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NEGOTIATED AGREEMENT

between the

REYNOLDSBURG CITY SCHOOL DISTRICT BOARD OF EDUCATION

and the

REYNOLDSBURG EDUCATION ASSOCIATION

August 1, 2011, through July 31, 2014

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ARTICLE I – RECOGNITION

The Reynoldsburg City School District Board of Education, hereinafter referred to as the "Board," recognizes the Reynoldsburg Education Association/ Central/OEA/NEA, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative for all teachers of the District. For the purposes of this Agreement, the term "teacher" shall mean the certificated teaching employees of the District including all full-time classroom teachers, regular part-time classroom teachers, tutors, long-term substitutes (teachers who work sixty (60) or more consecutive days in the same position) and nurses and shall expressly exclude administrative and supervisory personnel, psychologists, casual substitute teachers, auxiliary service personnel, and casual teachers paid on an hourly basis. For the purpose of this Article, administrative and supervisory personnel shall be as defined in Ohio Revised Code §§4117.01(F) and 4117.01(K). The term of this recognition shall be as provided by Ohio Revised Code Chapter 4117. Throughout this Agreement, the term "employee" or "teacher" shall be defined as a member of the recognized bargaining unit described herein.

ARTICLE II – NEGOTIATIONS PROCEDURE

A. Procedure

Either the Association or the Board may initiate negotiations by a Notice to Negotiate forwarded to the other party no earlier than ninety (90) days and no later than sixty (60) days prior to the expiration of the Agreement. Within ten (10) calendar days of transmittal of said notice or at a mutually agreed upon time, the parties shall hold their first negotiation session. The first negotiation session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary. At any negotiation session either party may be represented by no more than six (6) representatives, including consultants. Neither party shall have control over the selection of the bargaining representatives of the other party.

B. Scope of Bargaining

The Board and the Association agree that the subjects of bargaining include wages, hours, and terms, and other conditions of employment, and the continuation, modification or deletion of an existing provision of the Negotiated Agreement between the parties.

C. Dispute Settlement Procedure

1. If, after forty-five (45) calendar days prior to the expiration of the Agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

2. This dispute resolution procedure is mutually agreed to by the parties under Ohio Revised Code §4117.14(C)(1)(f) and is intended to supersede the procedures contained in Ohio Revised Code §4117.14.

3. The mediation period shall be thirty (30) calendar days from the day the initial mediation session is held. The mediation period may be extended beyond the thirty (30) days by mutual agreement of the parties.

4. Both parties agree that this procedure is the final step in this dispute resolution procedure.

D. Agreement

When final agreement is reached through negotiations, the outcome shall be reduced to writing, and within a reasonable time, shall be submitted to the Association for ratification. Following ratification by the Association, the Agreement shall, within a reasonable time, be submitted to the Board for adoption. Upon official adoption by the Board, the Agreement shall be signed by both parties.

E. Provisions of the expiring Agreement which are not contained on the negotiations agenda shall become a part of the successor Agreement and shall contain an effective date the same as that of the successor Agreement.

F. Waiver of Negotiations

Neither the Association nor the Board waive any rights to bargain or refuse to bargain during the term of any Agreement with respect to wages, hours, terms and other conditions of employment except as may be expressly limited by Chapter 4117 of the Revised Code.

ARTICLE III – GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at each given level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement as hereinafter provided.

B. Definitions

1. "Grievance" is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of the written Agreement entered into between the Board and the Association.

2. "Grievant" shall mean a person or group of persons, or the Association, as specified in O.R.C. §4117.08(C) alleging that some violation, misinterpretation or misapplication has actually occurred.

3. "Days" shall mean Mondays through Fridays, exclusive of weekends and holidays, unless identified specifically otherwise.

C. Rights of Grievant and Association

1. A grievant may appear on his/her own behalf or may be represented at any formal steps of the grievance procedure by the Association, by counsel, or by any other person of his/her choice, except that he/she may not be represented by any agent of any organization other than the Association.

2. The Association shall receive notice of each meeting held to resolve the grievance and shall be given a copy of the recommended disposition of such grievance at each step. Such written notice and disposition shall be made at the same time and in the same manner as such notice or disposition is required to be sent to the grievant.

3. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment or promotion process; nor shall such fact be used in any recommendation for re-employment or other employment; nor shall the grievant, the Association or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure.

D. Steps of the Grievance Procedure

1. Step I – Informal

If a teacher believes there is a basis for a grievance, he/she must first discuss the matter with his/her principal in an effort to resolve the problem informally. A written grievance may be submitted directly to the Administrator who has the authority to resolve such grievance and the processing of such grievance shall commence either at Step II or Step III.

2. Step II – Formal

If the grievance is not resolved within five (5) days of such informal meeting, the grievant may present a formal claim by submitting a completed grievance report form, Step II, in triplicate, which form is set forth in Appendix A. Copies of this completed form shall be submitted by the teacher to the Association representative, the Superintendent, and the principal. Within five (5) days of receipt of the grievance report form, the principal shall meet with the teacher and/or the Association representative in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the appropriate portion of grievance report form and returning it to the teacher. The Association and the Superintendent shall both be notified in writing as to such disposition of the grievance by the principal.

3. Step III – Formal

If the teacher is not satisfied with the disposition of the grievance in Step II, or if no disposition has been made within the above time limits, the grievant and/or the Association shall complete the grievance report form, Step III, and submit the grievance to the Superintendent within ten (10) days of receipt of disposition, with copies of same given to the principal and the Association representative. Within five (5) days of receipt of the form, the Superintendent or his/her designated representative shall meet with the grievant and/or the Association representative. Within five (5) days of this meeting, the Superintendent shall indicate in writing the disposition of the grievance by completing the appropriate portion of the grievance report form and forwarding it to the teacher. The Association and the principal shall be notified in writing of said disposition by the Superintendent.

4. Step IV – Formal

a. If the grievant is not satisfied with the disposition made by the Superintendent, or if no disposition has been made within the above-stated time limits, the grievant and/or the Association shall complete the grievance report form, Step IV, within ten (10) days and submit the grievance to the Board by filing a copy with the Treasurer of the Board. Notification of such appeal shall be given to the Superintendent, the principal and the Association by the grievant.

b. The Board, at its next regularly scheduled meeting, or within two (2) weeks of the filing of the appeal, whichever is later, shall meet with the aggrieved teacher and/or the Association representative and the Superintendent or his/her designee to review such grievance in executive session, or give such other consideration as it shall deem appropriate.

c. The disposition by the Board shall be made by completing the grievance report form, Step IV, within seven (7) days of the meeting. A written notification of such disposition shall be furnished to the grievant, the Association, the principal and the Superintendent by the Board.

5. Step V – Formal

a. If either the Association or the grievant is not satisfied with the disposition of the grievance by the Board or if no disposition has been received within the period provided above in Step IV, the grievant and/or the Association may refer said grievance to arbitration by completion of the grievance report form, Step V, and filing same with the Treasurer of the Board within fifteen (15) days from the receipt of the disposition of the Board. The arbitrator shall be selected from a list provided by the American Arbitration Association (AAA) in accordance with the alternate strike method. Either party has the right to request a second list. The arbitrator shall strictly limit the decision to the application and interpretation of the subject matter and applicable contract provisions cited in the grievance.

b. The decisions and awards made by the arbitrator shall be submitted to the Board, the Association, the grievant, the Superintendent and the principal and shall be final and binding on all parties.

c. The cost of the arbitrator shall be shared equally by the Association and the Board; however, if the grievant files for arbitration without the concurrence of the Association, the grievant shall share equally such expense with the Board.

E. Miscellaneous

1. The failure of a grievant to file a grievance or to appeal any decision to the next step within the time set forth shall constitute a waiver of the right to file or of the right to further appeal, and a final disposition of the grievance may be made on the basis of the last decision given.

2. The failure of any agent of the Board to forward a grievance to the next step or to render a timely decision shall constitute a waiver of the right to retain any authority over the forwarding of the grievance to the next step or to arbitration.

3. Any formal grievance shall be filed within thirty (30) days from the date of occurrence of the act or omission which gave rise to the grievance or said grievance shall be waived and deemed no longer to exist.

4. The parties may mutually agree to waive any of the time limitations established in this procedure.

ARTICLE IV – LEAVE PROVISIONS

A. Sick Leave

1. School employees will be granted sick leave at the rate of one and one-fourth (1¼) days per month in accordance with Ohio law.

2. Sick leave may be accumulated up to a maximum of two hundred forty-eight (248) days.

3. Teachers may be advanced ten (10) sick leave days if requested, provided that all accumulated sick leave has been exhausted.

4. In all cases where an advancement of sick leave days has been granted, a deduction for all unearned sick leave days used shall be made from the final pay of the individual for that contract year if the individual resigns by July 10. If the individual stays employed by the district, the advanced days will be paid back no later than the end of the calendar year. Advanced days will be paid back by deducting days as the employee earns them. The employee shall be responsible for paying the unpaid balance to the district at the end of the calendar year.

5. Sick leave may be used for:

   a. Personal Illness

      (1) Illness, injury, exposure to a contagious disease which could be communicated to others, incapacitation due to physical and mental condition, and pregnancy disability.

      (2) For the purpose of this provision, disability is the period during which the employee is not physically and/or mentally capable of performing all the duties and functions of his/her position. The beginning date of disability and the termination of disability shall be established by written statement of the employee's doctor. Verification of continuing disability may be required by the Superintendent, at Board expense, upon written notice to the employee.

   b. Illness or Injury in Employee's Immediate Family -- Immediate family is defined for this purpose as including parents, sister, brother, husband, wife, son, daughter and such other persons who live with the employee as a member of the household. A maximum of six (6) days may be used for illness or injury to persons who by reason of special circumstances stands in the place of the above-enumerated individuals.

c. Death in the Employee's Immediate Family

(1) An employee shall be allowed six (6) days of absence utilizing sick leave credit for death in the employee's immediate family. Immediate family is defined for this purpose as parents, parent-in-law, sister, sister-in-law, daughter, daughter-in-law, grandparents, son, son-in-law, husband, brother, brother-in-law, wife, and such other persons who, by reason of special circumstances, stand in the place of the above-enumerated individuals.

(2) Additional days shall be granted by the Superintendent in cases where excessive travel or special circumstances seem to warrant additional days.

6. Deduction of sick leave due to use will be in half-day increments. Deduction of sick leave shall not be made for those days when schools are closed and teachers are excused from performance of their duties by the Superintendent or designated representative.

7. Report of Absence

All staff must contact their Principal or designee and also submit an absence on AESOP. In all absences, a report of absence must be submitted on AESOP, in accordance with sick leave policy. AESOP access may not be restricted or denied to any employee unless first contacted by the Principal or designee.

8. Reporting of Sick Leave Accumulation

Unused accumulation of sick leave days shall be reported to each teacher by the Treasurer of the Board on the stub of each paycheck.

B. Long Term, Unpaid Professional Leave

1. Upon the written request of a full-time employee, the Board may grant an unpaid leave of absence for a period of not more than two (2) school years for educational, professional, or other purposes that would benefit the employee and the District. Upon the return to service of the employee at the expiration of a leave of absence, the employee shall resume the contract status which the employee held prior to such leave.

2. For the purposes of this procedure, the following conditions are necessary:

a. The applicant must submit a request for leave of absence, with the reason, to the Superintendent sixty (60) days prior to the beginning date of the leave of absence or as early as possible.

b. After the Superintendent's review and approval of the request, the request will be forwarded to the Board for their consideration.

c. The employee shall not be paid during such leave of absence.

d. The employee must notify the Superintendent by certified mail at least sixty (60) days prior to the conclusion of the leave if the employee plans to return to work. If the employee fails to notify the Board sixty (60) days prior to the conclusion of the leave, the Superintendent will notify the employee by certified mail of the employee's notification requirements. Failure of the employee to respond within fourteen (14) calendar days after receipt of the Superintendent's notification will be construed as a constructive resignation from the District.

e. The employee would not receive Board-paid fringe benefits, including the Board-paid STRS retirement contribution, as a result of the leave of absence. The employee could continue any fringe benefits through the Board, provided he/she pays all costs of the benefit program.

C. Personal Business Leave

1. Employees shall be granted up to three (3) personal business leave days per school year which shall not be charged to sick leave.

2. Requests for personal business leave shall be submitted through AESOP two (2) or more days prior to the intended absence. All staff must contact their Principal or designee in addition to submitting an absence on AESOP. If unusual circumstances make it impossible to submit the request two (2) or more days in advance, the request must be made orally, in person, or by telephone.

3. Teachers who have not used any personal business leave in any one (1) school year may carry one (1) day of personal business leave to the succeeding school year to a maximum of five (5) days.

4. Personal business leave is for personal business which cannot be conducted at a time other than the regular school day, and cannot be used for leisure activities, shopping, recreational activities, or to work another job, including self-employment.

5. Personal business leave may not be used on the first or last weeks of school, nor on the day before or after a holiday, vacation day, or inservice day, unless an exception is granted in writing by the Superintendent. During May, only one (1) personal day may be used unless additional days are granted by the Superintendent.

6. Employees need not give a specific reason for the use of personal business leave but must certify that the leave will not be used for a restricted purpose.

7. The Superintendent may grant additional personal business leave for religious or other justifiable purposes. Employees who intend to use personal business leave for religious purposes shall notify the Superintendent in writing prior to the use of the leave.

D. Loyalty Award

In the year of the 15th, 20th, 25th and 30th anniversaries of employment in the District, employees shall receive One Hundred Dollars ($100.00).

E. Maternity/Paternity, Child Care and Adoption Leave

1. An employee planning to request a leave of absence under one of the options in this section shall notify the building principal and Superintendent of leave ninety (90) days prior to the expected delivery date. Such notification shall be in writing and accompanied with a statement from the doctor indicating the expected delivery date. The employee should select one (1) of the options listed in section 3 below provided at the time of the notification or as soon thereafter as possible.

2. Employees will not receive Board-paid fringe benefits during the unpaid portion of the leave of absence; however, an employee could continue any fringe benefits through the Board, provided he/she pays all costs of the benefit program.

3. This policy is designated to provide employees with some options to be chosen to cover absence due to pregnancy or adoption. These provisions apply to all regular employees employed under contract by the Board. Options a, b and c offer various absence and leave options for employees who wish to return to duty after delivery or adoption. The three (3) basic options are as follows:

   a. A leave of absence without pay not to exceed that current school year. The employee will designate the time period.

   b. Absence during the period of disability up to six (6) weeks after the birth with the utilization of sick leave with pay, followed by a leave of absence without pay not to exceed that current school year.

   c. Absence only during the period of disability up to six (6) weeks after the birth with the utilization of sick leave during such disability, then returning to work.

4. Employees have the right to return to the same position upon the conclusion of the leave.

5. Employees returning to work within six (6) weeks after a birth must have written approval from their physician submitted to the Administration.

6. Paid paternity leave will be for a maximum of fifteen (15) days after the birth or adoption of a child.

F. Unpaid Disability Leave of Absence

1. Upon a written request from a full-time employee, the Board shall grant an unpaid disability leave of absence for a period of not more than one (1) school year or for the remaining period of the current school year.

2. For the purpose of this policy, disability is the period during which the employee is not physically and/or mentally capable of performing the necessary duties and functions of his/her position. The beginning date of disability and the termination of disability shall be established by written statement of the employee's doctor.

3. Upon the return to service of the employee at the expiration of the leave of absence, the employee shall resume the contract status which the employee held prior to such leave.

4. The employee would not earn pay or sick leave during the period of disability leave of absence.

5. The employee would receive all Board fringe benefits during the period of disability leave of absence.

G. Military Leave

1. In accordance with §3319.14 of the Ohio Revised Code, a military leave of absence shall be granted to any regular contract teacher who shall be inducted or called to active duty, or who enlists or volunteers for military duty with any branch of the armed forces of the United States.

2. Any teacher whose teaching service in the District has been interrupted by active duty in the armed forces shall be re-employed in accordance with the provisions of Ohio Revised Code §3319.14.

3. Both parties agree to abide by Ohio Revised Code §5923.05.

H. Assault Leave

1. Any employee who is unable to perform his/her contract duties because of injury or illness caused by a physical assault while he/she is in the course of employment shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave in accordance with the terms and conditions provided herein.

2. To be eligible for assault leave, the certificated employee shall apply for Workers' Compensation. If Workers' Compensation benefits are paid, the Board shall pay to said employee the difference between the benefits received from Workers' Compensation and the employee's regular salary.

3. For those days that compensation is made to the injured employee by the Bureau of Workers' Compensation, there shall be no deduction from the accumulated sick leave of the employee.

4. If Workers' Compensation benefits are denied because such injury was not received in the course of and arising out of the injured employee's employment, the assault leave provided hereunder shall be denied. If such Workers' Compensation benefits are denied because the injured employee did not meet the qualifying period of injury, the assault leave provided herein shall be paid in accordance with these provisions.

5. Assault leave as provided herein shall not exceed more than thirty (30) days, and it shall terminate at such time Workers' Compensation benefits are terminated, whichever occurs first.

6. The employee shall be required to provide a physician's statement describing the nature of the disability and its duration.

7. Upon the exhaustion of paid assault leave of thirty (30) days, he/she shall be eligible for a disability leave of absence in accordance with the provisions of Article IV, Section F, of this Agreement.

I. Professional Leave

1. An employee interested in using professional leave shall create the absence on AESOP. All staff must contact their Principal, in addition to submitting any absence on AESOP.

2. Upon an employee making a request for professional leave, the Principal shall within five (5) school days approve or deny the professional leave request.

3. If the Principal fails to respond to the request within five (5) school days, the request will be submitted by the teacher to the Superintendent who shall approve or deny the professional leave request.

4. If professional leave is denied, the employee shall be provided with the reason(s) in writing within five (5) school days of the denial.

5. Upon return from professional leave, the Principal shall meet within (5) school days with the teacher to discuss the professional development experience.

J. Jury Duty/Mandatory Court Appearances Leave

1. Due to the course of employment, any employee who is not a party in interest against the Board served with a subpoena issued by any state or federal court and resulting in involuntary absence from school will be paid his/her salary minus any remuneration received. The Board shall grant allowance for actual and necessary expenses incurred for appearing in court. Expenses shall include mileage, at the IRS rate, parking fees and one (1) meal per day commensurate with current Board Policy.

2. Jury Duty

   Any employee who has served on jury duty shall be paid his/her salary less the remuneration for serving as a juror for each working day served as a juror.

3. An employee shall not be required to use emergency leave for Items 1. and 2.

4. The provisions of Section J. shall not be applicable if such teacher or any agent, person, association, or other body on behalf of such teacher is the plaintiff in any cause of action against the Board or its members, employees or agents is/are party or parties defendant to such suit except such leave shall be allowed for employees who are subpoenaed to appear and who actually appear as a party or witness at a SERB hearing.

K. Sabbatical Leave

1. An employee who submits a written application for sabbatical leave to the Superintendent, not later than April 1 of any school year, will have said leave request submitted to the Board for its consideration within sixty (60) days after the Superintendent receives the request. Employees will be notified within a reasonable time after Board consideration of the disposition of the request.

2. In order to be eligible for a sabbatical leave, an employee must have been employed in the Reynoldsburg District for at least five (5) years, unless said requirement is waived by the Board.

3. Employees requesting such leaves must accompany their applications with detailed plans for the proposed use of their sabbatical leaves including a request for compensation, if any. Compensation shall be the difference between the substitute's pay and teacher's expected salary.

4. As a precondition to being granted a sabbatical leave, an employee must agree to teach in the Reynoldsburg City Schools for a period of one (1) year upon returning from leave unless this requirement is waived by the Board. Failure to do so will require the unit member to refund to the Board all payments received from the Board during the leave.

5. All such sabbatical leave shall be granted in conformity to the provisions of O.R.C. §3319.131 and/or this Agreement.

6. Within ninety (90) days after the expiration of his/her leave, the unit member will make a written report to the Superintendent detailing the use which was made of his/her leave. If the leave was granted for graduate study, the unit member will present to the Superintendent a transcript from the university or college attended.

L. Family and Medical Leave Act

The Board will comply with benefits for employees provided under the Federal Family and Medical Leave Act.

ARTICLE V – CONTRACT PROVISIONS

A. Issuance of Contracts/Resignations

Any teacher employed under a limited contract is deemed re-employed unless the Board gives such teacher written notice of its intention to nonrenew him/her on or before April 30 of the year of expiration of the limited contract, except as prescribed in Article V(F)(1) of this Agreement. A teacher re-employed is to return their signed contract on or before July 1. Any teacher who has a contract for the ensuing school year is permitted to resign provided written notification of intention to do so is received by the Board on or before July 10.

B. Regular Teaching Contracts

1. A written teaching contract and/or salary notice will be issued to any employed or re-employed teachers on or before June 30.

2. All regular teaching contracts will contain the type of contract, the school year the contract covers, and the employee's name.

3. All salary notices will contain the employee's name, the annual salary to be paid, the years of experience for placement on the salary schedule, the level of training, and the school assignment and subject assignment.

C. Supplemental Contracts

1. Supplemental contracts shall be for a term of one (1) year, and notwithstanding §3319.11 of the Ohio Revised Code, shall not be automatically extended.

2. The Board will issue a supplemental contract to all qualified teachers who have been offered and have accepted responsibilities that call for additional compensation pursuant to the Board-adopted supplemental salary schedule. The supplemental contract will include the name of the teacher, a brief description of the duties, and the amount of compensation.

3. No teacher agreeing to perform supplemental duties as a condition of employment as a regular teacher shall resign from such supplemental duties until such teacher has served for one (1) years under such supplemental contract(s).

D. Sequence of Contracts

1. The Board, when issuing limited and continuing regular teaching contracts, shall act in accordance with the following sequence:

   a. First year -- one (1) year limited contract.

   b. Second year -- one (1) year limited contract.

   c. Third year -- one (1) year limited contract.

   d. Fourth year -- two (2) year limited contract.

   e. Sixth year and subsequent years (unless eligible for a continuing contract) -- three (3) year limited contract.

2. A teacher eligible for a multi-year limited contract may be granted a probationary one (1) year limited contract provided such teacher is notified on or before April 30 of the Superintendent's intention to recommend such one (1) year limited contract with written reasons directed at the professional improvement of the teacher as identified by the evaluation process. No teacher may be granted more than one (1) such probationary one (1) year limited contract.

3. Upon expiration of the one (1) year probationary contract as specified above, if renewed, the teacher will return to the appropriate place in the sequence as identified in D(1) above.

4. A teacher, who becomes eligible for a continuing contract during the term of a limited contract, shall upon written request to the Superintendent be reviewed for continuing contract status. If the Board determines not to award a continuing contract or the teacher does not request early consideration, such teacher shall then be considered for a continuing contract prior to the expiration of the limited contracts pursuant to Section E(1) below.

E. Continuing Contracts

1. The Board will abide by the statutory provisions regarding the issuance of continuing contracts, except that the parties agree that any teacher who does not inform the Administration in writing on or before October 15 that he/she will be eligible for a continuing contract during the school year shall have his/her continuing contract consideration deferred until April of the following school year. Also, no teacher shall be deemed eligible for a continuing contract unless such teacher has on file with the Superintendent, on or before February 1, such teacher's professional, permanent or life certificate/license, required transcripts.

2. A continuing contract issued during the term of an unexpired limited contract will nullify and void the limited contract on the date the continuing contract becomes effective. Nothing herein shall be construed to require the granting of the continuing contract during the term of a limited contract.

F. Nonrenewal of Limited Teaching Contracts

1. Nonrenewal of limited teaching contracts for probationary employees who have been employed for three (3) years or less and who were employed by the Board after October 1, 1995

   a. On or before May 15, limited contract teachers who have been employed for three (3) or fewer years, and who were employed by the Board after October 1, 1995, shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year.

   b. This nonrenewal procedure for teachers who have been employed for three (3) or fewer years supersedes all provisions of O.R.C. §3319.11 and O.R.C. §3319.111, and such teachers shall have no right to challenge said nonrenewal pursuant to O.R.C. §3319.11 or 3319.111.

2. Nonrenewal of limited teaching contracts for employees who have been employed for more than three (3) years or who were employed on or before October 1, 1995

   a. Any member of the bargaining unit employed under a limited contract for more than three (3) years or who were employed on or before October 1, 1995, and whose regular teaching contract the Board intends not to renew shall be notified in writing on or before April 30 of the Board's intention not to re-employ the teacher. Prior to Board action on a teacher's contract, the Superintendent shall make a recommendation to the Board with respect to the renewal or nonrenewal of the teacher's contract.

   b. If evaluation procedures have not been complied with pursuant to Article VI of this Agreement, or the Board does not give the teacher written notice on or before April 30, the teacher is deemed re-employed pursuant to the provision of Ohio Revised Code §3319.11.

c. Extended limited contracts in lieu of regular limited contracts may be granted by the Board in accordance with Ohio Revised Code §3319.11.

d. Any teacher receiving written notice of the intention of the Board not to re-employ him/her for the next school year may, within ten (10) calendar days of the date on which he/she received the nonrenewal notice, file with the Treasurer of the Board a written demand for a written statement describing the circumstances that led to the Board's intention not to employ the teacher.

e. The Treasurer of the Board, on behalf of the Board, shall within ten (10) calendar days of the date on which he/she received the written demand for a written statement, provide the teacher with a written statement describing the circumstances that led to the Board's intention not to re-employ the teacher.

f. Within five (5) calendar days of the date the teacher receives the written statement described in paragraph (e) above, the teacher may file with the Treasurer of the Board a written demand for a hearing before the Board.

g. Board Hearing

(1) The Treasurer of the Board, on behalf of the Board and within ten (10) calendar days of the date on which he/she receives a written demand for a hearing described in paragraph (f) above, shall provide to the teacher a written notice setting forth the date, time and place of the hearing.

(2) The hearing shall be scheduled and concluded within forty (40) days of the date on which the Treasurer of the Board receives a written demand for a hearing pursuant to paragraph (f) above.

(3) The hearing shall be conducted by a majority of the members of the Board and held in executive session unless the Board and teacher mutually agree to hold the hearing in public.

(4) The Superintendent, Assistant Superintendent, teacher and any person designated by either party to take a record of the hearing may be present at the hearing.

(5) The Board may be represented by counsel and the teacher may be represented by counsel or designee at the hearing.

(6) A record of the hearing may be taken by either party at the expense of the party taking the record.

(7) Within ten (10) calendar days of the conclusion of the hearing, the Board shall issue to the teacher a written decision containing an order affirming or vacating the intention of the Board not to re-employ the teacher. If the Board decision is to vacate its intention not to re-employ the teacher, any record of the intention, notice of the intention, and hearing record shall be expunged.

h. Any decision by the Board not to re-employ a limited contract teacher shall be based solely upon the teacher's evaluation and other information relevant to classroom performance. If no other information relevant to the teacher's performance is present, then the nonrenewal will be based solely on the teacher's evaluation.

i. After an employee has worked for eight (8) years in the District, nonrenewal shall only occur for just cause.

j. A teacher may appeal an order affirming the Board's intention not to re-employ the teacher to the court of common pleas pursuant to O.R.C. §3319.11. The Board and Association agree that the provisions of Article V(F) -- Nonrenewal of Limited Teaching Contracts may only be challenged through actions in the courts. No member of the bargaining unit shall have the right to appeal an alleged violation, misapplication or misinterpretation of Article V(F) through the negotiated grievance procedure. The court shall have the jurisdiction at law and equity as provided by law and shall have the authority to base its decision on procedural due process procedures contained O.R.C. §3319.11 as well as breach of contract claims Article V, Section F, paragraphs (h) and (i) of this Agreement and shall have the power to order the full range of legal remedies available to the court under Ohio law.

k. Except as specifically modified by this provision, it is the intent of the parties that all rights prescribed in O.R.C. 3319.11 shall remain in full force and effect.

G. Reduction in Force/Layoff of Employees

1. Reduction in Force (RIF)

When by reasons of declining student enrollment, program changes, revisions or reductions, program elimination, course offering changes and selections, budgetary constraints and/or for other reasons set forth in O.R.C. §3319.17, the Board determines that it will be necessary to reduce the number of employees, it may make a reasonable reduction in each teaching field as prescribed by law. In making such reduction, normal attrition, all retirements and voluntary resignations will be the first group of certified personnel to effect a RIF program. If further reduction is required, then the Administration or Board will notify the teaching staff of its need to make a reasonable reduction of staff no less than thirty (30) days prior to such reduction.

2. Layoffs

Upon notification of the intent to lay off employees as provided in section 1. above, a Reduction in Force (RIF) list shall be prepared on which all employees shall be listed by seniority and all areas of certification. Seniority and areas of certification shall be determined as set forth in section 3. below. Such RIF list shall be posted on all staff bulletin boards and in the Administration office of each building and given to each building representative of the Association. Any challenge to the accuracy of such list shall be the responsibility of the individual teacher. Such challenges shall be filed in writing with the Superintendent within ten (10) days of such posting. A seniority list shall be prepared and distributed to each building for posting in August of each year.

3. Criteria

Criteria for placement on the RIF list shall be as follows:

a. Seniority and areas of certification will be the sole criteria used in the placement of teachers on the RIF list.

b. Teachers on continuing contracts have seniority over all employees on limited contracts.

c. Teachers who have more than one (1) valid teacher certificate issued by the Ohio Department of Education shall be placed on the RIF list in order of seniority in each area of certification.

d. A "teaching field" shall be defined as that grade level and/or subject area(s) that is authorized to be taught (or professional services rendered) within the certification issued by the Ohio Department of Education and held by the individual teacher.

e. Seniority shall be computed from the employee's earliest date of hire immediately preceding the current term of continuous employment in the District. Seniority shall have continued to accrue during all paid leaves of absence. Seniority shall not be broken by approved leaves or by a disability leave of absence.

f. Any employee whose contract is to be suspended pursuant to this Article shall be notified in writing no less than twenty (20) days prior to the date of the intended suspension.

g. Ties in seniority shall be broken by:

(1) For bargaining unit members hired prior to December 31, 1986:

(a) Date of Board meeting hired.
(b) Date teacher signed initial employment contract.
(c) By lot.

(2) For bargaining unit members hired subsequent to January 1, 1987:

(a) First day of work.
(b) Date of Board meeting hired.
(c) Date teacher signed initial employment contract.
(d) By lot.

h. Any employee who is to be placed on a suspended contract as a result of a RIF shall have the right to displace any less senior employee whose work he/she is certificated to perform. Written notice of the intent to exercise this right shall be given to the Superintendent and the Association within ten (10) days of notification of lay off. An employee who is displaced according to this section has the same displacement rights vis-a-vis any less senior employee.

i. Any teacher having certification in more than one (1) area who exercises the right of displacement as authorized in subsection h. herein shall be reassigned at the discretion of the Superintendent so long as such reassignment is in an area for which such teacher has a valid certificate.

j. Any RIF'd employee who notifies the Board of efforts to obtain additional certification and for whom the Superintendent signs an application for a temporary certificate shall be given consideration to fill any vacancy which cannot be filled from the RIF list by certificated teachers. The teacher must be able to gain temporary certification per O.R.C. §3319.28 while the teacher continues to pursue full certification.

k. Employees whose contracts have been suspended shall have the obligation of notifying the Board if suitable employment is found elsewhere. The Board will honor without recrimination all resignations of affected employees made subsequent to the July 10 deadline.

l. All employees whose contracts are suspended shall have the following rights:

(1) To review his/her own seniority and certification records with representatives of his/her choice.

(2) To be placed on the District's substitute list.

(3) To be informed of and have the opportunity to fill all vacancies which may occur or new positions which may be created for which the teacher is certified and qualified or can gain temporary certification. The Board shall notify in writing by certified mail the availability of these positions to those employees so certified and qualified. The teacher shall notify the Board within five (5) days of his/her acceptance or rejection of said position. Rejection of such position shall be construed as a resignation.

(4) Limited contract teachers shall be continued on the recall list for a period of two (2) years from the date of contract suspension and continuing contract teachers shall remain on the recall list for a period of four (4) years from the date of contract suspension.

(5) To continue any and all group insurance plans which are in effect at the time of the layoff without an interruption in benefits; provided, however, that all premium costs of such group insurance plans shall be paid by the member.

(6) To the use of fee waivers as may be authorized by the Fee Waiver Committee.

m. Any employee whose contract is suspended and who voluntarily resigns from the District forfeits all reinstatement rights.

n. Recall of employees shall be in the inverse order of the layoff.

o. All employees whose contracts are suspended are obligated to keep the Board informed of current addresses and phone numbers.

p. The parties agree that reduction in force shall be accomplished only by the suspension of contracts. However, the Board is under no obligation to fill a vacancy created by nonrenewal in accordance with the contractual nonrenewal provisions herein.

q. The Board of Education agrees that there will be a reduction of no more than twenty (20) positions during the life of the Agreement below the number of members of the bargaining unit employed as of August 1, 1998.

H. Teacher Discipline Procedure

1. Discipline Other Than Suspension

a. Prior to disciplinary action given to an employee, the Administration shall first have a meeting with the employee.

b. The employee shall be given advance notice of the meeting and shall be informed that:

(1) The meeting is to determine whether disciplinary action will be taken and

(2) The nature of the concern.

c. The employee has the right to Association representation at all disciplinary meetings. It is the responsibility of the employee to request Association representation.

d. All written reprimands shall clearly state that it is a reprimand. (See Teacher Reprimand Form at Appendix C)

e. Discipline other than suspension shall be for good cause.

2. Teacher Suspension Procedure

a. The Administration has the right to suspend a teacher with or without pay for disciplinary purposes.

b. Prior to any such suspension, the Administration shall conduct an investigation of the incident or infraction(s) upon which any such suspension will be based. The results of the investigation shall be reduced to writing and given to the teacher along with a recommendation for a possible suspension with or without pay.

c. Upon request of the teacher and within five (5) days of the teacher's receiving written notification of a possible suspension with or without pay, the teacher may request a meeting with the Superintendent. The teacher shall have the right to representation at the meeting.

d. The Superintendent's decision on the suspension shall be issued within ten (10) days after the Superintendent's meeting.

e. Suspension of a teacher with or without pay for disciplinary reasons shall only occur for just cause. This just cause standard in this provision shall not apply to the nonrenewal of the teacher's limited teaching contract, nor shall it affect in any way the rights of the Board or members of the bargaining unit with respect to termination procedures initiated under O.R.C. §3319.16.

I. Contract Termination

1. The Board and Association agree that termination of employee contracts shall be in accordance with O.R.C. §3319.16 and shall not be subject to the negotiated grievance procedure.

2. However, in the event that O.R.C. §3319.16 is amended or changed in a manner which affects the rights of teachers and/or the standard for termination in a material way, the standard for teacher termination shall be that the contract of any employee shall not be terminated except for gross inefficiency, immorality, willful and persistent violations of reasonable regulations of the Board or for other good and just cause. In this event, it is the intent of the Board and the Association that this section shall supersede all statutory procedural and substantive rights of employees with respect to contract termination, and employees shall only have the right to appeal such terminations through the negotiated grievance procedure.

ARTICLE VI – TEACHER EVALUATION PROCEDURE

Not later than November 1, 2011, there shall be created an Evaluation Committee which will be comprised of three (3) administrative members selected by the Superintendent and three (3) teacher members selected by the REA President. The Evaluation Committee shall research and create an evaluation instrument and update evaluation criteria in Article VI. The evaluation procedure and criteria will comply with the requirements of Ohio law. The Committee shall complete its work no later than May 1, 2013. By May 15, 2013, the parties shall hold respective ratification meetings for the purpose of accepting or rejecting the Committee's evaluation instrument and updated Article VI. Upon the acceptance by both parties, the Committee's evaluation instrument shall replace the current Article VI (C) – Definitions for Employee Observation and Evaluation Forms.

Student performance shall be a substantial part of teacher evaluation criteria.

The current evaluation procedure, evaluation instruments, and evaluation criteria shall remain in effect until a new procedure has been ratified by both parties.

A. The purpose of this evaluation is to improve the educational program.

B. Procedure

1. At least two (2) evaluation cycles (two (2) observations equals one (1) evaluation cycle) during the school year with observations not less than thirty (30) minutes in duration shall occur. Teachers shall not receive a formal observation on the day before a holiday or vacation day.

2. The observations in the first evaluation cycle must be conducted and completed no later than January 15 using the Teacher Classroom Observation Form (see Appendix D).

3. The teacher must receive a written report of the evaluation results not later than January 25 using the Teacher Summative Evaluation Form (see Appendix E).

4. The second evaluation cycle (two (2) observations and one (1) summative evaluation) must be conducted and completed between February 1 and April 10.

5. The teacher must receive a written report (Teacher Summative Evaluation Form) not later than April 10.

6. The written report of the evaluation shall include specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements.

7. The evaluator must be a person who is under contract as an Administrator or supervisor and who holds proper certification.

8. When the overall performance of an employee is less than satisfactory, the evaluator shall check the appropriate rating on the Teacher Summative Evaluation Form.

9. The observation/evaluation process shall be based on the professional performance of the employee.

C. Definitions for Employee Observation and Evaluation Forms

1. Ratings:

E = Excellent
G = Good: Above-average performance
S = Satisfactory: Sufficient to meet the requirement
NI = Needs Improvement
U = Unsatisfactory
NO = Not Observed

2. Definition of evaluation terms

a. Instructional procedures

(1) Evidence of planning

(a) Use of time space within a period; e.g., not taking excessive time to get started
(b) Lesson plans
(c) Materials on hand for the day's lesson as indicated within plan
(d) Lesson meets curricular objectives

(2) Organization of instructional procedures

- (a) Smooth transition of events in the classroom
- (b) Sequence: beginning-middle-end to period and to lesson
- (c) Efficient use of time
- (d) Flexibility when appropriate

(3) Provides for differences in capacities of pupils

- (a) Evidence of individualization techniques, when appropriate
- (b) Evidence of planning to meet more than one level of ability (small/large group techniques) when appropriate

(4) Use of resourceful techniques

- (a) Creativity
- (b) Variety
- (c) Appropriate use of available materials
- (d) Finding own source of materials/use of specialists

(5) Use of appropriate procedures to evaluate student learning

- (a) Use of pre- and post-tests, when appropriate
- (b) Variety of evaluative techniques
- (c) Student awareness of
  - 1) Teacher expectations
  - 2) Evaluation instruments to be used
  - 3) Progress during unit and/or grading period
- (d) Fairness and consistency
  - 1) Student attitude should not affect ability grade
- (e) Sufficient and appropriate documentation of grades

(6) Skill in presentation

- (a) Motivation
- (b) Clarity of concepts
- (c) Occurrence of communication: two-way, positive
- (d) Poise/composure
- (e) Use of proper English
- (f) Voice: audible, variable, proper enunciation

(7) Student participation

- (a) Evidence of student attentiveness
- (b) Evidence of attempts to motivate apathetic students
- (c) Involvement in class

(8) Knowledge of subject matter

(a) Background/experiences on which to draw
(b) Abreast of current developments
(c) Proper vocabulary and correct terminology
(d) Ability to field questions/ appropriate responses

b. Management Skills

(1) Organization of materials and supplies; materials orderly and available

(2) Renders prompt and accurate reports

(3) Follows building and Board procedures and regulations

(4) Maintains student discipline

(5) Organization of classroom

(a) Physical concerns met (if possible); e.g., heat, light, ventilation, cleanliness (non-custodial), etc.
(b) Evidence in room of subject(s) being taught; i.e., appropriate bulletin boards, student work, etc.
(c) Room arrangement(s) appropriate for student learning activities

c. Pupil-Teacher Relationships

(1) Helps child to develop and maintain good self-concept

(a) Positive response to students' questions and answers
(b) Encouragement of students within class
(c) Avoidance of embarrassment of students
(d) Evidence of mutual respect

(2) Establishes good rapport

d. Parent-Teacher Relationships

(1) Encourages conferences with parents when appropriate

(2) Conducts conferences in a professional manner

(3) Communicates in a professional manner. This should include appearance as well as the content of written communications.

e. Staff-Teacher Relationships (to be rated to the extent that it affects the educational program)

(1) Works in a positive manner with school personnel

(a) Positive attitude
(b) Can give and take constructive criticism
(c) Willingness to compromise
(d) Cooperation
(e) Renders support to colleagues

(2) Maintains communication

(a) Willingness to deal with proper channels of communication
(b) Evidences give and take on a professional level

f. Personal Characteristics

(1) Reliable
(2) Adaptable

g. Professional Development

Not to be ranked but may be commented on when appropriate (professional meetings, workshops, programs, etc.).

D. This Teacher Evaluation Procedure shall supersede the evaluation requirements appearing in O.R.C. §3319.111, and shall be considered by the parties as the evaluation procedure referenced in O.R.C. §3319.11.

ARTICLE VII – PERSONNEL

A. Principal's Advisory Council

1. Within each school, there shall be a Principal's Advisory Council, to be organized during the first month of the school year, consisting of not more than five (5) teachers, which will meet with the principal and members of the staff at the call of the principal or a majority of council members.

2. Three (3) members of the Council shall be elected by secret ballot of the teachers at the general staff meeting. The remaining two (2) members of the Council shall be appointed by the principal. All members shall serve by consent. The term of office shall be one (1) school year.

3. The Principal's Advisory Council shall be advisory only and is intended to assist the principal and the school staff in developing policies and programs for the school involved and in discussing school concerns. The Advisory Council shall assist the principal in developing the building calendar. The council shall assume the responsibility for being knowledgeable about matters in this Agreement which relate to its function.

B. Staff Handbooks and Board Policy Manual

1. Each principal will provide the staff members of his/her school with a Staff Handbook at the beginning of each school year. The Staff Handbook may be provided by e-mail. One (1) hard copy of the Staff Handbook shall be available in the building office.

2. At least one (1) copy of the Board's policy manual shall be maintained in the library of each school building, or the Board policy manual will be made available to staff on the District's website.

3. The REA President will be notified of any policy change or addition that affects certified employees within five (5) days of such change or addition.

C. Faculty Meetings

Each building principal will designate a day when faculty meetings will ordinarily be conducted. A faculty meeting shall be defined as any meeting of the majority of the staff. Except in cases of catastrophe or crisis, the principal may schedule a total of two (2) faculty meetings per month during the teacher contract workday. A faculty meeting shall be defined as any meeting of the majority of the staff. When possible, the time and place for the faculty meeting(s) shall be announced at least forty-eight (48) hours prior to the meeting(s).

D. In-Service and Professional Enrichment

1. Each teacher has the responsibility to acquire the necessary qualifications for employment or continued employment under a regular or supplemental contract with the Board. No teacher shall be required to attend a school-sponsored class or workshop after school hours. In-service programs as set forth in paragraph 2 below shall not be subject to this provision.

2. Teachers will be required to participate in an on-going in-service program during each school year under the direction of the building principal and building professional development committee.

3. Professional Development Committees

The Principal shall determine the amount of building funds, excluding grant funds, to be allocated for professional development purposes. A building professional development committee shall be formed to determine the use of building professional development funds. The Association shall select the teacher members of the building professional development committees. A District professional development committee shall be formed consisting of a representative from each building's professional development committee and central office personnel to share information on District professional development activities.

E. Cooperating Teachers

1. An employee who acts as a cooperating teacher should have the following qualifications:

   a. Possess at least a Provisional Certificate and a Bachelor's Degree.

   b. Have three (3) years teaching experience, at least one (1) of which must have been in the present teaching field.

   c. Have taught at least one (1) year in the Reynoldsburg Schools.

   d. Indicate an interest in teacher training and professional development.

   e. Recommended by building principal.

2. No employee will be assigned a student teacher without that employee's consent.

F. Fee Waiver Committee

1. The Board shall work cooperatively with universities on Exchange of Services Program. For university programs in the schools (e.g., student teaching, research projects or observations), the Board will receive such fee waiver cards as may be issued by the university.

2. The teachers in each building shall elect one (1) representative to the District's Fee Waiver Committee each year.

3. The building Administrators shall elect one (1) representative to the Fee Waiver Committee.

4. The Committee will develop guidelines and administrative procedures for the fee waiver program based on the one (1) person/one (1) vote principle (i.e., majority rules). The Superintendent or his/her designee shall be a non-voting member of the Committee.

5. The guidelines and administrative procedures developed by this Committee shall be submitted to the Superintendent. The Superintendent shall establish such guidelines and administrative procedures. Such guidelines and procedures shall be uniformly applied and shall not be amended during the school year without notice to and consideration by the Committee. Appeals regarding the application of the guidelines and procedures and the receipt of fee waivers may be made by any employee. Appeals will be decided by an Association delegate, the Superintendent, and a third member selected from the Fee Waiver Committee.

6. All Administrators, including the Business Manager and the Treasurer, shall be eligible to participate in the fee waiver program. Administrators shall be defined as those required to hold an Administrative certificate or license as determined by the State Department of Education.

G. Parent-Teacher Conference

The guidelines for parent-teacher conferences shall include:

1. All parent-teacher conferences are for the benefit of the child.

2. If an employee anticipates difficulty, he/she may request the principal to be present. If requested, the principal shall attend provided that the time and date of such conference has been mutually agreed upon by the parent, the teacher and the principal. The principal may exercise the option to attend any other parent-teacher conference.

3. All parties should be informed, as early as possible, and to the extent possible, of the purpose and time of the conference.

4. Any information discussed in a conference is to be confidential except where the teacher and principal determine it to be of benefit to the child.

H. School Day

1. The hours of the school day shall be published in the Staff Handbook. In no case shall the length of the school day exceed seven and three-fourths (7¾) hours including a minimum thirty- (30) minute uninterrupted duty-free lunch period.

2. Each teacher shall be provided a minimum of two hundred twenty (220) minutes per week for instructional planning, evaluation, and conferences. During the term of this Contract, the Superintendent will meet with the REA President and the Building Principal to discuss teacher planning time issues.

3. When schools are closed by the Superintendent or his/her designated representative for inclement weather or other public calamity, teachers shall not be required to report for duty except in cases of urgent necessity. Any teacher who is required to report for duty on such days shall be paid for any make-up day for students if such teacher is required to report for duty on such make-up day.

I. School Calendar

1. The contract year shall be one hundred eighty-four (184) days which shall include two (2) days of parent-teacher conferences and four (4) days for professional and in-service meetings. One of the four (4) days shall be the day before the first student day. At least one-half (1/2) of this day shall be used by the teacher in his/her classroom for planning and preparation.

2. The Association shall be invited to send up to four (4) representatives to meetings at which the school calendar for the next two (2) years is considered.

3. The Superintendent's calendar recommendation shall be submitted to the Board by April 15. In the event the Superintendent recommends a calendar other than that recommended by the Association's School Calendar Advisory Committee, written notice with particular reasons shall be given to the Association at least ten (10) days prior to official action. The Association shall be offered an opportunity to be heard on the issue prior to final Board action.

4. The requirement of one hundred eighty (180) instructional days may be waived for a shorter period if school(s) is/are closed for weather, calamity, energy conservation, or for other reasons in keeping with any applicable law.

5. In each building, the principal is responsible for placing the building calendar in the Staff Handbook. The building calendar may require an employee's attendance at a maximum of four (4) scheduled evening activities. If changes in such scheduled activities are made after the school year begins, the principal will first consult with the Principal's Advisory Council. All such scheduled activities are subject to the following provisions:

   a. Required attendance at such functions will not exceed two and one-half (2½) hours.

   b. Such functions will be scheduled on a regular workday.

   c. Bargaining unit members with scheduled supplemental contract duties which directly interfere with the scheduled function shall not be required to attend the scheduled function. Members with urgent personal obligations which cannot be postponed or rescheduled will be excused upon request made in person by the member.

6. If, due to weather, energy, or other emergency situations, an adjustment is made in the District calendar during the school year, the change will not be made prior to there having been an emergency meeting of the School Calendar Advisory Committee.

J. Personnel Files

1. Location and Maintenance:

The official personnel filing system for all employees shall be kept and administered by the Superintendent.

2. Contents of Personnel Files:

The official personnel file shall contain the following, to the extent that such records are retained:

a. Application for employment.

b. Confidential pre-employment references.

c. Transcripts of training and education records.

d. Copies of current, valid certificates and/or licenses.

e. Copies of the evaluations of the employee performance made by the supervisory personnel.

f. Employee responses to the evaluations.

g. Any correspondence relating to the employee.

h. Employee responses to any correspondence as stated in g. above.

3. Access to the official personnel file shall be available during regular office hours to the employee and/or his/her representative. The review of such personnel file shall be in the presence of the Superintendent or his/her designee. Neither the file nor any part thereof shall be removed from the Board office.

4. Each employee shall have the right to respond in writing to any material contained in the file which would be generally considered as detrimental to the personal or professional interest of such teacher, and said response shall be filed within thirty (30) calendar days from the day the employee received a copy and shall be attached to the specific material.

5. Each employee shall have the right to indicate those documents and/or other materials in his/her personnel file which he/she believes to be obsolete, inappropriate, and/or inaccurate. The employee shall have the right to request that the obsolete, inappropriate, and/or inaccurate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the employee shall have the right to initiate a grievance at Step III.

6. In the event of a request by a member of the general public to review the personnel file of a member, the Board will notify the member of the name and address of the person requesting a file review. Consistent with the right of the requesting person to inspect public records, the member whose file has been requested to be inspected, or his/her designee, shall have a reasonable opportunity to observe the inspection.

7. Employees shall be provided one (1) copy of all materials placed in the file.

K. Complaint Procedure

Complaints concerning an employee shall be referred to the appropriate Administrator for preliminary investigation. If such preliminary investigation indicates that probable cause exists, the Association President or his/her designee shall be notified, and a written statement of the nature of the complaint shall be given to the employee so affected.

L. Covering Unassigned Classes

1. In all cases of teacher absence, principals shall make a reasonable effort to secure the necessary substitute teachers. Only when a qualified substitute is not available or an emergency arises during the school day will teachers be requested by the principal to cover classes or to assume the responsibility for students placed in their room (i.e., study hall) during the absence of a teacher. The principal shall request teachers to cover classes of absent teachers on an equitable basis. Teachers will be paid at the rate of Twenty-One Dollars and Twenty-Two Cents ($21.22) per hour when covering an unassigned class.

2. Nothing in this section is intended to preclude a bargaining unit member to volunteer to cover classes/duties for one another without pay in order for a bargaining unit member to be released by the principal for good reason.

3. Any staff member shall have the right to refuse such request without recrimination by the Administration for good cause shown.

M. Teaching Personnel/Class Size

1. The parties agree that every effort should be made to provide one (1) full-time equivalent classroom teacher for each twenty-five (25) pupils in average daily membership on a District-wide basis. However, due to a lack of proper financing, it may not be possible to reach this goal.

2. As used in paragraph 1 above, "classroom teacher" shall be defined pursuant to O.R.C. §3317.023.

3. Every effort will be made to keep the number of pupils in a classroom consistent with the space, equipment, and subject matter.

4. The parties agree that every effort should be made to provide education service personnel in a ratio of five (5) for each one thousand (1,000) pupils in average daily membership on a District-wide basis.

5. If the maximum daily work load for regular classroom academic teachers grades 7 to 12, excluding special education, exceeds five (5) classes/labs and three (3) separate and distinct preparations per day, the teacher shall not be required to perform any duties during the school day.

N. Summer School

Each year the Administration will post summer school teaching positions. Individuals interested should forward applications to the Superintendent's office. The number of classes, type of programs and total summer school operation will vary from year to year depending upon the needs of the Reynoldsburg community and its students. Class size, salaries, materials, and length of program will vary depending upon the needs of students and the type of program.

O. LPDC

1. The parties intend that the structure and procedure of the LPDC Committee shall be in accordance with the Ohio Revised Code. The Committee will be comprised of five (5) persons—three (3) appointed by the Association President and two (2) appointed by the Superintendent. The Committee will review and act on all professional development plans.

2. The Board agrees to fund the efforts and recommendations of the Committee with an amount equal to $2.00 per District student based upon the October ADM of that school year, which shall be used to support efforts of the Committee to improve student achievement.

3. The parties agree that the Individual Professional Development Plan (IPDP) of each member of the bargaining unit shall in all respects be aligned with District goals and the goals of the member's individual assignment.

P. Grading

Training shall be provided prior to the implementation of any new grading software program.

Q. Mentoring and Lead Mentors

Every entry year teacher shall have a mentor who shall be trained in Pathwise or its equivalent. All Lead Mentors shall receive One Thousand Five Hundred Dollars ($1,500.00) per year. If a building has teachers who require mentoring, there shall be at least one (1) Lead Mentor in that building. Lead Mentors are not required where there is no one to mentor in a building. Entry Year Mentors shall be paid One Thousand Dollars ($1,000.00) per year.

R. Employee Dress Code

All members of the bargaining unit will dress in a professional manner appropriate to the subject area in which they teach.

ARTICLE VIII – VACANCIES, TRANSFERS AND ASSIGNMENTS

A. Assignments

1. Teachers under contract during a school year will be notified in writing of their teaching assignment for the following school year by June 30. Such notification shall include the teacher's proposed salary, school assignment and subject assignment. After the above date, any change in such assignment required by the needs of the District will be made known to the teacher, in writing, as soon as possible.

2. Teachers shall not be involuntarily assigned outside the scope of their teaching certificates, except in an emergency. Such assignment shall not continue beyond the remainder of the school year.

B. Vacancies, Transfers and Reassignments

1. Definitions:

a. "Vacancy" shall be defined as a job opening created by the death, resignation, retirement, nonrenewal or termination of the teacher formerly filling such position or by reason of being newly created by action of the Board or Administration.

b. "Transfer" shall be defined as the assignment of a teacher to the same grade level or subject area as previously taught but at another building within the District.

c. "Reassignment" shall be defined as the assignment of a teacher to a grade level or subject area other than the one(s) previously taught whether such service is to be performed in the same building or in another building within the District.

d. "Seniority" shall be defined as continuous employment in the District and shall be computed from the employee's earliest date of hire immediately preceding the current term of continuous employment in the District. Seniority shall have continued to accrue during all paid leaves of absence. Seniority shall not be broken by an unpaid leave of absence or by disability leaves of absence, but shall not be accrued otherwise during any unpaid leave of absence.

e. For the purpose of this section, employees on lay-off status shall have first right to any vacancy, taking precedence over seniority.

2. Vacancies

a. When a vacancy occurs, the vacancy will be posted pursuant to the Posting of Vacancies procedure described in paragraph 4 below.

b. Members of the bargaining unit may apply for the vacant position by completing an application form for the specific vacancy after the vacancy has been posted (See Appendix G).

c. The following criteria shall be used to consider applicants:

(1) Experience;
(2) Educational background;
(3) Evaluations; and
(4) Additional information gained through an interview which is relevant to the position.

d. All internal applicants will be interviewed prior to a decision being made by the Administration.

e. Seniority shall be a criteria factor only when all other factors listed in 2(c) are equal.

f. After the above procedure has been followed, the Administration shall decide who fills the vacancy based upon the criteria.

g. The Administration shall notify all unsuccessful applicants in writing of its decision on a timely basis.

3. Involuntary Transfer

a. When a transfer and/or reassignment of an employee is determined by the Superintendent to be necessary, the employee concerned shall be notified in writing at the earliest date possible with the reason(s) for the transfer and/or reassignment listed.

b. When it is necessary to involuntarily transfer and/or reassign an employee, the employee shall be given consideration for reassignment to a vacancy of such employee's choice.

c. The Board shall assist in moving all classroom materials and teaching aids to the new assignment. This will be accomplished within ten (10) working days of the employee's request to the building principal for such help.

d. If the employee cannot be notified at least one (1) calendar month preceding commencement of the duties involved in the new assignment, the Superintendent may provide the employee with five (5) days' release time to prepare for the new assignment.

e. An employee involuntarily transferred or reassigned shall be placed in a position for which he/she is certificated and qualified, shall receive no reduction in total compensation for the remainder of the school year and shall maintain the contract status held at the time of such involuntary transfer or reassignment.

f. Involuntary transfers and/or reassignments shall be kept to a minimum.

4. Posting of Vacancies

a. All vacancies, including supplemental positions, with minimum qualifications shall be posted through the District's web site no later than one (1) week after the vacancy occurs. Except in cases of emergency, the position shall remain open for five (5) working days after it is posted in the Board office. For purposes of this section, emergency shall be defined as an employee leaving his/her teaching position after August 1.

b. The Association President will be provided a copy of all job vacancy notices upon the occurrence of the vacancy.

C. Authority of the Superintendent Regarding Assignments

The purpose of this Article is to establish an orderly procedure for the filling of vacancies and the transfer and reassignment of employees and to facilitate an acceptable level of lateral mobility among members of the bargaining unit. However, nothing herein shall abrogate the power and authority of the Superintendent to assign teachers as prescribed by law.

ARTICLE IX – COMPENSATION

A. Teacher Salary Schedules

1. The BA-0 base salary shall be Thirty-Eight Thousand Five Hundred Twenty-One Dollars ($38,521), effective August 1, 2011. (Salary schedules appear in Appendices of the Agreement.)

2. All members of the bargaining unit who do not receive a step advancement during the 2011-12 school year will be paid an increase of two percent (2%) of their annual salary for the 2011-12 school year.

3. For the 2012-13 school year, all members of the bargaining unit shall receive a salary increase of one percent (1%) of their salary. Also, during the 2012-13 and 2013-14 school years, no member of the bargaining unit shall be advanced a step on the salary schedule, and such step freeze(s) shall not be restored in the future.

B. Salary Index

The salary index shall be as set forth in Appendix H.

C. Supplemental Salaries

The supplemental salary schedule shall be as set forth in Appendix L.

Members of the bargaining unit shall be paid their supplemental salary in accordance with Appendix L. All other persons who hold supplemental contracts and who are not members of the bargaining unit shall be paid salaries at the discretion of the Board, not to exceed the supplemental salary in Appendix L.

D. Compensation for Extra Duty Assignments and Tutors

1. Compensation for Summer School, Home Instruction Tutors and Intramurals

The hourly rate for summer school and home instruction tutors shall be .000676 multiplied times Thirty-Eight Thousand Five Hundred Twenty-One Dollars ($38,521.00).

2. With the Principal's approval to have an IEP meeting occur outside the teacher workday, those teachers at the meeting will be compensated at the hourly rate prescribed in Section 1 above.

E. Salary Increments

1. A full increment shall only be granted to teachers who have served the equivalent of one hundred twenty (120) or more school days within a given school year.

2. To receive an increment for training beyond the Bachelor's Degree, a teacher must submit a transcript of credit from an institution approved for teacher education by the Ohio Department of Education or any other Department of Education from another state. Transfer to a new salary column will be made at the beginning of the school year if the transcript is submitted by October 15 of the school year, or at the beginning of the second semester if the transcript is submitted by February 15 of the school year. Second semester changes will be made only if the teacher has notified the Superintendent prior to October 15 that such a request will be forthcoming. All coursework used to move to a new column must be in the field of education or in the subject matter of the teaching area where the teacher is certified or licensed.

F. Military/Service Credit

Credit for military service and for years of public school teaching experience outside the District shall be in accordance with the state statutes.

G. Payroll Deductions

Upon proper authorization from each individual, the Board shall administer the following payroll deductions:

1. Dues for the recognized bargaining agent -- any member choosing to discontinue membership must notify the Board and REA Treasurer in writing between September 1 and September 15, annually;

2. Tax-sheltered annuities;

3. Franklin County School Employees Federal Credit Union and Whitehall Credit Union;

4. Board-sponsored medical and life insurance policies;

5. EPAC contributions;

6. United Way; and

7. Any other deduction mutually agreed to by the Board and the Association.

H. Paydays

1. Salaries will be paid on the basis of twenty-four (24) equal installments paid on the 10th and 25th of each month.

2. If a payday falls on a national holiday or a weekend, checks will be electronically deposited the prior business day.

3. Supplemental earnings submitted to the Treasurer's Office during the current pay period will be included in the following pay period.

4. Mandatory direct deposit of employee paychecks to the financial institution of the employee's choice shall be administered. In the event that the paydate falls on a holiday, the electronic transfer shall take place the workday prior to the holiday.

I. Advancement of Salary Schedule

The Board has the legal right to advance the schedule in extreme situations for the betterment of the District.

J. Extended Duty Compensation

No employee shall be required to perform regularly assigned duties before or after the regular school year for teachers unless compensated for such services at such teacher's per diem rate.

K. Mileage Reimbursement

1. Employees will be paid travel expenses for approved travel in connection with school business. The Superintendent must authorize and approve trips for which travel expenses are paid for school employees.

2. Travel expenses will be paid at the rate established by the IRS as of July 1 of each year. Employees are to submit expense forms monthly and return through the building principal or supervisor.

3. If the amount is less than Ten Dollars ($10.00), the Treasurer's office will accumulate these forms until a Ten Dollar ($10.00) total is accumulated before issuing payment.

L. Attendance Recognition Pay

The Board and Association agree that the quality of instruction is enhanced by the uninterrupted service of the regular teacher. Therefore, the Board wishes to recognize and reward teachers who have excellent attendance in accordance with the following schedule:

1. A teacher who has not used any sick and emergency leave in a school year shall receive additional compensation of Three Hundred Dollars ($300.00).

2. A teacher who has used only one (1) day or partial day of sick and emergency leave in a school year shall receive additional compensation of Two Hundred Dollars ($200.00).

3. A teacher who has used more than one (1) but not more than two (2) days of sick and emergency leave in a school year shall receive additional compensation of One Hundred Dollars ($100.00).

4. This incentive compensation shall be paid no later than the second paycheck in July for the prior school year.

5. Fractions of days shall be added accumulatively. When the sum of partial days exceeds a day, the fractional part shall be counted as a full day.

M. National Board Certified Teachers

All members of the bargaining unit who are National Board Certified at the start of a school year and who remain employed for the entire school year shall receive a lump sum annual cash payment of Five Hundred Dollars ($500.00) to be paid within thirty (30) days after the end of the school year.

N. Student Improvement Incentive Award

If student performance in a classroom is significantly higher than expectations, the Superintendent, with Board approval, shall have the unilateral authority to grant an award of up to Two Thousand Dollars ($2,000.00) per applicant. Prior to receiving a Classroom Performance Award, the following procedure shall apply:

1. Teachers must apply in writing, must document increased student performance, and must include their Principal's written endorsement with the application; or

2. Teachers can be nominated by any District employee by completing a form provided by the Board.

ARTICLE X – FRINGE BENEFITS

A. Hospitalization, Surgical and Major Medical Insurance

1. The Board will offer family or single hospitalization, surgical, and major medical insurance benefits to full-time employees, and employees agree to pay One Hundred Fifty-Five Dollars ($155.00) per month for family coverage and Seventy-Five Dollars ($75.00) per month for single coverage.

Year	Family Coverage	Single Coverage
2011-12 Effective Nov. 1, 2011	$135.00	$65.00
2012-13	$155.00	$75.00
2013-14	$155.00	$75.00

(See Appendix P for a summary of insurance specifications.)

2. During the term of this Agreement, the Board agrees to negotiate any regressive changes in the insurance coverage.

3. Second Surgical Opinion Expenses

a. This plan pays a benefit for charges of a physician for a second surgical opinion on the need or advisability of performing a surgical or oral procedure for which the charges are a covered medical expense; which is recommended by the first physician who proposed to perform the surgery; and which is non-emergency. Non-emergency means the procedure can be postponed without undue risk to the patient.

b. A benefit is also payable for charges made for a third surgical opinion if the second surgical opinion does not confirm the recommendation of the first physician who proposed to perform the surgery.

c. A surgical opinion is an exam of the individual; x-ray and lab work; and a written report by the physician who is rendering the opinion.

d. The surgical opinion must both be performed by a physician who is certified by the American Board of Surgery or other specialty board; and take place before the date the surgery is scheduled to be performed.

e. Surgical opinion benefits are not payable for an opinion if the physician rendering the surgical opinion is associated or in practice with the first physician who recommended and proposed to perform the surgery.

f. If, in connection with one of the following surgical procedures when it is non-emergency in nature, a surgical opinion which would be covered under the plan is not obtained before surgery; or the only surgical opinion obtained is rendered by a physician associated or in practice with the first physician who recommended and proposed to perform the surgery; then the benefit payable for the charges incurred for the performance of the surgical procedure under any other part of this plan will be at the rate of fifty percent (50%) after the deductible:

Hysterectomy	Prostatectomy
Knee Surgery	Cholecystectomy
Tonsillectomy	Cataract Removal
Adenoidectomy	Herniorrhaphy
Hemorrhoidectomy	Hip Surgery
Submucous Resection	Laminectomy

4. Certification for Hospital Admissions

If an individual becomes confined in a hospital as a full-time inpatient; and the insurance carrier has not certified that such confinement (or any day of such confinement) is necessary; then expenses incurred on any day not certified during the confinement will be paid as follows:

a. With respect to Major Medical Expense Coverage:

1) With respect to expenses for hospital room and board:

a) If certification has been requested and denied, or if certification has not been requested and the confinement is not necessary, no benefits will be paid under this Major Medical Expense Coverage.

b) If certification has not been requested and the confinement is necessary, benefits will be paid under this Major Medical Expense Coverage at fifty percent (50%) after any deductible rather than at the coinsurance percentage.

2) With respect to other Covered Medical Expenses, benefits will be paid under this Major Medical Expense Coverage at the coinsurance percentage after any deductible.

b. With respect to Basic Medical Expense Coverage:

No benefits will be paid under Basic Medical Expense Coverage for expenses for hospital room and board. Benefits for all other expenses will be paid under Basic Medical Expense Coverage on the same terms as would apply in the absence of this Certification for Hospital Admissions.

c. Whether or not a day of confinement is certified, no benefit will be paid for expenses incurred on any day of confinement as a full-time inpatient if excluded by any other terms of this plan; except that, if certification has been given for a day of confinement, the exclusion of services and supplies because they are not necessary will not be applied to expenses for hospital room and board.

d. Certification of days of confinement can be obtained as follows:

(1) If the admission is a non-urgent admission, the employee must get the days certified by calling the insurance carrier at a toll-free number provided to each employee. This must be done at least fourteen (14) days before the date the individual is scheduled to be confined as a full-time inpatient.

(2) If the admission is an emergency or an urgent admission, the employee, the employee's physician or the hospital must get the days certified by calling the carrier at the toll-free number provided. This must be done before the start of a confinement as a full-time inpatient which requires an urgent admission; or not later than forty-eight (48) hours following the start of a confinement as a full-time inpatient which requires an emergency admission; unless it is not possible for the physician to request certification

within that time. In that case, it must be done as soon as reasonably possible.

(3) In the event the confinement starts on a Friday or Saturday, the forty-eight (48) hours requirement will be extended to seventy-two (72) hours.

e. Definitions

1) "Emergency admission" is defined as an admission where the physician admits the individual to the hospital due to a sudden and unexpected change in the individual's physical or mental condition which is severe enough to require immediate confinement as an inpatient in a hospital.

2) "Urgent admission" is defined as an admission where the physician admits the individual to the hospital due to the onset of or change in a disease; or the diagnosis of a disease; or an injury caused by an accident, which, while not needing an emergency admission, is severe enough to require confinement as an inpatient in a hospital within two (2) weeks from the date the need for confinement becomes apparent.

3) "Non-urgent admission" is defined as an admission which is not an emergency admission or an urgent admission.

f. If, in the opinion of the individual's physician, it is necessary for the individual to be confined for a longer time than already certified, then the employee, the employee's physician, or the hospital may get more days certified by calling the carrier at the toll-free number provided. This must be done no later than on the last day that has already been certified. Written notice of the number of days will be sent promptly to the hospital. A copy will be sent to the employee and to the physician.

B. Term Life Insurance

Term life insurance shall be provided for full-time employees as follows:

1. Group Term Life Basis – Forty Thousand Dollars ($40,000.00)
2. Accidental Death and Dismemberment – Forty Thousand Dollars ($40,000.00)

C. Dental Insurance

1. The Board will pay all of the dental plan premium for full-time employees only, except for Ten Dollars ($10.00) per month which shall be paid by the employee.

2. The level of coverage will equal or exceed the coverage provided by Oasis Dental Improvement Plan. (See Appendix P for summary of insurance specifications.)

D. Vision Care Insurance

1. The Board agrees to provide vision care insurance to full-time employees. The Board will pay one hundred percent (100%) of the single plan premium and ninety percent (90%) of the family plan premium. The level of benefits of this plan are as follows:

Item	Level of Benefit
Eye Examination	$50.00
Single Lenses	$60.00
Bifocal/Trifocal Lenses	$70.00
Contact Lenses	$80.00
Frames	$40.00

2. The plan will pay for one (1) eye examination and the fitting of one (1) pair of lenses and frames, or one (1) pair of contact lenses in accordance with the above benefit schedule within a twenty-four (24) month period.

E. STRS Tax Deferral Pick-Up

The Board agrees to pick-up (assume and pay) contributions to the State Teachers' Retirement System (STRS) on behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked up and paid on behalf of each employee shall be the total employee contribution. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.

2. The pick-up percentage shall apply uniformly to all employees.

3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. The pick-up shall apply to all compensation including supplemental earnings.

5. If the Internal Revenue Service or other governmental entity declares the pick-up not to be tax deferred, this section shall be null and void, and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

F. Severance Pay

All certificated employees in the District will be eligible for severance pay at the time of their retirement from the District in accordance with the following procedure:

1. To be eligible for severance pay, a certificated employee must indicate in writing that his/her reason for termination of employment is retirement from school service. The effective date of retirement must be no later than the end of the next semester following the termination, and the employee must be eligible for retirement by that date, in accordance with the requirements of STRS.

2. Severance pay will be based on the number of the accrued but unused sick leave days the employee has accumulated at the date of termination. The employee will be paid one-fourth (¼) of the value of the unused sick leave days up to a maximum of sixty-two (62) days' severance pay in part 1 above.

3. Severance pay will be based on the employee's salary at the time of retirement with the salary calculated on a daily rate in relation to the number of workdays in the employee's contract year. Severance pay shall be based on the employee's salary for regular duties and shall not include compensation earned for supplemental duties.

4. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

5. Payments for severance pay shall be made in January following the effective date of retirement with STRS.

G. Tuition Reimbursement

1. The Board shall appropriate Fifty Thousand Dollars ($50,000) per fiscal year for the purpose of tuition reimbursement.

2. All courses for which bargaining unit members are applying for tuition reimbursement shall be approved by the Local Professional Development Committee.

3. Members who are approved and are eligible for tuition reimbursement shall be reimbursed after successfully completing coursework for no more than fifty percent (50%) of the tuition cost. The Association will develop and administer a disbursement plan.

4. The Association shall submit the names of members and the amount to be reimbursed to the District's Treasurer with appropriate receipts and documentation. The Treasurer shall make payment to the member within thirty (30) days of the receiving notice from the Association.

5. The Tuition Reimbursement Coordinator will annually submit applicant documentation to the Treasurer.

6. LPDC funds will be used to pay the tuition reimbursement chairperson an annual salary of Five Hundred Dollars ($500.00) to be paid as a supplemental salary.

ARTICLE XI – INDIVIDUAL, ASSOCIATION AND BOARD RIGHTS

A. Individual Rights

1. Employees will not be discriminated against in any way in the exercise of their employment rights or their rights under this Agreement because of race, color, creed, national origin, age, sex, religion, ancestry, handicap or physical disability.

2. Within the bounds of the course of study and curriculum guide adopted, the Board recognizes the rights of individuals and the expression of freedom of individual conscience including the rights of academic freedom. Association and expression will be encouraged, and fairness of procedures will be observed; provided however, each teacher shall be responsible for exercising reasonable and sound judgment in selecting for discussion those issues which he/she deems appropriate when consideration is given to the maturity and understanding of the students involved.

B. Association Rights

1. The Association, through its designated spokesperson, shall have the right at any regular meeting of the Board to speak, pursuant to Board policy, on any issue.

2. The President and Vice-President of the Association may pick up one (1) copy each of the Board meeting agenda at the Central Office. Minutes and monthly financial statements may be picked up after Board approval and as soon as they are available at the Central Office. These materials will be placed in the Association mailbox in the Central Office.

3. Upon request by the Association, the Association will be given the names and addresses of new employees following Board approval of their contract, provided the individuals give approval in writing on the standard form.

4. The Association may use the interschool mail service for Association matters.

5. An employee elected to state or national office of a bona fide organization is eligible for a leave of absence without pay for the term in office. Employees will not receive Board-paid fringe benefits during the leave of absence but may continue any fringe benefits through the Board, provided the group rate of the benefit program is paid by the employee. Upon the return to service of the employee at the expiration of a leave of absence, the employee shall resume the contract status which he/she held prior to such leave.

6. The Association or any committee thereof shall have the right to use buildings and facilities for Association meetings after the school workday. Upon the approval of the principal, the Association may use the building and facilities when students are not in the building. The Association may use the buildings with no rental charge, except that when the custodians are not normally on duty, the Association shall reimburse the Board for custodial costs. Normal building reservation procedures will be followed.

7. The Association may use the following school facilities and equipment without charge:

   a. A designated bulletin board in each building.

   b. Public address system for brief meeting announcements outside student school hours.

   c. Typewriters, duplicating equipment and audio-visual equipment.

   d. The use of mailboxes for distribution of Association materials shall be the right of the Association.

   e. The Association shall reimburse the Board for all consumable supplies at the rate established for non-instructional use. The Association shall assume financial responsibility for loss, theft, or willful destruction of equipment while in use by the Association.

8. An employee may discuss an individual problem with an Association representative during his/her unassigned time or during planning time, if necessary. No employee may leave his/her assigned building for a grievance meeting except during unassigned time. Employees elected to the Executive Committee may leave their assigned building upon completion of the student day to attend Association meetings. Building principals shall be notified of the representative's plan to leave.

9. The conduct of Association business shall not interfere with instruction. Any representative from outside a building shall check in with the Principal's office in accordance with state law and Board policy.

10. The Association shall be granted the use of Association leave not to exceed twenty-seven (27) days annually for officers and delegates attending meetings of the district, state, or national associations. For any such leave days, the Board shall not pay the expenses of such officers and delegates. For the first twelve (12) days, the Board shall not be reimbursed for the cost of any substitutes hired to assume the duties of such officers and delegates. For the next fifteen (15) days (days thirteen (13) through twenty-seven (27)) of such Association leave, the Association shall, within thirty (30) calendar days of the substitution, reimburse the Board for the substitutes provided.

11. The President of the Association shall receive prior notice of all special or regular meetings of the Board.

C. Board Rights

Management of the District shall have all rights and responsibilities granted to it except as limited by Section 4117.08(C) of the Ohio Revised Code.

ARTICLE XII – LONG TERM SUBSTITUTES

A. A long term substitute, for the purpose of this Agreement, shall be a substitute employed to replace a bargaining unit member who has been granted leave pursuant to this Agreement. Any teacher who has worked as a long term substitute and who is re-employed by the Board shall have all contractual rights.

B. Persons employed as long term substitutes shall be granted contracts for the length of service as needed and as determined by the Board.

C. Long term substitutes shall have no expectation of continued employment beyond the length of service at the time of their employment, and said long term substitute contracts shall automatically expire at the conclusion of the Agreement without further action by the Board, including the nonrenewal of their contract.

D. The provisions of this Agreement regarding evaluation and renewal of teacher contracts shall not apply to long term substitutes.

E. Long term substitutes shall have no displacement or recall rights under the reduction in force procedure in this Agreement and shall be excluded from same.

ARTICLE XIII — EMERGENCY LEAVE FUND

A. An emergency leave fund will be established on an as-needed basis. Each member of the bargaining unit may voluntarily donate a maximum of two (2) accumulated but unused personal business leave days to an Emergency Leave Fund.

B. All new bargaining unit members shall be eligible for enrollment in the emergency leave fund and may enroll by donating one (1) emergency leave day to the fund.

C. The Superintendent and the REA President shall mutually determine eligibility for persons who apply for use of paid leave from the Emergency Leave Fund. Such eligible employees must have exhausted all of their sick leave accumulation and must have a serious or catastrophic illness or injury personally or in their immediate family.

D. The donations to the Emergency Leave Fund shall not be counted as a day of absence for attendance incentive pay.

E. The maximum number of days in the fund shall not exceed the number of members in the bargaining unit.

ARTICLE XIV – EMPLOYMENT OF RETIREES AS TEACHERS

A. Definition of Retiree – A Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio, and who retired from service from any District.

B. Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent.

C. A Retiree shall be paid in accordance with the negotiated salary schedule.

D. A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Article V regarding limited contract teachers shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§3319.11 and 3319.111.

E. Evaluations shall be conducted at the discretion of the building principal. The decision to conduct or not conduct an evaluation shall not affect the automatic expiration of the limited contract.

F. A Retiree shall accumulate and may use sick leave in accordance with Article IV(A) of the Negotiated Agreement, but shall not be entitled to severance pay under Article X(F) of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.

G. A Retiree may participate in insurances provided to the bargaining unit members under Article X(A-D) of the Negotiated Agreement, but such participation shall be at his/her own expense.

H. A Retiree shall not accumulate Seniority in the bargaining unit for any purpose under the Negotiated Agreement (i.e., RIF, bidding on vacancies, etc.) and has no right of recall in the event of a reduction in force pursuant to Article V(G) of the Negotiated Agreement.

I. A Retiree is eligible for a supplemental contract only at the discretion of the Superintendent. This subsection supersedes O.R.C. §3313.53.

J. A Retiree shall not be eligible for benefits prescribed in Article X(G) – Purchase of Service Credit of this Agreement.

K. All other provisions of the Negotiated Agreement not specifically modified or excluded by the above shall apply to Retirees.

ARTICLE XV – CONTRACTS FOR PART-TIME BARGAINING UNIT MEMBERS

The contract for part-time teachers shall be based upon the fractional portion of the seven (7) hour, forty-five (45) minute full-time teacher day that the teacher is required to be on duty. All benefits and rights for part-time teachers shall be prorated based upon the fractional portion of full-time if the teacher is eligible for the benefit.

ARTICLE XVI – DURATION AND INTENT OF AGREEMENT

A. Conflict With Law

If any provision(s) of this Agreement conflicts with any federal law, such provision(s) shall be inoperative except to the extent permitted by law, the remaining provisions herein shall remain in effect. The parties shall meet to negotiate concerning the effected provision upon demand of either party within sixty (60) days.

B. Publication of Agreement

The terms of this Agreement shall be prepared by the Board and shall be published and distributed to each employee by the Association, and one (1) copy shall be placed in each building. The Association President and the Superintendent shall each receive an additional ten (10) copies for their respective use. The costs of publication shall be shared equally by the Board and the Association.

C. Effects of Contract

1. During the duration of this Agreement, the employer shall maintain those terms, conditions, and benefits of employment as set forth in this contract as not less than the level as of the effective date of this Agreement.

2. Any contract between the Board and an individual teacher shall be expressly subject to the terms and conditions of this Agreement.

D. Duration

This Agreement shall be in effect from August 1, 2011, through July 31, 2014.

ARTICLE XVII – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands this 14 day of December, 2011, at Reynoldsburg, Ohio.

FOR THE BOARD:

President, Board of Education

Member, Board of Education
Negotiating Team

Superintendent

Negotiating Team Member

Treasurer

FOR THE ASSOCIATION:

David Schottner
President, REA

Negotiating Team Member

Amy Ridenour
Negotiating Team Member

Lonnie Gillenwater
Negotiating Team Member

Amy Stewart
Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

APPENDIX A

REYNOLDSBURG CITY SCHOOL DISTRICT
CERTIFIED EMPLOYEE GRIEVANCE FORM

Grievance #_____

Step I -- Informal

INFORMAL -- Any employee having a grievance may first discuss such grievance with his/her principal on an informal basis.

Step II -- Formal

PRINCIPAL -- A grievance may be submitted to the principal on this form with copies of same given to the Superintendent and the Association representative.

_____
Name of Grievant *(Please Print)*

Statement of Grievance: _____

_____

_____

Section of Agreement Claimed to Have Been Violated: _____

_____

Date: _____

Relief Requested: _____

_____

Date Received by Principal: _____

_____ _____
Grievant's Signature Date Principal's Signature Date

Step II Disposition:_____

_____

_____

_____ _____
Grievant's Signature Date Principal's Signature Date

Step III -- Formal

SUPERINTENDENT -- If the grievant is not satisfied with the disposition of Step II, the grievance may proceed to Step III by submitting this form to the Superintendent with copies to the principal and the Association representative.

Reason for Proceeding to Step III: _____

_____

_____ _____

Date Grievant's Signature

Date Received by Superintendent: _____

Date of Meeting: _____

Step III Disposition: _____

_____

_____

_____ _____

Date Superintendent's Signature

(Additional pages may be used as needed.)

Step IV -- Formal

BOARD OF EDUCATION -- If the grievant is not satisfied with the disposition at Step III, the grievance may proceed to Step IV by submitting this form to the Treasurer of the Board with copies to the Superintendent, the principal and the Association representative.

Reason for Proceeding to Step IV:

_____ _____

Date Grievant's Signature

Date Received by Board:_____

Step IV Disposition:_____

_____

_____ _____

Date Board of Education

Step V

ARBITRATOR -- If the grievant is not satisfied with the disposition at Step IV, the grievance may proceed to Step V by submitting this form to the Treasurer of the Board with courtesy copies to the Superintendent, the principal and the Association representative.

Reason for Proceeding to Step V: _____

_____

_____	_____
Date	Grievant's Signature
_____	_____
Date	Received by Board

(Additional pages may be used as needed.)

REYNOLDSBURG CITY SCHOOL DISTRICT
PROFESSIONAL LEAVE REQUEST FORM

_____ _____
Name *(Please Print)* Date

School: _____

Date(s) of Meeting: _____

Date(s) Absent from School: _____

Substitute Needed *(please state dates)* _____
Month Day/Date Year

Event: _____ Location: _____

Reason for Attending: _____

Are You a Member of Organization Sponsoring this Event? _____
(NOTE: Receipts will be necessary for all expenses except mileage.)

Maximum Expenses Approved --
To Be Paid By Board

Registration..... $_____
Travel..... $_____
Lodging..... $_____
Meals ..... $_____
Other Expenses (specify):
_____ ..... $_____

TOTAL: $_____
Requested Advance: $_____

APPROVED BY: _____ _____
Principal/Supervisor Date

_____ _____
Superintendent Date

Complete and submit no less than five (5) days prior to date of event.

* *

PRINCIPAL'S USE ONLY -- Building Budget Yearly

Allocations: $_____
Balance Available: $_____
This Request: $_____

REYNOLDSBURG CITY SCHOOL DISTRICT
TEACHER REPRIMAND FORM

A. Information Regarding Teacher Being Reprimanded:

Teacher Name_____

Building_____

Contract Status_____ Assignment _____

B. Summary of Infraction/Incident: *(Additional pages may be used as necessary)* _____

_____

_____

_____

C. Teacher Response (Optional): *(Additional pages may be used as necessary)* _____

_____

_____

_____

D. Signatures:

_____ _____
Principal/Supervisor Date

_____ _____
Teacher Date

Signature by the teacher does not indicate that the teacher agrees with the reprimand but only that he/she has received a copy of the form.

REYNOLDSBURG CITY SCHOOL DISTRICT
TEACHER CLASSROOM OBSERVATION FORM

Teacher _____ Observer _____

Grade/Subj _____ Observation Date _____

Appraisal Scale:

E	=	Excellent
G	=	Good
S	=	Satisfactory
NI	=	Needs Improvement
U	=	Unsatisfactory
NO	=	Not Observed

Starting Time _____ Ending Time _____

I. INSTRUCTIONAL PROCEDURES

A. Classroom Teachers Only

_____ Evidence of planning
_____ Organization of instructional procedures
_____ Provides for differences in capacities of pupils
_____ Use of resourceful techniques
_____ Use appropriate procedures to evaluate student learning
_____ Skill in presentation
_____ Student participation
_____ Knowledge of subject matter

B. Library/Media Specialists Only

_____ Establishes rapport with school faculty, staff, and students
_____ Plans and manages a flexible budget which reflects the instructional program
_____ Organizes and develops media center staff, collections, facilities and services to support the outcomes of the instructional program
_____ Maintains an inventory of materials and equipment
_____ Provides a positive media center climate and an environment conducive to learning
_____ Investigates and encourages the use of new technology
_____ Develops policies and procedures for the selection of learning resources using professional selection tools, staff and student input, and instructional outcomes
_____ Develops a materials collection which meets instructional, informational, and recreational needs of students and staff
_____ Implements procedures for ordering, receiving and processing learning resources
_____ Classifies and catalogs learning resources according to accepted standards

_____ Maintains an accurate catalog according to established rules
_____ Develops an efficient system for lending, renewing, reserving and recalling needed learning resources and equipment
_____ Routes resources and professional instructional materials to staff when appropriate
_____ Provides guidance for students and teachers concerning information retrieval and materials selection and use
_____ Conveys enthusiasm for books and reading
_____ Communicates effectively with teachers and administrators
_____ Promotes the media program through media celebrations, bulletin boards, displays, and other publicity materials
_____ Plans with teachers to identify and integrate media and information skills with classroom instruction for independent and continued learning
_____ Demonstrates knowledge of the school general curricula and outcome objectives
_____ Serves as an instructional resource consultant and media specialist to teachers
_____ Encourages independent use of the facility, collection, and equipment by students and staff
_____ Keeps abreast of current developments in library and information science, media services, and education
_____ Prepares well-planned and organized lessons on information skills as needed
_____ Demonstrates knowledge of the subject matter
_____ Demonstrates skill in lesson presentation
_____ Uses appropriate teaching techniques

C. School Counselors Only

_____ Maintains ethical standards
_____ Appropriately regards confidentiality issues
_____ Meets special needs of individual students by providing short term counseling or behavior maintenance
_____ Coordinates services to students with classroom teacher and Administration
_____ Provides classroom guidance presentations for student development as appropriate to grade level
_____ Demonstrates the ability to initiate varied counseling strategies (i.e.: small group, individual counseling, crisis intervention, etc.)
_____ Is available to students, parents and outside mental health personnel for consultation and input
_____ Utilizes and coordinates community mental health services when appropriate
_____ Is knowledgeable of practices in the school counseling profession
_____ Is visible in the building
_____ Effectively communicates with students, parents and staff

II. MANAGEMENT SKILLS

_____ Organization of materials and supplies
_____ Renders prompt and accurate reports
_____ Follows building and Board procedures and regulations
_____ Maintains student discipline
_____ Organization of classroom

III. PUPIL-TEACHER RELATIONSHIP

_____ Helps child to develop and maintain good self-concept
_____ Establishes good rapport

Observer's Comments:

Teacher's Comments:

_____
Observer's Signature

_____
Teacher's Signature

_____
Conference Date

The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form.

(Additional pages may be used as desired)

REYNOLDSBURG CITY SCHOOL DISTRICT
TEACHER SUMMATIVE EVALUATION FORM

Teacher _____ Observer _____

Grade/Subj _____ Observation Date _____

Appraisal Scale:

E	=	Excellent
G	=	Good
S	=	Satisfactory
NI	=	Needs Improvement
U	=	Unsatisfactory
NO	=	Not Observed

Starting Time _____ Ending Time _____

I. INSTRUCTIONAL PROCEDURES

A. Classroom Teachers Only

_____ Evidence of planning
_____ Organization of instructional procedures
_____ Provides for differences in capacities of pupils
_____ Use of resourceful techniques
_____ Use appropriate procedures to evaluate student learning
_____ Skill in presentation
_____ Student participation
_____ Knowledge of subject matter

B. Library/Media Specialists Only

_____ Establishes rapport with school faculty, staff, and students
_____ Plans and manages a flexible budget which reflects the instructional program
_____ Organizes and develops media center staff, collections, facilities and services to support the outcomes of the instructional program
_____ Maintains an inventory of materials and equipment
_____ Provides a positive media center climate and an environment conducive to learning
_____ Investigates and encourages the use of new technology
_____ Develops policies and procedures for the selection of learning resources using professional selection tools, staff and student input, and instructional outcomes
_____ Develops a materials collection which meets instructional, informational, and recreational needs of students and staff
_____ Implements procedures for ordering, receiving and processing learning resources
_____ Classifies and catalogs learning resources according to accepted standards
_____ Maintains an accurate catalog according to established rules

_____ Develops an efficient system for lending, renewing, reserving and recalling needed learning resources and equipment
_____ Routes resources and professional instructional materials to staff when appropriate
_____ Provides guidance for students and teachers concerning information retrieval and materials selection and use
_____ Conveys enthusiasm for books and reading
_____ Communicates effectively with teachers and administrators
_____ Promotes the media program through media celebrations, bulletin boards, displays, and other publicity materials
_____ Plans with teachers to identify and integrate media and information skills with classroom instruction for independent and continued learning
_____ Demonstrates knowledge of the school general curricula and outcome objectives
_____ Serves as an instructional resource consultant and media specialist to teachers
_____ Encourages independent use of the facility, collection, and equipment by students and staff
_____ Keeps abreast of current developments in library and information science, media services, and education
_____ Prepares well-planned and organized lessons on information skills as needed
_____ Demonstrates knowledge of the subject matter
_____ Demonstrates skill in lesson presentation
_____ Uses appropriate teaching techniques

C. School Counselors Only

_____ Maintains ethical standards
_____ Appropriately regards confidentiality issues
_____ Meets special needs of individual students by providing short term counseling or behavior maintenance
_____ Coordinates services to students with classroom teacher and Administration
_____ Provides classroom guidance presentations for student development as appropriate to grade level
_____ Demonstrates the ability to initiate varied counseling strategies (i.e.: small group, individual counseling, crisis intervention, etc.)
_____ Is available to students, parents and outside mental health personnel for consultation and input
_____ Utilizes and coordinates community mental health services when appropriate
_____ Is knowledgeable of practices in the school counseling profession
_____ Is visible in the building
_____ Effectively communicates with students, parents and staff

II. MANAGEMENT SKILLS

_____ Organization of materials and supplies
_____ Renders prompt and accurate reports
_____ Follows building and Board procedures and regulations
_____ Maintains student discipline
_____ Organization of classroom

III. PUPIL-TEACHER RELATIONSHIP

_____ Helps child to develop and maintain good self-concept
_____ Establishes good rapport

IV. PARENT-TEACHER RELATIONSHIPS

_____ Encourages conferences with parents when appropriate
_____ Conducts conferences in a professional manner
_____ Communicates in a professional manner

V. STAFF-TEACHER RELATIONSHIPS

_____ Works in a positive manner with school personnel (human relations)
_____ Maintains communication

VI. PERSONAL CHARACTERISTICS

_____ Reliable
_____ Adaptable

VII. PROFESSIONAL IMPROVEMENT

This category is not to be rated but may be commented on when appropriate (professional meetings, workshops, programs, etc.)

Observer's Comments:

Teacher's Comments:

This summative rating of the above-named teacher for this school year is (*check one*):

____ Excellent
____ Good
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory

_____ _____
Evaluator's Signature Date

_____ _____
Teacher's Signature Date

The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form.

(Additional pages may be used as desired)

APPENDIX F

REYNOLDSBURG CITY SCHOOL DISTRICT
TEACHER EVALUATION WRITTEN
PLAN FOR IMPROVEMENT FORM

Teacher's Name _____

Position _____

Evaluator's Name _____

Date _____

The following is a written plan for improvement for deficiencies noted in the evaluation of the above-named teacher:

_____

_____

_____

_____

_____

_____ _____
Evaluator's Signature Date Teacher's Signature Date

APPENDIX G

REYNOLDSBURG CITY SCHOOL DISTRICT
TEACHER APPLICATION FOR POSTED POSITION FORM

Teacher Name _____

Current Assignment/Bldg _____/_____

Current Area(s) of Certification _____

Name of Immediate Supervisor _____

Posted Position For Which Teacher Is Applying

_____

Why do you want the position? *(Attach additional pages as necessary*_____

_____

_____

_____

_____ _____
Teacher Signature Date

Received By:

_____ _____
Administrator Signature Date

REYNOLDSBURG CITY SCHOOL DISTRICT
CERTIFIED EMPLOYEE SALARY INDEX
AUGUST 1, 2011, THROUGH JULY 31, 2014

YEARS	BS	BS/150 HRS	MASTERS	MA+30 HRS
0	1.0000	1.0400	1.1249	1.1649
1	1.0400	1.0816	1.1699	1.2115
2	1.0816	1.1249	1.2167	1.2600
3	1.1249	1.1699	1.2653	1.3104
4	1.1699	1.2167	1.3159	1.3628
5	1.2167	1.2653	1.3686	1.4173
6	1.2653	1.3159	1.4233	1.4740
7	1.3159	1.3686	1.4802	1.5329
8	1.3686	1.4233	1.5395	1.5942
9	1.4233	1.4802	1.6010	1.6580
10	1.4802	1.5395	1.6651	1.7243
11	1.5395	1.6010	1.7317	1.7933
12	1.6010	1.6651	1.8009	1.8650
13	1.6651	1.7317	1.8730	1.9396
14	---	1.8009	1.9479	2.0172
15	---	---	2.0258	2.0979
27	---	---	2.1037	2.1786

REYNOLDSBURG CITY SCHOOL DISTRICT
CERTIFIED EMPLOYEE SALARY SCHEDULE
AUGUST 1, 2011, THROUGH JULY 31, 2014

YEARS	BS	BS/150 HRS	MASTERS	MA+30 HRS
0	**$38,521**	**$40,062**	**$43,332**	**$44,873**
	1.0000	1.0400	1.1249	1.1649
1	**$40,062**	**$41,664**	**$45,066**	**$46,668**
	1.0400	1.0816	1.1699	1.2115
2	**$41,664**	**$43,332**	**$46,869**	**$48,536**
	1.0816	1.1249	1.2167	1.2600
3	**$43,332**	**$45,066**	**$48,741**	**$50,478**
	1.1249	1.1699	1.2653	1.3104
4	**$45,066**	**$46,869**	**$50,690**	**$52,496**
	1.1699	1.2167	1.3159	1.3628
5	**$46,869**	**$48,741**	**$52,720**	**$54,596**
	1.2167	1.2653	1.3686	1.4173
6	**$48,741**	**$50,690**	**$54,827**	**$56,780**
	1.2653	1.3159	1.4233	1.4740
7	**$50,690**	**$52,720**	**$57,019**	**$59,049**
	1.3159	1.3686	1.4802	1.5329
8	**$52,720**	**$54,827**	**$59,303**	**$61,410**
	1.3686	1.4233	1.5395	1.5942
9	**$54,827**	**$57,019**	**$61,672**	**$63,868**
	1.4233	1.4802	1.6010	1.6580
10	**$57,019**	**$59,303**	**$64,141**	**$66,422**
	1.4802	1.5395	1.6651	1.7243
11	**$59,303**	**$61,672**	**$66,707**	**$69,080**
	1.5395	1.6010	1.7317	1.7933
12	**$61,672**	**$64,141**	**$69,372**	**$71,842**
	1.6010	1.6651	1.8009	1.8650
13	**$64,141**	**$66,707**	**$72,150**	**$74,715**
	1.6651	1.7317	1.8730	1.9396
14		**$69,372**	**$75,035**	**$77,705**
		1.8009	1.9479	2.0172
15			**$78,036**	**$80,813**
			2.0258	2.0979
27			**$81,037**	**$83,922**
			2.1037	2.1786

REYNOLDSBURG CITY SCHOOL DISTRICT CERTIFIED EMPLOYEE SUPPLEMENTAL COMPENSATION INDEX

Salary will be determined as a percentage of the BA-0 base salary.

LEVEL	GROUP											
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
1	½%	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	12%
2	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	13%
3			4%	5%	6%	7%	8%	9%	10%	11%	12%	14%
4					7%	8%	9%	10%	11%	12%	13%	15%
5							10%	11%	12%	13%	14%	16%
6										14%	15%	18%
7										15%	16%	19%

1. Level of placement will be determined each year by experience and performance as determined by the Superintendent. Movement between levels is not to be considered automatic.

2. Consideration in initial level of placement will be given to experience gained in other positions in Reynoldsburg or other school districts.

3. When a new supplemental duty contract is created, the Superintendent will determine the group and level of placement after a conference with the individual involved in or responsible for the activity.

4. If the Superintendent determines there is a substantial change in the nature of the duties such as, but not limited to, the number of students served, amount of time required, or the level of responsibility required, the Superintendent may assign the position to a different group. The individual involved may request a conference to discuss the change.

5. The Board is not required to fill any supplemental duty position.

6. All supplemental duties are in addition to teaching contracts.

7. It is further understood and agreed that the compensation for supplemental duties shall be paid in accordance with the supplemental compensation index stated above as a percentage of the BA-0 base salary which is in effect at the time the supplemental contract duties are scheduled to begin.

REYNOLDSBURG CITY SCHOOL DISTRICT
CERTIFIED EMPLOYEE SUPPLEMENTAL
COMPENSATION SCHEDULE

GROUP XII:
Instrumental Music Advisor - HS
Basketball (Boys) -- Head Varsity
Basketball (Girls) -- Head Varsity
Football -- Head Varsity
Wrestling -- Head Varsity

GROUP XI:
Baseball -- Head Varsity
Softball -- Head Varsity
Track (Boys & Girls) -- Head Varsity
Athletic Faculty Manager - HS

GROUP X:
Asst. Inst. Music Adv. - HS
String Music Dir. - HS
Vocal Music Dir. - HS
Instrumental Music Dir. - JH
Basketball (Boys) -- Reserve
Basketball (Girls) — Reserve
Cheerleading -- Head Varsity (All Year) or
Seasonal Var. and Res.
Cross Country (Boys & Girls) -- Head Varsity
Football -- Asst. Varsity/Reserve
Golf -- Head Varsity
Soccer (Boys) — Head Varsity
Soccer (Girls) — Head Varsity
Swimming (Boys & Girls) — Head Varsity
Tennis (Boys) — Head Varsity
Tennis (Girls) — Head Varsity
Volleyball — Head Varsity
Wrestling — Reserve

GROUP IX:
Newspaper Advisor - HS
Yearbook Advisor - HS
Vocal Music Director - JH
Baseball — Reserve
Basketball (Boys) -- Asst. Varsity
Basketball (Girls) — Asst. Varsity
Cheerleading — Reserve (All Year)
Cross Country (Boys & Girls) — Reserve
Football — Ninth Grade
Golf — Reserve (Includes Ninth Grade)
Soccer (Boys) -- Reserve
Soccer (Girls) — Reserve
Softball -- Reserve
Tennis (Boys) — Reserve
Tennis (Girls) — Reserve

Track (Boys & Girls) — Reserve
Volleyball — Reserve
Wrestling — Asst. Varsity

GROUP VIII: Drama Advisor - HS
Student Council Advisor - HS
Instrumental Music Dir. - MS
Baseball -- Asst. Varsity
Baseball — Ninth Grade
Basketball (Boys) — Ninth Grade
Basketball (Girls) — Ninth Grade
Cheerleading — Ninth Grade
Cross Country (Boys & Girls) — Asst. Varsity
Football — Eighth Grade
Football — Seventh Grade
Soccer (Boys) -- Asst. Varsity
Soccer (Girls) — Asst. Varsity
Softball — Asst. Varsity
Softball — Ninth Grade
Swimming (Boys & Girls) — Reserve
Track (Boys & Girls) — Asst. Varsity
Volleyball – Asst. Varsity
Volleyball — Ninth Grade

GROUP VII: Flag Front Advisor - HS
Student Council Advisor - JH
Asst. String (JH & MS)
Baseball — Eighth Grade
Baseball — Seventh Grade
Basketball (Boys) — Eighth Grade
Basketball (Girls) — Eighth Grade
Basketball (Boys) — Seventh Grade
Basketball (Girls) — Seventh Grade
Cheerleading — Eighth Grade
Cheerleading — Seventh Grade
or Seasonal Eighth & Seventh
Cross Country (Boys & Girls) — Seventh & Eighth Grade
Golf — Seventh & Eighth Grade
Softball — Eighth Grade
Softball — Seventh Grade
Tennis (Boys) — Seventh & Eighth Grade
Tennis (Girls) — Seventh & Eighth Grade
Track (Boys & Girls) — Seventh and Eighth Grade
Volleyball — Eighth Grade
Volleyball — Seventh Grade
Wrestling — Seventh & Eighth Grade
Wrestling — Mat Stat Advisor - HS
Yearbook Advisor - JH
Athletic Faculty Manager – JH

GROUP VI:	Senior Class Advisor Junior Class Advisor
GROUP V:	Character Education Coordinator In-the-Know Advisor - HS Vocal Music Director – MS
GROUP IV:	IAT - HS IAT - JH IAT - MS IAT - Elementary
GROUP III:	None
GROUP II:	National Honor Society Science Day Coordinator - HS & JH Elementary Chorus/Music (AT LEAST 3 AFTER SCHOOL PERF./YR.)
GROUP I:	None

*Includes Band Camp

REYNOLDSBURG CITY SCHOOL DISTRICT
TUTOR WAGE RATE SCHEDULE
AUGUST 1, 2011, THROUGH JULY 31, 2014

YEARS	BS	BS/150 HRS	MASTERS	MA+30 HRS
0	$28.88	30.04	32.49	33.64
	1.0000	1.0400	1.1249	1.1649
1	30.04	31.24	33.79	34.99
	1.0400	1.0816	1.1699	1.2115
2	31.24	32.49	35.14	36.39
	1.0816	1.1249	1.2167	1.2600
3	32.49	33.79	36.54	37.84
	1.1249	1.1699	1.2653	1.3104
4	33.79	35.14	38.00	39.36
	1.1699	1.2167	1.3159	1.3628
5	35.14	36.54	39.53	40.93
	1.2167	1.2653	1.3686	1.4173
6	36.54	38.00	41.10	42.57
	1.2653	1.3159	1.4233	1.4740
7	38.00	39.53	42.75	44.27
	1.3159	1.3686	1.4802	1.5329
8	39.53	41.10	44.46	46.04
	1.3686	1.4233	1.5395	1.5942
9	41.10	42.75	46.24	47.88
	1.4233	1.4802	1.6010	1.6580
10	42.75	44.46	48.09	49.80
	1.4802	1.5395	1.6651	1.7243
11	44.46	46.24	50.01	51.79
	1.5395	1.6010	1.7317	1.7933
12	46.24	48.09	52.01	53.86
	1.6010	1.6651	1.8009	1.8650
13	48.09	50.01	54.09	56.02
	1.6651	1.7317	1.8730	1.9396
14	48.09	52.01	56.26	58.26
	1.6651	1.8009	1.9479	2.0172
15	48.09	52.01	58.51	60.59
	1.6651	1.8009	2.0258	2.0979
27	48.09	52.01	60.75	62.92
	1.6651	1.8009	2.1037	2.1786

REYNOLDSBURG CITY SCHOOL DISTRICT
SUMMARY OF INSURANCE SPECIFICATIONS

1. Lifetime Maximum Benefit for Eligible Expenses.....$2,000,000
2. Deductible (Calendar year)
   In network
   per person..... $400
   per family..... $800
   Out of network
   per person..... $800
   per family.....$1,600
3. Percentage for all Care and Treatment
   In Network..... 90%
   Out of Network..... 70%
   __. Co-insurance Limit
   In-network
   per person.....$1,000
   per family.....$2,000
   Out of network
   per person.....$2,000
   per family.....$4,000
4. Individual Out-of-Pocket Maximum per year including deductible:
   In Network.....Per Person: $1,400 / Per Family: $2,800
   Out of Network.....Per Person: $2,800 / Per Family: $5,600
5. Special Care Units.....R&C, Subject to deduc. & coinsur.
6. Ancillary Services Maximum..... R&C, subject to deduc. & coinsur.
7. In-Hospital Physician Visits.....R&C, Subject to deduc. & coinsur.
8. Diagnostic, X-Ray and Lab
   In & Out Patient..... R&C, subject to deduc. & coinsur.
9. Routine Pap Smear, Prostate Test or Mammogram
   In network..... $20 copay, then 100% R&C
   Out of network.....70% after deductible
10. Surgical Services.....R&C, Subject to deduc. & coinsur.
11. Anesthesia.....R&C, Subject to deduc. & coinsur.
12. Inpatient Therapy Services.....R&C, Subject to deduc. & coinsur.
13. Occupational Therapy.....R&C, Subject to deduc. & coinsur.
14. Home Health Care Services.....R&C, Subject to deduc. & coinsur.
    Calendar year Maximum..... 100 visits
15. Hospice Care.....R&C, Subject to ded. & coins.
16. Pregnancy Services.....Treated as any other illness
17. Newborn Exam - first inpatient visit only.....Covered under Mother
18. Pre-Admission Testing.....R&C, Subject to deduc. & coinsur.
19. Voluntary second or third opinion.....R&C, Subject to deduc. & coinsur.
20. Emergency Room Treatment..... separate $50 co-pay
    waived if admitted and R&C, Subject to deduc. & coinsur.
    __. Urgent Care Co-Pay
    In-network..... $20
    Out-of-network.....70% after deductible
21. Mental, Nervous Disorders
    and Substance Abuse.....R&C, Subject to deduc. & coinsur.
    Calendar Year Maximum.....Inpatient $25,000 - Outpatient $5,000
    Remove exclusion for marriage counseling
22. Abortion.....not covered unless medically necessary
23. Tubal and Vasectomy
    In Network.....R&C, Subject to deduc. & coinsur.
    Out of Network.....R&C, Subject to deduc. & coinsur.
24. All office visits
    In-network.....$20 co-pay in network (copay does not apply toward deductible)
    Out-of-network.....70% after deductible

25. Prescription Benefit Card (Retail – 30-day supply) ..... $10.00 generic/50% of cost up to a max of $50.00 name brand
    Mail Order (90-day supply) ..... $20.00 generic/50% of cost up to a max of $100.00 name brand
    Generic copay applies to all generics
    Name brand copay applies to all brand name drugs, regardless of whether there is a generic equivalent
26. Routine Physical Exam ..... Office visit copay $20; then 100% in network
27. All Immunizations ..... Office visit copay $20; then 100% in network
28. Well Child Care Services Including Exam and Immunizations ..... Office visit copay $20; then 100% in network
29. Well Child Care Laboratory Tests ..... Office visit copay $20; then 100% in network
30. Colonoscopy ..... Office visit copay $20; then 100% in network
31. Supplemental Accident ..... Subject to deduc. & coinsur.

Note: All services are subject to deductible and coinsurance unless otherwise indicated. Flat dollar copays do not apply toward deductible or out-of-pocket maximums.

REYNOLDSBURG CITY SCHOOL DISTRICT
EDUCATIONAL FACILITIES CONCERNS FORM

A copy of the Educational Facilities Form shall be given to the designated Building Representative.

Statement of Concern: _____

Date, time and location *(if applicable)*: _____

Suggested Resolution: _____

_____ _____
Signature of Initiator Date

STEP 1 -- BUILDING PRINCIPAL

Disposition: _____

_____ _____
Signature of Principal Date
(Copy to Building Representative)

STEP 2 -- BUSINESS MANAGER

Reason for Step 2: _____

_____ _____
Signature of Initiator Date

Disposition: _____

_____ _____
Signature of Director or Manager Date

STEP 3 -- SUPERINTENDENT

Reason for Step 3: _____

_____ _____
Signature of Initiator Date

Disposition: _____

_____ _____
Signature of Superintendent Date