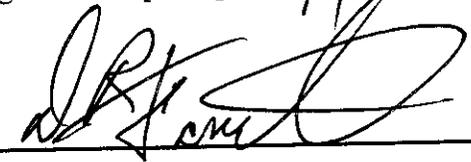
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Negotiations Chairperson

**For the  
BOARD OF EDUCATION of the  
REVERE LOCAL SCHOOL DISTRICT:**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Negotiations Spokesperson or Superintendent

  
\_\_\_\_\_  
Treasurer



E. Disposition of Grievance: \_\_\_\_\_  
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Decision Rendered By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Step

**TEACHER OBSERVATION FORM  
REVERE LOCAL SCHOOL DISTRICT**

Teacher's Name: \_\_\_\_\_ Administrator: \_\_\_\_\_

Building: \_\_\_\_\_ Teaching Assignment: \_\_\_\_\_

Class Observed: \_\_\_\_\_ Observation Date: \_\_\_\_\_

Observation:  Announced  Unannounced    Observation #1  #2  #3  #4

**CODE: S - Satisfactory    NI - Needs Improvement\*    NA - Not Applicable**  
\* Must be accompanied by comments and/or suggestions.

**PLANNING & PREPARATION**

- \_\_\_ 1. Lesson plans state clear learning goals for the lesson that are appropriate for the students.
- \_\_\_ 2. Creates or selects teaching methods, learning activities, and instructional materials or other resources that are appropriate for the students and that are aligned with the goals of the lesson.
- \_\_\_ 3. Creates or selects assessment strategies that are appropriate for the students and that are aligned with the goals of the lesson.
- \_\_\_ 4. Lesson plans show evidence that lessons comply with state standards, courses of study, and/or vocational competencies (where applicable).

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Teacher Comments/Reflections: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CLASSROOM ENVIRONMENT**

- \_\_\_1. Establishes and maintains disciplinary expectations which are fairly and consistently enforced while showing respect for the learner.
- \_\_\_2. Maintains the physical environment as safely as possible.
- \_\_\_3. Establishes a positive environment that stimulates learning.
- \_\_\_4. Uses instructional time effectively, and students maintain a high level of time on task.

Comments: \_\_\_\_\_

\_\_\_\_\_

Teacher Comments/Reflections: \_\_\_\_\_

\_\_\_\_\_

**CLASSROOM INSTRUCTION**

- \_\_\_1. Learning goals are clearly evident and appropriate for students.
- \_\_\_2. Establishes an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.
- \_\_\_3. Accommodates individual needs and learning styles, and uses methods of teaching that are appropriate for students.
- \_\_\_4. Involves students in the active learning process, and encourages students to use higher order thinking skills.
- \_\_\_5. Monitors students' understanding of content through a variety of means, provides feedback to assist learning, and adjusts learning activities as the situation demands.

Comments: \_\_\_\_\_

\_\_\_\_\_

Teacher Comments/Reflections: \_\_\_\_\_

\_\_\_\_\_

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**PROFESSIONAL RESPONSIBILITIES**

- \_\_\_ 1. Displays neat and appropriate appearance.
- \_\_\_ 2. Maintains poise and self-control.
- \_\_\_ 3. Communications with students are clear, concise, and appropriate.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Teacher Comments/Reflections: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Administrator's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Teacher's Signature**

\_\_\_\_\_  
**Date**

**(Signature indicates examination; it does not indicate agreement.)**

**APPENDIX C**

**PRE-CONFERENCE INFORMATION FOR CLASSROOM OBSERVATION**

Conference Held: Yes \_\_\_\_\_ No \_\_\_\_\_ Date \_\_\_\_\_

Persons Attending \_\_\_\_\_

Observer \_\_\_\_\_

Date of Observation \_\_\_\_\_

I. OBJECTIVES OF THE LESSON:

II. METHODS OF INSTRUCTION:

A. Procedures/Activities

B. Resources

C. Evaluation

III. RELATIONSHIP OF THIS LESSON TO CURRENT UNIT:

IV. SPECIAL CONSIDERATIONS:

**TEACHER EVALUATION FORM  
REVERE LOCAL SCHOOL DISTRICT**

Teacher: \_\_\_\_\_ Grade: \_\_\_\_\_ School: \_\_\_\_\_

Midterm  Final Date: \_\_\_\_\_

**A. PLANNING AND PREPARATION**  Satisfactory  Needs Improvement

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**B. CLASSROOM ENVIRONMENT**  Satisfactory  Needs Improvement

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**C. CLASSROOM INSTRUCTION**  Satisfactory  Needs Improvement

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**D. PROFESSIONAL ATTITUDES AND RESPONSIBILITIES**

Satisfactory  Needs Improvement

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**Teacher Comments/Reflections**

Teacher comments are encouraged. Feel free to write on the back or attach a response.

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**REVERE LIBRARY OBSERVATION REPORT**

Librarian \_\_\_\_\_ Administrator \_\_\_\_\_ Building \_\_\_\_\_

Observation Date \_\_\_\_\_

Observation:  Announced  Unannounced Observation  #1  #2  #3  #4

A. Program Administration  Satisfactory  Needs Improvement

1. Organizes, administers, and evaluates the library media center according to accepted practices.
2. Plans and evaluates library program.
3. Manages budget and staff.
4. Establishes policies and procedures.

Comments: \_\_\_\_\_  
\_\_\_\_\_

Teacher Comments/Reflections: \_\_\_\_\_  
\_\_\_\_\_

B. Collection Development  Satisfactory  Needs Improvement

1. Utilizes selection policy developed for collection mapping and evaluation and weeding.
2. Selects resources and equipment according to established guidelines.
3. Acquires, organizes and promotes resources.

Comments: \_\_\_\_\_  
\_\_\_\_\_

Teacher Comments/Reflections: \_\_\_\_\_  
\_\_\_\_\_

C. Information Access and Delivery  Satisfactory  Needs Improvement

1. Utilizes knowledge of information resources, literature and current technology.
2. Schedules services, resources and facility.
3. Demonstrates awareness of ethical and legal concerns surrounding use of information.

Comments: \_\_\_\_\_  
\_\_\_\_\_

Teacher Comments/Reflections: \_\_\_\_\_  
\_\_\_\_\_

- D. Learning and Teaching  Satisfactory  Needs Improvement
1. Learning goals are clearly evident and appropriate for students.
  2. Establishes an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.
  3. Accommodates individual needs and learning styles, and uses methods of teaching
  4. Involves students in the active learning process, and encourages students to use higher order thinking skills.
  5. Monitors students' understanding of content through a variety of means, provides feedback to assist learning and adjusts learning activities as the situation demands.

Comments: \_\_\_\_\_

Teacher Comments/Reflections: \_\_\_\_\_

- E. Professional Development, Leadership, and Advocacy  Satisfactory  Needs Improvement
1. Participates in professional development.
  2. Incorporates codes of ethics into library services and instruction.
  3. Demonstrates an awareness of issues and trends and legislation affecting libraries and education.
  4. Advocates for the role of strong library programs in developing successful students.

Comments: \_\_\_\_\_

Teacher Comments/Reflections: \_\_\_\_\_

Observer \_\_\_\_\_ Date \_\_\_\_\_ Teacher \_\_\_\_\_

**REVERE LIBRARIAN EVALUATION REPORT**

Librarian \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_

A. Program Administration  Satisfactory  Needs Improvement

\_\_\_\_\_  
\_\_\_\_\_

B. Collection Development  Satisfactory  Needs Improvement

\_\_\_\_\_  
\_\_\_\_\_

C. Information Access and Delivery  Satisfactory  Needs Improvement

\_\_\_\_\_  
\_\_\_\_\_

D. Learning and Teaching  Satisfactory  Needs Improvement

\_\_\_\_\_  
\_\_\_\_\_

E. Professional Development, Leadership, and Advocacy  Satisfactory  Needs Improvement

\_\_\_\_\_  
\_\_\_\_\_

Recommendation for the \_\_\_\_\_ school year:

\_\_\_\_\_ RE-EMPLOYMENT \_\_\_\_\_ NON-RENEWAL \_\_\_\_\_ TERMINATION

Signed \_\_\_\_\_ Date \_\_\_\_\_

Librarian

[Signature of teacher does not necessarily indicate agreement but that he/she received a copy.]

Signed \_\_\_\_\_ Date \_\_\_\_\_

Principal

Librarian Response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**GOAL SETTING REPORT**

Name \_\_\_\_\_ Building \_\_\_\_\_

Grade/Subject \_\_\_\_\_ Date \_\_\_\_\_

School Year \_\_\_\_\_  I opt to participate in a three year goal setting plan.  
 I am on a continuing contract in the three year rotation observation cycle.

A. GOAL(s)

B. ACTIVITIES PLANNED TO ACHIEVE GOAL(s):

C. PROJECTED TIME LINE

D. PLAN FOR SELF-ASSESSMENT

Administrator Approval by October 15

\_\_\_\_\_

E. SELF-EVALUATION OF GOAL ACHIEVEMENT (Complete by May 1)  
Reviewed annually with Administration.

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

Administrator's Response:

Administrator's Signature \_\_\_\_\_

Date \_\_\_\_\_

**SUPPORT STAFF PERFORMANCE EVALUATION**

Name \_\_\_\_\_ Position \_\_\_\_\_

Date of Evaluation \_\_\_\_\_ Building \_\_\_\_\_

(Check Appropriate Choice)

	<b>Rating Categories</b>	<b>Satisfactory</b>	<b>Unsatisfactory</b>	<b>Not Applicable</b>
1.	Quality of Work			
2.	Quantity of Work			
3.	Job Knowledge			
4.	Dependability			
5.	Adaptability			
6.	Initiative			
7.	Work Habits			
8.	People Skills			
9.	Professionalism			

\_\_\_\_\_ REEMPLOY      \_\_\_\_\_ NONRENEW      \_\_\_\_\_ TERMINATE

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

Evaluator Comments:

Note: If any deficiencies are cited, the supervisor must attach an appropriate improvement program.

Evaluator \_\_\_\_\_  
Date \_\_\_\_\_

Employee Comments:

I have received a copy of this evaluation report and have had the opportunity to read it.

Employee \_\_\_\_\_  
Date \_\_\_\_\_

**CATEGORIES FOR EVALUATING SUPPORT STAFF EMPLOYEES**

Each category is to be judged separately.

The following are things to consider in each Rating Category which may help you in your judgment:

1. Quantity Consider the quantity of work turned out and the promptness with which it is completed, as measured against the quantity of work.
2. Quality Consider the neatness, accuracy and general efficiency of the work. Does the employee demonstrate high skills in this respect?
3. Knowledge Consider how much the employee knows about the present job and his/her ability to apply it.
4. Dependability Consider the employee's reliability in meeting work requirements and schedules.
5. Adaptability Consider the ability to adjust to varying conditions and the ability to learn.
6. Initiative Consider the ability to recognize problems as they occur and use appropriate methods and address the situation.
7. Work Habits Consider whether or not working habits are conscientious, safe and time saving.
8. People Skills Exhibits a professional relationship with school personnel and the community.
9. Professionalism Exhibits and maintains a demeanor and appearance that is appropriate for the working environment.

**TEACHER'S REQUEST FOR PERSONAL LEAVE OF ABSENCE**

Name of Employee \_\_\_\_\_ Date \_\_\_\_\_  
Assignment \_\_\_\_\_ Building \_\_\_\_\_

I am requesting Personal Leave under Article 11, Section 11.02, for the valid reason checked below, on the date(s) indicated:

- Date(s)
- \_\_\_\_\_ Legal transactions or legal matters which cannot be scheduled outside of the regular working day.
  - \_\_\_\_\_ Observance of religious holiday.
  - \_\_\_\_\_ Day of the marriage of the teacher, teacher's child, or teacher's parent.
  - \_\_\_\_\_ Graduation exercises of the teacher, teacher's child, teacher's spouse, or teacher's parent.
  - \_\_\_\_\_ House or dwelling of teacher damaged by fire, flood, or severe accident.
  - \_\_\_\_\_ Travel conditions which make it unsafe for the teacher to report as assigned.
  - \_\_\_\_\_ Repair of damaged major appliance which would create hazardous conditions to the teacher's dwelling if left unattended.
  - \_\_\_\_\_ Personal business transactions which it is impossible to schedule after completion of regular school day.
  - \_\_\_\_\_ Wedding or funeral of a relative or friend.

Falsification of the reasons for Personal Leave shall be grounds for discipline, including discharge.

\_\_\_\_\_  
Teacher's Signature

\*\*\*\*\*

\_\_\_\_ Other for good and sufficient reasons. (State reasons on the back of this form)

DISPOSITION

The above personal leave for other good and sufficient reasons is hereby:

\_\_\_\_\_ Approved      \_\_\_\_\_ Not Approved

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Building Principal

\_\_\_\_\_  
Signature of Superintendent

Submit in Triplicate: \_\_\_\_\_ Teacher's Copy    \_\_\_\_\_ Principal's Copy    \_\_\_\_\_ Superintendent's Copy

**APPENDIX K**

**REVERE CERTIFICATED SALARY  
INDEX**

<u>YEARS</u>	<u>BA</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>MAST</u>	<u>MA + 15</u>	<u>MA + 30</u>	<u>PhD</u>
STEP 0	1.0000	1.0600	1.1080	1.1560	1.2000	1.2440	1.2880
STEP 1	1.0620	1.1110	1.1600	1.2190	1.2630	1.3070	1.3510
STEP 2	1.1120	1.1620	1.2120	1.2820	1.3260	1.3700	1.4140
STEP 3	1.1620	1.2130	1.2640	1.3450	1.3890	1.4330	1.4770
STEP 4	1.2120	1.2640	1.3160	1.4080	1.4520	1.4960	1.5400
STEP 5	1.2620	1.3150	1.3680	1.4710	1.5150	1.5590	1.6030
STEP 6	1.3120	1.3660	1.4200	1.5340	1.5780	1.6220	1.6660
STEP 7	1.3620	1.4170	1.4720	1.5970	1.6410	1.6850	1.7290
STEP 8	1.4120	1.4680	1.5240	1.6600	1.7040	1.7480	1.7920
STEP 9	1.4620	1.5190	1.5760	1.7230	1.7670	1.8110	1.8550
STEP 10	1.5120	1.5700	1.6280	1.7860	1.8300	1.8740	1.9180
STEP 11	1.5620	1.6210	1.6800	1.8490	1.8930	1.9370	1.9810
STEP 12	1.6120	1.6720	1.7320	1.9120	1.9560	2.0000	2.0440
STEP 13	1.6620	1.7230	1.7840	1.9750	2.0190	2.0630	2.1070
STEP 14	1.7120	1.7740	1.8360	1.9750	2.0190	2.0630	2.1070
STEP 15	1.7620	1.8250	1.8880	1.9750	2.0190	2.0630	2.1070
STEP 17	1.7620	1.8250	1.8880	2.0380	2.0820	2.1260	2.1700
STEP 19	1.8120	1.8760	1.9400	2.0380	2.0820	2.1260	2.1700
STEP 20	1.8120	1.8760	1.9400	2.1010	2.1450	2.1890	2.2330
STEP 22	1.8620	1.9270	1.9920	2.1010	2.1450	2.1890	2.2330
STEP 23	1.8620	1.9270	1.9920	2.1640	2.2080	2.2520	2.2960
STEP 25	1.9120	1.9780	2.0440	2.1640	2.2080	2.2520	2.2960
STEP 26	1.9120	1.9780	2.0440	2.2270	2.2710	2.3150	2.3590

**APPENDIX L**

**REVERE CERTIFICATED SALARY SCHEDULE**  
**Effective July 1, 2012 - June 30, 2015**  
**Base Salary: \$38,203**

<b>YEARS</b>	<b>BA</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>MAST</b>	<b>MA + 15</b>	<b>MA + 30</b>	<b>PhD</b>
STEP 0	38,203	40,495	42,329	44,163	45,844	47,525	49,205
STEP 1	40,572	42,444	44,315	46,569	48,250	49,931	51,612
STEP 2	42,482	44,392	46,302	48,976	50,657	52,338	54,019
STEP 3	44,392	46,340	48,289	51,383	53,064	54,745	56,426
STEP 4	46,302	48,289	50,275	53,790	55,471	57,152	58,833
STEP 5	48,212	50,237	52,262	56,197	57,878	59,558	61,239
STEP 6	50,122	52,185	54,248	58,603	60,284	61,965	63,646
STEP 7	52,032	54,134	56,235	61,010	62,691	64,372	66,053
STEP 8	53,943	56,082	58,221	63,417	65,098	66,779	68,460
STEP 9	55,853	58,030	60,208	65,824	67,505	69,186	70,867
STEP 10	57,763	59,979	62,194	68,231	69,911	71,592	73,273
STEP 11	59,673	61,927	64,181	70,637	72,318	73,999	75,680
STEP 12	61,583	63,875	66,168	73,044	74,725	76,406	78,087
STEP 13	63,493	65,824	68,154	75,451	77,132	78,813	80,494
STEP 14	65,404	67,772	70,141	75,451	77,132	78,813	80,494
STEP 15	67,314	69,720	72,127	75,451	77,132	78,813	80,494
STEP 17	67,314	69,720	72,127	77,858	79,539	81,220	82,901
STEP 19	69,224	71,669	74,114	77,858	79,539	81,220	82,901
STEP 20	69,224	71,669	74,114	80,265	81,945	83,626	85,307
STEP 22	71,134	73,617	76,100	80,265	81,945	83,626	85,307
STEP 23	71,134	73,617	76,100	82,671	84,352	86,033	87,714
STEP 25	73,044	75,566	78,087	82,671	84,352	86,033	87,714
STEP 26	73,044	75,566	78,087	85,078	86,759	88,440	90,121

\*The parties agree that there shall be no longevity/experience step movement for the 2012-2013 school year, and in lieu the Board shall provide a one-time one thousand dollar (\$1,000.00) payment, payable in four (4) equal installments during the months of October, 2012; December, 2012; March, 2013; and June, 2013 separate from regular payroll.

APPENDIX M

REVERE SUPPORT STAFF INDEX

	SECRETARIES:			SPECIALISTS:	
	<u>Ten Month</u>	<u>Eleven Month</u>	<u>Twelve Month</u>	<u>Library Media Assistant</u>	<u>Intervention Instruction Assistant</u>
STEP 0	1.0000	1.0000	1.0000	1.0000	1.0000
STEP 1	1.0470	1.0470	1.0470	1.0470	1.0470
STEP 2	1.0820	1.0820	1.0820	1.0820	1.0820
STEP 3	1.1170	1.1170	1.1170	1.1170	1.1170
STEP 4	1.1520	1.1520	1.1520	1.1520	1.1520
STEP 5	1.1870	1.1870	1.1870	1.1870	1.1870
STEP 6	1.2220	1.2220	1.2220	1.2220	1.2220
STEP 7	1.2720	1.2720	1.2720	1.2720	1.2720
STEP 8	1.3120	1.3120	1.3120	1.3120	1.3120
STEP 9	1.3520	1.3520	1.3520	1.3520	1.3520
STEP 10	1.3920	1.3920	1.3920	1.3920	1.3920
STEP 12	1.4320	1.4320	1.4320	1.4320	1.4320
STEP 14	1.4720	1.4720	1.4720	1.4720	1.4720
STEP 18	1.5120	1.5120	1.5120	1.5120	1.5120
STEP 22	1.5520	1.5520	1.5520	1.5520	1.5520
STEP 25	1.6020	1.6020	1.6020	1.6020	1.6020

APPENDIX N

<b>REVERE SUPPORT STAFF SALARY SCHEDULE</b>					
<b>Effective July 1, 2012 to June 30, 2015</b>					
	<b>SECRETARIES:</b>			<b>SPECIALISTS:</b>	
	<u>Ten Month Principal</u>	<u>Eleven Month Assistant Principal</u>	<u>Twelve Month Principal</u>	<u>Library Media Assistant</u>	<u>Intervention Instruction Assistant</u>
<u>Base Salaries:</u>	<b>\$23,970</b>	<b>\$24,995</b>	<b>\$30,329</b>	<b>\$12.21</b>	<b>\$12.21</b>
STEP 0	23,970	24,995	30,329	12.21	12.21
STEP 1	25,097	26,170	31,754	12.78	12.78
STEP 2	25,936	27,045	32,816	13.21	13.21
STEP 3	26,774	27,919	33,877	13.64	13.64
STEP 4	27,613	28,794	34,939	14.07	14.07
STEP 5	28,452	29,669	36,001	14.49	14.49
STEP 6	29,291	30,544	37,062	14.92	14.92
STEP 7	30,490	31,794	38,578	15.53	15.53
STEP 8	31,449	32,793	39,792	16.02	16.02
STEP 9	32,407	33,793	41,005	16.51	16.51
STEP 10	33,366	34,793	42,218	17.00	17.00
STEP 12	34,325	35,793	43,431	17.48	17.48
STEP 14	35,284	36,793	44,644	17.97	17.97
STEP 18	36,243	37,792	45,857	18.46	18.46
STEP 22	37,201	38,792	47,071	18.95	18.95
STEP 25	38,400	40,042	48,587	19.56	19.56

\*The parties agree that there shall be no longevity/experience step movement for the 2012-2013 school year, and in lieu the Board shall provide a one-time seven hundred dollar (\$700.00) payment, payable in four (4) equal installments during the months of October, 2012; December, 2012; March, 2013; and June, 2013 separate from regular payroll.

**WAIVER AGREEMENT: JOB SHARING**

Between the Revere Schools and \_\_\_\_\_.

It is agreed that the above teacher may share the assignment normally scheduled for a single teacher.

The following conditions are understood and agreed to between the teacher and the Revere Education Association:

- A. Teachers who wish to share a full-time position shall submit a written plan for such arrangement to the Superintendent and Building Principal no later than March 1 of the school year preceding the proposed position share.
- B. The written plan shall include a proposed teaching schedule, including all building responsibilities. While it may not be possible to make the teaching schedules and responsibilities exactly equal, reasonable efforts shall be made to make the teaching schedules and responsibilities equitable.
- C. Members of a Job Sharing Team shall not be assigned duties or responsibilities in excess of one regular full-time position. Both members of the Job Sharing Team shall attend In-Service Day(s) and system-scheduled Parent Conferences. One (1) member of the Job Sharing Team will attend staff meetings, and that member shall inform the other member of the Job Sharing team of the meeting content.
- D. Teachers assigned to job sharing positions shall be scheduled to work one-half (1/2) day each day of the school year. Compensation shall be at one-half (1/2) the level which the teacher would receive under a full-time contract, and movement on the salary schedule shall be no movement for year one (1), and one (1) step after year two (2).
- E. Each member of the Job Sharing Team shall be responsible for payment of 50% of the Board's cost of the insurance premium, if he/she elects coverage.
- F. Each member of the Job Sharing Team shall accrue one (1) year of seniority for each year of job sharing.
- G. Job sharing may be in effect for one (1) school year, if approved by the Superintendent. Applications for renewal for subsequent school years must be submitted in writing by March 1 and are subject to approval by the Superintendent. In the first year of the job sharing experience, the Board shall treat the vacancy created by the job sharing as a leave of absence.

- H. If after the first year the members of the Job Sharing Team do not reapply, or the team is not approved for a subsequent year, then the team members shall be reinstated to full-time positions for the following school year. In subsequent years, if the members of the Job Sharing Team do not reapply, or the team is not approved for a subsequent year, then the team members shall be reinstated to a full-time position for the following school year if a position is available. If no position is available, the teacher of the Job Sharing Team with the least seniority shall be placed on the recall list until recalled for a vacancy. The Board shall reinstate all eligible Job Sharing teachers to full-time status before hiring personnel from outside the school district to fill a position for which the eligible Job Sharing teacher is certified/licensed.
  
- I. During any school year, there shall never be more than three (3) Job Sharing Teams district-wide.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

**SUPPLEMENTARY CONTRACTS SALARY SCHEDULE**

Stipends paid for supplemental contract co curricular activities are specified as percentages of the base salary (BA-0 experience) on the salary schedule in effect during the school year in which the activity is conducted.

**CO-CURRICULAR ATHLETIC POSITIONS: STIPENDS AND LONGEVITY**

Football	Head	.19
	Assistant	.13
	8th Grade	.09
Soccer	Head (Boys/Girls)	.15
	Junior Varsity (Boys/Girls)	.09
	9th Grade Boys	.09
Volleyball	Head	.12
	Assistant	.07
Cross Country	Head (Boys & Girls)	.09
	7th & 8th Grades	.07
	7th & 8th Grades Assistant	.04
Golf	Head	.09
	Assistant	.07
Tennis	Boys	.09
	Assistant (Boys/Girls)	.07
Tennis	Girls	.09
Basketball	Head (Boys)	.17
	Varsity Assistant	.13
	Assistant (Boys)	.13
	7th & 8th Grades (Boys)	.09
Basketball	Head (Girls)	.17
	Varsity Assistant	.13
	Assistant (Girls)	.13
	7th & 8th Grades (Girls)	.09
Wrestling	Head	.17
	Assistant	.13
	7th & 8th Grades	.09
Baseball	Head	.12
	Assistant	.09
	Junior Varsity	.09
Track	Head (Boys/Girls)	.12
	Assistant	.09
	7th & 8th Grades	.08

**APPENDIX P**  
**p. 2 of 4**

Softball	Head	.12
	Varsity Assistant	.09
	Junior Varsity	.09
Cheerleaders	Varsity	.12
	Assistant	.08
	Freshman	.05
	8th Grade	.05
Weight Room	(four seasons)	.03 per season
Swim Team	Head	.09
	Assistant	.07

Longevity increases will be provided for all positions accordingly:

4-5-6 Years	=	1% of Base Teacher's Salary
7-8-9 Years	=	2% of Base Teacher's Salary
10 Years	=	3% of Base Teacher's Salary

Longevity will be based on the years of experience coaching in a particular sport in the Revere Local School District.

Note: Grandfather former longevity modifications for current bargaining unit members who held supplemental contract during the 2007-2008 school year as long as future contract remains in same sport or activity; if there is a break in contract or a change to another sport or activity, new longevity modification percentages will become applicable when appropriate.

**CO-CURRICULAR NON-ATHLETIC POSITIONS: STIPENDS AND LONGEVITY**

Class Advisor	Grade 12	.09
	Grade 11	.07
	Grade 10	.04
	Grade 9	.04
Debate		.08
Forensic		.08
Department Heads		.07
Flags		.06
Band	Director	.10
	Assistant	.065
	Jazz/Concert	.03
	Percussion Advisor	.06
	Pep/Concert Band	.02

**APPENDIX P**

**p. 3 of 4**

Vocal Music, Director		.07
Vocal Music/Musical		.02
Band Director/Musical		.02
Choreographer/Musical		.02
National Honor Society		.04
Student Council	High School	.09
	High School Assistant	.04
	Middle School	.04
Stage Manager		.10
Dramatics	Director	.07
	Assistant	.05
Books Alive		.02
Key Club		.05
Gaming Club		.03
Lantern		.03
Middle School Band		.02
Middle School Choir		.02
Yearbook		.08
Art Club		.03
N.A.H.S. Advisor		.03
Audio Visual	Director, Revere Middle	.06
	Director, High School	.065
	Director, Elementary (one per school)	.04
Odyssey of the Mind, Coaches	(per team)	.01
Academic Challenge	Head (if televised)	.03
	Assistant	.03
Academic Decathlon		.02
Revere-Ettes	Head	.09
	Assistant	.05
Bus Duty		.03
Building Computer Coordinator	(one per school)	.04
Chess		.04
Ohio Math League		.02
Math Counts		.02
RHS Science Olympics		.02
RMS Science Olympics		.02
World Awareness Coordinator	(Bi-Annual)	.05
International Club		.03
Project Love		.03

Longevity increases will be provided for all positions accordingly:

4-5-6 Years	=	1% of Base Teacher's Salary
7-8-9 Years	=	2% of Base Teacher's Salary
10 Years	=	3% of Base Teacher's Salary

Longevity will be based on the years of experience coaching in a particular sport in the Revere Local School District.

Note: Grandfather former longevity modifications for current bargaining unit members who held supplemental contract during the 2007-2008 school year as long as future contract remains in same sport or activity; if there is a break in contract or a change to another sport or activity, new longevity modification percentages will become applicable when appropriate.

\* In addition to the above, the coach(es) whose starting date is to exceed more than ten (10) working days before the beginning of school shall receive an additional .01% of the base teacher salary for each ten (10) days or part thereof where practices approved by the Administration are scheduled.

+ To be filled at option of the Board as long as the failure to do so does not result in a violation of Article 6, Section 6.02, A.2.

The number of Athletic Assistant Coaches shall not be decreased. Additional Assistants shall be added according to need upon mutual agreement between the Head Coach and the Superintendent.

SICK LEAVE TRANSFER NOTICE

Date of Distribution to Members: \_\_\_\_\_

\_\_\_\_\_ who works at \_\_\_\_\_ is about to  
(Print Name) (Building)  
exhaust his/her accumulated Sick Leave and has requested the transfer of Sick Leave from any  
employee willing to transfer one (1) or more days. It is estimated that \_\_\_\_\_ days will be needed.

Any employee wishing to transfer accumulated Sick Leave should complete the form below and  
return it to the Association President. An employee may transfer a maximum five (5) days per  
year. A transfer which would reduce the donor employee to less than forty (40) accumulated days  
will not be implemented. A limit of thirty (30) days per year (July 1 through June 30) can be  
received by an employee.

**Transfer Authorization**

I, \_\_\_\_\_, authorize the transfer of  
\_\_\_\_\_ days(s) of my accumulated Sick Leave to \_\_\_\_\_.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Implementation of Transfer by Treasurer's Office**

\_\_\_\_\_ has authorized the transfer of \_\_\_\_\_  
day(s) of Sick leave to \_\_\_\_\_.

\_\_\_\_\_  
Signature, Treasurer's Office

\_\_\_\_\_  
Date

**STAFF NETWORK & INTERNET ACCEPTABLE USE & SAFETY AGREEMENT**

To access e-mail and/or the Internet at school, staff members must sign and return this form.

Use of the Internet is a privilege, not a right. The Board's Internet connection is provided for business and educational purposes only. Unauthorized or inappropriate use will result in a cancellation of this privilege.

The Board has implemented technology protection measures which block/filter Internet access to visual displays that are obscene, child pornography or harmful to minors. The Board also monitors online activity of staff members in an effort to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. ( ) The Superintendent or designee may disable the technology protection measure to enable access for bona fide research or other lawful purposes.

Staff members accessing the Internet through the Board's computers/network assume personal responsibility and liability, both civil and criminal, for unauthorized or inappropriate use of the Internet.

The Board reserves the right to monitor, review and inspect any directories, files and/or messages residing on or sent using the Board's computers/networks. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

- ( ) To the extent that proprietary rights in the design of a web site hosted on the Board's servers would vest in a staff member upon creation, the staff member agrees to license the use of the website by the Board without further compensation.

Please complete the following information:

Staff Member's Full Name (please print): \_\_\_\_\_

School: \_\_\_\_\_

I have read and agree to abide by the Staff Network and Internet Acceptable Use and Safety Policy and Guidelines. I understand that any violation of the terms and conditions set forth in the Policy is inappropriate and may constitute a criminal offense. As a use of the Board's computers/network and the Internet, I agree to communicate over the Internet and the Network in an appropriate manner, honoring all relevant laws, restrictions and guidelines.

\_\_\_\_\_  
Staff Member's Signature

\_\_\_\_\_  
Date

The Superintendent is responsible for determining what is unauthorized or inappropriate use. The Superintendent may deny, revoke or suspend access to the Network/Internet to individuals who violate the Board's Staff Network and Internet Acceptable Use and Safety Policy and related Guidelines and take such other reasonable disciplinary action as is appropriate pursuant to the applicable collective bargaining agreement (6.07) and/or Board Policy.

**INDEX**

**2**

2744 .....68

**3**

3317.13.....50  
3319.01..... 1, 34, 36  
3319.011..... 1  
3319.02..... 1, 34, 36  
3319.09..... 1  
3319.10..... 34  
3319.11..... 33, 36, 37  
3319.111..... 33, 36, 37  
3319.131..... 45  
3319.17..... 18  
3319.22..... 1, 34, 36, 65, 66

**4**

4117.09(C)..... 14  
4117.14..... 3

**5**

504 meeting .....68

**A**

AAA..... 7  
**ADMINISTERING MEDICATIONS** .....70  
Administrator Returning to Bargaining Unit..... 18  
advisory committee..... 28  
**AGREEMENT**..... i, 2, 74, 77, 100, 107  
American Arbitration Association..... 7  
Annuities ..... 10  
**APPEALS**..... 37  
**ARBITRATION** ..... 7  
arbitrator ..... 7, 8, 37  
arbitrators ..... 7  
assault..... 46  
**ASSAULT LEAVE** ..... 46  
assignment preference..... 41  
Association dues..... 10  
**ASSOCIATION LEAVE**..... 48  
**ASSOCIATION REPRESENTATIVES ACCESS TO BARGAINING UNIT MEMBERS AND/OR BUILDINGS** ..... 9  
**ASSOCIATION RIGHTS** .....ii, 8  
athletic ..... 9, 70

**B**

ballot ..... 26  
**BARGAINING PROCEDURE** .....ii, 2  
**BARGAINING TEAM** ..... 2  
**BARGAINING TIME LINES**..... 2  
**BENEFITS WHILE ON LEAVE** ..... 48  
**BOARD INFORMATION** ..... 12  
Board meeting. .... 12

<u>Breaks</u> .....	25
<u>Building Changes</u> .....	26
<b>BULLETIN BOARDS</b> .....	9

## C

<u>Calamity Days/Snow Days</u> .....	23
calendar .....	4, 17, 18, 20, 21, 23, 32, 41, 48, 62, 74
certificated/licensed .....	1, 5, 16, 17, 25, 41, 65, 68
class size .....	27, 28
<b>CLASS SIZE</b> .....	27
<b>CLASS SUBSTITUTION BY TEACHER</b> .....	55
classified .....	19, 20, 22, 25, 37, 42
Classified .....	19, 21
Classroom Observation Report .....	33, 34, 36
<b>COMMITTEE REPRESENTATIVE</b> .....	11
compensation .....	25, 30, 43, 45, 49, 54, 69, 107
<b>COMPULSORY LEAVE</b> .....	49
<b>COMPUTER TECHNOLOGY</b> .....	31
<b>CONFIDENTIALITY</b> .....	8, 40
Continuing contract .....	17, 18
<u>Continuing Contract</u> .....	35, 76, 77
continuing contracts .....	16, 17, 20, 38
Continuous service .....	16, 19
Credit Union .....	10

## D

death .....	11, 43
deficiencies .....	34, 36, 37, 38, 77, 92
<b>DENTAL PLAN</b> .....	64
<u>Direct Deposit</u> .....	50
disability .....	43, 46, 47, 48, 67
<b>DISCIPLINE AND DISCHARGE</b> .....	iii, 38, 39
discrimination .....	4, 71
Dispute Settlement .....	3
<b>DISTRIBUTION/DISPLAY OF ASSOCIATION PROMOTIONAL MATERIALS</b> .....	10
dues .....	11, 13
<b>DUES DEDUCTIONS</b> .....	10
<b>DURATION</b> .....	1, 78

## E

<b>EMPLOYMENT PRACTICES</b> .....	iii, 14
Entry Year Program .....	29
<b>EVALUATION</b> .....	iii, 32, 37, 68, 85, 90, 91
<u>Exchange of Information</u> .....	3
<b>EXTENDED FAMILY ILLNESS LEAVE</b> .....	46
<b>EXTENDED TIME CONTRACT</b> .....	55

## F

FAC .....	12
<b>FACULTY ADVISORY COUNCIL</b> .....	12
Fair Share Fee .....	iii, 13, 14
<b>FAIR SHARE FEE</b> .....	13
Family and Medical Leave Act .....	48, 55
FCPE .....	11
Federal Mediation and Conciliation Service .....	3
federally .....	4
first aid .....	70

<b>FLOATING SUBSTITUTES</b> .....	32
FMCS .....	3
<b>FULL-TIME/PART-TIME</b> .....	14

**G**

Goal Setting Report .....	vii, 36
good faith .....	2, 4, 9
grievance .....	4, 5, 6, 7, 8, 28, 37, 79
Grievance Form .....	ii, vii, 5, 6
<b><u>GRIEVANCE PROCEDURE</u></b> .....	ii, 4, 6

**H**

hazardous conditions .....	69
<b>HEALTH AND SAFETY</b> .....	69
Health and Safety Committee .....	69
health benefits .....	15
<b>HEALTH CARE COMMITTEE</b> .....	64
<u>Holidays</u> .....	21, 22

**I**

IAT .....	68
IDEIA .....	67
IEP .....	v, 28, 67, 68, 69
<b>ILLNESS OR DISABILITY LEAVE</b> .....	48
immediate family .....	43, 47
<b>IMPASSE</b> .....	3
in-service .....	20, 32
in-service, .....	20
<b><u>INSURANCE</u></b> .....	v, 55
<b>INTENSIVE SCHEDULING</b> .....	32
Internal Rebate Procedure .....	14
internet .....	66
involuntarily transferred .....	20
<u>Involuntary Transfer</u> .....	18
<b>IRS SECTION 125 PLAN</b> .....	52

**J**

<b>JOB SHARING</b> .....	49, 100
jury duty .....	49

**L**

laundry lists .....	3
<b><u>LEAVES OF ABSENCE</u></b> .....	iv, 43
Life Insurance .....	v, 45, 51, 55
limited contract .....	16, 17, 33, 75, 77
Limited contract .....	17, 18
limited contracts .....	16, 17, 20
<u>Limited Contracts</u> .....	75
<b><u>LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE</u></b> .....	v, 65
longevity .....	50, 103, 105
LPDC .....	65, 66
<u>Lunch Period</u> .....	24

## M

<b>MAILBOXES</b> .....	9
<b>MATERNITY/ADOPTION/PATERNITY LEAVE</b> .....	47
mediator .....	3
Medicare .....	14
<b>MENTOR TEACHER PROGRAM</b> .....	29
mentors .....	30
Mentors .....	30
<b>MID-TERM NEGOTIATIONS</b> .....	4
<b>MILITARY LEAVE</b> .....	49

## N

Negotiations .....	ii, 2, 3, 78
<u>NEOE A Day</u> .....	21
<b>NO REPRISALS</b> .....	71
non-renewal .....	32

## O

OAG-82-097 .....	52
Ohio Revised Code .....	1, 14, 18, 34, 36, 37, 39, 45, 46, 50, 65, 66, 68, 76
Orientation .....	20
<b>OVERTIME/EXTRA DUTY</b> .....	73

## P

Parent/Teacher .....	20
<b><u>PARENTAL CONCERN PROCEDURE</u></b> .....	vi, 72
Parental Concerns Form .....	72
Part-time teachers .....	15
<b><u>PAY PRACTICES</u></b> .....	50
<b>PAY DATES</b> .....	50
payroll deduction .....	10, 13
payroll deductions .....	11
performance evaluation .....	68
<b>PERSONAL LEAVE</b> .....	44, 94
<b><u>PERSONNEL FILES</u></b> .....	iii, 39
planning time .....	15, 32
planning/professional time .....	32
PPO .....	63
PR&R .....	5, 6, 7, 8, 79
Praxis .....	29
<u>Preparation Period</u> .....	24
President .....	2, 6, 9, 11, 14, 17, 39, 43, 54, 65, 78, 106
professional development .....	21
professional growth .....	32, 45
<b>PROFESSIONAL LEAVE</b> .....	49
public record .....	40

## R

ratification .....	2, 26
<b>REA STIPEND</b> .....	14
recall .....	1, 17, 18, 19, 20, 101
<b>RECOGNITION</b> .....	1
Records/In-service Days .....	20
reduction .....	14, 17, 18, 19, 26, 53, 63
Reduction in Force .....	20

reductions .....	16
<b>REINSTATEMENT FROM LEAVE</b> .....	48
<b>RELEASE TIME</b> .....	69
religious holidays .....	44
representation .....	13, 14, 39
retire .....	19, 51, 52, 76
retirement .....	10, 14, 43, 51, 52
Retirement .....	iv, 10, 51, 52
<b>RETIREMENT</b> .....	51
<u>Retirement Option</u> .....	10

## S

<b>SABBATICAL LEAVE</b> .....	44
<b>SALARY PLACEMENT AND ADJUSTMENT</b> .....	50
salary schedule .....	18, 46, 47, 50, 53, 54, 55, 100, 102
<b>SALARY SCHEDULES</b> .....	iv, 53
<b>SCHOOL DAY</b> .....	23
school improvement .....	12
school visitations .....	9
<b>SCHOOL YEAR</b> .....	20
<b>SCOPE OF BARGAINING</b> .....	2
Section 4117.01 .....	1
Section 504 .....	67
senior .....	17, 19, 42
seniority .....	16, 17, 18, 19, 100, 101
<b>SERS</b> .....	51, 52, 53
settlement .....	6
severance .....	51, 52
Severance pay .....	51
<b>SEVERANCE PAY</b> .....	51
Sick Leave .....	iv, vii, 18, 43, 46, 47, 51, 53, 106
<b>SICK LEAVE</b> .....	43, 106
Sovereign Immunity Act of 1985 .....	71
special needs student .....	31
<u>Spousal Insurance</u> .....	59
<b>SSP REDUCTIONS</b> .....	19
<b>STAFF REDUCTION</b> .....	16
State Employees Retirement System .....	51
State Teachers Retirement System .....	51, 52
STRS .....	iv, 14, 46, 48, 51, 52, 53
STRS/SERS .....	iv, 14, 46, 48, 51, 52, 53
students with disabilities .....	67
<b>SUBSTITUTE TEACHERS</b> .....	29
Superintendent's Advisory Committee .....	ii, 12, 21
<b>SUPERINTENDENT'S ADVISORY COMMITTEE</b> .....	12
<b>SUPPLEMENTAL</b> .....	54
supplemental contracts .....	54
support staff .....	25, 37, 39, 42, 49, 51, 53, 54, 73, 77
<u>Support Staff Vacancies</u> .....	42
suspended .....	16, 17, 18, 39, 76

## T

<b>TEACHER ASSIGNMENT</b> .....	41
Teacher Education and Licensure Standard .....	29
<b>TEACHER MATERIALS AND SUPPLIES</b> .....	28
<b>TEACHER OBSERVATION FORM</b> .....	81
<u>Teachers' Meetings</u> .....	25
<b>TECHNOLOGY UTILIZATION</b> .....	v, 66
termination .....	13, 32, 39, 46

<b>TRAINING</b> .....	32, 73
<b>TRANSFER</b> .....	iv, 40, 41, 106
<u>Traveling</u> .....	25
<b>TUITION FREE</b> .....	31

**U**

United Way .....	10
<u>Upon Termination of Membership During the Membership Year</u> .....	13
<b>USE OF INTERSCHOOL MAIL SYSTEM</b> .....	9
<b>USE OF SCHOOL FACILITIES</b> .....	9

**V**

vacancy .....	17, 18, 20, 40, 41, 42, 100, 101
<b>VACANCY</b> .....	iv, 40, 41
vacation .....	21, 22, 23, 41, 42, 43, 44, 53
<u>Vacation</u> .....	22, 23
<b>VISION PLAN</b> .....	65

**W**

Workdays .....	20, 21
Workers' Compensation .....	46
workers' compensation .....	14, 16
<b><u>WORKING CONDITIONS</u></b> .....	iii, vi, 20, 73



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President  
William Leibensperger, Vice President  
Tim Myers, Secretary-Treasurer  
Larry E. Wicks, Executive Director

*The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.*

December 13, 2012

State Employment Relations Board  
Attn: Office of the Clerk  
65 E. State St., 12<sup>th</sup> Floor  
Columbus, OH 43215-4213

STATE EMPLOYMENT  
RELATIONS BOARD  
2012 DEC 17 P 4: 52

Dear Board Members:

Enclosed please find the successor contract (effective July 1, 2012 through June 30, 2015) between the Revere Education Association and the Revere Local School District Board of Education.

Sincerely,

Mark J. Costantino  
Labor Relations Consultant

MJC/dm  
enclosure

