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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ROSS EDUCATION ASSOCIATION

AND THE

BOARD OF EDUCATION

ROSS LOCAL SCHOOL DISTRICT

Effective June 1, 2011 through August 31, 2013

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ARTICLE I - RECOGNITION

1. 1 Recognition

The Ross Local School District Board of Education, hereinafter referred to as the "Board," herein recognizes the Ross Education Association, an affiliate of the Ohio Education Association (OEA) and the National Education Association (NEA), hereinafter referred to as the "Association," as the sole and exclusive negotiations representative for all certified personnel employed by the Board including but not limited to regular classroom teachers, special education teachers, librarians/media specialists, nurses, counselors, special area teachers, and tutors, whether on leave or on per diem, but excluding the Superintendent of schools, all principals and assistant principals, supervisors and all others for whom certification in supervision or administration is required as a condition of employment, substitute teachers except those assigned by the Board to one specific teaching position for sixty (60) days of service or one hundred twenty (120) school days in any combination of assignments during a school year. Such substitute teachers, subject to continued satisfactory performance, shall remain in the bargaining unit until the members to whose positions the substitutes have been assigned return to duty.

The Association recognizes the Ross Local School District Board of Education as the locally-elected body charged with the establishment of policy for public education in the Ross Local School District and as the employer under state law of all personnel of the school system. The Association further recognizes that the Board has the sole responsibility for the management and control of all public schools of whatever name or character in the district and is specifically delegated with the responsibility of making the rules and regulations by which the district will be governed as provided by Sections 3313.20, 3313.47, and Chapter 4117 of the Ohio Revised Code, except as modified by this agreement.

ARTICLE II - DEFINITIONS

2. 1 **Days**

Days refer to calendar days unless otherwise indicated.

2. 2 **Party**

Party shall be construed to mean the Association or the Board.

2. 3 **Member or Teacher**

Member or teacher shall refer to any member of the bargaining unit.

2. 4 **Seniority**

Seniority shall mean the length of continuous employment in a bargaining unit position as verified by Board minutes.

2.5.1 Seniority shall begin to accrue from the first day worked in the bargaining unit.

2.5.2 Seniority shall accrue for all time a member is on active pay status or is receiving worker's compensation.

2.5.3 Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

2.5.4 Full-time members shall accrue one (1) year of seniority for each year (120 days) worked as determined by the minimal full-time standard defined by this agreement.

2.5.5 Part-time members who work less than seventy-one percent (.71) of full time shall accrue seniority at one-half (1/2) year per year worked.

2.5.6 No member shall accrue more than one (1) year of seniority in any work year.

2.5.7 When two or more members have the same seniority, past service in the district, including adult education, summer school, and tutoring, shall be used to break the tie. If a tie still remains, the following shall be used, in alphabetical order, to determine seniority ranking:

(A) Employment date as verified in Board minutes;
(B) Previous continuing contract status;
(C) Total years of experience in chartered schools;
(D) Order as determined by lot of names as they appear on the Board agenda.
(E) These records are to be maintained by the Office of the Treasurer.

ARTICLE III - NEGOTIATIONS PROCEDURES

3. 1 Professional Negotiations Procedures

3.1.1 Initiating Negotiations

A request from the Association for negotiation meetings will be made in writing directly to the Superintendent acting as the representative of the Board. Requests initiated by the Board shall be directed in writing to the President of the Association.

The written request for negotiations shall be made between March 15 and March 30 by the association.

The first negotiations session shall be held within thirty (30) days of the date listed on the initial request for negotiations or another mutually agreeable date.

3.1.2 Exchanging of Proposals

At the first negotiations session, the first item of business will be the exchanging of proposals, or issues if the parties so decide. Once the parties have exchanged proposals or issues, no new proposals or issues may be introduced for consideration during the course of the negotiations without the mutual consent of the parties.

3.1.3 Proposals

Negotiations proposals shall, in form and detail, specify that for which agreement is sought, so that without clarification or supplementation, if such proposal is agreed to by the other party, it shall express the whole agreement between the parties with respect thereto.

3.1.4 Scheduling Sessions

Subsequent negotiations sessions shall be scheduled by the negotiating teams prior to adjourning the session that is in progress.

3.1.5 Executive Session

All negotiations sessions shall be in executive session unless the parties mutually waive this section in writing. Neither party may unilaterally release information to the press until impasse has been declared by either party.

3.1.6 **Negotiating Team**

Each party shall appoint a maximum of six (6) representatives to serve as its negotiating team. The appointed representatives shall serve as the negotiating team throughout the period of bargaining unless circumstances prevent doing otherwise. All negotiations shall be conducted exclusively between said teams.

3.1.7 **Power to Negotiate**

While no final agreement shall be executed without ratification by the Association and adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals and counterproposals and to make concessions in the course of negotiations so as to reach agreement.

3.1.8 **Consultants**

Either party may call on professional and lay consultants in addition to their representatives to present testimony and facts concerning matters under discussion. Up to two (2) consultants may be used by each of the parties in any negotiations session provided that three (3) days prior written notice of their appearance and their names are given to the other party. The cost of such consultants shall be borne by the party requesting their services.

3.1.9 **Non Attendance of Chief Spokesperson**

When unforeseen circumstances make it impossible for the chief spokesperson for either party to be in attendance or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible. Both parties shall agree to a time, date, and place for the next negotiations session.

3.1.10 **Good Faith**

The parties mutually agree to negotiate in good faith as defined in the law.

3.1.11 **Caucus**

Either team may call for a caucus at any time. A caucus shall not be any longer than thirty (30) minutes unless an extension is mutually agreeable to both parties.

3.1.12 **Information**

The Board and the Superintendent agree to furnish the Association's negotiations team, upon request and in reasonable time both prior to and during negotiations, public information concerning financial resources of the district and such other public information as will assist the Association in developing proposals or matters under negotiation (See Appendix I).

3.1.13 **Tentative Agreement**

Tentative agreement on negotiations items shall be reduced to writing and initialed by a representative of each party. Such initialing shall not be considered binding or as final agreement by the parties, and either party may revise or withdraw an initialed item until all items have been agreed to by the respective teams.

3.1.14 **Agreement**

When substantive agreement is reached, it shall be reduced to writing and submitted for ratification to the Association. The Association team pledges that it will favorably recommend the package at a general meeting of the Association, and the Board team pledges that it will favorably recommend the package to the Board of Education at a Board of Education meeting. Subsequent to ratification by the Association, the Board shall consider the agreement within thirty (30) days; and, if approved by the Board, the agreement shall be signed by the respective Presidents.

3. 2 **Impasse**

After the parties have negotiated for a minimum of forty-five (45) days and if agreement has not been reached on all issues, impasse may be declared by either party.

3.2.1 **Impasse Declared**

If impasse is declared, at the request of either party the impasse shall be submitted to federal mediation. The mediator shall be selected by agreement between the parties. If agreement on a mediator cannot be obtained within five (5) days after the call for mediation, the Federal Mediation and Conciliation Service shall be jointly requested to appoint a mediator. The selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service. The period of mediation shall be for no more than thirty (30) days from the first meeting.

3. 2.2 **Right to Strike**

If the parties have completed the impasse procedures as set forth above and no agreement has been reached and the Association has provided the Board with a "Notice to Strike" required by Chapter 4117 of the Ohio Revised Code and ten (10) days have elapsed since receipt of said notice by the Board and the contractual issues being negotiated have expired, then the Association may exercise its statutory right to strike on those issues which were being negotiated by the parties pursuant to the reopener provisions of this agreement.

3. 3 **Renegotiation**

3.3.1 **Renegotiation by Mutual Agreement**

If mutually agreed to by the parties, the agreement or any part thereof may be renegotiated prior to the termination of the agreement. Negotiations on only those items mutually agreed to be reopened shall begin within ten (10) days of the agreement to negotiate.

3.3.2 **Successor Agreement**

Upon request of either party made between March 15 and March 30 of the year in which the contract expires, negotiations shall commence on a successor agreement. Negotiations on a successor agreement shall be in accordance with this agreement.

3.3.3 **Memoranda of Understanding**

Both parties may agree by mutual consent to memoranda of understanding prior to expiration of any negotiated contract. A signed memorandum of understanding supersedes the original contract agreement for the duration of the memorandum.

3. 4 **Provisions Contrary to Law/Severability**

3.4.1 **Contrary to Law**

If any provision of this agreement shall be found contrary to or in conflict with law by a court of competent jurisdiction, then that provision shall be deemed invalid except to the extent permitted by law; but all other provisions herein shall continue in full force and effect for the term of this agreement. Upon request of either party, the parties shall meet within ten (10) days to negotiate a successor

provision for the provision held contrary to law. Negotiations shall be subject to the impasse resolution procedures of this agreement.

3.4.2 **Not Contrary to Law**

All resolutions, policies, practices, procedures, rules, and/or regulations which are not contrary to or inconsistent with the terms of this agreement shall continue in effect until changed by the Board acting in its sole discretion.

3.4.3 **Represents Entire Agreement**

The parties agree that this agreement represents the entire agreement between the parties as to the wages, hours, and all other terms and conditions of employment covered by this agreement and supersedes any and all prior oral or written agreements or understanding between the Board and the Association. Therefore, except as may be expressly provided in the reopener of negotiations clause, Section 3.3, and contrary to law provision of the agreement, Section 3.4.1, the Board shall not be obligated to bargain collectively with the Association during the term of this agreement on any matter which is addressed by this agreement.

Furthermore, the parties agree that, unless otherwise provided herein, this agreement will be the sole and exclusive recourse available to members and the parties hereto; and, where provisions of this agreement conflict with otherwise applicable provisions of Ohio Law, this agreement shall prevail pursuant to the provision of the Ohio Revised Code, Section 4117.10(A).

ARTICLE IV - GRIEVANCE PROCEDURE

4. 1 Definitions

4.1.1 Grievant

Grievant shall be defined as a member of the bargaining unit, the Association, and/or a group of bargaining unit members.

4.1.2 Grievance

A grievance is defined as a specific claim of violation, misapplication, and/or misinterpretation of the terms of this agreement, and/or working conditions which affect the health and safety of the member(s).

4.1.3 Days

Days refers to postal delivery days unless otherwise indicated. Vacation/recess days are excluded. Timelines may be extended with mutual consent.

4. 2 Procedures

Prior to instituting Level One of the Grievance Procedure, the member and/or Association Representative should discuss the problem with the building principal or appropriate administrator to determine if a resolution of the problem is possible. Timelines for filing a grievance may be extended by mutual consent.

4.2.1 Level One

Grievant(s) may, within twenty-five (25) days after the event upon which the problem is based, file with the appropriate administrator a written claim upon the form herein provided by the Board of Education (Appendix C -2). Such claim shall state briefly but with particularity the basis and nature of the problem and the relief desired and shall set forth the specific section of the agreement which is alleged to have been violated.

The administrator with whom the problem is properly filed shall, within five (5) days, schedule a time, not more than five (5) days thence, to meet with the grievant(s); and they shall attempt to resolve the problem. The administrator shall take action on the grievance

within five (5) days after the meeting provided for in this paragraph. The action taken and the reasons for such action shall be in writing and shall be sent to the grievant(s), the Superintendent, and the Association.

Failure by the bargaining unit member(s) to file a grievance within the twenty-five (25) day period constitutes a waiver of the grievance unless the grievance is a reoccurring one.

Failure to file an appeal from Level One within the time provided (see 4.2.2) herein shall constitute a resolution satisfactory to the grievant(s).

4.2.2 **Level Two**

If the meeting between the grievant (s) and the administrator does not result in a resolution satisfactory to the grievant(s), the Association may within seven (7) days of receipt of the administrator's response request that it be referred to the Superintendent.

Following receipt of the properly filed grievance the Superintendent shall, within five (5) days, schedule a time, not more than five (5) days thence, to meet with the grievant(s); and they shall attempt to resolve the problem. The Superintendent shall take action on the grievance within ten (10) days after the meeting provided for in this paragraph. The action taken and the reasons for such action shall be in writing and shall be sent to the grievant(s), the Association, and the administrator involved at Level One.

If the appropriate administrator with whom the initial grievance is filed is the Superintendent, then that grievance shall be initiated at Level Two.

4.2.3 **Level Three**

If the meetings held under Levels One and Two do not result in a resolution satisfactory to the grievant(s) and the grievance involves a violation, misinterpretation, and/or misapplication of the agreement only, the Association may, within seven (7) days after receipt of written notice of the action taken by the Superintendent, request in writing that the matter be submitted to grievance mediation. This request for grievance mediation shall be filed with the Treasurer of the Board of Education and the Federal Mediation and Conciliation Services (Cincinnati office). Failure to file an appeal within seven (7) days shall constitute a resolution satisfactory to the grievant(s). A

date for grievance mediation shall be agreed to within fourteen (14) days after filing with the Treasurer and Federal Mediation and Conciliation Services.

4.2.4 **Level Four**

If the meetings held under Levels One, Two, and Three do not result in a resolution satisfactory to the grievant(s) and the grievance involves a violation, misinterpretation, and/or misapplication of the agreement only, the Association may, within seven (7) days after the mediation session set forth in Level Three, request in writing that the matter be submitted to binding arbitration. This request for binding arbitration shall be filed with the Treasurer of the Board of Education and American Arbitration Association in accordance with its rules and regulations. Failure to file an appeal within seven (7) days shall constitute a resolution satisfactory to the grievant(s). The arbitrator shall hear the grievance in accordance with the rules and regulations of the American Arbitration Association.

In reaching his/her decision, the arbitrator shall have the power to decide only the grievance before him/her and shall have no authority to alter, add to, and/or subtract from any of the terms of this agreement as written. Further, the arbitrator must consider the Board's authority granted to it by law as well as the agreement.

The parties shall equally share the costs of the arbitrator and other incidental costs**.** Each party shall be responsible for the costs of any witnesses or consultants needed for said hearings. Witnesses necessary to the hearings and either the Association grievance chair or the Association President shall be released from their professional duties to attend said hearings without such leave being charged to their personal leave or sick leave accounts.

4. 3 **General Provisions**

4.3.1 **Representation**

The Association may have a representative present as an observer at each step of the grievance procedure, and the grievant(s) may have a representative of his/her choice.

4.3.2 **No Reprisals**

No reprisals shall be taken against any member by reason of such member's initiation of or participation in the filing and/or processing of a written grievance as provided herein.

4.3.3 **Personnel File**

A written grievance shall not be placed in the grievant's (grievants') personnel file(s).

4.3.4 **Grievance Withdrawn**

A grievance may be withdrawn at any level without prejudice or record.

4.3.5 **Legal Action**

A member, group of members, and/or the Association must exhaust all the steps of the grievance procedure set forth in this provision before bringing legal action in any court of law with regard to any matter which is grievable under this provision.

ARTICLE V - ASSOCIATION RIGHTS

Recognition of the Association as the exclusive bargaining agent shall entitle the Association to the following exclusive rights:

5. 1 **Access to Ohio Revised Code**

Upon request and within a reasonable period of time, a copy of the Ohio Revised Code shall be made available to members in the Superintendent's office.

5. 2 **Association Equipment Space**

Reasonable space for the Association's office equipment shall be provided in the building to which the President of the Association is assigned.

5. 3 **Authority of Association Members on Committees**

When members of the bargaining unit serve on district committees, task forces, teams, etc., they are doing so as individuals and do not represent nor speak for the Association. Any goals, ideas, or plans developed by or agreements or conclusions reached by these bodies are not binding on the Association nor do they compel the Association to abrogate any rights guaranteed to it by the negotiated contract or function of law. No member or group of members of the bargaining unit has the authority to relinquish any of his/her/their contractual rights without the expressed written consent of the Association.

5. 4 **Board Equipment**

Upon request directed to the principal, the Association may use the fax machine, telephone, duplicating equipment, and/or a typewriter or word processor designated by the Superintendent, provided the Association pays the cost of any supplies used while operating said equipment and/or for any damage done to the equipment as a result of the negligent operation of the same by the Association.

5. 5 **Board Meetings**

The President of the Association shall receive notice of all regular, special, and/or emergency School Board meetings in the manner provided by the Sunshine Law.

5. 6 **Board Policy**

Proposed additions or modifications of the Board Policy Sections GA – GC Series shall be provided to the Association President prior to Board approval.

5. 7 **Board's Agenda**

The President of the Association shall receive an advance copy of the agenda and amendments thereto of each Board meeting. Such agenda shall be sent to the Association President by interschool mail forty-eight (48) hours prior to any meeting, if available. The President shall also receive a copy of the minutes when they are available to the public.

5. 8 **Bulletin Boards**

The Association shall have the right to use the bulletin boards in each faculty lounge for Association business. Such bulletin board shall be maintained by the Association building representative(s).

5. 9 **Copies of Agreement**

The printing of the agreement shall be done by the Association and copies shall be distributed to all members after ratification of this agreement or at the time of employment, whichever shall occur later. Copies shall be provided to the Superintendent's office. A copy shall be placed in each teachers' lounge.

5.10 **Dissemination of Materials**

The Association shall have the right to use the inter-school mail system for distribution of Association materials. The building principal will be provided a copy of the material in the same manner as the members.

5.11 **Dues Deductions**

Dues of the Ross Education Association, Southwestern Ohio Education Association, the Ohio Education Association, and the National Education Association will be deducted from a member's paycheck, provided the member notifies the Treasurer of the Board of Education in writing and no later than September 25 or after twenty (20) days of employment in the Ross School District, whichever is later, of his/her desire to have said Association dues deducted. Deductions will be withheld from the member's pay in twenty-two (22) equal installments beginning with the first pay period in October and will be deducted from the first two paychecks each month through August. Deductions may continue from year to year at the member's option and will continue until the member notifies the Treasurer's office in writing to discontinue his/her deductions.

5.12 **Fair Share Fee**

The following provisions of this section of the contract shall apply to all members of the bargaining unit hired after the ratification of this contract and to all members of the bargaining unit hired prior to the ratification of this contract who become or remain members of the Association in the 2005-2006 school year or thereafter and who subsequently elect not to remain members of the Association. Therefore, by January 31, 2005, all members of the bargaining unit employed by the Board prior to the ratification of this contract shall notify the Association of their intention to become or remain members of the Association in the 2005-2006 school year.

Payroll Deduction of Fair Share Fee - Effective with the second payroll of January, 2005, the Board shall deduct from the pay of all affected employees who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Each year thereafter, payroll deduction for fee payers will commence on the second payroll of January.

Notification of 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 Association for full-time employees and one-half (½) dues for part-time employees except substitutes, shall be transmitted by the Association 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 Board agrees to promptly transmit all amounts deducted to the Association.

Schedule of Fair Share Fee Deductions for All Fair Share Fee Payers - Payroll deduction of such Fair Share Fees shall begin at the second payroll period in January except that no Fair Share Fee deductions shall be made for bargaining unit members employed after December 31 until sixty (60) days after initial employment.

Schedule of Deductions Upon Termination of Membership During the Membership Year - The Treasurer of the Board shall, upon notification from the Association 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.

Transmittal of Deductions - The Board 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.

Procedure for Rebate - The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

Entitlement to Rebate - Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the Association.

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

(A) The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

(B) The Association shall reserve the right to designate counsel to represent and defend the employer;

(C) The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party if it so desires, and/or (c) to not oppose the Association or its affiliates' application to file briefs amicus curiae in action;

(D) The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Fee provision herein.

Religious Exemption - Nothing in this article shall inhibit or interfere with the rights of any employees objecting to the payment of Association dues or Fair Share Fees based on religious grounds. The rights of such members shall be resolved under the provisions of Section 4117.09 (C) of the Ohio Revised

Code, allowing for the contribution of an equivalent amount to a charitable organization.

5.13 **Financial Reports**

Upon request, and at no charge to the Association, the Treasurer will provide the President of the Association regularly maintained public financial reports (See Appendix I).

5.14 **Meeting with Members**

A representative of the Association may meet with a member while the member is on lunch break and/or before and/or after the student day, provided this activity does not interfere with and/or interrupt the member's contractual duties.

If the Association representative is from outside the building, he/she shall first inform the principal or designee of his/her presence in the building and whom he/she is there to contact.

5.15 **Member Information**

No later than (1) one week prior to the start of the new school year, the President of the Association will be provided the names and addresses of any bargaining unit members newly hired for the next school year. If the Board prepares a personnel directory, the Board shall provide a copy to the Association President.

5.16 **President's Release Time**

The Board and Association agree that mutual communication is important to the efficient and smooth operation of Ross schools. Both parties agree to dedicate their best efforts to the accomplishment of this goal. As a part of this mutual effort, the Board will not require the President of the Association to perform non-teaching duties during his/her term as President, i.e. homeroom, bus supervision, playground supervision, internal substitution, lunchroom supervision, rest room duty, etc. During these times, the President may carry out the duties of his/her office in the Association, provided that these duties do not interfere with his/her duties as an employee of the district.

5.17 **Release Days**

The Association has up to ten (10) release days per year to conduct Association business, four (4) which may be purchased by paying the district the prevailing substitute rate at the time of the request. Members may use

personal leave days with pay for Association business to a maximum collective total of three (3) days each school year. The local Association president and officially elected delegates or alternates may attend the annual NEA/OEA Representative Assembly as professional days. The Board is not obligated for any expenses related to the NEA/OEA Representative Assembly except to provide release time. No member who has missed seven (7) or more days of work during the school year due to personal illness or personal leave at the time the leave is requested will be eligible for Association leave or personal leave for Association business. The Superintendent has the right to waive this in exceptional circumstances.

5.18 **Seniority List**

The Board shall provide the seniority list to the Association President by October 1 of each year.

ARTICLE VI - LABOR MANAGEMENT COMMITTEE

6. 1 Labor Management Committee

In an effort to further a good working relationship between the parties, a Labor Management Committee (LMC) shall be formed to investigate, study, and discuss solutions to mutual district issues affecting labor relations. The Labor Management Committee shall also serve as a committee to which unresolved building concerns may be appealed.

6. 2 Representation

Representation on this committee shall be:

(A) For the Administration:
- Superintendent
- Assistant Superintendent
- Up to one (1) administrator per school
- District Treasurer
- Rotating members necessary for the discussion at hand
- Ex Officio: Board Counsel

(B) For the Association:
- President
- Vice Presidents
- One (1) representative for each school
- Rotating members necessary for discussion at hand
- Ex Officio: OEA Representative

6. 3 Chairperson

The chair of the committee shall alternate from meeting to meeting between the Administration and Association, unless the parties mutually agree otherwise.

6. 4 Meeting Schedule and Agenda

Meetings shall be held once a month. An agenda shall be submitted to both parties at least forty-eight (48) hours prior to the meeting. Any member of the committee may submit an item for inclusion on the agenda at least forty-eight (48) hours prior to the distribution of the agenda. The intent is for each side to come to the meeting as well prepared as possible.

A specific day and time shall be agreed to for future meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.

Except in emergencies, topics not on the agenda shall not be discussed but shall be placed on the following month's agenda. The agenda shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent. Unless the parties mutually agree otherwise, discussion of agenda topics will be alternated, with the party occupying the chair exercising the right to designate the first topic.

6. 5 **Minutes**

Unless the parties mutually agree otherwise, the Association and the Administration will alternate as secretary and will prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all administrators, Board members, and Association members.

Neither the written summaries of minutes, the minutes of any meeting, nor the comments of any participant shall be used in any grievance, arbitration, and/or any other type of proceeding.

6. 6 **General Guidelines**

While it is the intent that the LMC is to work to solve mutual problems, it is recognized that there is no obligation on the part of the parties to reach agreement on any topic. No LMC action can change any item in the negotiated agreement but may be used to clarify or produce guidelines for implementation.

No grievance shall be discussed; however, topics that could lead to grievances may be discussed.

No item concerning a building problem shall be placed on the agenda unless it has been discussed at the building level first.

Timelines for the resolution of and/or feedback on agenda items shall be set by the committee and shall be adhered to unless changed by mutual consent.

Where agreement is reached by the LMC on a topic, it will be reduced to writing and will be signed by the two chairs.

At the organizational meeting general rules of operation will be developed. The services of either the Labor Management Center or Federal Mediation and Conciliation Service will be secured for this purpose.

There shall be mutual agreement on any news releases. However, this does not preclude the parties from reporting to their respective members.

6. 7 **Table Topics**

The chairperson shall recognize a motion by either party to table a topic for further study.

6. 8 **Annual Evaluation**

The LMC shall annually evaluate its effectiveness.

6. 9 **Building Leadership Teams**

(A) A Building Leadership Team shall be instituted in each building to investigate, study, discuss and implement solutions to building issues.

(B) Representation shall be as follows:

High School	-	Principal All Department Heads Other Representatives as needed
Middle School	-	Principal One (1) Representative per Team One (1) Special Education Representative One (1) Special Area Representative Other Representatives as needed
Elementary School	-	Principal One (1) Representative per Grade Level One (1) Special Education Representative One (1) Special Area Representative Other Representative as needed

The term for representatives on a Building Leadership Team shall be determined by the Building Leadership Team or by contract as per 8.1.8 (A). Terms shall be staggered and, upon the expiration of a term, an open invitation to serve on the Building Leadership Team shall be made to the constituents affected.

Other staff may be present at any BLT meeting.

(C) A teacher co-chair shall be selected by the team to serve as co-chair with the principal.

(D) Meetings shall be held a minimum of once a month. An agenda shall be mutually developed by the co-chairs and shall be submitted to all BLT members at least forty-eight (48) hours prior to the meeting. Any member of the team may submit an item for inclusion on the agenda. The intent is for BLT members to come to the meeting as well prepared as possible.

A specific day and time shall be agreed to for future meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.

Items may be added to the agenda by mutual consent.

(E) Unless the BLT members mutually agree otherwise, the teacher co-chair and the Principal will alternate as secretary and will prepare minutes of the meeting, including the resolution of issues. Before distribution, both co-chairs shall review the minutes. Copies will be provided to the Superintendent, principal and all building members.

Neither the written summaries of minutes, the minutes of any meeting, nor the comments of any participant shall be used in any grievance, arbitration, and/or any other type of proceeding.

(F) While it is the intent that the BLT is to work to solve mutual issues, it is recognized that there is no obligation on the part of the BLT members to reach agreement on any topic. No agreement can change any item in the collective bargaining agreement.

No grievance shall be discussed; however, topics that could lead to grievances may be discussed.

Timelines for the resolution of and/or feedback on agenda items shall be set by the team and shall be adhered to unless changed by mutual consent. If an agenda item is not resolved by the BLT, the issue may be presented as an agenda item to the LMC.

(G) The chairperson shall recognize a motion by any BLT member to table a topic for further study.

(H) Each BLT shall annually evaluate its effectiveness.

ARTICLE VII - WORKING CONDITIONS

7. 1 Class Size/Class Load

Student assignment shall be made in accordance with Ohio Law and 3310-35-03(H) (3) (A) of the state minimum standards. The Board agrees to provide to the Ross Education Association by October 31 class size compliance data as reported to the state. This data will include the method of counting used to show compliance, a list of staff and position each holds that was used in doing the computation required, and the actual computation reflecting compliance.

The maximum class load per day in classes of members at Ross High School, excluding classes of those members who teach music, physical education, and typewriting, shall be ninety (90) students. This maximum of ninety (90) students applies only as long as the high school is using the block schedule.

7. 2 Curriculum Development

The Board and the Association both agree that the development of curriculum as the basic guide to instruction is a very important part of the instructional process for students. The parties also agree that the revision, development**,** and the writing of curriculum revision can be handled during the normal instructional process. The parties agree that total course revisions or major area changes are major tasks requiring a large amount of time outside the normal contract day**,** and remuneration for this work shall be paid at an hourly rate equal to BA Step 0 divided by 184 divided by 7.5 times the hours worked.

7. 3 Facilities

Members will have one room in each building reserved as a faculty lounge, which will be restricted to Ross Local School District employees.

All members shall have an appropriate place to work during their planning period. For preparation of materials members will be provided access to a copier in each building.

7. 4 Homebound Instruction

Salary of homebound instructors shall be an hourly rate equal to BA Step 0 divided by 184 divided by 7.5 times the hours worked.

7. 5 **Inclusion**

When students with an active IEP are assigned to members' classrooms, the following procedures shall be followed:

7.5.1 The member(s) shall be notified in advance of the placement and shall receive a copy of that portion of the IEP pertaining to the member's (members') instructional responsibilities.

7.5.2 A member of the special education staff shall consult with the member(s) regarding the identified student(s) special needs within the first ten (10) working days of the student(s) first attendance in the member(s) classroom.

7.5.3 Depending upon the specific needs of the identified student(s) and the amount of support resources available, the total class size of the member's (members') classroom(s) shall be adjusted to reflect any significant additional responsibilities required by the student(s).

7.5.4 In order to facilitate the student's (students') special education, a member of the special education staff shall provide to the member(s) appropriate available information, including but not limited to the availability of appropriate materials, information concerning the location of IEP's, and training on how to interpret IEP's.

7.5.5 Depending on the special needs of the identified student(s) assigned to the member(s), consideration shall be given to the assignment of aide time.

7.5.6 Assignment of special needs students shall be equitable, but not necessarily equal, among all members available in any given year and from year to year.

7.5.7 Members should raise concerns with the implementation of the provisions above at BLT meetings.

7. 6 **In-service Days**

Members shall have the opportunity to provide input with regard to the type of programs presented on in-service days.

Four teacher in-service days shall be scheduled each school year. Two in-service days shall be scheduled immediately prior to the students' first day. On the second in-service day, excluding lunch, teachers shall have 3

and ½ hours work time. The third in-service day shall be the day after the end of the first semester. Two hours of that day shall be designated as teacher work time. The fourth in-service day shall be scheduled at the end of the second semester. The fourth day of teacher in-service shall be designated as teacher work time and end of year check-out.

7. 7 **Internal Substitution**

Substitutes shall be employed, when available, for all members of the bargaining unit who are absent from their assigned class(es). Only after reasonable effort has been made by the administration to secure a substitute shall the administration secure another member(s) to cover the assigned class(es) of the member who is absent. In the event it is necessary to assign a member supervision of an absent member's students while the assigned member is on planning time, every effort shall be made to assign said duty on an equitable basis.

Should a member be required to cover the assigned class(es) of an absent member during his/her plan time, the member and administrator will initial a log maintained in the office identifying the date and amount of time required to cover the named member's class(es). In the last paycheck in December and June, those member internal substitutes will be compensated at an hourly rate equal to BA Step 0 divided by 184 divided by 7.5 times the hours worked as an internal substitute. The time worked shall be rounded up or down to the nearest quarter hour.

The Board shall only request, or if necessary require, members at the Ross High School to cover an assigned class of an absent member for a maximum of forty-five (45) minutes. A member, however, may request to cover the class of an absent member for an entire class block of ninety (90) minutes.

7. 8 **Length of School Year**

The member's contract year shall consist of one hundred eighty (180) days of instruction and/or parent-teacher conferences and four (4) days of professional meetings for members.

Two (2) of the professional meeting days for members will be used for orientation and closure meetings and related activities.

Two (2) days each school year may legally be scheduled for parent-teacher conferences. It is desirable to encourage and accommodate the greatest parental participation feasible. Parental and staff input should be secured by the principal of each school to ascertain what conference schedule would best accommodate parental involvement. The

conference time(s) scheduled will reflect an equivalent work day. Each school's proposed plan must be submitted to the Superintendent for approval so it can be meaningfully structured as part of the district parent conference plan. Once a final building plan is established, it is binding on all members at that school.

The Building Leadership Team may schedule an Open House up to four (4) work days prior to the first day of the contracted school year. Attendance at Open House is mandatory for all teachers unless excused by the building principal.

7. 9 Lunch Period

Each member shall be granted at least thirty (30) minutes for lunch each school day, during which time he/she shall not be required to perform any school duties.

Furthermore, if such lunch period does not coincide with the operating hours of the school cafeteria, efforts will be made to provide a hot meal from the cafeteria.

7.10 Make-up Days

Should the minimum number of days schools are required to be in session with pupils in attendance pursuant to Section 3317.01 of the Ohio Revised Code be waived pursuant to the authority granted to the Superintendent of Public Instruction in subsection B of said statute and it is necessary that days be added to the school calendar, five (5) days will be added to the end of the school calendar.

7.11 Medication, Diapering and Medical Procedures

Except for school nurses and special education teachers, other members of the bargaining unit shall not be required to administer medication to, diaper, or conduct specialized medical procedures on any student unless the member agrees to do so. In the event a member agrees to perform any of the afore-mentioned activities, he/she must have received adequate training in the activities.

7.12 Part-time Definition and Benefits

Part-time lunch, planning and preparation and closure time shall be computed as set forth in Appendix K.

7.13 **Preparation and Conference Time**

Middle school and high school (7-12) members shall be provided a daily preparation period for planning, preparation, and/or conferences at least equal to the same length as a regular class period. For purposes of block scheduling at the high school, “regular class period” shall mean one block of ninety (90) minutes.

Elementary members (K-6) shall have a daily preparation period during the student day of not less than thirty (30) continuous minutes in length. Recess time shall be excluded from preparation period calculations.

Special area members, such as but not limited to art, music, and physical education, shall have preparation time scheduled in the same manner as and equal to regular members at their level. Travel time between buildings shall not be considered as preparation time.

Teachers who travel between Ross High School and another school within the district shall have their planning time calculated by

(A) determining the percents of time they spend in each school to which they are assigned;

(B) multiplying the percents arrived at in (A) times the planning time guaranteed in this section for each of the schools to which they are assigned; and

(C) adding the results together.

The Board shall attempt to schedule the amount of planning time arrived at using the calculation above for each traveling teacher. If the Board is unable to schedule the amount of planning time arrived at by using the calculation above as one uninterrupted block of time, it shall schedule as close as possible to that amount of planning as one uninterrupted block of time.

Notwithstanding the above, no full-time classroom member shall receive less than two hundred (200) minutes each work week for planning, evaluation, and/or conferences.

7.14 **School Calendar**

At least four (4) weeks prior to submitting a subsequent school year calendar proposal to the Board for official action, the Superintendent shall provide the President of the Association and the Labor Management Committee with a copy. If requested, the Superintendent shall meet and

discuss the proposed calendar with the President of the Association and the Labor Management Committee.

The Association shall be consulted at least forty-eight (48) hours prior to any proposed amendment to the school calendar.

The Board of Education shall establish and amend the school calendar at its sole discretion.

Four days of delayed start will be scheduled into the school calendar beginning the 2008-2009 school year. Time during the delayed start will be for professional development of teachers. The teacher day at Ross High School will be from 6:50 a.m. - 2:20 p.m. on the four delayed start days. Activities scheduled during the delayed start shall be developed by the building administrator and building leadership team based on needs specific to the building.

7.15 **Smoke/Tobacco Free Procedures**

All buildings in the district shall be smoke/tobacco-free for all purposes.

All Board owned and/or leased grounds, buildings, and vehicles shall be smoke-/tobacco-free twenty-four (24) hours a day. Bargaining unit members on duty during an after school activity will be required to enforce the language in this section only as it applies to students attending and/or participating in said activity.

7.16 **Student Teachers**

Any compensation from a college or university for supervision of student teachers shall be paid directly by that college or university to the supervising teacher.

Assignment of student teachers shall be rotated within a department, grade level, and/or building among staff members who have placed their names on a list of those willing to accept student teachers or observers. Each member may add or delete his/her name from said list at any time by written notification to his/her building principal. The principal within a building may pass a member in rotation on a one time basis with an explanation to the member giving the reasons for the pass. No member shall be assigned a student teacher or student observer without that member's consent.

If a supervising teacher believes the progress of the student teacher whom he/she supervises is unsatisfactory, a conference shall be arranged

promptly and shall include the supervising teacher, building principal, student teacher**,** and the college/university supervisor.

7.17 **Substitute Teachers**

The following provisions of the agreement shall not apply to substitute teachers who are members of the bargaining unit:

(A) Assignment, Vacancies**,** and Transfers
(B) Student Teachers
(C) Termination, Nonrenewal**,** and Other Disciplinary Procedures
(D) Reduction in Force
(E) Professional Meetings
(F) Leaves of Absence
(G) Leaves of Absence for Professional Improvement
(H) Parental Leave

It is further understood by the parties that inclusion of a substitute in the bargaining unit shall not guarantee or require the assignment of a substitute to duty or payment for any day for which there is no need for the substitute teacher's services nor shall such inclusion entitle the substitute teacher any rights to employment or reemployment in any subsequent school year. Notice of non-renewal and all related provisions of Ohio Revised Code Sections 3319.10 and 3319.11 shall not apply to substitutes who become members of the bargaining unit.

7.18 **Tutors**

Tutors are defined as only those members assigned to tutor special student(s) for an indefinite period of time. This time period will depend on the student's(s') needs.

Tutors will have all rights and benefits of the agreement except as delineated in the following:

(A) Tutor's salary shall be paid at an hourly rate equal to BA step 0 divided by 184 divided by 7.5 times the hours worked.

(B) Service as a tutor shall not be considered service for purposes of determining eligibility for a continuing contract or for the award of a multi-year limited contract pursuant to any provision of this agreement or statute authorizing the award of multi-year limited teaching contracts. All tutor employment contracts will be one year limited contracts which will automatically expire at the close of the school year for which they were issued without Board action on non-renewal or notice.

(C) Tutors regularly scheduled at least three (3) hours per day shall be eligible to receive all of the insurance related fringe benefits set forth herein except the Board shall pay fifty percent (50%) of the cost of the premium for said benefits with the member paying the remaining fifty percent (50%) for said benefits.

(D) Tutors working more than thirty-two (32) hours per week shall be eligible to participate in the benefit programs to the same degree as full-time members. Furthermore, such members will be eligible for personal days, sick leave, professional meetings, and assault leave.

7.19 **Workday**

7.19.1 The regular work day shall be seven and one-half (7 1/2) hours in length. The regular work day shall also include a member's attendance at meetings and performance of duties before or after the seven and one-half (7 1/2) hour day as reasonably required.

7.19.2 The starting and ending times of the teacher day and of the student day at each school in the district shall be as follows:

		Start	Dismiss
RHS	teacher day	7:10 a.m.	2:40 p.m.
	student day	7:20 a.m.	2:10 p.m.
RMS	teacher day	7:20 a.m.	2:50 p.m.
	student day	8:00 a.m.	2:45 p.m.
Elda Morgan	teacher day	8:10 a.m.	3:40 p.m.
	student day	9:05 a.m.	3:35 p.m.

Within these limitations, the Board retains the right to adjust the starting and ending times of either or both the teacher day and the student day. However, pursuant O.R.C. 4117, the Association has the right to assert that the Board bargain over the affects of adjustment.

7.20 **Continuing Contract Eligibility**

Any teacher employed by the Board who will become eligible for a continuing contract for the following school year shall provide written notice to the Superintendent no later than November 30th that the teacher is eligible or will be eligible for a continuing contract at the end of the school year in which the current limited teaching contract with the Board expires. Failure to notify the Superintendent by November 30th shall be a

waiver of the teacher's eligibility for continuing contract for the following school year and may result in the teacher being issued a one (1) year limited teaching contract for the following school year, rather than a continuing contract. Notice received after November 30th shall not serve as the notice required by this section for the next following year. A teacher may withdraw his/her request for continuing contract up to the date of the Board's action on his/her individual teaching contract. If the coursework required for continuing contract is not completed by the Board meeting in April at which action on the employee's contract is to be taken, the continuing contract, if granted, will be granted contingent upon the completion of the required coursework no later than June 30th of that year. If the coursework is not completed by June 30th, the teacher will be deemed employed under a limited teaching contract.

The provisions of this section are intended to, and shall, supersede and replace any and all conflicting provisions of the Ohio Revised Code sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Ohio Administrative Code Chapter 3301-24 and any other provisions of the Ohio Revised Code or Ohio Administrative Code regarding notification for the issuance and granting of continuing contracts.

ARTICLE VIII - DISTRICT- MEMBER PERSONNEL GUIDELINES

8. 1 Assignment, Vacancies and Transfers

8.1.1 Definition

A vacancy shall be defined as any newly created position or any other position which becomes available as the result of a resignation, retirement, death, and/or transfer and which the Board intends to fill.

Transfers as used in this section shall mean any change in building, location, grade level, subject, and/or course taught.

8.1.2 Assignment Notice

Prior to the end of each school year, each building principal or his/her designee will inform in writing each member in his/her building of his/her tentative grade level and/or subject and/or course(s) and/or tentative building assignments for the next school year.

8.1.3 Vacancy Posting

The Superintendent will post permanent teaching vacancies and new positions as they become available.

(A) A copy shall be sent to the President of the Association.

(B) A copy shall be emailed to the district email of each bargaining unit member. The position will not be filled for a period of seven (7) days. The vacancy shall also be posted on the district web site. The posting shall include the following information:

(1) Date of posting,
(2) Subjects(s) or grade level,
(3) Qualifications necessary, based on the qualifications set forth in the job description and on any additional specialized training needs;
(4) Building location, and
(5) Deadline for application.

8.1.4 **Summer Vacancies**

Vacancies for the next school year not known prior to June 1 shall be emailed to the District email of each bargaining unit member. All such postings will be listed on the District web page for a minimum of seven (7) days. The position will not be filled until the expiration of the seven (7) day posting period.

Any member who wishes to be considered for transfer to vacancies which occur during the summer must submit a letter of intent to the Superintendent by the end of the previous school year. The letter of intent must contain any and all vacancies for which the member would like to be considered. This letter of intent shall be deemed to be an application for said vacancies. The administration shall not be required to post any vacancy which becomes available after August 1 through the last day prior to the first teacher work day of the school year.

8.1.5 **Application for Vacancies**

Any bargaining unit member who wishes to be considered for any vacancy must apply in writing to the Superintendent's office before the application deadline expires.

8.1.6 **Filling the Position**

Transfers* shall be awarded in accordance with the following procedures:

(A) An interview of internal applicants shall be done by the appropriate team of district employees as set forth below:

(1) The interviewing team shall be comprised of no fewer than five (5) members.

(2) The team will include the building principal, assistant superintendent or designee, and at least three teacher members from the grade level, teacher team, or department.

(3) When a grade level, teacher team, or department has fewer than three (3) members to serve on the interviewing team, the Building Leadership Team shall appoint the teacher members.

(B) The team shall determine if the applicants meet the qualifications necessary and possess other professional qualities necessary as determined by the team. Once that determination has been made, all qualified bargaining unit applicants shall be interviewed by the interview team.

(C) The team may recommend to the Superintendent that an applicant be awarded the position and the Superintendent shall authorize the transfer. In the event that more than one (1) internal applicant is deemed qualified for the position, the most senior applicant shall be awarded the position.

(D) If no internal applicant is selected, the Board may interview and/or hire an external candidate.

(E) When an applicant is not recommended by the team, the principal shall present to the member the written reasons for the denial of the transfer as drafted by the team.

* Transfers into Title 1 positions will be done in accordance with these procedures if the program needs of the district can be met and if the program can remain solvent.

Any transfer made pursuant to this section shall be based on a one (1) year trial period beginning with the date of the transfer. The interviewing team shall determine if the placement has been satisfactory. If the placement is found to be unsatisfactory, the member shall be transferred to another position in the bargaining unit. If no such position is available to complete this transfer, the member shall remain in the current position until another position becomes available. Any member transferred through this provision shall be placed on Comprehensive Review through the district's Instructional Management System for the one (1) year trial period. The member shall remain at the level of the IMS at which they would have been placed if they had not been transferred and following the Comprehensive Review during the one (1) year trial period, will be placed at the appropriate level as provided in the provisions of the IMS.

These vacancy provisions shall apply only to members who have completed four (4) years of full-time service in the District. Tutors, part-time members, and members with less than four (4) years of full-time service in the District shall be given consideration for vacancies, but positions may be awarded to qualified candidates from outside the bargaining unit. Bargaining unit members who are

not selected for positions under these conditions will be given reasons for their non-selection.

The provisions of this section may be waived by the Superintendent once per year to secure a varsity head coach. The filling of all vacant positions may be held in abeyance for no more than thirty-five (35) days from the date of the posting of the varsity head coach position. Any position(s) not filled by the varsity head coach shall then be filled in accordance with the provisions of this section of the contract.

8.1.7 **Mid-Year Vacancies**

A vacancy occurring during a semester after the last day prior to the first teacher work day of the school year shall be filled on a temporary basis.

Such position shall be posted at the end of the current school year for permanent placement for the next school year.

8.1.8 **Non-Student Related Supplemental Contracts**

Non-student related supplemental contracts shall be filled as follows:

High School Department Chairperson

The positions of all chairpersons must be posted at least every five (5) years.

The positions of two (2) chairpersons will be posted each year, so that the RHS Building Leadership Team always has some experienced members.

The chairperson will be chosen through the interviewing of all interested and qualified candidates. Interviewers will include:

(1) all interested members of the department who are not candidates;
(2) an experienced member of the Building Leadership Team;
(3) the high school principal;
(4) the high school assistant principal; and
(5) the assistant superintendent or superintendent's designee.

The choice of candidate will be made by consensus when possible.

8.1.9 **Involuntary Transfer**

In regard to involuntary transfers the parties recognize that the Superintendent, pursuant to 3319.01 of the Ohio Revised Code, is delegated with the sole authority to assign and transfer members. Nothing herein shall diminish the Superintendent's authority to transfer and assign members. However, no transfers will be arbitrary or capricious.

The reason(s) for a transfer shall be discussed at a conference and, if the member requests, shall be provided to the member in writing.

8. 2 Evaluation

Evaluations shall be done in accordance with the procedures set forth in Appendix D. These procedures shall supersede Ohio Revised Code 3319.111.

8. 3 Local Professional Development Committee

8.3.1 There shall be one (1) LPDC which shall function on a district-wide basis.

8.3.2 There shall be seven (7) members of the LPDC; four (4) teachers (one from each school building) and three (3) administrators. The Association shall choose and appoint the teacher members pursuant to Section 3319.22 (C) (3) of the Ohio Revised Code, and the Superintendent shall choose and appoint the administration members.

8.3.3 The LPDC shall elect its officers from among the members of the LPDC.

8.3.4 Meetings of the LPDC shall not be held during times scheduled for teacher-student contact.

8.3.5 Committee members shall serve a two (2) year term except during the first two years of its existence. During the initial term, two (2) teacher representatives as designated by the Association shall serve a three (3) year term and two (2) teacher representatives as designated by the Association shall serve a two (2) year term. Two (2) administrative members as designated by the Superintendent shall serve a two (2) year term and one (1) administrative member as designated by the Superintendent shall serve a three (3) year term.

8.3.6 The responsibilities of the LPDC shall be as set forth in Section 3319.22(C) (1) of the Ohio Revised Code and as may be set forth by the State Board of Education and approved by the Ohio General Assembly.

8.3.7 Any amendments or changes to the LPDC standards and by-laws shall be approved pursuant to the procedures set forth below.

(A) The Labor Management Committee (LMC) as set forth in Article VI of the Collective Bargaining Agreement between the parties has reviewed said standards and by-laws and have recommended them to the Association and the Board.

(B) Members of the Association have voted to accept the standards and by-laws.

(C) The Board has voted to accept the standards and by-laws.

8.3.8 The LPDC shall work by consensus, if possible.

8.3.9 At the beginning of each school year, LPDC work on certificate/licensure renewal shall not begin until all LPDC positions are filled.

8.3.10 The rate of pay for the Association members on the LPDC shall be twenty-four dollars seventy cents ($24.70) per hour not to exceed sixty-four hundred dollars ($6,400.) per year in the aggregate.

8. 4 **Parental Complaints**

To the extent possible persons having complaints against members should attempt to resolve those concerns with the member first. In the event that a complaint cannot be resolved at that level, the following procedures shall apply:

8.4.1 Any parent making a complaint against a member shall be required to be as specific as possible in articulating the perceived problem;

8.4.2 All parental complaints shall be initially evaluated for the nature and seriousness of the complaint;

8.4.3 Any complaint considered to be one requiring administrative/member attention shall be referred to the appropriate administrator;

8.4.4 The administrator shall discuss the complaint in a private and confidential manner with the member.

8.4.5 The member may be given an opportunity to attempt to resolve any problem directly with the parent. The member shall report the result of the parental contact to the appropriate administrator.

8.4.6 Any complaint which may be serious enough to result in disciplinary action or a job target or could result in action on the member's contract in the IMS system should be brought to the member's attention pursuant to this section as soon as the complaint is received and investigated.

8. 5 **Personnel Records**

8.5.1 **File Location**

A personnel file for each member of the bargaining unit shall be maintained in the Superintendent's office. Items may be placed in personnel files by any district administrator and/or his/her designee. Personnel files are considered confidential files to the extent permitted by law and all the following procedures shall apply to those files.

8.5.2 **Review of File**

If a member of the bargaining unit wishes to review the file maintained by the Board on him/her, he/she shall make a request to the Superintendent. The member may, in the presence of the Superintendent or his/her designee, review his/her file and may be accompanied by an Association Representative. The review must be permitted within a reasonable time after the request, not to exceed two (2) days.

The following persons may review the Board's personnel file of a member of the bargaining unit:

(A) Board members,
(B) Treasurer,
(C) Superintendent,
(D) Assistant Superintendent,
(E) Building principal, administrative personnel, and other employees of the Board and/or the Butler County Education Service Center having a school-related need to review the file,

(F) Any other person as provided by law. The member will be notified of such request prior to the file being opened to such an individual.

8.5.3 **Contents of File**

Routine materials include items like transcripts of college work, copies of certificate/license, copies of individual contracts and salary notices, documents pertaining to leaves or breaks in service, necessary employment documentation, teacher commendations, etc. Materials considered routine do not require the notations listed below.

Non-routine materials placed in the personnel file(s) of members shall include the following:

(A) the date the item was placed in the file(s); and
(B) the initials of the administrator placing the information in the file(s).

A copy of such entry (ies) will be given to the member indicating that a copy is being placed in his/her file(s). If the employee requests or the employer chooses and on all observations and evaluations, the entry shall contain the following which shall be the concluding statement of the entry:

_____ My signature indicates only that I have seen this document.

_____
Signature

_____
Date

When the employer chooses and on all observations and evaluations, the member in whose file(s) the entry is being placed shall be given the opportunity to initial same; but, if he/she fails to do so, the copy may be placed in the file(s) by the administrator.

A member shall have the right to attach his/her response to any material that is placed in his/her file(s).

The personnel file(s) of a member shall not contain any copies of lawsuits and/or settlements which may have been brought against

him/her unless it is related to the suspension, non-renewal, and/or termination of the member's contract.

8.5.4 **Removal of Materials from File**

Information in the personnel file(s) may be removed upon mutual agreement of the member and the Superintendent unless removal is prohibited by state or federal law.

8.5.5 **Anonymous Letters**

Anonymous letters or materials shall not be placed in any member's file(s) nor shall they be made a matter of record.

8.5.6 **Copies of Materials**

Each member will be entitled to a copy of any material in his/her file(s) upon the payment of a reasonable copying charge.

8. 6 **Reduction in Force**

If in the sole judgment of the Board it determines to make a reduction in force for any reason including, but not limited to, those reasons set forth in Section 3319.17 of the Ohio Revised Code, then the following procedure shall be utilized when making that reduction:

8.6.1 **Through Attrition**

Reduction shall be made through attrition to the extent possible.

8.6.2 **Further Reductions**

If further reductions are necessary, limited contract members shall have their contracts suspended in accordance with seniority within the certification area to be affected by the layoff, provided, however, the members on the list have in the past four (4) years taught for one hundred twenty (120) days under that certification as part of their contractual duties or have in the past four (4) years successfully completed with a grade of "B" or better six semester hours of graduate credit in that area of certification.

(A) **Notice of Intent**

When staff reduction is necessary, the Superintendent shall give written notice of the intent to recommend the suspension of

contracts to the Association and the members so affected twenty-one (21) days prior to the Board action. Such list shall be in accordance with seniority status as defined in Article 2, Section 2.4.

(B) **Recall Procedure**

Laid off members will be placed on a recall list for two (2) years, effective the end of the contract year last employed. If a position for which the member is certificated opens and the member on the list has as a part of his/her formal contractual duties in the last four (4) years taught for one hundred twenty (120) days under that certification or has in the past four (4) years successfully completed with a grade of "B" or better six semester hours of graduate credit in that area of certification, that position will be offered to the eligible member on the list before said position is offered to a person from outside the district.

(C) **Notification of Recall**

The member shall be notified of the job offer by the Board or its designee. The notification shall be in writing, sent by certified mail to the last address provided by the member. The member shall have five (5) calendar days from the attempted delivery of the notice to him/her to accept the position offered.

(D) **Failure to Respond**

Failure to accept the position offered or to respond affirmatively to the notice within five (5) days of the attempted delivery of said notice shall result in the member's removal from the recall list and shall terminate the Board's obligation to said member.

(E) **Insurance Coverage**

Members on layoff shall be permitted to remain on the Board's insurance plans, provided the member in advance of each month pays to the Treasurer one hundred percent (100%) of the cost of the premiums for said insurance.

(F) **Losing Insurance Coverage**

The Board shall assume no responsibility for any cancellations of insurance coverage, and its responsibility hereunder shall end if the member obtains other employment.

8. 7 **Rehiring Retirees**

Individuals who have retired and are receiving benefits through the State Teachers Retirement System (STRS) are subject to the conditions set forth in this section of the collective bargaining agreement and to all other provisions of the collective bargaining agreement not superseded by the following provisions:

8.7.1 **Board Authority**

The Ross Local School District Board of Education may elect to hire individuals who have retired and who are or will be receiving benefits through the State Teachers Retirement System (STRS). There shall be no expectation that any such teacher will be offered employment. The Board reserves the right to offer or not to offer such employment selectively, based on the needs of the Board, and no reasons will be given for declining to offer such employment to anyone.

8.7.2 **Salary Placement**

The Board shall grant a minimum of five (5) years of experience and may grant up to ten (10) years of experience for prior service credit and shall grant all training experience on the salary schedule. A rehired retiree may advance up to but not beyond Step 10 on the salary schedule.

8.7.3 **Insurance Coverage**

The Board shall pay the employee's cost of health, prescription, dental, and/or life insurance plans through STRS for those employees, employees plus one, and families eligible for such insurance at the same cost for comparable insurance established for all other employees. The employee shall choose the plan that best fits his/her needs. In the event that an employee is not eligible for health, prescription, dental, and/or life insurance through STRS, the employee may elect to participate in the Board insurance plans and the Board shall provide for the BHP Choice Insurance Plan, dental, and/or life insurance plans elected that are provided for in this contract.

8.7.4 **Contract Status and Non-Renewal Procedures**

Rehired retirees employed pursuant to this section of the collective bargaining agreement shall receive one-year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service, degrees, or certificate(s)/license(s) held.

Each one-year limited contract shall automatically expire upon completion of the year, and it is not necessary for the Board to conduct evaluations in accordance with the collective bargaining agreement currently in effect or with O.R.C. 3319.111 nor to take formal action to not reemploy the individual pursuant to O.R.C. 3319.11 in order to terminate the employment relationship.

8.7.5 **Retirement Benefits**

Rehired retirees are not entitled to any severance benefits or any retirement incentive benefits.

8.7.6 **Sick Leave Benefits**

Rehired retirees are eligible for sick leave accumulation. A rehired retiree may transfer one-half (1/2) of his/her sick leave accumulation after retirement.

8.7.7 **Status During Reductions-in-Force and Non-Renewals**

If the Board reduces staff in accordance with the Reduction-in-Force procedure in the collective bargaining agreement or non-renews members, the rehired retiree shall be considered the least senior professional employee in his/her areas certification or licensure, shall be the first to have his/her contract suspended or non-renewed, shall be the last person subsequently rehired, and shall have no displacement rights.

8.7.8 **Position in Bargaining Unit**

Subject to these provisions, rehired retirees shall be part of the bargaining unit.

8.7.9 **Relation of Provisions to Ohio Law and the Collective Bargaining Agreement**

Pursuant to the authority provided in Ohio law and to the extent that issues addressed in this section are contrary to or in conflict with Ohio law and the collective bargaining agreement, the issues addressed in this section shall supersede and replace applicable provisions of the statutory law of Ohio and this collective bargaining agreement.

8. 8 **Termination, Non-Renewal and Other Disciplinary Procedures**

8.8.1 **Right to Representation**

A member shall have the right to an Association representative of his/her choice in a disciplinary related employment matter.

8.8.2 **Termination**

The contract of a member may be terminated under the procedures of Ohio Revised Code Section 3319.16.

8.8.3 **Non-renewal**

Prior to the completion of four (4) full years of service with the school district, any member employed under a limited contract not eligible to be considered for continuing contract is, at the expiration of such limited contract, deemed reemployed under the provisions of this section at the same salary plus any increment provided by the salary schedule unless the Board, acting on the Superintendent's recommendation as to whether or not the member should be reemployed, gives such member written notice of its intention not to reemploy the member on or before the 30th day of April. The written notice shall be deemed to have been delivered by the Board and received by the member on the date that delivery is made to the current residence of the member as shown in the payroll records of the Board.

(A) **Notification**

A member whose contract is not being considered for renewal shall be notified in writing on or prior to April 30 as set forth in the statute. The notification shall include the following information:

(1) Full specification of the grounds for non-renewal, and
(2) The right to undertake with his/her representative a complete review of his/her personnel file which shall be in the office of the Superintendent.

(B) **Discussion of Reasons**

The Superintendent shall meet with the member whose contract is not being considered for renewal and shall discuss the reasons for the non-renewal.

(C) **Executive Session with Board**

Prior to taking action on the non-renewal and at the request of the member, the Board will meet with the member in executive session to listen to and discuss any information, witnesses, and/or documentation that the member may wish to present.

(D) **Leave of Absences**

Notwithstanding the provisions of Section 8.7.3, Section 8.7.3(A), or Ohio law, a leave of absence during the final year of a limited contract shall not operate to extend a member's limited contract beyond its current term or to otherwise entitle a member to a continuing contract.

(E) **Appealing Procedure**

An appeal from a Board decision to non-renew a member's limited contract shall be in accordance with Section 3319.11 of the Ohio Revised Code. In addition, the Board's currently existing provisions and practices regarding evaluations of limited contract members who must be observed or evaluated pursuant to Ohio Revised Code Sections 3319.11 and 3319.111 shall be incorporated into this collective bargaining agreement and shall supersede all observation and evaluation procedures and deadlines as provided or required by statute.

(F) **Supplemental Contracts, Tutors, Substitute Teachers**

Observations and evaluations shall not be required as a condition precedent to the non-renewal of supplemental contracts or the decision to non-renew or not rehire substitute teachers, tutors, and/or auxiliary funded members whose contracts, if any, shall expire automatically without notice at the end of the school year. If an incumbent to a supplemental contract is not rehired, he or she will be notified in writing prior to hiring a replacement.

8.8.4 **Just Cause**

After the completion of four (4) full years of service with the school district, a member shall not be non-renewed without just cause.

8.8.5 **Suspension of Member Contract for Disciplinary Reasons**

The Superintendent shall have the right to suspend a member without pay for the reasons set forth in Section 3319.16 of the Ohio Revised Code.

A written notice setting forth the allegations which, if substantiated, could result in suspension shall be provided to the member. Such notice shall include the time and place of a conference to discuss said allegations.

The conference shall be attended by the Superintendent, immediate supervisor, member, and his/her Association Representative.

The member shall be notified in writing of the action of the Superintendent.

The member may grieve the suspension.

ARTICLE IX - SALARY AND FRINGES

9. 1 ERIP

The Board agrees to offer an Early Retirement Incentive Plan (ERIP) with an open enrollment period effective from September 1 of any given year to August 31 of the next following year.

9.1.1 Two Years Service Credit

The Board agrees to purchase two (2) years of service credit for up to 5.55% of the certificated staff according to the rules defined by the State Teachers Retirement System (STRS). The number of certificated staff used to determine this percentage is the number employed as of September 1 of the plan year.

9.1.2 Application Deadline

Members wishing to participate in the ERIP must indicate their desire by submitting an application to the Treasurer's office on or before March 1. Failure to meet this deadline shall make the member ineligible to participate in the plan for that year.

9.1.3 July 1 Retirement

Each member who elects to participate in the ERIP shall indicate a retirement date of July 1. Failure to do so shall make the teacher ineligible to participate in the plan for that year.

9.1.4 Calculation Formula (Appendix L)

The Board agrees to calculate severance pay for those members electing ERIP as follows.

The total annual savings for each year of the buyout is equal to the estimated salary plus retirement of the participant (T. Cost) minus the sum of the estimated cost of replacement (defined as the average cost of new certificated teaching staff hirees for the prior three (3) years, including extended service, supplementals, retirement, and Medicare payment, column titled Replacement T. Cost) and the annual ERIP payment (annual payment), and the estimated cost of money for the ERIP payment in the second year.

(A) If the total savings summed for the two (2) years is greater than the total severance pay, each participant will receive one

hundred percent (100%) of his/her severance pay as specified below.

(B) If the savings summed for the two (2) years is less than the total severance pay, then each participant will receive severance pay on a (pro rata) basis up to the total amount of savings (total savings divided by total severance multiplied by individual severance amount divided by 2) .

(C) The severance payout computed by either method would be paid in halves. The first payment would be on or before August 31 of the year following the year of retirement and the second payment would be on or before August 31 of the year following the year of the first payment.

9.1.5 **ERIP Limitation**

If the total cost to the Board exceeds $55,000, ERIP shall not be implemented. Effective September 1, 2013, if due to changes in retirement eligibility by STRS during the period from September 1, 2011 through September 1, 2013, the $55,000 cap makes the ERIP mathematically impossible to be accessed by the members, the parties shall meet to renegotiate the cap.

9.1.6 Effective September 1, 2013, the ERIP shall convert to only be available to members who are within one (1) or two (2) years of first being eligible to retire with the same terms and conditions that are currently contained herein. If a member chooses to utilize the ERIP during his/her second (2nd) year of the window of eligibility, then the District shall only purchase one (1) year of service credit with STRS. If a member chooses to utilize the ERIP during his/her first (1st) year of eligibility, then the District shall purchase two (2) years of service credit with STRS.

9. 2 **Insurances**

9.2.1 **Enrollment in Insurance Programs**

Effective during the period of this agreement the insurance benefits set forth in Section 9. 2 shall be available for all eligible members covered by the agreement who complete the required applications for such insurance and transmit such applications to the Treasurer of the Board. Appropriate information and application forms will be provided by the administration to all new staff members at the time of employment processing. A notification regarding the annual open

enrollment period will be posted in each building prior to and during each annual open enrollment period of November 1st through November 30th. Coverage will not be available until the next open enrollment period. If a change in family status occurs during the year, the Treasurer may grant an exception to the requirements of this provision.

The Board and the Association shall work together to arrange for a representative from BHP to meet with individual members currently enrolled in the BHP Classic Insurance Plan to help them determine whether or not the member would be as well served by switching to the BHP Choice Insurance Plan. All members on the Classic Family Plan shall be required to participate in this program. The meeting shall occur no later than November 1, 2010. The meeting shall be held during the teacher work day.

9.2.2 **Hospitalization and Major Medical**

The Board shall provide each member with the current health and major medical insurance coverage or its equivalent. Beginning January 1, 2012, the Board shall pay eighty percent (80%) of the premium for the preferred provider option(s) toward the BHP Classic Plan and eighty-eight percent (88%) of the premium for the preferred provider option(s) toward the BHP Choice, BHP Basic, or other named BHP offered plan. The member shall pay the balance of the premium for family, single plus one and single health plans. Part-time members may elect any plan other than the BHP Classic Plan.

9.2.3 **Health Insurance Opt-out Incentive Plan**

(A) **Eligible Participants**

All members who are currently insured under the health insurance plan provided in this agreement and who may be insured under another health insurance plan may elect to opt-out of the Board-approved health insurance plan by completing the Opt-Out Insurance Benefit Waiver form (Appendix E). For the purpose of this Section only spouses who are both employed by Ross Local School District will be eligible for one opt-out benefit.

(B) **Opt-out Benefits**

Each eligible member electing to opt-out of the Board-approved health insurance plan shall receive an incentive payment of one thousand dollars ($1,000) payable at the second payroll in June

and prorated to the number of months in the current fiscal year that the member did not require employer-provided health insurance. Members eligible for fifty percent (50%) Board-paid benefits shall receive ($500) if they elect to opt-out.

(C) **Involuntary Changes in Insured Status**

Any eligible bargaining unit member who elected to opt-out of the health insurance plan provided by this agreement and who involuntarily loses other insurance coverage through the unemployment of a spouse, death of a spouse, or divorce from a spouse will be permitted to re-enroll in the Board-approved health insurance plan(s) pursuant to the Butler County Health Plan (BCHP) rules and regulations. Notice of intent to enroll must be provided to the Treasurer not later than the third Monday of the month following the qualifying event. Coverage will be effective on the first day of the following month.

(D) **Voluntary Changes in Insured Status**

Subject to provisions of Section 9.2.3(C), any bargaining unit member who elected to opt-out of the Board-approved health plan provided in this agreement may enroll in the Board-approved health plan(s) during the next annual open enrollment period set forth in Section 9.2.1 of this agreement. Any such member shall notify the Treasurer that he/she intends to re-enroll in the Board-approved health plan(s).

9.2.4 **Dental Insurance**

The Board shall continue to provide the current dental insurance plan or its equivalent and pay one hundred percent (100%) of the premium for the same. If the spouse of a member of the bargaining unit is employed by the school district, the Board shall only be obligated to provide one (1) dental insurance plan in that situation.

9.2.5 **Life Insurance**

The Board shall provide term life insurance in an amount equal to two (2) times the member's annual base salary.

9.2.6 **IRS Section 125 Plan**

Subject to the requirements of the insurer, the Board shall provide to each member who elects during the September 1-10 enrollment period an IRS Section 125 plan to be used to exempt the member's

portion of his/her medical insurance premium, dependent care costs, and medical expenses from federal and state tax.

9. 3 **Part-Time Teachers**

Teachers who work at least fifteen (15) hours per week but less than a regular contract day shall be eligible to receive all of the insurance related fringe benefits set forth herein, except the Board shall pay ninety percent (90%) times the member's FTE times the cost of the premium or fifty percent (50%), whichever is greater, for said benefits with the members paying the remaining cost for said benefits.

Further, in order for a teacher to be eligible for a year's credit on the teachers' salary schedule, the teacher must teach at least one hundred twenty (120) days in the school year.

9. 4 **Payroll Practices**

Salaries shall be paid in twenty-six (26) equal installments every other Friday.

In addition to all deductions required by law and this contract the following deductions will also be withheld:

(A) Credit Union (24 or 26 deductions);

(B) Income protection insurance (24 or 26 deductions);

(C) Tax-sheltered annuities (24 or 26 deductions, with the employee being able to change or add, subject to the conditions for adding a new company, twice a year in March and September);

(D) FCPE contributions (when requested, but deducted at the same time as Association dues);

(E) United Way (dependent on United Way throughout the balance of the payment year);

(F) REA Scholarship (when requested in writing and continuing until requested to stop in writing);

(G) Section 125 Deductions (24 deductions, beginning with the first paycheck in October).

In years when twenty-seven (27) paychecks will occur, in order to maintain a twenty-six (26) paycheck schedule, the first paycheck in September shall be the Wednesday after what would normally have been the paydate. The

second paydate shall be on the third Friday following the Wednesday payment. All remaining paychecks shall be issued every other Friday thereafter. The Office of the Treasurer will attempt to contact all staff members regarding the (27) paycheck schedule at least two months in advance. However, failure to communicate the schedule is not a grievable action and does not constitute any change to this agreement.

All new members shall be paid through direct deposit of their paycheck. All current members shall be paid through direct deposit of their paycheck, effective January 1, 2005. If the Treasurer's office makes an error on the member's paycheck in favor of the member, the member shall receive written notice that an error has been made and the error will be corrected on the next paycheck. If the Treasurer's office makes an error on the member's paycheck in the Board's favor, the member may opt for an immediate correction which will occur within five (5) work days.

9. 5 **Salary**

The Board agrees to pay the members in accordance with the attached salary schedules (See Appendices A).

The base salary shall not increase during the term of this agreement. Members shall not move vertically on the salary schedule during the term of this agreement. Members shall move horizontally in case of education gained.

9. 6 **Severance Pay**

The Ross Board of Education shall grant severance pay to teachers resigning their employment for the purpose of retirement in accordance with the following conditions and procedure:

9.6.1 **Eligibility**

A member's eligibility for severance pay shall be determined as of the final date of his/her employment with the district; and, in order to receive severance pay, the member must retire and be eligible for service or disability retirement through STRS as of the last date of employment.

9.6.2 **Proof of Retirement**

The member must, within one hundred twenty (120) days of his/her last day of employment, provide the Treasurer of the Board with

proof that he/she has retired and received and cashed his/her first retirement check from the State Teacher's Retirement System.

9.6.3 **10 Years of Service**

The member requesting severance pay must have at least ten (10) years of service as an employee with the Ross Board of Education in order to be eligible for severance pay.

9.6.4 **Calculation Formula**

Severance pay shall be calculated by multiplying the following percentage times the member's per diem rate of pay at the time of retirement:

Twenty-six and one-half percent (26.6%) to a maximum of fifty (50) days thereafter.

The per diem rate shall not include salary earned on a supplemental or extended service contract.

Any teacher with ten (10) years or more service in the district who dies while actively employed by the district and who was eligible to retire through STRS at the time of his/her death shall, for the purposes of this section, be deemed to have retired the day prior to his/her death.

9.6.5 **Elimination of Sick Leave Credit**

The receipt of severance pay by the member shall eliminate all sick leave credit accrued by the teacher.

9. 7 **Supplemental Salaries**

9.7.1 The Board agrees to the supplemental salary positions and compensation on the attached schedules as set forth in the appendices (See Appendices B).

9.7.2 All employees shall be paid as follows:

(A) Persons holding year long contracts or fall season contracts shall be paid throughout the payment year;

(B) Persons holding winter season contracts shall be paid beginning with the second paycheck in October and throughout the balance of the payment year; and

(C) Persons holding spring season contracts shall be paid beginning with the first paycheck in February and throughout the balance of the payment year.

The final payment for all supplemental contracts shall not be made until all duties as verified by the building principal have been completed.

Each payment for any supplemental contracts an employee holds shall be added onto an employee's regular paycheck.

9.7.3 A Supplemental Review Panel shall function as follows:

(A) The parties recognize that it is the sole discretion of the Board to fill positions within the school district. The following procedures are designed to provide the opportunity for consideration and review of supplemental positions by the parties.

(B) The Review Panel will consist of:

(1) Three (3) representatives appointed by the Superintendent;

(2) Three (3) teachers appointed by the Association.

(C) The Review Panel shall

(1) Select a chairperson and a recorder;

(2) Receive between February 1 and March 1 all requests submitted to an administrator for:

- adding positions;
- deleting positions;
- adjusting position placements;
- amending job descriptions;

The submitting administrator shall prioritize his/her recommendations to the Review Panel and may indicate that he/she is not recommending any given request.

(3) Reserve the right to gather additional input;

(4) Screen requests and submit to the Superintendent and the Association President for approval by the Board and the Association those requests which a consensus of the Review Panel feels has merit;

(5) In all cases where a new position is being proposed, recommend a pay level for that position;

(6) Require the person making the request to provide a new proposed job description in cases where a new position is being requested;

(7) Complete its work by April 1 for recommendations for the following year;

(8) Give results of the request to the concerned parties within thirty (30) days of the Review Panel's recommendation submitted to the Superintendent and the Association President.

9. 8 **Tuition Reimbursement**

9.8.1 The Board shall annually set aside as a Tuition Reimbursement Pool the equivalent of one-hundred percent (100%) of the Bachelors Degree, Step 0 years experience on the teachers salary schedule.

9.8.2 Members eligible to apply for reimbursement from the Pool shall be those members who are working toward their first Masters Degree.

9.8.3 Eligible members may apply for reimbursements from the Reimbursement Pool for courses that have been completed between September 16 through September 15 of the previous year. For a course to be eligible for reimbursements, members must earn a “B” or better in the course or must pass the course if the course is only offered on a pass/fail basis.

9.8.4 By September 15 of each year eligible members shall submit to the District Treasurer a transcript, or grade card if a transcript is not

available, and receipts showing evidence of payment of tuition for eligible courses.

9.8.5 Disbursements from the Reimbursement Pool shall be pro-rated based upon the relationship between the number of semester hours or their equivalent for which each member requests reimbursement and the total aggregate number of semester hours or their equivalent for which all eligible members request reimbursement. In no case shall disbursements to a member exceed fifty percent (50%) of a member's tuition cost.

9.8.6 Disbursements shall be made concurrent with the last paycheck in October.

9.8.7 No reimbursement shall be made to a member who enrolls in courses where full tuition is paid by scholarship, fellowship, federal grant, or other source that offsets the cost of tuition to the member. Student teaching fee certificates do not exclude a member from receiving this benefit.

9.8.8 The Superintendent may, at his/her discretion, pay one-hundred percent (100%) of the tuition cost a member would incur if the member, at the Superintendent's request, returns to school to become certified or licensed in a different certification or licensure area. This money shall not be disbursed from the Tuition Reimbursement Pool.

ARTICLE X - LEAVES

10. 1 Assault Leave

10.1.1 Right to Assault Leave

Pursuant to 3319.142 of the Ohio Revised Code (ORC), a member who is physically disabled as a result of a physical assault on him/her while the member is performing duties required by his or her contract with the Board and which occurs on school premises or during a school-sponsored function and is not caused by another member of the district shall be entitled to assault leave. This leave will not be available to any member who, without cause, deliberately provoked the assault which was the basis for the request. The member assaulted shall report the incident to the building administrator as soon as possible.

10.1.2 Maximum Amount of Leave

When such assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to any other leaves. Such leave shall be granted up to a maximum of thirty (30) days per member each school year. In no event shall a member receive more than his/her daily rate of pay from all sources which he/she may be eligible to receive, including worker's compensation, sick leave, and assault leave.

10.1.3 Medical Verification

Medical verification shall be furnished to the Superintendent or his/her designee for all such assault leave requests. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for three (3) school days per occurrence. In such event, the Board shall pay the full costs of the examination.

10.1.4 Criminal Action

A member may, on his/her own, and shall, if requested by the Board, file criminal actions against the person and/or persons assaulting him/her.

10.1.5 Court Appearance

If subpoenaed to testify in the prosecution of said person or persons, the member shall receive his/her regular pay during that time he/she is absent from school for his/her court appearance(s).

10. 2 Jury Duty

Absence for jury duty is permissible. After absence for such duty, either reporting or actual service, the member shall return payment received for such services to the Board Treasurer and at the next regular pay period receive full payment of his/her regular salary from the Board for the day(s) of excused absence for this purpose. If a member reports for jury duty but is excused for all or part of the day, he or she shall call his/her building administrator to receive instructions on whether or not to report to duty for the remainder of that work day to assume his/her regular duties.

If a professional staff member is subpoenaed or summoned to appear in a school related case where he/she is a witness or representative on behalf of the school district, he or she shall return payment received for such services to the Board Treasurer and at the next regular pay period receive full payment of his/her regular salary from the Board for the day(s) of excused absence for this purpose.

10. 3 Leave of Absence

10.3.1 Right to Leave of Absence

Upon request of a member, the Board may grant a leave of absence without pay for a period of not more than two (2) school years for educational or professional or other purposes and shall grant said leave where an illness or other disability is the reason for the request. Upon subsequent request such leave may be renewed by the Board.

10.3.2 Request Requirements

The request shall state the reason for the required leave, the date the leave is to begin, and the date the leave is to end.

10.3.3 Medical Documentation

If the reason for the leave request is illness or other disability, a member may be required by the Board to provide medical documentation verifying the need for the requested leave.

10.3.4 Returning Assignment

Persons returning from leaves of absence are subject to assignment by the Superintendent to a position within their areas of certification.

10.3.5 **Contract Ramifications**

The granting of a leave of absence shall not extend a limited contract past its term nor prevent the non-renewal of a member's limited contract.

10.3.6 **Notification to Return**

The member on leave shall advise the Superintendent in writing no later than April 1 of his/her intention to return to regular assignment the following school year. Should this written notification not be forwarded by this stated date, all obligations between the member and the Board shall be terminated as of April 2 of the year at issue. Members shall be notified of their tentative assignment for the next school year in the same manner as Article VIII, Section 8.1.2.

10.3.7 **Insurance**

Pursuant to this provision for the purpose of group term life, hospitalization, and dental insurance, the Board shall continue to carry on payroll records members who are on leave. The member on leave wishing to continue said coverage while on leave shall pay the full cost of said insurance through the leave term. Payment to the Treasurer shall be made thirty (30) days in advance of the premium due date.

10. 4 Leave of Absence for Professional Improvement

10.4.1 **Right to Leave of Absence for Professional Improvement**

A member who has completed five (5) years of service in the District may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence with partial pay for one (1) or two (2) semesters, subject to the following restrictions: Prior to such a grant of permission, the member shall present to the Superintendent for approval a plan for professional growth, and at the conclusion of the leave provide evidence that the plan was followed. At the end of the leave the member may be required to return to the district for a period of at least one (1) year unless the member has completed twenty-five (25) years of teaching in this state.

10.4.2 **Conditions for Refusal**

The Board may not grant such a leave unless there is available a satisfactory substitute nor grant such leaves to more than five percent (5%) of the professional staff at any time nor allow a salary in excess of the difference between the substitute's pay and the

member's expected salary nor grant a leave longer than one (1) school year nor grant a leave to any member more often than once for each five (5) years of service nor grant a leave a second time to the same member when other members of the staff have filed a request for such a leave.

10. 5 Parental Leave

10.5.1 Request for Leave

A member who wishes to remain home with a newly-born infant or newly adopted child shall file a request for parental leave with the Superintendent thirty (30) days prior to initiating said leave.

10.5.2 Limitations

The Board shall grant unpaid parental leave for a period of time not to exceed twelve (12) consecutive months except as modified hereafter. The member's return date shall be at the beginning of a semester, quarter, or trimester, provided said date amounts to twelve (12) months or less parental leave.

10.5.3 Contract Ramifications

Parental leave shall not extend a member's contract past its terms or prevent the non-renewal of a member's limited contract.

10.5.4 Returning From Leave

Members returning at the start of a school year shall notify the Superintendent of their intent to return or not return by April 1. Members returning from parental leave shall be placed in a position within their area of certification. If the position is not the same as that which the member held prior to the leave, the reason or reasons for the new placement shall be discussed at a conference and provided in writing if the member requests.

10. 6 Personal Leave

10.6.1 Entitlement to Personal Leave

Ross Local School District shall provide three (3) personal leave days for certificated teaching personnel. Personal leave may be used beyond regular sick leave and professional leave for purposes necessary to the welfare of professional personnel that cannot be accomplished outside regular school hours. It shall not be used in lieu of sick leave or to extend professional leave or vacation periods

and may not be taken the day before or the day after holidays, winter break or spring break, or professional days, without the approval of the Superintendent.

10.6.2 **Personal Leave Form**

The attached form (Appendix H) shall be submitted at least five (5) school days prior to the time personal leave is desired and given to the building principal. The building principal shall then forward the request with his/her recommendations to the Superintendent where it is subject of his/her approval. Requests for any single day of personal leave, submitted on the completed personal leave form at least five (5) days prior to the time personal leave is desired shall be approved without the need for clarification or questions if the following are met:

(1) the personal day is not to be used in lieu of sick leave;
(2) the personal day is not to extend professional leave or vacation periods;
(3) the personal day is not requested for the day before or after holidays, winter break, spring break, or professional leave; and
(4) the appropriate reason for usage is checked on the personal leave form submitted to the principal.

Approval or non-approval of leave shall be reported to the member in writing three (3) days prior to the date the leave is to begin. If a member submits a personal leave form less than five (5) school days prior to the requested personal leave day; on the day before or after a holiday, winter break, spring break, or professional leave; or for two consecutive days, the member may be asked to clarify his/her request.

10.6.3 **Emergencies**

In the event of a genuine emergency making it impossible to request said leave five (5) school days in advance, the Superintendent may waive the notification requirement.

10.6.4 **Late for Work**

Hourly units of personal leave may be used when hazardous conditions or transportation failure causes a member to be late for work.

10.6.5 **Maximum Number per Day**

Except for emergency situations, a maximum of ten percent (10%) of the members in any one building may be on personal leave on the same school day.

10.6.6 **Transfers to Sick Leave**

Personal leave days not used by a member each year to a maximum of three (3) days shall be transferred to his/her accumulated sick leave to the maximum sick leave accumulation authorized by the district.

10.6.7 **Fourth Day**

In an emergency situation, a fourth personal leave day may be granted to a member if the specific reason for the leave request is provided to the Superintendent in writing and approved by the Superintendent in his/her sole discretion.

10.6.8 **Annual Review of Policy with Staff and Administration**

The Superintendent and the Association President shall jointly review on an annual basis the personal leave policy and procedures with the staff and administration.

10. 7 **Professional Meetings**

10.7.1 **Requirements**

Members of the bargaining unit may apply to attend professional meetings. Written application (See Appendix F) shall be made to the appropriate administrator with a copy to the Superintendent. The Superintendent has the final judgment on approval of applications. Professional meetings being requested should meet the following criteria:

(A) Be directly related to the duties assigned them as employees by the Board,

(B) Be designed to improve the member's performance of his or her assigned duties, and

(C) Be adjudged by the Superintendent or his/her designee to be in the best interest of the District.

10.7.2 **Expenses**

Payment of allowable expenses of members attending such meetings and the cost of any necessary substitute may be made from the appropriate fund of the school district.

10.7.3 **Full Salary**

Members of the bargaining unit who attend such meetings or conferences on the business of the Board shall be considered assigned to duty and shall receive full payment of salary.

10.7.4 **Professional Leave Form**

Professional meeting forms (Appendix F) shall be completed.

10. 8 **Sick Leave**

10.8.1 **Annual Allowance**

Certificated members shall be granted sick leave on the following basis: One and one-quarter (1-1/4) days for each completed month of service to a maximum of fifteen (15) days per year.

10.8.2 **Sick Leave During the School Year**

At the beginning of each school year each member new to this district or who has no sick days accumulated at the start of the school year shall be credited with seven (7) days of sick leave allowance. Pursuant to 3319.141 Ohio Revised Code (ORC), a member reemployed by the Board within ten (10) years of leaving the employ of this Board and who has been continuously employed by other Boards of Education in the State of Ohio or by state, county, or municipal governments in Ohio will receive credit for his/her accumulated and unused sick leave to the maximum number of days allowed by the school district under Section 10.8.3 of this provision.

10.8.3 **Accumulation of Sick Leave**

The maximum number of sick leave days accumulated shall be one hundred ninety (190) days.

10.8.4 **Approved Use of Sick Leave Days**

Sick leave may be used by members for those reasons and situations enumerated in 3319.141 of the Ohio Revised Code and subject to the provisions of 3319.141 of the Ohio Revised Code. For the purposes of this Section, immediate family shall be defined to include father, mother, sister, brother, son, daughter, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, or any other person in the member's family living in the member's house. A member may take sick leave to tend to a sick grandchild as long as the primary caregiver(s) is (are) not going about his/her (their) daily business.

10.8.5 **Sick Leave Form**

Members will use the attached form (See Appendix G) when requesting sick leave.

10. 9 **Staff Attendance Committee**

10.9.1 A committee of two Association members elected within each building and the principal shall jointly review, on a confidential basis, the attendance of members within the building.

10.9.2 The purpose of the committee shall be to assist members in a professional and confidential way.

10.9.3 The attendance committee shall meet in each building at least once a year prior to setting IMS goals. The building principal is free to use his/her discretion in setting the agenda for this meeting.

10.9.4 The building principal is free to use his/her discretion in setting additional meetings during the year.

10.9.5 The building principal is free to use his/her discretion in approaching staff.

10.9.6 The committee shall jointly decide how to address the attendance of those members identified by the committee for intervention. Flexibility and cooperation are keys to making this committee a useful instrument.

10.9.7 Activities of the committee shall be confidential.

10.9.8 Disciplinary actions arising from attendance problems are the responsibility of the administration. It is not a requirement to convene the committee prior to administering discipline.

10.10 **Sick Leave Bank**

The purpose of a sick leave bank is to lend additional days to a bargaining unit member who has a catastrophic experience with an injury, surgery, or illness to him/herself or his/her spouse or dependent child and has exhausted all personal leave days, accumulated sick leave, advancement of sick leave, and is not eligible for disability retirement under STRS. The sick leave bank is not to be used for normal pregnancy.

A sick leave bank to be utilized by bargaining unit members shall be established under the following guidelines:

1. Only bargaining unit members shall be permitted to donate accumulated sick leave to the sick leave bank.

2. Prior to October 1 of each school year, a bargaining unit member may activate his/her participation in the sick leave bank by contributing a maximum of one (1) day of his/her accumulated sick leave.

3. The sick leave bank shall not exceed a maximum of one more day than the number of bargaining unit members of the current school year.

4. If the number of available days in the sick leave bank falls below fifty (50), a request shall be made for additional days. A bargaining unit member may contribute a maximum of one additional day per school year.

5. The maximum number of days that a bargaining unit member can borrow for one (1) event is thirty (30) days per school year.

A Sick Leave Bank Committee shall be established following these guidelines:

1. The Association President shall appoint one member from each building in the district to comprise the Sick Leave Bank Committee. Additionally, one Association Officer – also appointed by the Association President - shall chair the committee. Committee members shall be appointed annually.

2. All decisions of the Sick Leave Bank Committee are final and not subject to grievance procedures.

3. The Sick Leave Bank Committee will establish the criteria under which sick leave will be distributed from the sick leave bank.

   The following guidelines shall remain constant.

   a. All bargaining unit members requesting days from the sick leave bank must have donated a day to the bank.

   b. Each bargaining unit member must complete a Sick Leave Bank Form prior to receiving days from the Sick Leave Bank.

c. Bargaining unit members must pay back all days used from the Sick Leave Bank. The bargaining unit member shall pay back the days he/she borrows at the rate of fifty (50%) percent of his/her annual accumulated sick leave at the end of the contract year, each year, until the total number of borrowed days has been restored to the bank.

d. Once a bargaining unit member has donated sick leave to the Sick Leave Bank, he/she has no claim to that (those) specific day(s).

e. The Sick Leave Bank Committee shall meet as needed and provide updated reports to the district's treasurer.

ARTICLE XI - DURATION OF AGREEMENT

This agreement shall become effective the 1st day of June, 2011, and shall terminate on the 31st day of August, 2013.

This agreement is entered into by and between the parties of the

ROSS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

By _____
Board President Date

ROSS EDUCATION ASSOCIATION

By _____
President Date

ARTICLE XI - DURATION OF AGREEMENT

This agreement shall become effective the 1st day of June, 2011, and shall terminate on the 31st day of August, 2013.

This agreement is entered into by and between the parties of the

ROSS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

By _____ 5/23/11
Board President Date

ROSS EDUCATION ASSOCIATION

By William Thuesing 5/23/11
President Date

ROSS LOCAL SCHOOL DISTRICT
EFFECTIVE 2011-2012

YEARS EXP.	NON DEGREE	BA DEGREE INDEX	BA+150 INDEX	MA DEGREE INDEX	MA+15 INDEX	MA+30 INDEX
0		$33,722	$35,442	$37,162	$38,882	$40,602
	86.5	1.0000	1.0510	1.1020	1.1530	1.2040
1		$35,139	$37,027	$38,916	$40,770	$42,625
	90.0	1.0420	1.0980	1.1540	1.2090	1.2640
2		$36,555	$38,612	$40,669	$42,659	$44,648
	93.5	1.0840	1.1450	1.2060	1.2650	1.3240
3		$37,971	$40,197	$42,423	$44,547	$46,672
	97.0	1.1260	1.1920	1.2580	1.3210	1.3840
4		$39,388	$41,782	$44,176	$46,436	$48,695
	100.5	1.1680	1.2390	1.3100	1.3770	1.4440
5		$40,804	$43,367	$45,930	$48,324	$50,718
	104.0	1.2100	1.2860	1.3620	1.4330	1.5040
6		$42,220	$44,952	$47,683	$50,213	$52,742
	107.5	1.2520	1.3330	1.4140	1.4890	1.5640
7		$43,637	$46,537	$49,437	$52,101	$54,765
	111.0	1.2940	1.3800	1.4660	1.5450	1.6240
8		$45,053	$48,122	$51,191	$53,990	$56,789
	114.5	1.3360	1.4270	1.5180	1.6010	1.6840
9		$46,469	$49,707	$52,944	$55,878	$58,812
	118.0	1.3780	1.4740	1.5700	1.6570	1.7440
10		$47,886	$51,292	$54,698	$57,766	$60,835
	121.5	1.4200	1.5210	1.6220	1.7130	1.8040
11		$49,302	$52,877	$56,451	$59,655	$62,859
	125.0	1.4620	1.5680	1.6740	1.7690	1.8640
12		$50,718	$54,462	$58,205	$61,543	$64,882
	128.5	1.5040	1.6150	1.7260	1.8250	1.9240
13		$52,135	$56,047	$59,958	$63,432	$66,905
	132.0	1.5460	1.6620	1.7780	1.8810	1.9840
14		$53,551	$57,632	$61,712	$65,320	$68,929
	135.5	1.5880	1.7090	1.8300	1.9370	2.0440
15		$54,967	$59,217	$63,466	$67,209	$70,952
	139.0	1.6300	1.7560	1.8820	1.9930	2.1040
18		$56,384	$60,801	$65,219	$69,097	$72,975
	142.5	1.6720	1.8030	1.9340	2.0490	2.1640

ROSS LOCAL SCHOOL DISTRICT
EFFECTIVE 2012-2013

YEARS EXP.	NON DEGREE	BA DEGREE INDEX	BA+150 INDEX	MA DEGREE INDEX	MA+15 INDEX	MA+30 INDEX
0		$33,722	$35,442	$37,162	$38,882	$40,602
	86.5	1.0000	1.0510	1.1020	1.1530	1.2040
1		$35,139	$37,027	$38,916	$40,770	$42,625
	90.0	1.0420	1.0980	1.1540	1.2090	1.2640
2		$36,555	$38,612	$40,669	$42,659	$44,648
	93.5	1.0840	1.1450	1.2060	1.2650	1.3240
3		$37,971	$40,197	$42,423	$44,547	$46,672
	97.0	1.1260	1.1920	1.2580	1.3210	1.3840
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8		$45,053	$48,122	$51,191	$53,990	$56,789
	114.5	1.3360	1.4270	1.5180	1.6010	1.6840
9		$46,469	$49,707	$52,944	$55,878	$58,812
	118.0	1.3780	1.4740	1.5700	1.6570	1.7440
10		$47,886	$51,292	$54,698	$57,766	$60,835
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11		$49,302	$52,877	$56,451	$59,655	$62,859
	125.0	1.4620	1.5680	1.6740	1.7690	1.8640
12		$50,718	$54,462	$58,205	$61,543	$64,882
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	135.5	1.5880	1.7090	1.8300	1.9370	2.0440
15		$54,967	$59,217	$63,466	$67,209	$70,952
	139.0	1.6300	1.7560	1.8820	1.9930	2.1040
18		$56,384	$60,801	$65,219	$69,097	$72,975
	142.5	1.6720	1.8030	1.9340	2.0490	2.1640

SUPPLEMENTALS

		PERCENT OF BASE	10-11
CATEGORY 1	1 POSITION AVAILABLE	20%	$6,744
1-H.S.	Athletic Director		
CATEGORY 2	4 POSITIONS AVAILABLE	18%	$6,070
2-M.S.	Athletic Director		
2-H.S.	Varsity Boys Basketball		
2-H.S.	Varsity Girls Basketball		
2-H.S.	Varsity Football		
CATEGORY 3	4 POSITIONS AVAILABLE	14%	$4,721
3-H.S.	1st Assistant. Boys Basketball		
3-H.S.	1st Assistant. Girls Basketball		
3-H.S.	1st Assistant Football		
3-H.S.	Varsity Wrestling		
CATEGORY 4	14 POSITIONS AVAILABLE	12%	$4,047
4-H.S.	Drama		
4-H.S.	Reserve Boys Basketball		
4-H.S.	Reserve Girls Basketball		
4-H.S.	Reserve Football		
4-H.S.	Reserve Football		
4-H.S.	Reserve Football		
4-H.S.	Reserve Football		
4-H.S.	Varsity Baseball		
4-H.S.	Varsity Boys Soccer		
4-H.S.	Varsity Girls Soccer		
4-H.S.	Varsity Softball		
4-H.S.	Varsity Boys Track		
4-H.S.	Varsity Girls Track		
4-H.S.	Varsity Volleyball		
CATEGORY 5	11 POSITIONS AVAILABLE	10%	$3,372
5-H.S.	9th Boys Basketball		
5-H.S.	9th Girls Basketball		
5-H.S.	9th Football		
5-H.S.	9th Football		
5-H.S.	Reserve Wrestling		
5-H.S.	Reserve Wrestling		
5-H.S.	Varsity Cheerleading		

5-H.S.	Assistant Boys Soccer		
5-H.S.	Assistant Girls Soccer		
5-H.S.	Varsity Asst. Baseball		
5-H.S.	Varsity Asst. Softball		
CATEGORY 6	24 POSITIONS AVAILABLE	9%	$3,035
6-M.S.	8th Boys Gold Basketball		
6-M.S.	8th Boys Maroon Basketball		
6-M.S.	8th Girls Gold Basketball		
6-M.S.	8th Girls Maroon Basketball		
6-M.S.	8th Head Football		
6-M.S.	7th / 8th Head Wrestling		
6-M.S.	7th Boys Gold Basketball		
6-M.S.	7th Boys Maroon Basketball		
6-M.S.	7th Girls Gold Basketball		
6-M.S.	7th Girls Maroon Basketball		
6-M.S.	7th Football		
6-H.S.	Assistant Track		
6-H.S.	Assistant Track		
6-H.S.	Flag & Dance Line		
6-H.S.	Reserve Baseball		
6-H.S.	Reserve Boys Soccer		
6-H.S.	Reserve Girls Soccer		
6-H.S.	Reserve Softball		
6-H.S.	Reserve Volleyball		
6-H.S.	Reserve / 9th Cheerleading		
6-H.S.	Varsity Cross Country		
6-H.S.	Volunteer Advisory Board		
6-H.S.	Yearbook		
6-H.S.	Vocal Music		
CATEGORY 7	28 POSITIONS AVAILABLE	7%	$2,361
7-M.S.	8th Assistant Football		
7-M.S.	8th Volleyball		
7-M.S.	7th / 8th Cheerleading		
7-M.S.	7th / 8th Cross Country		
7-M.S.	7th / 8th Track		
7-M.S.	7th / 8th Track		
7-M.S.	7th / 8th Assistant Wrestling		
7-M.S.	7th Assistant Football		
7-M.S.	7th Volleyball		
7-M.S.	9th Baseball		
7-M.S.	9th Softball		
7-M.S.	9th Volleyball		
7-H.S.	Dept. Head/Business		
7-H.S.	Dept. Head/English		
7-H.S.	Dept. Head/Humanities		
7-H.S.	Dept. Head/Math		
7-H.S.	Dept. Head/Practical Arts		
7-H.S.	Dept. Head/Science		

7-H.S.	Dept. Head/Social Studies		
7-H.S.	Dept. Head/Special Service		
7-H.S.	Newspaper		
7-Dist.	SACC/Lang. Arts & Reading Chairperson		
7-Dist.	SACC/Math Chairperson		
7-Dist.	SACC/Science Chairperson		
7-Dist.	SACC/Social Studies Chairperson		
7-H.S.	Varsity Boys Tennis		
7-H.S.	Varsity Girls Tennis		
7-H.S.	Varsity Golf		
CATEGORY 8	15 POSITIONS AVAILABLE	6%	$2,023
8-M.S.	7th/8th Grade Assistant Track		
8-H.S.	Academic Team		
8-M.S.	Drill Team Advisor		
8-M.S.	Good Morning RMS		
8-M.S.	Newspaper		
8-H.S.	Assistant Cross Country		
8-H.S.	Open Gym Supervisor (Boys)		
8-H.S.	Open Gym Supervisor (Girls)		
8-H.S.	Strength Coach (Fall)		
8-H.S.	Strength Coach (Spring)		
8-H.S.	Strength Coach (Summer)		
8-H.S.	Strength Coach (Winter)		
8-H.S.	Student Government		
8-M.S.	Student Government		
8-M.S.	Yearbook		
CATEGORY 9	5 POSITIONS AVAILABLE	5%	$1,686
9-H.S.	12th Grade Sponsor		
9-H.S.	12th Grade Sponsor		
9-H.S.	11th Grade Sponsor		
9-H.S.	11th Grade Sponsor		
9-H.S.	JV Golf		
CATEGORY 10	7 POSITIONS AVAILABLE	3%	$1,012
10-MS.	National Junior Honor Society Coordinator		
10-M.S.	Power of the Pen Coordinator		
10-M.S.	Science Olympiad Coordinator		
10-H.S.	10th Grade Sponsor		
10-H.S.	9th Grade Sponsor		
10-H.S.	Honor Society		
10-H.S.	Science Club		
CATEGORY 11	2 POSITIONS AVAILABLE		
	Events Managers	$14.20 per hour	
	Building Leadership Team Members	$600 per year	

CO-CURRICULAR POSITIONS

2-H.S.	Instrumental Music	18%	$6,070
4-H.S.	Vocal Music	12%	$4,047
5-M.S.	Instrumental Music	10%	$3,372
8-M.S.	Vocal Music	6%	$2,023
10-H.S.	Pep Band	3%	$1,012
10-Elem.	Vocal Music	3%	$1,012
10-Elem.	Vocal Music	3%	$1,012
H.S.	Light/Sound Manager for Performing Arts Center	$20.00 per hour	

APPENDIX C-1

FOR ADMINISTRATIVE USE ONLY
DOCUMENT PROBLEMS DISCUSSED THAT ARE CONSISTENT WITH ARTICLE IV OF THE NEGOTIATED AGREEMENT

PROBLEM SOLVING FORM
ROSS LOCAL SCHOOLS

_____ _____
Date of Problem Filing Date

Member filing grievance _____

Agreement number code that addresses grievance _____

Concise statement of the grievance with references to the specific provisions of the memorandum, policy, rule**,** or regulation allegedly violated, misinterpreted, and/or misapplied.

_____

_____

_____

_____

_____

_____

_____

PRINCIPAL'S RESPONSE OR ACTION

_____

_____

_____

_____

_____

_____

_____

Hearing requested before the building principal: ____ Yes _____ No

cc: Member filing

cc: Superintendent

Signed _____
Building Principal

APPENDIX C-2

GRIEVANCE REPORT FORM
ROSS LOCAL SCHOOLS

Building _____

Administrator _____

Date submitted _____

LEVEL ONE

Date of event or condition precipitating grievance _____

Statement of grievance: _____

_____

_____

_____

_____

_____

Relief sought: _____

_____

_____

_____

_____

_____

_____

Signature(s) of grievant(s) _____

cc: Administrator
cc: Association
cc: Grievant(s)
cc: Superintendent

GRIEVANCE REPORT FORM
ROSS LOCAL SCHOOLS

Page 2
Level One

Disposition of Administrator: _____

_____

_____

_____

_____

_____

Signature of Administrator: _____

Date: _____

Position of Grievant (s): _____

_____

_____

_____

_____

Signature of Grievant(s): _____

Date: _____

GRIEVANCE REPORT FORM
ROSS LOCAL SCHOOLS

Building _____

Administrator _____

Date submitted _____

LEVEL TWO

Date received by Superintendent _____

Disposition of Superintendent _____

_____

_____

_____

_____

Signature of Superintendent _____

Date _____

Position of Grievant: _____

_____

_____

_____

_____

Signature(s) of grievant(s) _____

cc: Administration
cc: Association
cc: Grievant(s)
cc: Superintendent
Attach copies of Level One

APPENDIX C-4

GRIEVANCE REPORT FORM
ROSS LOCAL SCHOOLS

Building _____

Administrator _____

Date submitted _____

LEVEL THREE

Date submitted to Mediation _____

Date of Mediation _____

Position of Grievant: _____
_____
_____
_____
_____

Signature(s) of grievant(s) _____

cc: Administration
cc: Association
cc: Grievant(s)
cc: Superintendent
Attach copies of Level One and Level Two

GRIEVANCE REPORT FORM
ROSS LOCAL SCHOOLS

Building _____

Administrator _____

Date submitted _____

LEVEL FOUR

Date submitted to American Arbitration Association _____

Disposition and award of Arbitrator:_____

_____

_____

_____

_____

_____

_____

_____

_____

Signature of Arbitrator _____

Date _____

cc: Administration
cc: Association
cc: Grievant(s)
cc: Superintendent
Attach copies of Level One, Level Two and Level Three

APPENDIX D

ROSS LOCAL SCHOOLS

INSTRUCTIONAL MANAGEMENT SYSTEM

Revised, 2004
2008

PHILOSOPHY

The Ross Local Board of Education and the administration of the Ross Schools have a responsibility to create and maintain a positive, favorable climate in which all professional staff can best perform their duties and meet their responsibilities to the students of the district. A principal means of fulfilling this responsibility is by the use of the established Instructional Management System.

Even though the utilization of the Instructional Management System is linked to those times in a professional career when contractual decisions must be made, the Ross Instructional Management System has other equally important objectives:

1. To create common professional language that promotes dialogue on teaching and learning.

2. To continually improve the quality of instruction.

3. To cooperatively develop educational goals.

4. To encourage professional growth and in-service training.

5. To promote self-evaluation, self-discipline, and self-improvement.

PROCESS

The Ross Instructional Management System consists of three phases of evaluation. Phase One consists of an annual Comprehensive Review. Phase Two consists of a Comprehensive Review every other year, and Phase Three consists of a Comprehensive Review every five years. All teachers will participate in goal setting annually regardless of their evaluation phase or experience. Each teacher will have a minimum of two goals and a maximum of five goals.

Goal Setting

All teachers regardless of phase or level in the IMS will annually participate in the goal setting process. Goal setting may take place between April 1st and September 30th of consecutive school years. Each evaluator will schedule a Goal Setting Conference with the teacher during this time span. At the Goal Setting Conference form IMS - 1 will be completed for each goal to be worked on for the coming school year. A goal is a performance objective that is set for the school year. A minimum of two verifiable goals must be established. Up to three teacher goals may be developed collaboratively by the evaluator and teacher based on building and student needs. Up to two additional goals may be set by the evaluator to address documented teacher performance issues. For teachers who are on Comprehensive Review, progress on goal accomplishment will be evaluated at the Mid-year Evaluation Meeting and at the Final Evaluation Meeting. All other teachers will meet with their evaluator by May 31st to assess goal accomplishment.

Phase One

All teachers with less than three consecutive years of experience in the Ross Local School District will be in Phase One evaluation. Entry level teachers and teachers with less than three years experience from another district will start at level one. Teachers with three or more years of experience from another district will start at level two.

Comprehensive Review in Phase One consists of three observations and two evaluations. The first observation will involve IMS Domains B and C only. It must be completed by October 31st. The second and third observations involve all four domains in the IMS. The second observation and mid-year evaluation must be completed by January 15th and the third observation and final evaluation must be completed by April 1st. Once a teacher has completed level three of Phase One, they must have an aggregate evaluation rating of 46 or higher in order to move to Phase Two. The teacher will remain at level three until a rating of 46 or higher is obtained in subsequent Comprehensive Reviews.

Phase Two

In Phase Two the teacher will participate in Comprehensive Review at levels five and seven only. Comprehensive Review in Phase Two consists of two observations and two evaluations. Both observations involve all four domains of the IMS. The first observation and mid-year evaluation must be completed by January 15th and the second observation and final evaluation must be completed by April 1st. Once a teacher has completed level seven of Phase Two they must have an aggregate

evaluation rating of 55 or higher and not receive a score of 1.0 on any one criterion in order to move to Phase Three. The teacher will remain at level seven until a rating of 55 or higher and no score of 1.0 is obtained in subsequent Comprehensive Reviews.

Phase Three

In Phase Three the teacher will participate in Comprehensive Review every five years following completion of Phase Two. Comprehensive Review in Phase Three consists of two observations and two evaluations. Both observations involve all four domains of the IMS. The first observation and mid-year evaluation must be completed by January 15th and the second observation and final evaluation must be completed by April 1st. At the end of each Comprehensive Review the teacher must have an aggregate evaluation rating of 58 or higher and not receive a score lower than 2.0 on any one criterion in order to complete that level. The teacher will remain on Comprehensive Review at that particular level until a rating of 58 or higher and no score lower than 2.0 on any one criterion is obtained in subsequent Comprehensive Reviews.

Evaluator Training

First year evaluators must be trained and certified in Pathwise by October 31st of the first year that they would be involved in conducting evaluations using the Instructional Management System. Beginning with the implementation of this contract and for every two years thereafter, the district's administrative team must participate in training by a certified Pathwise trainer that is not a district employee to help develop consistency among the evaluators in rating teacher performance.

PROCEDURES FOR COMPREHENSIVE REVIEW

Group Orientation

Each building principal will schedule a group orientation meeting for all teachers who will participate in Comprehensive Review during the current school year. A full explanation of the process and procedures will be given along with the necessary forms. The orientation meeting must be completed by September 10th.

Pre-Observation Conference

Prior to an observation, a pre-observation conference will be held between the teacher and the evaluator. The evaluator will provide the teacher with a five day window within which an observation must be scheduled. At least one day prior to the conference the teacher is to complete form IMS – 2 and submit it to the evaluator.

Observations

Each observation conducted by an evaluator will be a minimum of 40 minutes in length. A written report of the observation will be given to the teacher on form IMS – 3 within three working days after the observation. A minimum of three observations must be made in Phase One and a minimum of two observations must be made in Phases Two and Three. The evaluator may make as many more observations as he/she feels necessary. In addition to the designated evaluator, other principals or assistant principals, central office administrative personnel, and/or educational consultants may also participate in the observation process. A teacher may request additional observations by the designated evaluator and/or by another district evaluator. The formal classroom observation identified here is but part of the ongoing comprehensive evaluation.

Post-Observation Conference

Following an observation, a post-observation conference will be held between the teacher and the evaluator. This conference shall be held at least one day after the teacher has received form IMS – 3 from the evaluator. Form IMS – 4 will be completed during this conference.

Mid-year Evaluation Meeting

Each evaluator is to schedule a Mid-year Evaluation Meeting with each teacher on Comprehensive Review. This Mid-year Meeting will be used to review progress to date on goal accomplishment and to complete form IMS – 5 which will record the ratings for each domain of the IMS. Adjustments in goals should be made at this time based on any “unsatisfactory” rating listed on IMS – 5 or on any goal. A written remediation plan that could lead to a correction of the deficiency should be developed.

Deficiencies regarding the teacher's failure to adhere to work rules or other documented deficiencies not noted during formal observations must be put in writing and provided to the teacher within a reasonable period of time of the discovery of such conduct. Where feasible such a deficiency shall be addressed in the written remediation plan. The deadline for the Mid-year Evaluation Meeting is January 15th.

Final Evaluation Meeting

Each evaluator is to schedule a Final Evaluation Meeting with each teacher on Comprehensive Review. This Final Evaluation Meeting will be used to complete form IMS – 6 which contains the evaluator's final ratings for each domain of the IMS and a final recommendation to the superintendent regarding the teacher's contract status. This meeting will also be used to arrive at a final assessment of the level of accomplishment on the teacher's goals for the school year. The deadline for the Final Evaluation Meeting is April 1st.

Filing of Evaluation Forms

All forms used in the IMS process are to be prepared in triplicate with the evaluator and teacher signing and dating all three (3) copies of each form. Disposition of the IMS forms is as follows:

Original Copy	-	Placed in the teacher's permanent record file in the Superintendent's office
Second Copy	-	retained by the building principal
Third Copy	-	retained by the teacher

Domain A
Organizing Content Knowledge for Student Learning

Criterion A1
Becoming familiar with relevant aspects of students' background knowledge and experiences.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher demonstrates a lack of understanding of why it is important to become familiar with students' background experiences, does not know how to find this information, and lacks familiarity with students' background experiences.		The teacher demonstrates some understanding of why it is important to become familiar with students' background experiences, does not know how to find this information, and lacks familiarity with students' background experiences.		The teacher demonstrates a comprehensive understanding of why it is important to become familiar with students' background experiences, describes several procedures used to obtain this information, and demonstrates a clear understanding of students' background knowledge and experiences.

Criterion A2
Articulating clear learning goals for the lesson that are appropriate to the students.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher does not articulate clear learning goals, or the teacher has chosen goals that are inappropriate for the students.		The teacher articulates clear learning goals that are appropriate for the students.		The teacher articulates clear learning goals and provides a well-thought-out explanation of why they are appropriate for the students, **or** the teacher articulates clear learning goals that are appropriate to the students and are differentiated for groups or individual students in the class.

Criterion A3
Demonstrating 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.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher does not explain how the content of this lesson relates to the content of previous or future lessons, **or** the explanation given is illogical or inaccurate.		The teacher accurately explains how the content of this lesson relates to the content of previous and/or future lessons.		In addition to the requirements for level 2.0, the teacher accurately explains how the content of this lesson fits within the structure of the discipline, and when appropriate across disciplines and real life.

Criterion A4
Creating or selecting teaching methods, learning activities, and instructional materials* or other resources including technology, that are appropriate to the students and that are aligned with the goals of the lesson.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher chooses methods, activities, or materials* that are unrelated to the goals of the lesson, **or** the methods, activities, or materials* are clearly not appropriate to the students.		The teacher chooses methods, activities, and materials* that are aligned with the goals of the lesson and that are appropriate to the students in general.		In addition to the requirements for level 2.0, the teacher chooses methods, activities, and materials* that allow a differentiated learning experience for individuals or groups of students, or the teacher provides a sound explanation of why the single teaching method or learning activity in the less is appropriate for all students.

"Materials include all resources that the teacher might use. If the lesson requires no materials, there is no penalty to the teacher for not using them.

Criterion A5
Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher has not provided for systematically evaluating student learning, or the evaluation planned is clearly inappropriate either to the goals of the lesson or to the students.		The teacher has a plan for systematically evaluating student learning that is aligned with the goals of the lesson and is appropriate to the students.		In addition to the requirements for level 2.0, the teacher can describe how he or she will use the results of the evaluation in planning future instruction.

Criterion A6
Demonstrating knowledge of content and pedagogy.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher lacks understanding of one or more of the following: subject content, district course of study, Ohio Academic Content Standards, and/or pedagogy.		The teacher demonstrates solid understanding of the subject content, district course of study, Ohio Academic Content Standards and their prerequisite relationships and connection with other disciplines and real life. The teacher's instructional practices reflect current pedagogical knowledge.		In addition to the requirements for level 2.0, the teacher continually searches for improved practice.

Domain B
Creating an Environment for Student Learning

Criterion B1
Creating an environment of respect and rapport.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher's interactions with students are generally appropriate and free from conflict but may be characterized by occasional inconsistencies.		The teacher demonstrates general warmth and caring, and is respectful of the cultural and developmental differences among groups of students.		Classroom interactions, both between the teacher and students and among students, are highly respectful, reflecting genuine warmth and caring toward individuals. The students themselves encourage high levels of civility among members of the class.

Criterion B2
Establishing a culture for learning.
Scoring

1.0	1.5	2.0	2.5	3.0
The classroom environment reflects only a minimal culture for learning with only modest or inconsistent expectations for student achievement.		The classroom environment reflects a developing culture for learning with modest expectations for student achievement, adequate teacher commitment to the student, and average commitment to the subject.		Students assume much of the responsibility for establishing a culture for learning in the classroom by being committed to their work, initiating improvements to their products, and holding the work to the highest standard. The teacher demonstrates a passionate commitment to the subject.

Criterion B3
Communicating challenging learning expectations to each student.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher communicates explicitly or implicitly to individuals, to groups within the class, or to the class as a whole that they are incapable of learning **or** that the teacher's expectation for their learning are low.		The teacher occasionally encourages students to meet challenging learning expectations.		The teacher actively encourages students to meet challenging learning expectations.

Criterion B4
Establishing and maintaining consistent standards of classroom behavior.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher makes no attempt to respond to disruptive behavior, **or** the teacher's response to disruptive behavior does not demonstrate respect for the students.		The teacher makes appropriate attempts to respond to disruptive behavior in ways that demonstrate respect for the students, **or** some students may display minor misbehavior but it does not disrupt the class.		In addition to the requirements for level 2.0, the teacher responds to disruptive behavior or minor misbehavior consistently and with reasonable success, in ways that demonstrate respect for students, **or** students' behavior during the lesson is consistently appropriate.

Criterion B5
Making the physical space as safe and conducive to learning as possible.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher allows the physical space to be unsafe, **or** the teacher allows the physical space that is safe to interfere with learning.		The teacher creates a physical space that is safe and does not interfere with learning.		The teacher uses the physical space as a resource to facilitate learning. Provisions are made to accommodate all students, including those with special needs. If the teacher does not control the physical space, he or she effectively adjusts the activities to the existing physical space.

Domain C
Teaching for Student Learning

Criterion C1
Making learning goals and instructional procedures clear to students.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher provides the students with no information, confusing information, or inaccurate information about the learning goals or the instructional procedures for the lesson.		The students receive accurate information about the learning goals. The teacher provides the students with clear, accurate information about the instructional procedures for the lesson, and most of the students seem to understand.		In addition to the requirements for level 2.0, the students seem to understand the learning goals fully. The teacher ensures that all students, including those who may initially have trouble, understand and can carry out the instructional procedures for the lesson.

Criterion C2
Engaging students in learning.
Scoring

1.0	1.5	2.0	2.5	3.0
Few students are intellectually engaged in significant learning as a result of inappropriate activities or materials, poor representations of content, or lack of lesson structure.		Students are intellectually engaged for the most part, throughout the lesson with appropriate activities and materials, instructive representations of content, and suitable structure and pacing of the lesson.		Students are highly engaged throughout the lesson and make material contributions to the representation of content, the activities, and the materials. The structure and pacing of the lesson allow for student reflection and closure.

Criterion C3
Encouraging students to extend their thinking.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher does not encourage or may even discourage students from thinking independently, creatively, or critically.		The teacher encourages students to think independently, creatively, or critically in the context of the content being studied.		The teacher uses activities that are specifically designed to actively encourage students to think independently, creatively, or critically about the content being taught.

Criterion C4
Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher makes no attempt to determine whether students are understanding and gives them no feedback.		The teacher monitors the students' understanding of the content. The students receive feedback as necessary.		The teacher monitors students' understanding of the content through a variety of means and makes appropriate instructional adjustments if necessary. If appropriate, students receive substantive and specific feedback.

Criterion C5
Using instructional time effectively.
Scoring

1.0	1.5	2.0	2.5	3.0
Substantial amounts of instructional time are spent on activities of little instructional value, **or** the pacing of the lesson is inappropriate to the content and/or the students.		The pacing of the lesson is appropriate for most of the students. Non-instructional procedural matters do not occupy an excessive amount of time.		The teacher provides students with activities of instructional value for the entire instructional time and paces them appropriately. Any necessary non-instructional procedures are performed efficiently.

Domain D
Teacher Professionalism

Criterion D1
Reflecting on the extent to which the learning goals were met.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher cannot accurately identify strengths and weaknesses of the lesson in relation to the learning goals.		The teacher accurately describes the strengths and weaknesses of the lesson in relation to the learning goals and describes in general terms how he or she could use the experience from this lesson in future instruction.		In addition to the requirements for level 2.0, the teacher supports his or her judgments with specific evidence from the observed lesson.

Criterion D2
Growing and developing professionally.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher does not participate in annual professional development activities **or** the teacher's participation in professional development activities is limited to those that are required and/or convenient.		The teacher seeks opportunities for annual professional development to enhance content knowledge and pedagogical skill and shares this knowledge.		The teacher seeks opportunities for annual professional development to enhance content knowledge and pedagogical skills and uses this knowledge to provide leadership and impact change.

Criterion D3
Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher demonstrates no knowledge of resources available through colleagues in the school or district, **or** the teacher is aware of such resources, but does not attempt to use them, despite an obvious need.		The teacher demonstrates knowledge of resources and attempts to consult with colleagues when necessary on matters related to learning and instruction.		In addition to the requirements for level 2.0, the teacher provides evidence of collaboration with colleagues outside of his or her own classroom to coordinate learning activities or to address other concerns related to teaching.

Criterion D4
Communicating with parents or guardians about student learning.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher demonstrates no knowledge of forms of communication that she or he can use to communicate with parents or guardians, or the teacher makes no attempt to communicate with parents or guardians, even when it is clearly necessary to do so.		The teacher attempts to communicate in a professional manner with parents or guardians when it is clearly necessary to do so.		The teacher provides evidence and/or describes frequent attempts to communicate in a professional manner with parents or guardians for a variety of purposes.

Criterion D5
Demonstrating professionalism.
Scoring

1.0	1.5	2.0	2.5	3.0
The teacher demonstrates a low level of professionalism.		For the most part, the teacher observes district policies and procedures, maintains accurate records, reports to work regularly and punctually, and is appropriately groomed and attired.		The teacher consistently observes district policies and procedures, maintains accurate records, reports to work regularly and punctually, and is appropriately groomed and attired.

ROSS LOCAL SCHOOL DISTRICT
INSTRUCTIONAL MANAGEMENT SYSTEM
Evaluation Flow Chart

PHASE ONE	Level One	All entry level teachers and those with less than three years experience from another district start here.
	Level Two	All teachers from another district with three or more years of experience start here.
	Level Three	

Note: Each level of Phase One will involve Comprehensive Review and goal setting.

PHASE TWO	Level Four	Goal setting only
	Level Five	Comprehensive Review and goal setting
	Level Six	Goal setting only
	Level Seven	Comprehensive Review and goal setting

PHASE THREE	Level Eight	Goal setting only
	Level Nine	Goal setting only
	Level Ten	Goal setting only
	Level Eleven	Goal setting only
	Level Twelve	Comprehensive Review and goal setting
	Level Thirteen	Goal setting only
	Level Fourteen	Goal setting only
	Level Fifteen	Goal setting only
	Level Sixteen	Goal setting only
	Level Seventeen	Comprehensive Review and goal setting
	Level Eighteen	Goal setting only
	Level Nineteen	Goal setting only
	Level Twenty	Goal setting only
	Level Twenty-one	Goal setting only
	Level Twenty-two	Comprehensive Review and goal setting
	Level Twenty-three	Goal setting only
	Level Twenty-four	Goal setting only
	Level Twenty-five	Goal setting only
	Level Twenty-six	Goal setting only
	Level Twenty-seven	Comprehensive Review and goal setting
	Level Twenty-eight	Goal setting only
	Level Twenty-nine	Goal setting only
	Level Thirty	Goal setting only
	Level Thirty-one	Goal setting only
	Level Thirty-two	Comprehensive Review and goal setting
	Level Thirty-three	Goal setting only
	Level Thirty-four	Goal setting only
	Level Thirty-five	Goal setting only

ROSS LOCAL SCHOOL DISTRICT
INSTRUCTIONAL MANAGEMENT SYSTEM
Goal Setting Form

Name _____ Position _____ Goal No. _____

Goal Statement: _____

_____

Achievement Activities | Achievement Date Line

_____

Evaluator Comments _____

Goal Conference

_____
Teacher's Signature Date

My signature indicates only that I have seen this document.

_____
Evaluator's Signature Date

Mid-year Evaluation

_____ Satisfactory
- _____ Goal Complete
- _____ Goal in Progress

_____ Unsatisfactory

_____
Teacher's Signature Date

My signature indicates only that I have seen this document.

_____
Evaluator's Signature Date

Final Evaluation

_____ Satisfactory
- _____ Goal Complete
- _____ Goal in Progress

_____ Unsatisfactory

_____
Teacher's Signature Date

My signature indicates only that I have seen this document.

_____
Evaluator's Signature Date

ROSS LOCAL SCHOOL DISTRICT
INSTRUCTIONAL MANAGEMENT SYSTEM
Pre Observation Form

Teacher _____Evaluator_____School_____

1. Briefly describe the students in this class including any with special needs. (A1)

2. What are the goals for this lesson? (A2, A3)

3. What instructional materials or other resources, if any, will you use? (A4)

4. What teaching methods and activities will you use? (A4)

5. How do you plan to assess student achievement of the goals? (A5)

6. Is there a particular area you would like the evaluator to concentrate on during the observation?

ROSS LOCAL SCHOOL DISTRICT
INSTRUCTIONAL MANAGEMENT SYSTEM
Observation Form

DOMAIN B – Creating an Environment for Student Learning
____B1 – Creating an environment of respect and rapport
____B2 – Establishing a culture for learning
____B3 – Communicating challenging learning expectations to each student
____B4 – Establishing and maintaining consistent standards of classroom behavior
____B5 – Making the physical space as safe and conducive to learning as possible
Summary for Domain B:

Suggestions for Domain B:

Domain C – Teaching for Student Learning
____C1 – Making learning goals and instructional procedures clear to students
____C2 – Engaging students in learning
____C3 – Encouraging students to extend their thinking
____C4 – Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
____C5 – Using instructional time effectively
Summary for Domain C:

Suggestions for Domain C:

_____ _____
Teacher's Signature Date

My signature indicates only that I have seen this document.

_____ _____
Evaluator's Signature Date

ROSS LOCAL SCHOOL DISTRICT
INSTRUCTIONAL MANAGEMENT SYSTEM
Post Observation Form

Teacher_____Evaluator _____School _____

1. To what extent did students achieve the stated learning goals of this lesson? How do you know? Would you do anything differently in the future? (D1)

2. Describe any professional development activites in which you have been involved in the past year. How is this professional development evidenced in your practice? (D2)

3. Describe ways you have collaborated with other educational professionals. (D3)

4. How and for what purposes have you communicated with parents or guardians? (D4)

_____ _____
Teacher's Signature Date

My signature indicates only that I have seen this document.

_____ _____
Evaluator's Signature Date

ROSS LOCAL SCHOOL DISTRICT
INSTRUCTIONAL MANAGEMENT SYSTEM
Mid-year Evaluation Form

Teacher_____Evaluator_____School _____

Domain A – Organizing Content Knowledge for Student Learning

A1 – Becoming familiar with relevant aspects of students' background knowledge and experiences _____
A2 – Articulating clear learning goals for the lesson that are appropriate to the students _____
A3 – Demonstrating 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 _____
A4 – Creating or selecting teaching methods, learning activities, and instructional materials or other resources including technology, that are appropriate to the students and that are aligned with the goals of the lesson _____
A5 – Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson _____
A6 – Demonstrating knowledge of content and pedagogy _____

DOMAIN B – Creating an Environment for Student Learning

B1 – Creating an environment of respect and rapport _____
B2 – Establishing a culture for learning _____
B3 – Communicating challenging learning expectations to each student _____
B4 – Establishing and maintaining consistent standards of classroom behavior _____
B5 – Making the physical space safe and conducive to learning as possible _____

DOMAIN C – Teaching for Student Learning

C1 – Making learning goals and instructional procedures clear to students _____
C2 – Engaging students in learning _____
C3 – Encouraging students to extend their thinking _____
C4 – Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands _____
C5 – Using instructional time effectively _____

DOMAIN D – Teacher Professionalism

D1 – Reflecting on the extent to which the learning goals were met _____
D2 – Growing and developing professionally _____
D3 – Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students _____
D4 – Communicating with parents or guardians about student learning _____
D5 – Demonstrating professionalism _____

TOTAL RATING _____

EVALUATOR COMMENTS:

TEACHER COMMENTS:

_____ _____
Teacher's Signature Date

My signature indicates only that I have seen this document.

_____ _____
Evaluator's Signature Date

ROSS LOCAL SCHOOL DISTRICT
INSTRUCTIONAL MANAGEMENT SYSTEM
Final Evaluation Form

Teacher_____Evaluator_____School_____

Domain A – Organizing Content Knowledge for Student Learning

A1 – Becoming familiar with relevant aspects of students' background knowledge and experiences _____
A2 – Articulating clear learning goals for the lesson that are appropriate to the students _____
A3 – Demonstrating 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 _____
A4 – Creating or selecting teaching methods, learning activities, and instructional materials or other resources including technology, that are appropriate to the students and that are aligned with the goals of the lesson _____
A5 – Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson _____
A6 – Demonstrating knowledge of content and pedagogy _____

DOMAIN B – Creating an Environment for Student Learning

B1 – Creating an environment of respect and rapport _____
B2 – Establishing a culture for learning _____
B3 – Communicating challenging learning expectations to each student _____
B4 – Establishing and maintaining consistent standards of classroom behavior _____
B5 – Making the physical space safe and conducive to learning as possible _____

DOMAIN C – Teaching for Student Learning

C1 – Making learning goals and instructional procedures clear to students _____
C2 – Engaging students in learning _____
C3 – Encouraging students to extend their thinking _____
C4 – Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands _____
C5 – Using instructional time effectively _____

DOMAIN D – Teacher Professionalism

D1 – Reflecting on the extent to which the learning goals were met _____
D2 – Growing and developing professionally _____
D3 – Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students _____
D4 – Communicating with parents or guardians about student learning _____
D5 – Demonstrating professionalism _____

TOTAL RATING _____

I recommend that this teacher:

_____ be re-employed unconditionally.

_____ be re-employed with the following goals:

_____ be non-renewed or terminated for the following reasons:

EVALUATOR COMMENTS:

TEACHER COMMENTS:

_____ _____ My signature indicates only
Teacher's Signature Date that I have seen this document.

_____ _____
Evaluator's Signature Date

To:

From: Todd Yohey and Bill Buelsing

Date:

Subject: **2006-2007 Instructional Management System (IMS) Evaluation**

Due to an agreement reached with the Ross Education Association, the score you were given for your 2006-2007 IMS final evaluation will be ignored in favor of your mid-year evaluation score for 2007-2008. The mid-year 2007-2008 score will be used to determine the level for your next evaluation cycle.

This agreement is not a reflection on the validity of your 2006-2007 evaluation. It is a recognition that procedural errors may have occurred in the documentation of evaluative measures and development of an improvement plan.

_____ _____
Todd Yohey, Superintendent of Schools Date

_____ _____
William T. Buelsing, President REA Date

Cc: File

APPENDIX E

OPT-OUT INSURANCE BENEFIT WAIVER

In consideration of the provisions of Section 9.2.3 Collective Bargaining Agreement between the Board of Education of Ross Local School District and the Ross Education Association, the undersigned, being eligible to receive health insurance benefits pursuant to Section 9.2.2 of said agreement, hereby voluntarily opts-out of and waives the opportunity to receive said health insurance benefits and hereby releases and holds harmless the Board of Education of Ross Local School District from any and all responsibility for payment of benefits under said Section 9.2.2.

Date_____ _____

Member

APPENDIX F

Ross Local School District

Professional Leave Request

(Revised January, 2008)

Request to attend professionally sponsored meeting or function.

_____	_____	_____
Applicant's Signature	School	Date Request Made

_____
Meeting or Function

_____
Location

_____
Date(s)

Is a substitute required? _____ If yes, how many days? _____

What is the funding source for this activity? _____
(To be completed by the building principal)

In the space below please indicate the estimated expenses associated with this request.
Note: An approved requisition(s) must accompany this form.

A. Mileage _____miles x .505 per mile = $_____
(beyond normal commute)

B. Meals $_____

C. Registration $_____

D. Lodging $_____

E. Other Expenses

_____ $_____

_____ $_____

_____ $_____

Total Estimated Expenses **$**_____

Recommended Yes _____
No _____

_____
Building Principal Date

Approved Yes _____
No _____

_____
Superintendent Date

(See reverse side of form for reimbursement guidelines)

Professional Leave Request

Procedures for Reimbursement

The following items will be reimbursed provided proper documentation/receipts are submitted.

1. Registration
2. Parking
3. Mileage beyond the normal commute
4. $25.00 a day for meals
5. Lodging for multi-day workshops
6. Lodging for a 1 day workshop, if farther away than a distance equal to the Columbus area.

The following items will NOT be reimbursed.

1. Meals for a 1 day workshop
2. Lodging for a 1 day workshop, unless farther away than a distance equal to the Columbus area
3. Taxes, except on hotel charges
4. Personal phone calls
5. Alcoholic beverages and tips

Be SURE to attach necessary requisition(s) to this form (i.e., meals, parking, mileage, lodging, etc.)

If your registration is paid in advance by the district, no receipt verifying registration payment is necessary, unless notified by the Treasurer's Office.

If you pay your registration, an original receipt must be submitted for reimbursement.

If registration is paid in advance by the Treasurer's Office and the employee does not attend and the organization has a no refund policy, it will be the employee's responsibility to reimburse the Board of Education for payment.

CREDIT CARD RECEIPTS that are NOT itemized WILL NOT BE ACCEPTED!!

Remember to file a "Claim for Reimbursement" upon return.

ROSS LOCAL SCHOOLS
STAFF ABSENCE

Social Security #_____Employees_____

	Date (complete)	Name of Substitute	Full Day	A.M. Only	P.M. Only	Total #Days
Monday	_____	_____	☐	☐	☐	____
Tuesday	_____	_____	☐	☐	☐	____
Wednesday	_____	_____	☐	☐	☐	____
Thursday	_____	_____	☐	☐	☐	____
Friday	_____	_____	☐	☐	☐	____

Reason for Absence

Sick Leave (Number of Days)

_____ Personal Illness

_____ Illness in Family

_____ Death in Family

_____ Funeral

_____Jury Duty

_____Vacation

_____Pay Deduct

_____Professional Leave (Date Approved_____)

_____Unrestricted Personal Leave (Date Approved _____)

_____Restricted Personal Leave (Date Approved _____)

_____Comp Time

COMPLETE ONLY IF DOCTOR WAS CONSULTED:
Name of Doctor _____ Address _____ Date Seen _____

SUBSTITUTE TIME SHEET

	Date (complete)	Name of Substitute	Full Day	A.M. Only	P.M. Only	GRADE/SUBJECT
M	_____	_____	☐	☐	☐	_____
T	_____	_____	☐	☐	☐	_____
W	_____	_____	☐	☐	☐	_____
T	_____	_____	☐	☐	☐	_____
F	_____	_____	☐	☐	☐	_____

_____ _____ _____
Signature of Substitute Date Substitute Social Security #

_____ _____
Signature of Principal/Supervisor Date

APPENDIX H

APPLICATION FOR PERSONAL LEAVE

NAME _____ DATE_____

JOB CLASSIFICATION _____ BUILDING/LOCATION _____

I wish to apply for (circle one) 1 day ½ day am ½ day pm personal leave on: M T W R F _____
Day of Week Date

_____ First Day _____ Second Day _____ Third Day

Except as hereinafter provided, any member may, with the recommendation of his/her immediate supervisor and approval of the Superintendent, be absent without loss of pay a total of three (3) days in any school year from July 1 through June 30 and any regular nonteaching employee may, with the approval of the immediate supervisor, be absent without loss of pay a total of three (3) days in any school year from July 1 through June 30 for the following reasons:

_____Transact legal or financial business
_____Sale or purchase of real property
_____Court appearance
_____Occupational interview (for summer employment only)
_____Receipt of major personal property
_____Observance of religious holiday
_____Disruption of utility, heating or plumbing
_____Appointment or meeting with local, state, or federal agency
_____Completion of college course requirements
_____Recipient of an award for contributions to education, church, or community
_____Family emergency and/or obligation
_____Marriage ceremony
_____Adoption of child
_____Registration for college for employee or child
_____Attend graduation ceremonies
_____Moving from one residence to another
_____Speaker or participant at an educational, community, religious, or civic function
_____Funeral (outside of immediate family)
_____Medical consultation not covered by sick leave
_____Disruption of transportation

Personal leave is not to be used for any activity that can be scheduled after school hours or on a day when school is not in session. Personal leave is not to be used for recreation, vacation, and/or social gatherings nor is it to be used for seeking employment or activities associated with another job or income earning activity.

I affirm that my request is consistent with the agreed upon purpose for personal leave and that my activity cannot be scheduled outside of work time. I understand that falsification of this form can be grounds for termination.

_____
Applicant's Signature

A separate form must be submitted for each personal day requested. Personal leave requests shall be made at least five work days prior to the time the leave is desired unless application is in response to an emergency. Personal leave requests submitted less than five days prior to the time the leave is desired will require additional clarification prior to approval.

_____
Applicant's Signature

_____Recommended for Approval

_____
Principal's or Supervisor's Signature

_____Not Recommended for Approval

_____
Approving Authority
Superintendent of Schools

_____Approved

_____Not Approved

Comments:
_____
_____
_____
_____

Distribution: 1 copy to Teacher 1 copy to Principal or Supervisor 1 copy to Treasurer 1 copy to Superintendent
Employee: Submit one (1) copy to Principal. Additional copies will be made for distribution upon approval.

Personal Leaves

Board Policy 3550

The Board may grant to each nonteaching employee a total of three (3) days per school year for personal leave. Personal leave may be used beyond regular sick leave and vacations for purposes necessary to the welfare of nonteaching personnel that cannot be accomplished outside of the regular working day. It shall not be used in lieu of sick leave or to extend vacation periods. A request for personal leave shall be made on the approved form at least one week prior to the time personal leave is desired and given to the building principal or the employee's immediate supervisor. The building principal then forwards the request with his/her recommendations to the Superintendent where it is subject to his approval.

The principal or immediate supervisor shall be notified of the superintendent's approval or nonapproval of personal leave and they in turn shall notify the nonteaching employee of same.

Personal leave may not be taken within two school days of the beginning or end of vacation, of a holiday, or of sick leave without the approval of the Superintendent.

In the event of a genuine emergency making it impossible to request said leave one week in advance, the Superintendent may in his discretion waive the one week notification requirement. Written explanation of the need may be required.

Personal leave days are noncumulative. Unused personal leave days at the end of a contract year are added to an employee's sick leave balance but such total shall not exceed the maximum total allowed by the Board.

REA Contract, Section 10.6

10.6.1 Personal Leave

Ross Local School District shall provide the three (3) personal leave days for certified teaching personnel. Personal leave may be used beyond regular sick leave and professional leave for purposes necessary to the welfare of professional personnel that cannot be accomplished outside regular school hours. It shall not be used in lieu of sick leave or to extend professional leave or vacation periods and may not be taken during the two days before or after holidays, Christmas or spring break, or professional days, without the approval of the Superintendent.

10.6.2 Personal Leave Form

The attached form (Appendix H) for personal leave shall be submitted at least five (5) school days prior to the time personal leave is desired and given to the building principal. The building principal shall then forward the request with his/her recommendation to the Superintendent where it is subject of his/her approval. Approval or non-approval of leave shall be reported to the member in writing three (3) days prior to the date the leave is to begin. If a member submits a personal leave form less than five (5) school days prior to the requested personal leave day, the member may be asked to clarify his/her request.

10.6.3 Emergencies

In the event of a genuine emergency making it impossible to request said leave five (5) school days in advance, the Superintendent may waive the notification requirement.

10.6.4 Late For Work

Hourly units of personal leave may be used when hazardous conditions or transportation failure causes a member to be late for work.

10.6.5 Maximum Number per Day

Except for emergency situations, a maximum of ten percent (10%) of the members in any one building may be on personal leave on the same school day.

10.6.6 Transfers to Sick Leave

Personal leave days not used by a member each year to a maximum of three (3) days shall be transferred to his/her accumulated sick leave to the maximum sick leave accumulation authorized by the district.

10.6.7 Fourth Day

In an emergency situation, a fourth personal leave day may be granted to a member if the specific reason for the leave request is provided to the Superintendent in writing and approved by the Superintendent in his/her sole discretion.

FINANCIAL DOCUMENTS TO BE PROVIDED TO THE ASSOCIATION

SM - 1

SM - 2, quarterly

June Treasurer's Report (listing ending fund balances)

Training and Experience Grid

Insurance Rates and Number of Contracts per Plan (Indemnity, PPO, etc.) and Option (Family, Single plus One, Single)

Other, as requested

APPENDIX J

For informational purposes only

UNSOLICITED INFORMATION

Section	Item	Who Receives	Who Does	Deadline
5. 5	Notice of Board Meeting	Association President	Superintendent	as defined in Sunshine Law
5. 7	Board's Agenda	Association President	Superintendent	48 hours prior to meeting
5. 7	Board's Minutes	Association President	Treasurer	when available to public
5. 6	2000 Policy	Association President	Superintendent	prior to Board action
5.14	Newly Hired Member Information	Association President	Assistant Superintendent	1 week prior to start of school
5.14	Personnel Directory	Association President	Superintendent	when published
5.17	Seniority List	Association President	Assistant Superintendent	October 1
6. 5	LMC Minutes	Certificated Staff	Association President	prior to next meeting
6. 5	LMC Minutes	Board	Superintendent	prior to next meeting
7. 1	Class Size Data	Association President	Superintendent	October 31
7.14	School Calendar	Association President/LMC	Superintendent	4 weeks prior to Board action
8.1.2	Assignment Notice	Members	Building Principal	end of school year
8.1.3	Vacancy Postings	Association President	Assistant Superintendent	when job becomes available
8.1.4	Summer Postings	Members	Treasurer	with summer paychecks when able
		Requesting Members REA Executive Members		with summer paychecks when unable to send to all Members
8.1.4	REA Executive Committee Member Names	Treasurer	Association President	end of school

PROCEDURE FOR DETERMINING PART-TIME STATUS AND BENEFITS

1. These calculations for part-time status apply to teachers employed 5 days per week, part-time each day.
2. Exceptions to this formula are delineated below.
   a. Teachers employed to teach one section of kindergarten = .50 FTE
   b. Teachers employed to teach a full day for a limited number of days per week. Each full day equals a .20 FTE; two-full day's equals .40 FTE, etc.
   c. The FTE for Title and Auxiliary Service Teachers will be determined by the FTE level the funding source can support.
3. The basis for the part-time calculation is differentiated by building level, with the variable being the number of periods (high school and middle school) taught per day or the number of minutes (elementary schools) taught per day. The basis for this differentiation is outlined below:

   --High School: FTE equals the number of 45 minute blocks taught divided by 6.

   FTE = x/6

   --Middle School: FTE equals the number of full periods taught divided by 7

   FTE = x/7

   --Elementary School: FTE equals the number of minutes taught per day divided by 335.

   FTE = x/335

4. The total workday for a part time teacher is calculated by multiplying the teacher's FTE by the total number of minutes in a typical work day (450).

   Total Workday = FTE x 450

5. The amount of time provided for lunch is prorated based on the calculated FTE multiplied times 30 minutes.

   Lunch = FTE x 30 minutes

6. Planning time is determined by multiplying FTE by the average planning time for a 1.0 FTE teacher. This average may vary from building to building.

   Planning Time = FTE x avg. planning time for 1.0 FTE teacher

7. Before and after school time is determined by multiplying FTE by the average before and after time for a 1.0 FTE teacher. This average may vary from building to building.

Before/After Time = FTE x avg. before/after time for 1.0 FTE teacher

8. Part-time teachers who work a different schedule each of the two semesters will receive a contract that blends the above formulas to yield an average FTE for the school year. They will be paid according to this average. If a teacher in this situation resigns part way through the school year, the office of the treasurer would make a salary adjustment to reconcile an over or underpayment that might have occurred as a result of the teacher's early departure.

9. Should contact time or the number of teaching periods in a building schedule be modified during the course of this agreement the Administration and the Association will discuss appropriate adjustments in the current numbers utilized to calculate the part-time FTE.

APPENDIX L

Employee Retirement Incentive Plan Analysis 2010
Year 1

Employee	Age	Exp.	Retiree Salary	T. Cost	Factor	ERIP Cost	Annual Payment	Replacement Salary	T. Cost	Annual Savings
Jane Smith	59	32	$70,000	$79,800.00	0.560	$39,200.00	$19,600.00	$40,488	$46,743.40	$13,456.60
Bob Jones	54	32.82	$65,000	$74,100.00	0.600	$39,000.00	$19,500.00	$36,785	$42,468.28	$12,131.72
Steve Taylor	60	28	$55,000	$62,700.00	1.230	$67,650.00	$33,825.00	$36,785	$42,468.28	($13,593.28)
Mary King	54	31	$50,000	$57,000.00	0.600	$30,000.00	$15,000.00	$36,785	$42,468.28	($468.28)
Total				$273,600.00			$87,925.00		$174,148.24	$11,526.76

Employee Retirement Incentive Plan Analysis
Year 2

Jane Smith			$72,100	$82,194.00			$21,119.00	$41,703	$50,045.70	$11,029.30
Bob Jones			$66,950	$77,327.25			$21,011.25	$37,889	$45,642.33	$10,673.67
Steve Taylor			$56,650	$65,430.75			$36,446.44	$37,889	$45,642.33	($16,658.02)
Mary King			$51,500	$58,710.00			$16,162.50	$37,889	$45,642.33	($3,094.83)
Total				$283,662.00			$94,739.19		$186,972.69	$1,950.12

	Contract Amount	Daily Rate	Sick Days	# of Days	Serv. Pay	T. Cost	Annual Savings
Jane Smith	$66,781	$362.94	189	50	$18,177.86	$1,893.87	$1,893.87
Bob Jones	$63,232	$343.65	190	50	$17,302.89	$1,802.71	$1,802.71
Steve Taylor	$55,641	$302.40	190	50	$15,225.68	$1,586.30	$1,586.30
Mary King	$51,598	$280.42	188	50	$13,970.72	$1,455.55	$1,455.55
			Total Severance		$64,677.14	$6,738.44	$6,738.44

Total Savings	**$13,476.88**
Total Severance	**$13,476.88**
Savings/ (Loss)	

ROSS ENTRY YEAR PROGRAM OUTLINE

I. Program Purpose

The purpose of the Ross Entry Year Program is to provide entry year teachers with a support system designed to help each entry year teacher have as successful an entry year as possible, and to increase the likelihood that the district will retain quality young professionals as members of the education profession.

The program will be delivered through the combination of the following elements:

--Establishing mentor/entry year teacher teams
--Targeted in-service opportunities for entry year teachers and mentors
--Orientation to school district policies, procedures, culture, and resources
--Planned Classroom observations by the entry year teacher's mentor
--Preparation for the Praxis III evaluation process

II. Program Components

A. Lead Mentor

1. Identification of the lead mentor:
   a. When the lead mentor position becomes vacant the position will be posted in all district buildings.
   b. Applications will be received, candidates interviewed, and the selection made by the superintendent or his/her designee.
   c. Once every three years the lead mentor position will be posted to allow other interested candidates to apply, but there is no expectation that the lead mentor position will be rotated.
2. Lead mentor qualifications
   a. Master's Degree
   b. Experience as a mentor or as a student teacher supervisor
   c. A minimum of five years of successful teaching experience
   d. Pathwise trained
   e. Strong organization skills
3. Lead mentor duties
   a. Serve as the main contact point for all district-wide communications
   b. Organize all in-service and program events
   c. Serve as a program resource for problem solving
   d. Serve as the leader of the evaluation and accountability elements of the program
   e. Provide orientation to the entry year teacher/mentor teams prior to the beginning of the school year if at all possible.
   f. Evaluate the current program and set direction for the subsequent year.
   g. Serve as a liaison with the building administrators.

h. Develop and implement an annual budget and spending plan in collaboration with the superintendent or his/her designee.
i. Schedule regular progress meetings with the mentors and entry year teachers.

B. Every entry year teacher will be assigned a mentor to form the entry year teacher/mentor team.

1. Eligibility of Mentors
   a. Mentors are to be trained in Pathwise process
   b. Mentors should have five years of successful teaching experience. If no teacher with five years of experience is available to serve as a mentor a teacher with a minimum of three years experience may serve in this role.
   c. Mentors shall have the ability to work with other professionals in a positive and productive manner.
2. Assignment of Mentors
   a. In the spring of each school year teachers eligible to serve as mentors will be asked to indicate their willingness to serve as mentors during the subsequent school year.
   b. Teachers not indicating an interest in serving as a mentor during the subsequent year may not be considered for a mentor position.
   c. The building principal or the appropriate program supervisor will make the final mentor assignments.
   d. Assignments will be made, to the extent possible, by taking into consideration the following:
      i. Teacher has indicated an interest in serving as a mentor
      ii. Teacher meets mentor qualifications
      iii. Teacher appears to be a good interpersonal match with the entry year teacher
   e. Assignments will be guided using the following priority categories:
      i. First Priority: Same building, grade level, and same content area
      ii. Second Priority: Same building and grade level
      iii. Third Priority: Same building and content area
      iv. Fourth Priority: Same building
      v. Fifth Priority: Same grade level, content area, different building
      vi. Sixth Priority: Same content area, different building
      vii. Seventh Priority Different building
3. Rotation of Mentor Assignments
   a. Mentor assignments will be rotated from year to year among qualified staff members.
   b. Rotation will occur within priority categories first, then move through the priority categories from first to seventh priority.

c. Within priority categories assignments will be made according to seniority.
d. The principal within a building may pass a member in rotation on a one-time basis with an explanation to the member giving the reasons for the pass.
e. No member shall be assigned an entry year teacher without that member's consent.
f. Assignments will always be made within the highest priority even when there is only a single eligible mentor available within that priority category.

4. Mentor Duties
   a. Serve as a professional resource for their assigned entry year teacher.
   b. Conduct observations as required and/or determined to be necessary.
   c. Meet with the entry year teacher on a weekly basis.
   d. Attend required in-service activities
   e. Consult with the lead mentor to discuss the progress of the entry year teacher and the team.
   f. Assist the entry year teacher to prepare for the Praxis III assessment process.

C. The district will provide a minimum of six formal in-service meetings each school year.
   1. If employment dates permit, the entry year teacher and mentor will meet at least one time prior to first day of school.
   2. All entry year teachers will participate in the district's "New Teacher Workshop."
   3. Mentors and entry year teachers will attend three scheduled in-service meetings scheduled throughout the school year. Meetings may include entry year teacher/mentor teams, mentors only, and/or entry year teachers only.
   4. In-service topics will be timely and relevant to entry year teacher and/or mentor needs.

D. A minimum of two classroom observations will be conducted during the first semester of the school year.
   1. If possible, the first observation should precede the first administrative evaluation.
   2. One or more observations may be scheduled during the second semester of the school year if deemed necessary by the mentor or the entry year teacher.

E. Weekly contacts shall occur between the entry year teacher and the mentor.

F. An exit conference or debriefing meeting shall be held at the end of each school year to evaluate the quality of the year's program and to make recommendations for future programs. Both mentors and entry year teachers will be asked to participate in this assessment process.

G. Substitute teachers will be provided for observations and post-observation conferences up to the equivalent of 1.5 substitute days per year per entry year teacher/mentor team in aggregate. Where an entry year teacher/mentor team feels a need to go beyond 1.5 substitute days per year the lead mentor and principal should be consulted and approval secured accordingly.

H. Pathwise training will be made available for interested staff members on a yearly basis and refresher training will be offered to practicing mentors if a need for such is determined.

III. Requirements to participate in the entry year program as an entry year teacher

A. The entry year teacher must be fully licensed under Ohio Licensure Statute.
B. The entry year teacher must be in his/her first year of teaching.
C. The entry year teacher must participate in the program for a minimum of 120 days.
D. A second year teacher must participate in the entry year teacher program if that teacher did not successfully complete the district and/or state entry year programs.
E. An out-of-state teacher in his or her first two years of teaching who did not complete an entry year program may be required to complete the Ross Entry Year Program if the supervising administrator deems such participation is necessary and/or beneficial.
F. The lead mentor/principal/and superintendent may determine that mentor services are appropriate for a teacher who otherwise would not be eligible for the entry year program under state guidelines.

IV. Confidentiality

A. The entry year program is not intended to be a part of the evaluation process nor is it an administrative function.
B. Interactions between the entry year teacher and the mentor are confidential and should not go beyond the mentor, the entry year teacher and/or the lead mentor.

V. Accountability

A. The entry year teacher will be required to maintain an activity log.
   1. Dates of entry year teacher/mentor contacts and topics discussed
   2. Observation dates
   3. Record of meetings attended throughout the year

B. The entry year teacher will maintain a professional portfolio that will be reviewed by the lead mentor prior to the end of the school year. The portfolio should include, but not be limited to:
   1. A copy of the activity log
   2. Copies of observation reports (Pathwise form)
   3. Agendas and notes from in-service activities attended
   4. A copy of the entry year teacher's IPDP
   5. A list of all in-service activities attended by the entry year teacher
   6. An evaluation and/or reflection of the entry year teachers first year of experience.

VI. Conflict Resolution

A. What happens when the team does not work?
   1. Either the entry year teacher or the mentor is free to schedule a meeting with the lead mentor.
   2. Lead mentor works with entry year teacher and/or mentor to problem solve the situation.
   3. Lead mentor may contact administrator to discuss general concerns, not specifics, and consider solutions.
   4. With agreement of all parties, form a new team. If agreement is not unanimous the superintendent or his/her designee will consult with the lead mentor to determine final action.

B. What happens when students are being hurt?
   1. The mentor or entry year teacher should go to lead mentor as soon as possible.
   2. The lead mentor will lead a problem solving session to resolve the issue.
   3. If students can't be protected the lead mentor should contact the building principal and alert the principal to the problem.
   4. The principal should take over the problem solving process and initiate appropriate administrative actions.
   5. Continue entry year teacher/mentor team activities (if possible).

VII. Budget and Stipends (Assuming 10 Teams)

A. Stipends and Program Budget

1.	Lead Mentor	$1,000.00
2.	Mentor	$800.00
3.	Substitutes	$174.00 (1.5 substitutes/team)
4.	Materials	$150.00 (including refreshments for meetings)
5.	Consultants	$50.00
	Total Cost/Team	$1,274.00

B. Stipends will be awarded once per year in a single check. Checks will be issued no later than the first full week in May, provided all EYT funding has

been received by the district for the current fiscal year and all required paperwork has been submitted by the EYT Lead Mentor.

MEMORANDUM OF UNDERSTANDING
MORGAN STUDENT TEACHERS

1. Section 7.16 of the Collective Bargaining Agreement between the Ross Education Association and the Ross Board of Education refers to compensation to the classroom teacher for the "supervision of student teachers." It is understood that supervision in this contract refers to the traditional student teacher/cooperating teacher relationship and refers to the distribution of fee certificated directly to teachers.

2. Miami University will pay $600.00 per student teacher group (one student teacher, two method students, and five observers) directly to the school district. This payment will be distributed to members of the Morgan staff who interact with the student teacher group and will be paid to the Morgan teachers in recognition of project planning and activities that require the commitment of staff time beyond the regular contracted work day.

3. The specific criteria and method for distribution of funds will be determined by the participating members of the Morgan staff and administration. Where questions regarding this distribution cannot be resolved, a committee will be convened to seek resolution to the question. That committee will include representation from the district and Morgan administrative staff, the Morgan teaching staff, REA, and Miami University.

4. It is understood that the training seminar required to qualify as a cooperating teacher will be a requirement for serving as a "cooperating teacher" at Morgan Elementary School and will not apply to any teacher serving as a cooperating teacher in any other district building. With this exception the "rotation" requirement outlined in the contract will continue to apply.

5. Participation in this project is voluntary. Participation or non-participation shall not be used as a factor in the evaluation of the teachers at Morgan Elementary School.

6. It is agreed that this memorandum of understanding sets no precedent, will remain in effect during the life of the current contract and will expire at the same time as said contract. It is further understood that, if Miami University withdraws from this partnership with Morgan Elementary School, the language contained herein will revert back to the contract language contained in the contract that was in effect at the time Miami University dissolves this relationship.

7. The parties also agree that this Memorandum will continue in effect for the life of the successor contract (effective 9/1/97) under the same terms as paragraph six (6) above.

ROSS BOARD OF EDUCATION

BY _____
Date above signed: _____

ROSS EDUCATION ASSOCIATION

BY _____
Date above signed: _____

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into this 24th day of January, 2008, by and between the Board of Education of the Ross Local School District, Butler County, Ohio, hereinafter referred to as the "Board," and the Ross Education Association, Butler County, Ohio, hereinafter referred to as the "Association."

WHEREAS the Board and the Association have executed a Collective Bargaining Agreement effective from September 1, 2007, to August 31, 2010, hereinafter the "Agreement" and;

NOW THEREFORE be it resolved that the Board of Education agrees that no adverse employment action will be taken against any employee of the Ross Local School District for any union activities engaged in by the employee during and in connection with the negotiations between the Ross Education Association and the Board of Education for a collective bargaining agreement to succeed the Collective Bargaining Agreement between the parties expiring August 31, 2007.

All other provisions of the Collective Bargaining Agreement currently in effect between the parties hereto not altered by this Memorandum of Understanding shall remain in full force and effect for the term of the Collective Bargaining Agreement and no other agreements shall serve to alter the provisions of the Collective Bargaining Agreement unless agreed to, in writing, between the parties hereto.

For the Board	**For the Association**
_____	_____
Superintendent date	President date

MEMORANDUM OF UNDERSTANDING
May 23, 2011

This Memorandum of Understanding between the Ross Local School District Board of Education and the Ross Education Association is intended to clarify their intent regarding provisions of the collective bargaining agreement in effect between the parties for the period of June 1, 2011 through August 31, 2013. This Memorandum of Understanding will be effective beginning September 1, 2011.

The parties agree that the starting and ending times of the teacher day and of the student day at Elda Elementary School as defined in 7.19.2 be changed to:

	Start	Dismiss
Teacher Day	8:20 a.m.	3:50 p.m.
Student day	9:15 a.m.	3:45 p.m.

It is further understood and agreed that the changes represented in this Memorandum of Understanding shall continue in effect through the end of the successor contract and no modification to the same will be made without the mutual consent of both the Board and the Association.

ROSS BOARD OF EDUCATION

By /s/ Greg Young

Date 5/23/11

ROSS EDUCATION ASSOCIATION

By /s/ William T. Buelsing

Date 5/23/11

ARTICLE XI - DURATION OF AGREEMENT

This agreement shall become effective the 1st day of June, 2011, and shall terminate on the 31st day of August, 2013.

11-MED-03-0519
0224-01
K28645
02/14/2013

This agreement is entered into by and between the parties of the

ROSS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

By _____ 5/23/11
Board President Date

ROSS EDUCATION ASSOCIATION

By William Thuesing 5/23/11
President Date