

K#28482

12-MED-03-0306
1944-01

MASTER AGREEMENT

BETWEEN THE

ROOTSTOWN EDUCATION ASSOCIATION AND THE

ROOTSTOWN BOARD OF EDUCATION

STATE EMPLOYMENT
RELATIONS BOARD
2012 AUG 13 P 2:29

AUGUST 1, 2012 THROUGH JULY 31, 2015

94

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
1	RECOGNITION	1
2	NEGOTIATIONS PROCEDURE.....	1
	A.	1
	B. Initiating the Negotiations Procedure	1
	C. Negotiations Meetings	1
	D. Agreement	2
	E. Disagreement	3
	F.	3
	G. Negotiations in Closed Session	3
	H.	3
3	ASSOCIATION RIGHTS.....	3
4	CURRICULUM INPUT	5
5	TEACHING RIGHTS	5
	A. Academic Freedom	5
	B. Student Removal	5
	C. Teachers Supervising Internet Usage	5
	D. Specialized Health Care Procedures	6
	E. Special Needs Students	6
	F.	6
	G.	6
6	BUDGET/HOME OFFICE.....	6
7	FACILITIES PLANNING.....	7
8	POLICIES.....	7
9	CLASS SIZE	7
10	SUPERVISING STUDENT-TEACHERS	9
11	WORKING CONDITIONS.....	9
12	VACANCIES, TRANSFERS, ASSIGNMENTS	10
13	COMPLAINT PROCEDURE.....	13
	A.	13
	B.	13
	C. Complaints Against Teachers.....	13
	D.	15

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
14	PERSONNEL FILE	15
15	TEACHER CONTRACTS	16
	A.	16
	B.	16
	C. Limited Contracts	16
	D. Continuing Contracts	17
	E.	19
	F.	19
16	EVALUATION: POLICY, PROCEDURE(S), PRACTICE(S), AND PROCESS(ES)....	19
	A. Preamble and Philosophy	20
	B. Methods of Evaluation	20
	C. Cycles of Evaluation	21
	D. Evaluation-Visitation-Observation Feedback-Reporting	22
	E. Evaluation Documents.....	24
	F. Appraisal of the Evaluation System	24
	G.	25
	H.	25
	I. Other	25
17	REDUCTION IN FORCE	26
	A. Preamble.....	26
	B. Cause(s)	26
	C. Procedure	26
	D. Reemployment and Replacement Provisos	28
18	SCHOOL CALENDAR AND DAY	30
19	STAFF MEETINGS	30
20	PREPARATION AND PLANNING TIME	31
21	SUBSTITUTING	31
22	LEAVES OF ABSENCE	32
	A. Sick Leave	32
	B. Compulsory Leave	32
	C. Leave for Jury Duty.....	32
	D. Assault Leave	33
	E. Personal Leave	33
	F. Attendance Incentives	34
	G. Professional Leave	34
	H. Sabbatical Leave of Absence	36
	I. Unpaid Paternity/Maternity/Adoption	37
	J. Military Leave	38
	K. Political Leave.....	38

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
	L. Other Leaves of Absence	39
	M. Family and Medical Leave Act.....	39
23	DEDUCTIONS	40
	A. Required Deductions	40
	B. Voluntary Deductions.....	40
	C. Professional Association Dues and Financial Security	41
24	PAYROLL	42
25	SALARY PROCEDURE	43
	A. General Principles.....	43
	B. Classifications	43
	C. Purpose of Salary Schedule	43
	D. Description and Provisions of Salary Schedule.....	44
26	SALARY AND INDEX	45
	A.	45
	B. Salary Schedule and Index for Placement	46
27	EXTENDED SERVICES	48
28	SUPPLEMENTAL SALARY	48
	A.	48
	B.	48
	C.	48
	D.	48
	E.	48
	F. Supplemental Index	49
	G.	49
	H.	49
	I.	49
29	MILEAGE	50
30	TUTORS	50
	A.	50
	B.	50
	C.	50
	D.	50
	E.	50
	F. Salary Schedule Index in Placement.....	51
	G. Salary Schedule for Tutors BA = 0 – Effective 8/1/11	51
31	INSURANCE	51
	A. Comprehensive Major Medical Plan.....	51

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
32	PROFESSIONAL DEVELOPMENT PROGRAM	55
33	SEVERANCE PAY	56
34	GRIEVANCE PROCEDURE	57
	A. Definitions	57
	B. Purpose	57
	C. General Practices	57
	D. Informal Procedure	58
	E. Formal Procedure	58
35	RETIREMENT INCENTIVE PLAN	60
36	CONTRACT MAINTENANCE	61
	A. Entire Agreement Clause	61
	B. Waiver of Negotiation	61
	C. Conflict With Law Clause	62
37	ENTRY YEAR PROGRAM	62
	A. Definitions	62
	B. Selection and Assignment of Mentor Teachers – Organization	62
	C. Structure of the Entry Year Program	63
	D. Long-Range Mentor Training and Rewards	65
38	MANAGEMENT RIGHTS	65
	A. Management Rights per Statute	65
39	CONTINUOUS IMPROVEMENT PLAN	66
40	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	66
	A. Section 1: Establishment of Committee	66
	B. Section 2: Purpose	66
	C. Section 3: Membership and Vacancies	67
	D. Section 4: Terms	67
	E. Section 5: Meetings	67
	F. Section 6: Decision Making	67
	G. Section 7: Appeals Process	68
	H. Section 8: Compensation	68
41	SENIORITY	68
	A. Seniority Defined	68
	B. Posting of Seniority List	69
	C. Correction of Inaccuracies	69
	D. Loss of Seniority	69
42	NEW LICENSURE STATUS	70

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
43	DURATION AND INTENT OF AGREEMENT	70
	SIGNATURES TO AGREEMENT	70
	MEMORANDUM OF UNDERSTANDING	71
APPENDIX A	TEACHER'S CONTRACT - LIMITED.....	72
APPENDIX B	TEACHER'S CONTRACT - CONTINUING	73
APPENDIX C	SUPPLEMENTAL CONTRACT.....	74
APPENDIX D	SALARY NOTIFICATION	75
APPENDIX E	EVALUATION OF TEACHING PERFORMANCE.....	76
APPENDIX F	CLASS SUBSTITUTE PAY	79
APPENDIX G	SICK LEAVE REQUEST FORM	80
APPENDIX H	PERSONAL LEAVE REQUEST FORM	81
APPENDIX I	PROFESSIONAL LEAVE REQUEST FORM	82
APPENDIX J	TUITION REIMBURSEMENT FORM.....	83
APPENDIX K	GRIEVANCE FORM.....	84
APPENDIX L	DRUG-FREE WORKPLACE	85
APPENDIX M	NO SMOKING POLICY	86
APPENDIX N	STAFFING FOR THE 2011-12 SCHOOL YEAR QUESTIONNAIRE	87

ARTICLE 1. RECOGNITION

- A. Having demonstrated to the Rootstown Board of Education (hereafter referred to as the "Board") that the Rootstown Education Association (hereafter referred to as the "REA" or the "Association"), an affiliate of the North Eastern Ohio Education Association, the Ohio Education Association, and the National Education Association, presently represents the certified/licensed teaching personnel employed by the Board (with the exception of Superintendent and his/her administrative staff, all Administrative Directors, Principals, Assistant Principals, Supervisors, Administrative Coordinators, Administrative Assistants, and any other person engaged at least fifty percent (50%) of the time in the administration and supervision of professional personnel, not including Guidance Counselors, etc.), hereafter referred to as the "bargaining unit," the Board of Education hereby recognizes the Association as the sole and exclusive representative for the bargaining unit; and the rights and privileges of the Association and its representatives, as set forth in this Agreement, shall continue from year to year until and unless challenged by petition as provided herein. By October 1 of each year, the Association shall provide a list of its members not on payroll deduction if requested by the Board of Education.
- B. Any challenge to the representation of this bargaining unit as defined in Section A., above, shall be conducted in compliance with and pursuant to Ohio Revised Code Section 4117.04.
- C. For the purposes of receiving insurance benefits, bargaining unit members must be daily assigned at least five (5) hours of classroom instruction and/or other supervisory, counseling, coordination, or record keeping tasks/assignments.
- D. The Board of Education shall hire a qualified Registered Nurse to be housed in the district to service students.

ARTICLE 2. NEGOTIATIONS PROCEDURE

- A. The Board will enter into an agreement with the Association for purposes of establishing a negotiations procedure and negotiate in "good faith" a professional salary schedule, fringe benefits, welfare provisions, grievance procedures, participation in the formation of potential Board Policy, and other terms or conditions of employment.
- B. **INITIATING THE NEGOTIATIONS PROCEDURE:** A written request for meeting will be submitted by the Association to the Superintendent, or by the Superintendent to the President of the Association, not later than March 15 of the year during which this Agreement expires, unless another date is mutually agreed upon by the Association and the Board.
- C. **NEGOTIATIONS MEETINGS:** Meetings between the negotiating team of the Association and the Superintendent and/or his official designee(s) will be scheduled for

a mutually satisfactory time within fifteen (15) days after the request for a meeting, unless a mutually satisfactory later date is agreed upon. The subject matter to be considered at the first meeting will be presented in writing at that time and will serve as a guide in developing an agenda. At that time, a second meeting shall be set to exchange proposals. Negotiations shall be completed within thirty (30) days from the date of this meeting, unless there is a mutually agreed upon extension.

1. Pertinent data and supporting information, proposals, and counter proposals will be presented. Each in good faith, listens to the views of the other.

Both sides agree to provide the other with data pertinent to areas that are the proper subject of negotiations and supporting information, within a reasonable time, in such form as it exists.

2. Each Negotiating Team shall have not more than four (4) members and one (1) other professional negotiator, if desired.
3. Consultants, in addition to the professional negotiator, may be used if deemed advisable by both parties in an advisory role or for purposes of clarification.
4. Each team is responsible for making periodic progress reports to the respective party they represent during negotiations.
5. While discussions are in progress, any release prepared for the news media shall be jointly prepared by the parties.
6. All proposals and counter proposals shall be presented in written form. This does not preclude exchanging and considering verbal proposals.

D. AGREEMENT

1. Tentative Agreements: As items are negotiated and agreement reached, said items shall be reduced to writing and signed by a representative of each team.
2. When the parties reach a Tentative Contractual Agreement, it shall be reduced to writing, and presented to the Board by the Superintendent and to the membership of the Association by its President.
3. Adoption of the aforesaid Agreement shall be accomplished by first submitting the proposed Agreement to the Association membership within ten (10) days for its consideration. If ratified by the Association, the proposed Agreement shall be submitted for the consideration of the Board no later than ten (10) days after notification of ratification by the Association.
4. It shall be the responsibility of the Association to compile and print the Negotiated Contract, and to provide copies for all Board members, the Superintendent,

Treasurer, and Building Principals. The cost shall be equally shared by the Board and the Association. The cover design shall be chosen by the Superintendent and the Association President.

- E. **DISAGREEMENT:** In the event of a bargaining impasse, or if the parties have not reached an agreement within thirty (30) days of the first negotiations meeting, the teams shall report back to their respective parties for further advice and input. Neither party would be required to meet further; but thirty (30) days prior to expiration date of the current Contract, either party may request federal mediation. The other party shall join in resumed discussion in accordance with the rules and under the supervision of the Federal Mediation and Conciliation Service (FMCS). Costs directly connected with the mediation provided by the FMCS (if any) shall be shared equally by the Board and the Association. If mediation is unsuccessful, either party may submit unresolved issues to the statutory fact-finding procedure.
- F. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in "good faith," but such obligation does not compel either party to agree to a proposal or require the making of a concession. If a proposal is unacceptable to one of the teams, that team is obligated to respond with a counter proposal or give reasons for its rejection of the proposal.
- G. **NEGOTIATIONS IN CLOSED SESSION:** All negotiations sessions shall be in closed session with only members of the teams and others, as mutually agreed to between the teams, present when the negotiations session is being held.
- H. "Days" herein and throughout this Agreement shall mean calendar days unless otherwise specified by the parties.

ARTICLE 3. ASSOCIATION RIGHTS

- A. A copy of the Board Agenda shall be made available to the REA President twenty-four (24) hours prior to the Board meeting. Copies of the minutes of each Board meeting will be available on-line.
- B. Prior to final adoption and/or general publication of Board policy, Student Handbooks, course catalogs and the course selection guides, the Superintendent will provide appropriate information to the REA President regarding any major change in fiscal or educational policy. Policy changes shall follow through the current "Two Reading" process.
- C. The Association shall have the right to use inter-school telephones for communications to teachers, providing such does not interfere with the scheduled activities of the teachers. The Association will reimburse the Board for long distance charges incurred for Association business upon request.

- D. The REA shall have the right to use the District Mail service, Public Address System, mailboxes, and bulletin boards, at least one of which shall be provided for Association use in each building, for the purpose of notices, communications, and matters of Association concern.
- E. Duly-authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- F. The REA, or any committee thereof, shall have the right to use school buildings and facilities, without charge, for Association meetings at times when a Custodian is normally on duty. Such use may occur when a Custodian is not normally on duty only with the prior approval of the Superintendent. Any request for use of special meeting facilities to conduct Association business shall be directed to the Principal for prior approval. When special custodial services for such meetings are required, the Board may make a reasonable charge for such services.
- G. The Association may have the right to use school-owned office equipment located in the staff lounge and audio-visual equipment, provided that:
 - 1. Such use does not interfere with normal functions of the school, and the Building Principal is notified.
 - 2. The use is strictly to serve the legitimate business of the Association, such as the production of records, notices, or correspondences.
 - 3. The purpose is for internal business use of the Association and not for public distribution.
 - 4. Cost of expendable supplies, and repairs for damage caused by misuse of equipment, will be charged to the Association.
- H. The Association shall have the right to meet during school time for a maximum of two (2) meetings per year: one during Orientation Day, and the other during the teacher InService Day. Each of these meetings shall be no longer than one (1) hour, and shall be first arranged with the Superintendent. All other general meetings shall be conducted after school hours at such times as not to interfere with job responsibilities.
- I. The REA President, and/or Designee, may receive class release time to work on school issues upon the mutual agreement of the Superintendent and REA President. Such release time will be covered under Article 21/Substituting.

ARTICLE 4. CURRICULUM INPUT

- A. In such instances as there shall be contemplated additions or deletions from the program; changes in curriculum; or consideration of any form of contract service education; there shall be constituted a Research Committee whose function it shall be to investigate the matter and make appropriate recommendation(s) to the Superintendent and the Board. Both the Board and the Association shall have the opportunity to appoint an equal number of representatives to the committee. The number of members shall be decided upon by the Superintendent and Association President. The final decision on implementation of (a) curriculum recommendation(s) rests with the Board.

ARTICLE 5. TEACHING RIGHTS

- A. **ACADEMIC FREEDOM:** A professional staff should seek to educate people in the democratic tradition, to foster a recognition of individual freedom/social responsibility; and it is recognized that these democratic values can be best transmitted in an atmosphere in which there is free discussion and exchange of ideas. Further, the teacher is recognized as the expert in the classroom. Therefore, the parties, recognizing academic freedom, agree that the teacher will determine the methods of presentation and the design of any particular course within the Course of Study Guidelines. If, in the judgment of the Administration, the method and/or design is indicated to be contrary to community and/or school district standards, the administration and the Association shall meet and agree on necessary changes. The Board shall not replace or displace any licensed faculty positions with any outside individual, agency or institution. Teachers will follow the State standards for the subject matter being taught.
- B. **STUDENT REMOVAL**
1. Teacher(s) may have the right to remove disruptive students from class, per Board Policy 5610. As soon as practical after removal, but no later than the end of the school day, the teacher shall submit in writing to the principal the reasons for the removal. In instances where safety of the member or other students may be at risk, a meeting between the principal and teacher must occur to determine and communicate an effective remedy. No student will return to class absent an explanation to the teacher as to reasons for reinstatement.
 2. Members shall be notified as soon as possible in advance of any student transferring into the district with a history of removal/discipline issues, if the district is aware.
- C. **TEACHERS SUPERVISING INTERNET USAGE:** Teachers supervising students using the internet shall take reasonable measures to assure that students are adhering to the District's Acceptable Use Policy signed by students/parents or guardians. Teachers

shall not suffer disciplinary action due to violation of the District's Acceptable Use Policy by students.

D. SPECIALIZED HEALTH CARE PROCEDURES: Certified School Nurses shall be the only certified employees to provide and conduct necessary medical procedures. Bargaining unit members other than certified School Nurses shall not be requested or required to perform any medical procedure on any student. No bargaining unit member shall be required to perform any custodial care services on any student.

E. SPECIAL NEEDS STUDENTS:

Time shall be provided during the regularly scheduled school day to create, write, update and modify any paperwork, reports, forms, etc. associated with a student on an IEP. Two (2) days of release time shall be granted to prepare IEPs. This time is in addition to any meetings that may be required in association with the creation of these plans. Every reasonable attempt will be made to provide the parents with the completed IEP forty eight (48) hours prior to the IEP meeting.

F. Each year, the Board shall conduct training during the regular contract hours for all bargaining unit members which shall encompass all State mandated criteria for administration of State tests. This training shall be provided by a testing coordinator or designee, as approved by the Superintendent and the Association President before October 1, with follow-up provided before March 1. The testing coordinator shall have attended all required meetings held by the State on the topic of testing. Should the district fail to provide adequate training or proper testing conditions, the bargaining unit member may refuse to administer the test without repercussions.

G. Any concerns related to a member shall be addressed within 24 hours of their occurrence or shall not be brought up again.

ARTICLE 6. BUDGET/HOME OFFICE

A. Input from teachers will be utilized in the construction of the building budgets.

B. Teachers will be informed of their budgets as soon as possible.

C. The Board recognizes that the duties of professional staff members extend beyond the on-the-job school day, and that such functions as lesson planning, paper grading, and other such preparation are often necessarily completed at home. Accordingly, lesson plans, which are fluid and changing documents, are expected for all teachers. It is understood that lesson plans may change at any time.

D. The Board recognizes that the duties of professional staff members extend beyond the on-the-job school day, therefore, additional requirements placed upon a teacher's time shall not be mandated unless negotiated through the Master Agreement. Teachers are

expected to communicate with parents, students and administrators; however, no specific means for doing so shall be mandated.

ARTICLE 7. FACILITIES PLANNING

- A. The Board/Administration will seek the input of teachers affected by any proposed new building, or major changes to current structure, room assignments, or equipment alterations. This input will be received and considered prior to any formal decision.

ARTICLE 8. POLICIES

- A. Up to date Board policies are available at www.neola.com/rootstown-oh. In the event that such service is no longer available or used, hard copies will be updated as changes are made and placed in each teacher's lounge and library in each building.

ARTICLE 9. CLASS SIZE

A. SCHEDULING

1. There shall be a Master Schedule Development Committee in each building. Membership shall consist of a member of each grade level, department and representatives from specials/electives. REA members shall be appointed by the Association president. An acceptable timeline shall be established with completed schedules being submitted within that timeline.
2. Any changes to the master schedule in each building shall be accomplished through this committee.
3. Should a committee fail to complete a schedule in the appropriate time frame, the building principal shall complete the schedule.

B. CLASS SIZE

1. We believe that the academic staff should be large enough to meet the demands imposed by the enrollment, the curriculum, and the specific needs of the pupils/community, and adequate to provide each staff member and students the opportunity for intellectual and professional growth.
2. The Board shall continue to strive to maintain a minimum class size, suitable to the subject area with special consideration for children, teachers, class space, and funding available.

3. The ratio of certified staff to pupils on a district-wide basis shall be at least one full-time equivalent licensed staff member per twenty-five (25) pupils in average daily membership. For counting teachers in this calculation, only regular, full-time, non-categorical (NOTE: Categorical is defined as intervention specialists and Tutors), nonfederal, non-administrative, actual in-class classroom teachers shall be counted.

C. SECONDARY

Every reasonable attempt will be made to have the total load of each regular classroom secondary teacher (grades 6-12) not exceed an average of twenty-five (25) students per class, excluding study hall, instrumental or voice music, or lunchroom supervision. The variation between course sections (courses as determined by the course selection handbook) shall not exceed four (4) students. Students leaving or entering the district after the start of the year shall not be counted as contributing to a discrepancy for that course section.

D. ELEMENTARY CLASS SIZE

Every reasonable attempt will be made to have Grades K-5 not exceed an average of twenty-five (25) pupils per each individual homeroom teacher. The "averages" as noted in A(3), B and C shall be calculated by adding the number of individual teachers in each set of grade groupings (i.e. K-5), and dividing them into the total number of pupils in all grades within the grade groupings. The variation between individual classrooms in a building in each grade level shall not exceed four (4) students. Students leaving or entering the district after the start of the year shall not be counted as contributing to a discrepancy for that course section. For counting teachers in this calculation, only regular, full-time, non-categorical (NOTE: Categorical is defined as intervention specialists and tutors), nonfederal, non-administrative, actual in-class classroom teacher shall be counted.

E. TRAVELING TEACHER CLASS LOAD

Attempts shall be made for teachers who teach in more than one building to travel only once per school day.

F. SPECIAL EDUCATION CLASS LOAD

The number of pupils in a special education unit shall be in accordance with the Rules for the Education of Handicapped Children. Waivers shall be sought through the State in instances where these rules can not be met by the district. Affected association members shall be informed that a waiver is being sought, and shall be given reasons as to why such a waiver is necessary.

G. STUDENT ENROLLMENT

1. Teachers will notify building administrators of overloads by the 5th working day of each semester. The building administrator will then have five (5) working days to correct the overload.
2. Classrooms in which there is equipment or other materials which may present safety concerns shall have a set maximum number of students (i.e. lab classes, computer classes, etc.). This number shall be discussed between the REA president and the superintendent. The final decision is left to the superintendent.

ARTICLE 10. SUPERVISING STUDENT-TEACHERS

- A. Student-Teachers will only be assigned with the approval of the affected classroom teacher and the building administrator. All teachers holding proper licensure will be apprised of the requests for student-teaching positions through the principals prior to any assignment and the prospective cooperating teacher may request an interview with the student teacher prior to taking an assignment.
- B. The Student-Teacher shall not be used as a substitute teacher.
- C. Policies established by the cooperating university, unless they are in conflict with this Agreement, shall be followed in the implementation of the Student-Teaching Program.
- D. If there should be a conflict of personalities, or for other reasons as determined by the Supervising Teacher, between the Supervising Teacher and the Student-Teacher, the Supervising Teacher, through the Principal and finally the Superintendent, may recommend to the cooperating university that the Student-Teacher be transferred. Such a recommendation shall in no way be used in adverse evaluation of the Supervising Teacher.
- E. Since the services rendered by the Supervising Teacher are above and beyond the duties and responsibilities of a regular teacher, the Supervising Teacher shall be paid by the District, the amount received from the college/university, for those services rendered. The District will pay the Supervising Teacher as a stipend where all deductions according to law are withheld and dispersed accordingly.

ARTICLE 11. WORKING CONDITIONS

- A. The Board of Education will attempt to provide the teachers of the REA with those materials needed to perform their teaching duties.
- B. Workrooms and lounges will be provided and equipped, as possible, according to finances. The lounge is for teachers only, during actual school hours.

- C. Teachers will be provided with locked areas for security purposes, either offices and/or areas within the classroom. Lockable lockers in close proximity to the classroom may be used in place of an area within the classroom, in those instances where lockable areas within the classroom are not available. Teachers will be provided with keys to their office and classroom. Any teacher may be granted a key to the outside door of the building, on loan, and on a daily or weekend basis. The key must be checked out of the Principal's office, and shall be returned at the end of the loan period.
- D. The Administration shall have equipment repaired as soon as possible, if equipment is broken or malfunctioning.

ARTICLE 12. VACANCIES, TRANSFERS, ASSIGNMENTS

A. NOTIFICATION OF VACANCIES

1. A vacancy shall be defined as either a position to replace a teacher on leave of absence which is expected to last a full school year or longer or a teaching position or extracurricular position which is either newly created or which is unfilled for the following school year because of death, transfer, retirement, resignation, termination or nonrenewal and which the Board intends to fill. A "vacancy" does not include changes in grade levels within a building that do not require additional staff. In the event a vacancy is created due to a leave of absence which is expected to last one (1) or more school years, the position may be filled by a substitute teacher. However, should that substitute teacher fill the position more than sixty (60) consecutive days, that substitute will be given a limited teacher contract. In the event the leave of absence is expected to carry over into the following school year, that position will be posted in accordance with the procedures set forth in Subsection 2. Administrative positions will be posted as a matter of information, although they do not fall within the terms of this Agreement. Likewise, tutor vacancies (those other than home tutors and those which trigger the need for hiring/assigning another employee) will be posted as a matter of information.
2. No vacancy will be filled until the following procedures are followed:
 - a. The Superintendent shall ensure that district e-mails are sent to REA staff, in addition to using the following methods to notify the staff of vacancies:
 - (1) By building principal posting written notices during the school year in the designated area.
 - (2) By posting on the central office bulletin board during the summer months;

- (3) Between the end of school and July 31, payroll stubs/ notifications shall contain notice of a new posting in the comments box of pay notices.
 - (4) Copies of vacancy lists will be sent to the Association President at all times; and
 - (5) At the time of an extracurricular position is posted, the requirements for that position shall be posted as well.
- b. From September 1 to July 31, a teacher has ten (10) days to apply for the position after posting. Between the end of school and July 31 a notice will be deemed "posted" on payday.
 - c. Except during the month of August, no vacancy will be filled until ten (10) days from the date the notice is posted. During the month of August, no vacancy shall be filled until five (5) days from the date the notice is posted.
 - d. If any member notifies the Superintendent in writing before the end of the school year of an interest in a different position, that bargaining unit member shall have the right to voluntarily transfer to that position if properly licensed/certified.
3. Home tutor positions will only be posted as a matter of information after exhaustion of the following steps:
- a. Student's classroom teacher(s), by seniority, is unavailable.
 - b. Any bargaining unit member currently employed by the Board, on a seniority basis.

B. SURVEY

On or before March 1, teachers will submit a form to their principal of their desire with regard to assignment within their building or for an assignment change (grade level, subject, building, etc.). Teachers shall be permitted to submit updates as desired. The form (Appendix N) will be made available in the office of each building. The Association President shall receive a copy of all survey forms. Preferences indicated on the form will be considered prior to making changes in assignments.

C. INVOLUNTARY TRANSFER

- 1. Movement from one assignment to another is considered a transfer.
- 2. Prior to an involuntary transfer, the Board will first seek volunteers from among existing staff to fulfill the needs of the District.

3. The reasons for involuntary transfer shall not be discriminatory, arbitrary or capricious.
4. No teacher shall be involuntarily transferred unless no other options exist utilizing other staff with less seniority.
5. A teacher who is involuntarily transferred shall have the option to request and receive written reasons from the Principal for the involuntary transfer.
6. The Principal, upon a request, shall discuss the involuntary transfer with the teacher involved.
7. A teacher who is involuntarily transferred will not be subject to another involuntary transfer for a period of three (3) years without cause.
8. No teacher with ten (10) or more years of service will be involuntarily transferred unless no other options exist utilizing current staff with less seniority than the teacher. The Superintendent shall, upon request, meet with the Association to discuss the lack of other options.
9. When an elementary teacher (K05) is involuntarily transferred by two (2) grade levels or more, he/she shall be entitled to a reimbursement of up to \$250.00 through the building budget for the documented purchase (receipt) of supplemental materials for the new assignment. This reimbursement shall be in addition to what is already allocated to teachers in the grade level/subject area of the new assignment.

D. ASSIGNMENTS

1. All members are subject to annual assignment by the Superintendent.
2. All members shall receive notification of next year's assignments by the end of the school year. Assignments shall include grade level for elementary teachers. Assignments for secondary teachers shall include course assignments and schedule.
3. Any changes to assignments and/or schedules will be mailed to teachers no later than June 30. Further revisions to the schedule will only be made to comply with other sections of this contract or state law, unless otherwise agreed to by the Association.

ARTICLE 13. COMPLAINT PROCEDURE

- A.** Below is the process for dealing with complaints from citizens and for protecting the rights of teachers of the Board. Channels other than those provided will not be recognized.
- B.** No rule or procedure as referred to in this Article shall prohibit the teacher from legal representation, Association representation, or other remedy at law. Any appraisal of the teacher's performance shall be done by the Principal, as provided in Article 16. EVALUATION: POLICY, PROCEDURE(S), PRACTICES(S), AND PROCESS(ES).

C. COMPLAINTS AGAINST TEACHERS

Any person or group, having a legitimate interest in the operations of this District shall have the right to present a request, suggestion, or complaint concerning District personnel. At the same time, the Board of Education, and its designees, have a duty to protect its staff from unnecessary harassment. It is the intent of this policy to provide the means for judging each public complaint in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Board to rectify any misunderstandings between the public and the District by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences, shall more formal procedures be employed.

No complaint resolutions rendered outside of this process shall be recognized by the Board.

1. First Level

If it is a matter specifically directed toward a professional staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and District administrative guidelines.

This level does not apply if the matter involves suspected child abuse, substance abuse, or any other serious allegation which may require investigation or inquiry by school officials prior to approaching the professional staff member.

As appropriate, the staff member shall report the matter and whatever action may have been taken to the building principal.

2. Second Level

If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor. A meeting between the complainant staff member and principal shall occur in an effort to mediate a resolution. Any notes taken during such a meeting will be considered working papers and not subject to public record. No documentation shall be placed in the teacher's file.

3. Third Level

If a satisfactory solution is not achieved by discussion with the building principal, a written request for a conference shall be submitted to the Superintendent. This request should include:

1. The specific nature of the complaint and a brief statement of the facts giving rise to it;
2. The respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
3. The action which the complainant wishes taken and the reasons why it is felt that such action be taken;
4. Prior to rendering a decision, the Superintendent will give the staff member an opportunity to respond to the complaint. Such response shall include pertinent information related to the complaint, previously suggested solutions, and any possible impacts the complainant's solution might have.

Should the matter be resolved in conference with the Superintendent, the Board shall be advised of the resolution.

4. Fourth Level

Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board decision or action, the complainant shall request, in writing, a meeting by the Board.

The Board, after reviewing all material relating to the case, shall provide the complainant with its written decision or grant a meeting before the Board or before a committee of the Board.

The complainant and affected staff member shall be advised, in writing, of the Board's decision, no more than thirty (30) business days following the meeting.

The Board's decision will be final on the matter, and it will not provide a hearing to other complainants on the same issue.

- D. Except in circumstances where investigation is required by statute, anonymous complaints shall be given no consideration.

ARTICLE 14. PERSONNEL FILE

- A. A personnel file with an inventory sheet, for each certificated/licensed employee, shall be maintained in the Superintendent's Office. Said file shall contain at least the following:
1. Completed Application Form.
 2. Copy of current Teaching Certificates/Licenses.
 3. Complete current Official Transcript.
 4. Previous Official Record of Accumulated Sick Leave Days.
 5. Official Record of Previous Years of Teaching or Administrative Experience.
 6. Official Copy of Discharge from Military Service, where applicable.
 7. Credentials and other Letters of Recommendation.
 8. Copies of all evaluations and attachments not destroyed as per Article 16.E. of this Agreement.
 9. Criminal background information as required by law
- B. A teacher shall have the right to review the contents of his/her personnel file upon request. In the absence of the Superintendent, or when need develops, the Superintendent's designee shall assume interim responsibility. A representative may accompany the teacher in this review; or, upon authorization by the teacher, the representative may review the file in his/her behalf. This sole personnel file is to be reviewed and stored in the Administration Office. Any other file is not authorized and may not be used.
- C. As per B., above, the teacher has the right to review any material placed in his/her personnel file. Should the teacher object to any item(s) enclosed, he/she shall have the right to attachment. That is, the teacher may attach to the item(s) he/she objects to, a written statement citing what he/she objects to, and why. Said attachment shall become a part of the personnel file. Attachments must be dated.

- D. Such personnel files shall have printed on the inside facing, a standard form whereupon shall be placed the name(s) of all persons viewing, reviewing, or making entry thereto. Each such action shall also be accurately dated. Such provisions shall include, but not be limited to, the following examples: (1) Viewing or reviewing by the teacher and such REA representative as may accompany said teacher; (2) Entry of any form of evaluation and/or commendation materials by the appropriate Supervisor(s) and/or Board; (3) Deletion or removal, as provided later herein; and (4) Entry of attachment by the teacher.
- E. All documents included in a teacher's personnel file shall be dated and identifiable as to source.
- F. Any non-school personnel complaint to be placed in the personnel file regarding a bargaining unit member shall be promptly called to the attention of the bargaining unit member.
- G. A teacher may request, and shall receive, one (1) copy of any item in his/her personnel file. Additional copies may be obtained at the employee's expense.
- H. Any document in the personnel file that cannot be documented to the satisfaction of the Superintendent as to source, accuracy, relevance, completeness, or timeliness, shall be deleted from the file by the Superintendent acting for the Board, and no reference shall be made.
- I. The teacher may also have the right to file a grievance at the appropriate Grievance Procedure level, relevant to procedures and objectionable material, for the purpose of having redress or removal of specified material.
- J. A School District Records Commission shall be established consisting of the Board President, Treasurer, Superintendent of Schools and the Association President in accordance with law to judge the advisability of destroying District records. The Commission shall meet at least once every twelve (12) months.

ARTICLE 15. TEACHER CONTRACTS

- A. Teacher contracts shall be of two types: Limited and Continuing.
- B. If a Board adopts a motion or resolution to employ a teacher under a limited or a continuing contract and the teacher accepts such employment, the failure of such parties to execute a written contract shall not void such employment contract.

C. LIMITED CONTRACTS

- 1. Upon employment, a teacher being ineligible for a continuing contract shall be issued no more than three (3) one-year limited contracts; and, upon completion

of the third one-year limited contract, may be issued only three (3) two-year limited contracts; and, upon completion of the third two-year limited contract, may only be issued one (1) three-year limited contract; and, upon completion of the three-year limited contract, may be issued only four-year limited contracts until the teacher is eligible for a continuing contract. No teacher will be issued a contract of less duration than their current contract.

2. Teachers currently employed and ineligible for continuing contracts will, at the expiration of their current contract, receive the appropriate contract as determined by their number of years of total teaching experience in relation to the number of years stated in C.1., above.
3. Any teacher employed under a limited contract and not eligible to be considered for a continuing contract, is, at the expiration of such limited contract, deemed reemployed under the provisions of this Section at the same salary plus any increment provided by the Salary Schedule, unless the employing Board, acting on the Superintendent's recommendation as to whether or not the teacher should be reemployed, gives such teacher written notice of its intention not to reemploy him/her on or before the thirtieth (30th) day of April. Such teacher is presumed to have accepted such employment unless he/she notifies the Board in writing to the contrary on or before the tenth (10th) day of July, and a written contract for the succeeding school year shall be executed accordingly. The failure of the parties to execute a written contract shall not void the automatic reemployment of such teacher.
4. The Board, which authorizes compensation in addition to the Base Salary stated in the teachers' Salary Schedule, for the performance of duties by a teacher which are in addition to the teacher's regular teaching duties, shall enter into a supplemental written contract with each teacher who is to perform additional duties. Such supplemental written contracts shall be limited contracts. Such written contracts and supplemental written contracts shall set forth the teacher's duties, and shall specify the salaries and compensation to be paid for regular teaching duties, respectively; either or both of which may be increased but not diminished during the term for which the contract is made.
5. Any teacher who has an expiring limited contract, and if it is the intention of the Administration to recommend nonrenewal to the Board of Education, said teacher shall be notified before April 30 by the Superintendent.
6. A supplemental contract shall be issued for any Board-approved extra duty, whether paid or not, that is in addition to regular teaching duties.

D. CONTINUING CONTRACTS

1. A continuing contract is a contract which shall remain in effect until the teacher resigns, elects to retire, or until it is terminated or suspended; and shall be

granted only to teachers holding Professional, Permanent, or Life Certificates/Licenses in accordance with 3319.08 of the Ohio Revised Code. Eligibility for continuing contract status is based on two factors: the grade or "quality" of the teaching license held by the teacher and the length of teaching service within the district. The licensure requirement is met if the teacher (a) holds a professional, permanent, or life certificate (under prior law) or (b) holds a professional educator license (under current law) plus either of the following: (1) if a masters degree was held at the time of initially receiving a certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or (2) if no masters degree was held at the time of initially receiving a certificate or license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

2. Teachers eligible for continuing service status in any school district shall be those teachers qualified as to certification/licensure who within the last five (5) years have taught at least three (3) years in the District, and those teachers who, having attained continuing contract status elsewhere, have served two (2) years in the District; but the Board of Education, upon the recommendation of the Superintendent, may at the time of employment or at any time within such two (2) year period, declare any of the latter teachers eligible.
3. Upon the recommendation of the Superintendent that a teacher eligible for continuing service status be reemployed, a continuing contract shall be entered into between the Board and such teacher, unless the Board by a three-fourths (3/4) vote of its full membership rejects the recommendation of the Superintendent. The Superintendent may recommend reemployment of such teacher, if continuing service status has not previously been attained elsewhere, under a limited contract for not to exceed two (2) years; provided that written notice of the intention to make such recommendation has been given to the teacher, with reasons directed at the professional improvement of the teacher, on or before the thirtieth (30th) day of April; and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the teacher on or before the thirtieth (30th) day of April; but, upon subsequent reemployment, only a continuing contract may be entered into. If the Board does not give such teacher written notice of its action on the Superintendent's recommendation of a limited contract for not to exceed two (2) years before the thirtieth (30th) day of April, such teacher is deemed reemployed under a continuing contract at the same salary plus any increment provided by the Salary Schedule. Such teacher is presumed to have accepted employment under such continuing contract unless he/she notifies the Board in writing to the contrary on or before the first (1st) day of June and a continuing contract shall be executed accordingly.

4. A teacher eligible for continuing contract status employed under an additional limited contract for not to exceed two (2) years, pursuant to written notice from the Superintendent of his/her intention to make such recommendation, is, at the expiration of such limited contract, deemed reemployed under a continuing contract at the same salary plus any increment granted by the Salary Schedule; unless the employing Board, acting on the Superintendent's recommendation as to whether or not the teacher should be reemployed, gives such teacher written notice of its intention not to reemploy him/her on or before the thirtieth (30th) day of April. Such teacher is presumed to have accepted employment under such continuing contract unless he/she notifies the Board in writing to the contrary on or before the first (1st) day of June and a continuing contract shall be executed accordingly.
 5. The failure of the Superintendent to make a recommendation to the Board under any of the conditions set forth in this Section, or the failure of the Board to give such teacher a written notice pursuant to this Section, shall not prejudice or prevent a teacher from being deemed reemployed under either a limited or continuing contract, as the case may be, under the provisions of this Section.
- E. Issues regarding termination of teacher contracts provided for in this Article 15 shall be enforced in accordance with procedures established under ORC 3319.16 and not enforced by means of the grievance and arbitration procedures contained elsewhere in this Master Agreement.
- F. Teachers who have declared retirement from the district shall be eligible after sixty (60) days to be reemployed by the Board under a one year limited Contract. Such a Contract shall be paid at the base rate (BA, Step 0) and shall remain at the base rate upon renewal. Such retire/rehire teachers shall not be eligible for advances on the salary scale for either years of service or education. All other conditions afforded to teachers under a limited contract shall remain. It is the intent of the parties to specifically supersede ORC 3317.13. Issues regarding termination of teacher contracts provided for in this Article 15 shall be enforced in accordance with procedures established under ORC 3319.16 and not enforced by means of the grievance and arbitration procedures contained elsewhere in this Master Agreement.

ARTICLE 16. EVALUATION: POLICY, PROCEDURE(S), PRACTICE(S), AND PROCESS(ES)

Effective August 1, 2012, the evaluation procedure beginning with Section A. below shall be used to evaluate the performance of bargaining unit members for the 2012-2013 school year. No later than September 1, 2012, the Board and the Association shall appoint a joint committee to develop a standards-based evaluation instrument and procedures in compliance with ORC 3319.111 and HB 153. Four (4) Association members shall be appointed by the President, and four (4) Administrative members shall be appointed by the Superintendent. After the procedure is developed, the parties agree to bargain to agreement over it and submit

the agreed upon procedure to the Board of Education by May, 2013. If the parties are unable to reach agreement on the revised evaluation procedure, the Federal Mediation and Conciliation Service (FMCS) shall be asked to mediate the differences of the parties on this issue prior to May, 2013.

Release time will be provided for REA members working on the committee.

A. PREAMBLE AND PHILOSOPHY

1. Evaluation shall mean the procedure(s), practice(s), and process(es) utilized in the mutually-determined improvement/recognition of good Supervisory-Teaching-Learning Process(es). The evaluation of Supervisory-Teaching-Learning Process(es) is a mutual responsibility of the Supervisor (Administrator) and Teacher (Instructor). The development of appropriate and fair instrument(s) and procedure(s) for evaluation is of proper and mutual concern to the entire staff and the Administration. Through the evaluation procedure(s), practice(s), and process(es) shall be developed recommendations for commendation, rehiring, transfer, improvement, censure, or dismissal.
2. Teachers shall be appraised upon the degree they are able to meet mutually agreed to criteria established and/or known-recognized-accepted to be indicative to good Supervisory-Teaching-Learning Process(es).
3. The Supervisor-Teaching-Learning Process(es) shall be evaluated upon such Form-Instrument(s) as are herein attached.
4. If it is found that this Article is not followed, that specific evaluation period is nullified, and no adverse employment decision may be made that year. If a teacher is not available to be evaluated, or intentionally evades or attempts to thwart this Article, this Section is not applicable.

B. METHODS OF EVALUATION

1. Observation/Visitation/Evaluation may be conducted by the following and in such manner as specified herein:
 - a. The Building Principal shall be the primary evaluator.
 - b. An evaluation by the peer group under the auspices of the REA PR&R Committee. Such evaluation may be requested by either the Building Principal or the teacher. Such an evaluation shall not supplant the Principal's Observation/Visitation/Evaluation(s), but shall be considered advisory and subject to all rules, regulations, procedure(s), practice(s), and process(es) as set forth in this Document as regards "mutual agreement," pre- and post-conferencing, and rights of attachment.

- c. An evaluation by a self-designed program or system as mutually agreed to and reduced to writing.
 - d. An evaluation by in-depth self-analysis as shall have been mutually agreed to and reduced to writing.
 - e. An evaluation by any such combination of the above as mutually agreed to and reduced to writing.
2. Should disagreement occur in the process of reaching mutually agreed to evaluation criteria, method mode(s) of Observation/Visitation/Evaluation, support system(s), and/or material(s), document(s), content(s), interpretation(s), application(s), or file placement, the right of rebuttal-attachment shall prevail so as to facilitate the procedure(s), practice(s), and process(es) of Observation/Visitation/Evaluation in the Supervisory-Teaching-Learning Process(es).

C. CYCLES OF EVALUATION

1. There shall be two (2) cycles of evaluation: (a) New and (b) Standard-Tenured.
- a. NEW CYCLE shall be based upon normal expectations for "need" and "help." In such instance(s), there shall be:
 - (1) Established a buddy-system designed to maximize the effective input and guidance of experienced teachers to aid the growth of new teachers. In the first week of school, the Association shall, through volunteers, establish a list of those teachers in each building willing to serve in such capacity. Said teachers shall be assigned by the Building Administrator, and no staff member shall be assigned more than one (1) new staff member.
 - (2) Teachers in this cycle shall be evaluated at least twice in the year in which the Board may wish to declare its intention not to re-employ the teacher. One evaluation shall be conducted and completed not later than the fifteenth day of January and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the twenty-fifth day of January. One evaluation shall be conducted and completed between the tenth day of February and the first day of April and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of April.
 - b. Standard-Tenured Cycle
 - (1) Wherein the teacher shall be the subject of evaluation less frequently than those in the New Cycle. Said observations/

visitations/evaluations shall be subject to the same provisions of pre-conferencing, mutual agreement, and post-conferencing as provided herein.

- (2) These teachers shall be defined as those having: (a) Tenure; (b) Three (3) or more years in the Rootstown Local School System; or (c) Five (5) years in teaching.
- (3) These teachers shall be formally observed/visited/evaluated the year current contract expires. Teachers with continuing contracts will be evaluated once every four (4) years.

D. EVALUATION-VISITATION-OBSERVATION FEEDBACK-REPORTING

1. Feedback-Reporting shall be given a teacher within ten (10) calendar days (note: this is in agreement with Section C (2), cycles of evaluation) of the scheduled observation/visitation/evaluation. The Feedback-Reporting shall be given in the post-conference setting, wherein the following procedure(s), practice(s), and guarantee(s) shall apply:
 - a. Feedback shall be written.
 - b. The teacher's signature shall signify only that the evaluatee read and has been supplied with a complete form(s) and/or all attachments/documents related thereto. The teacher shall have the right to attach a rebuttal to his/her evaluation to be included in his/her personnel file.
 - c. Teachers shall have the right of the presence of their designated representative during any pre- or post-conferencing session.
 - d. Observations of the teacher being evaluated by the person conducting the evaluation shall be on at least two (2) occasions for not less than thirty (30) minutes on each occasion.
 - e. The pre-conferencing setting shall establish mutually agreed to areas of evaluation, possible date of observation/visitation/evaluation subject to mutually determined change as conditions and schedules may dictate, with all rights of attachment retained.
 - f. Where extenuating circumstances, such as logistical abnormalities or situational exigencies, shall exist during observation/visitation/evaluation, they shall be noted with explanation.
 - g. If specific criticisms are made of a teacher or a Supervisor, they shall specify, by mutual consent, a time period for remedy and the nature of evidence required to indicate correction of the concern(s). The

Administration will give assistance to help correct the criticisms including time, material, resources, and consultant services.

- h. If, after the specified time period, it is apparent that within process and procedure that said concern(s) have been resolved, to mutual satisfaction, any materials relating thereto shall, at the request of either party, be removed from the appropriate file(s) and given to the appropriate party(ies) and, thereafter, be considered null and void.
- i. First year principals shall provide to their staff evaluative procedures/goals by September 30th. Such information shall utilize the evaluation form and provide detailed comments as to acceptable/unacceptable criteria. Staff will have the opportunity to seek clarification of such expectations at any time.
- j. Teachers and/or Principals shall have the right to verbal response during pre-and post-conferencing settings without fear of reprisal.
- k. All line items on any evaluation document(s) shall be completed as called for within or specified either "Not Observed" (N/O) or "Not Applicable" (N/A).
- l. Any portion of an evaluation shall be considered invalid, wherein a specified change of performance has been indicated in either pre- and/or post-conferencing, where adequate equipment, supplies, and/or supplementary services have not been provided as mutually agreed to. Where such invalidation occurs, said section of the evaluation shall not be included in the teacher's personnel file.
- m. Teachers shall not be the subject of observation/visitation/evaluation for the purpose of the formulation of a written document(s) on the day before or after a calendared recess; on the day after an unscheduled school closing; on the day after an absence, on a staff development day; on the first or last day of a grading period; or for three (3) days following an uncalendared school closing whose duration has been at least five (5) days.
- n. In any such evaluation(s) as changes of performance shall be set forth, the document(s) shall establish specific measurable suggestions for instituting improvements in performance.
- o. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, transferred, terminated, adversely evaluated, or otherwise deprived of any professional advantage without cause.

"Cause" is defined as willful or blatant or persistent violations of written administrative rules or regulations, established Board policy, this Agreement, or failure to correct criticisms as documented through the evaluation process.

- p. The performance evaluation of certificated/licensed employees who are impacted by an IEP/504 Plan shall not include any negative assessment because the short term/long term goals of the IEP/504 Plan have not been met by the student.

E. EVALUATION DOCUMENTS

1. The teacher or the Principal shall have the right to indicate documents in the personnel file(s) which either and/or both believe to be obsolete or otherwise inappropriate for continued retention. After mutual agreement of the teacher and the Principal, and/or designee(s), and/or successor(s), such material(s) may be removed from the personnel file(s) and destroyed.
2. Evaluations developed in the New Cycle shall be destroyed upon teacher written request to the Superintendent when said teacher reaches continuing contract status or at the end of three (3) years, whichever comes first.
3. Evaluations developed in the Standard-Tenured Cycle shall be reviewed every three (3) years and, at the request of the teacher, they shall be either destroyed or maintained.
4. In such instance(s) as document(s) shall be destroyed, all attachments shall be destroyed in like manner.
5. Destruction of material shall conform to the School District Record Commission's guidelines.

F. APPRAISAL OF THE EVALUATION SYSTEM

1. The teaching staff shall be involved, through the REA, in an annual analysis of the evaluation process(es), procedure(s), and practice(s) – observation/visitation/evaluation techniques, and/or forms. For such purpose(s), there shall be constituted an Evaluation Review Committee in such manner as described below, herein, and operating in such a fashion as described below, herein. Such constitution and operating procedures shall be as follows:
 - a. Said committee shall be named and constituted no later than September 15th of any given year.
 - b. The committee shall comprise: the Superintendent, the three (3) Building Principals, four (4) representatives of the REA, one (1) REA

representative from each building, and the REA President or his/her designee. The REA reps shall be appointed by the REA President, subject to ratification of the REA body in regular or specially-called session.

- c. Said committee shall, by open nomination and secret ballot, choose its chairperson.
- d. Mutually agreed results and findings of the Review Committee shall be completed and incorporated into this Agreement prior to any evaluation of staff; however, no later than December 15th.
- e. All individuals shall vote their conscience unless so directed by the appropriate constituency to vote as a bloc or under the unit rule. In such instance(s) as a tie shall occur, the decision shall be as *Robert's Rules of Order, Newly Revised*, and the motion, ruling, decision, or opinion shall fail.
- f. Such reports, findings, recommendations, and observations as presented from the committee shall be viewed as democratically arrived at and professionally conceived.
- g. Teacher-participants shall, when meetings of said committee are called as to conflict with normal teaching duties and/or extra-duty contract status and responsibility, shall be suitably replaced, and not subject to any financial penalty or prejudice whatsoever.

G. The current Evaluation Form is attached as Appendix E.

H. Any disputes arising under Article 16 shall be exclusively subject to the grievance and arbitration procedures contained in this Master Agreement.

I. OTHER

- 1. Teachers shall not be evaluated on students' performance on any standardized testing.
- 2. The evaluation procedure contained herein is the complete agreement between the parties. No person is authorized to evaluate staff outside of this procedure including, but not limited to, evaluation of teachers on substitute lesson plans or substitute's notes or appraisal.

ARTICLE 17. REDUCTION IN FORCE

A. PREAMBLE

1. In accomplishing Reduction In Force (RIF), the overriding concern must be the welfare of the children of the Rootstown Schools.
2. Staff reductions shall be achieved through procedures and efforts which fall within the purview of Federal and State statute(s), as well as adopted and/or negotiated policy, procedure(s), and practice(s).
3. Staff reductions can be achieved through procedures and efforts which are as equitable and practicable within the human experience.
4. Staff reductions can be achieved through procedures and efforts which are as equitable and practicable to the personnel of the Rootstown Local Schools as a whole, under the difficult circumstances that always attend when a RIF is either contemplated and/or takes place. Because of the competing interests that come into play, no set of procedures for staff reduction is likely to be personally satisfactory to everyone affected and/or concerned.
5. In determining the extent to which reductions are necessary, or determining which positions or employees will be affected, seniority can and shall determine the order in which RIFs are made. Compliance with Federal and State statute(s), or achievement of the educational aims of the Rootstown Local Schools, may require taking factors other than seniority into account, however.
6. These procedures have been established so that certificated/licensed employees may better understand what shall transpire should a RIF be either contemplated and/or take place.

B. CAUSE(S)

When by reason of decreased enrollment of pupils, finances, return to duty of regular teachers after leaves of absence, changing course offerings and selections, or by reason of suspension of schools or territorial changes affecting the District, the Board decides that it will be necessary to reduce the number of teachers, it may, within policies governing the Rootstown Local Schools, make a reasonable reduction.

C. PROCEDURE

1. Prior to taking such action, the Superintendent shall notify the REA President or designee thereof of the specific reason(s) for such reduction(s), and specify the position(s) which may be affected, on or before March 15 of the year immediately prior to the contemplated RIF.

2. In making such determination(s), the Superintendent and Board shall:
 - a. Have posted in every building on or before April 1, the following:
 - (1) A Seniority List of all teachers in the Rootstown Schools in their area(s) of certification/licensure and service in the Rootstown Schools. Teachers shall be placed on all lists for which they are certified/licensed.
 - (2) A list of those specific positions to be reduced in each building.
 - (3) A RIF Personnel List compiled from the Seniority List described above.
 - b. Process to suspend contracts, giving consideration to the recommendation(s) of the aforesaid (III.A.) committee in the following preferential order:
 - (1) Not employing replacements in those positions open for the next twenty-four (24) months, while eligible certified/licensed employees on the Layoff List are available for said positions.

The number of persons thus affected by a RIF will be kept to a minimum by not employing replacements insofar as equitable-practicable-agreed for employees who retire or resign, or whose limited contracts are not renewed on the basis of performance, pursuant to Article 16. EVALUATION: POLICY, PROCEDURE(S), PRACTICE(S), AND PROCESS(ES).

The number of persons, thus, reemployed from current-previous staff would be maximized, and provide for the optimum of continuity of program and personnel in a RIF circumstance.

To achieve educational aims, however, it may be necessary to employ some replacements for some positions if other employees of the system do not possess the necessary certification/licensure for the vacant position to be filled. Attrition, moreover, may not be sufficient to accomplish a RIF in full.

- (2) Continue, if necessary, RIF by suspending contracts of personnel on limited contract status holding the least system-wide seniority in their area(s) of certification/licensure. Such suspension notice(s) shall be given the employee(s) on or before April 1 of the school year immediately prior to the year of contract suspension.

- (3) Cause additional reductions, if necessary, by suspending those continuing contracts which have the least seniority system-wide in their area(s) of certification/licensure pursuant to Ohio Revised Code 3319.17.
3. Seniority shall be determined by the length of service in the Rootstown Local Schools. Among those with the same length of service, seniority shall be determined by:
 - a. The date of the Board meeting at which the teacher was employed; and then by
 - b. The date on which the teacher submitted a completed job application.
 - c. Length of continuous service which shall not be interrupted or affected by authorized leaves of absence. Leaves of absence shall not be included in the calculation of years of service in the determination of seniority.

D. REEMPLOYMENT AND REPLACEMENT PROVISOS

1. Offers to teachers on the RIF/Layoff List for reemployment shall be for positions for which they are certified/licensed in order of seniority at the time of contract suspension.
 - a. No new teachers shall be employed by the Board while there are teachers on the RIF/Layoff List who are certified/licensed for any position as may be vacant.
 - b. Teachers shall be restored to employment on a last-out/first-in basis to any position for which they are certified/licensed by the State of Ohio, pursuant to Revised Code 3319.22.
 - c. The date of certification(s)/licensure(s) shall not affect the seniority status of any teacher.
 - d. Teachers having greater system-wide seniority and the appropriate certification/licensure, shall have the right to assume another position currently held by a person of lesser seniority who is not on the RIF/Layoff List in accordance with the following provisions:
 - (1) Bumping shall be vertical in the teacher's current teaching area, except in such instance(s) as horizontal bumping shall serve to continue the employment of a higher seniority staff member.
 - (2) In such instance(s) as a vertical bump is impossible, horizontal bumping shall occur.

- (3) In such instance(s) as may require relocation of staff due to reduction, the teacher shall be given the option to return to the grade level or building from which he/she was moved should an appropriate vacancy occur in said area of building. This shall be accomplished on a last-out/first-in basis.
- (4) Upon "mutual agreement" of the Administration and the REA PR&R Committee exceptions, as reduced to writing, may be made in the bumping process.
- (5) Teachers who can achieve new certification/licensure in another teaching area(s) for which system-wide seniority could make them eligible, shall be given until August 15 to show evidence of such eligibility to the Superintendent, who shall cause to change the RIF/Layoff List according to all aforementioned provisos.
- (6) Teachers shall be given written notice of an offer of reemployment by sending a registered or certified letter to said teacher at his/her last known address, with a simultaneous copy to the REA President or his/her designee thereof.
 - (a) It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with an offer of reemployment or of other notice to the teacher.
 - (b) If a teacher fails to accept the offer of reemployment in writing within seven (7) calendar days, excluding Saturdays, Sundays, and holidays, or within two (2) days if the offer is delivered within ten (10) days prior to the start of a school year or semester, from the date said offer is delivered at the last known address of the teacher, unless an extension is granted in writing by the Board, said teacher shall be considered to have rejected said offer and shall be removed from the RIF list.
 - (c) A teacher on the RIF install list shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of Sick Leave, and Salary Schedule placement as the teacher would have received in the year following suspension.
 - (d) Teachers will remain on the RIF List for a period of twenty-four (24) months following the layoff. If a teacher on the RIF

List accepts employment with another school district, the teacher shall so notify the Superintendent immediately, and will be removed from the RIF List.

ARTICLE 18. SCHOOL CALENDAR AND DAY

- A.** The superintendent will seek input on two school calendars, one (1) developed by administration and one (1) calendar developed by REA, in writing from all district employees prior to making a recommendation to the Board of Education. The REA will vote on the calendars with the vote provided to the Board. The proposed calendars will include provisions for make-up days caused by school closings or calamities. This process must be completed by January 15.
- B.** The school calendar for certified/licensed staff members shall be one hundred eighty-four (184) days.
- C.** The work day for staff shall be no longer than seven (7) hours and fifteen (15) minutes inclusive of thirty (30) minutes continuous duty-free, uninterrupted lunch.
 - 1. Teacher assignments are made during the hours that children are expected in school. Teachers may be asked to volunteer to supervise events taking place after school hours. Teachers can be required to attend a Meet-the-Teachers Night, as well as up to two (2) Open Houses per year.
 - 2. It is the responsibility to properly inform parents as to progress of their children in school and, through personal contact at school, offer suggestions as to how improvement, if needed, can be brought about. If possible, conferences should be arranged so that they do not conflict with the teacher's instructional time. If that is not possible, an attempt will be made to provide release time.

ARTICLE 19. STAFF MEETINGS

- A.** Efforts should be made to keep staff meetings within the time frame teachers are required to be at school according to duties of teachers as a part of each contract. Teachers must attend all staff meetings called by the Administration during the working day unless they are excused by the person calling the meeting. Teachers are encouraged to attend staff meetings which are called for before or after the working day. However, mandatory attendance at these meetings is only required twice a month, for a maximum of forty-five (45) minutes for one, and sixty (60) minutes for the other. All other meeting attendance is voluntary, except in emergencies. This does not mandate that two (2) meetings be held each month.
- B.** At least one (1) week's advance notice shall be given except in emergencies.

- C. Teachers shall have the opportunity to be part of the agenda, when possible.

ARTICLE 20. PREPARATION AND PLANNING TIME

- A. Each teacher in the Middle School and the High School shall have at least one (1) period per day for preparation and planning time.
- B. Elementary planning time shall be guaranteed, in addition to duty-free lunch in Article 18. SCHOOL CALENDAR AND DAY, as follows:
 - 1. No teacher shall be required to supervise students before and beyond the time teachers are normally required to be in the building.
 - 2. Each Kindergarten through sixth grade teacher shall be guaranteed no less than two hundred (200) minutes per week planning time during the student day.
 - 3. On rare occasions, the Board may not be able, in every instance, to provide a certificated/licensed Substitute for an absent Special Area teacher. On those rare occasions, planning time for that specific day may be waived.
 - 4. Teachers in Grades K-6 shall be given planning time during the student day at least five (5) days a week.
- C. Attempts shall be made to ensure all middle school and high school teachers have less than four (4) different courses to prepare in a single day. Honors, Advanced Placement and Intervention versions of a course shall be considered as separate courses. Sections of the same course that are on a different time schedule shall not be considered as separate courses.

ARTICLE 21. SUBSTITUTING

- A. A regular teacher may not be required to cover or split classes of an absent teacher during the day. However, each teacher that volunteers to cover or split an absent teacher's class shall be paid the following rates only when the covering teacher uses part or all of his or her planning period.
 - 1. Twenty Dollars (\$20.00) for thirty (30) to sixty (60) minutes.
 - 2. Twelve Dollars (\$12.00) for fifteen (15) to twenty-nine (29) minutes.
 - 3. Teachers who split a class, the amount in 1 or 2 will be divided proportionately.
 - 4. See form -- Appendix F.

ARTICLE 22. LEAVES OF ABSENCE

A. SICK LEAVE

1. All teachers shall be entitled to an advancement of five (5) Sick Leave days, if the number of days used exceeds the number accumulated. So long as the teacher remains in the employment of the Board, the teacher is required to earn back any advanced Sick Leave days, so no loss in pay results. Should the teacher leave the employment of the Board, be placed on Unpaid Leave of Absence, or die, any remaining advanced sick days will be deducted from the final adjusted pay or estate. Teachers currently at less than five sick days will be allowed to earn those days back without penalty.
2. Sick Leave days may be used for the following reasons:
 - a. Personal illness (including medical or dental appointments).
 - b. Personal injury.
 - c. Exposure to contagious disease which could be communicated to others.
 - d. Pregnancy.
 - e. Illness, injury, or death in the teacher's immediate family. (Immediate family includes any resident in the teacher's home, spouse, brother, sister, child, father, mother, father- or mother-in-law, foster parent, son- or daughter-in-law, brother- or sister- in-law, stepparent, grandparents, and foster and step children.)
4. Sick Leave may be used in one-half (1/2) day blocks. See Sick Leave Request Form in Appendix G. Forms are available in each building office for use by bargaining members.

B. COMPULSORY LEAVE

Release Time shall be granted for substantiated and required appearances in Court. Witness fees and any other compensation received, if any, shall be forwarded to the Board within thirty (30) days of receipt by the employee in order to get regular pay for time released.

C. LEAVE FOR JURY DUTY

Teachers will be granted leave for Jury Duty, upon request. All Jury Duty pay shall be remitted to the Board within thirty (30) days of receipt by the employee in order to get regular pay for time released. Employees shall return, if possible, to work ½ day in the event of early dismissal by the courts.

D. ASSAULT LEAVE

Any teacher who is assaulted while performing assigned duties is eligible for a paid Leave of Absence for up to thirty (30) working days. This needs to be substantiated by the employee's physician.

Sick Leave must be used from that point forward if additional days are needed.

E. PERSONAL LEAVE

1. Any teacher hired to work one hundred eighty-four (184) days shall be permitted to be absent, without loss of pay, a total of three (3) days in any school year from September 1 through August 31, by checking one (1) of the following reasons:
 - a. Sickness in family not covered by Sick Leave.
 - b. Death of a relative, close friend, or associate not covered by Sick Leave.
 - c. Graduation of the teacher, employee, or member of his/her immediate family.
 - d. To transact personal matters that cannot be transacted outside school hours.
 - e. Religious observances.
 - f. Travel complications beyond the control of the person (if approved by contacting the Superintendent or the Supervisor at the time of complications and gaining verbal approval).
 - g. Paternity.

Any teacher hired to work less than one hundred eighty-four (184) days will have Personal Leave days prorated proportionate to number of days in contract.

2. Personal Leave may only be used for one of the above reasons.
3. The Superintendent reserves the right to grant a Personal Leave day for other reasons if, in his/her opinion, the request is just and sufficient.

Requests for Personal Leave must be made, in writing, to the Principal at least one (1) school day before being excused, except in emergencies. See Personal Leave Request Form in Appendix H. Forms are available in each building office for use by bargaining members.

If a request for a Personal Leave day is denied by the Principal, an employee may request in writing, to the REA President, a hearing before the Principal, the REA President, and a third party agreed upon by the Principal and the REA President. Such a hearing may be held prior to the day requested, if possible, or to reinstate lost pay.

Personal Leave days are non-accumulative from one academic year to the next and may not be taken the day preceding or following vacation periods except by approval of the Superintendent.

In cases where Personal Leave is granted as outlined in E.1.f.above, or for other reasons which are at the discretion of the Superintendent, a follow-up letter is necessary by the teacher to the Superintendent stating the reasons required.

4. Can not be used on professional development days except by approval of the Superintendent.
5. Can not be used in place of extended time.

F. ATTENDANCE INCENTIVES

1. Personal Leave Incentive

Any bargaining unit member who uses a portion of his/her three (3) days but has time remaining at the end of the school year will be rolled into sick leave.

2. In addition to the above, each bargaining unit member (except those who are on leaves of absence for more than forty-five (45) days during a school year) shall be entitled to One Hundred Fifty Dollars (\$150.00) if the district target of ninety-seven percent (97%) is reached for the school year, which includes both sick and personal leave but excludes professional leave. Attendance of administrators and others who are not members of the bargaining unit shall not be included in the calculation of the district attendance rate.

3. Payments shall be made in June of each school year.

G. PROFESSIONAL LEAVE

1. Professional Leave may be granted if it serves the following purposes:
 - a. Improvement of the quality of instruction.
 - b. Understanding of the learning process.
 - c. New ideas to enrich teaching.

- d. A greater understanding of children.
2. Professional Leave shall be granted if it serves the following purposes, with the restrictions noted:
 - a. Two (2) days maximum per Delegate and Alternate for the NEA/OEA Convention. The two (2) days may be reduced to one (1), if the convention does not have activities during the school day for one (1) of the two (2) days. Further, the Board is in no way obligated for any expenses other than the Release Time of the person and the payment of a substitute, if necessary.
 - b. For teachers who serve as an escort, chaperon, or Supervisor of an approved student function.
 - c. The Board shall grant three (3) days Release Time per school year to teachers approved by the REA President. Prior to the granting of this leave, the REA President shall go through the Superintendent to confirm the day, date, and time. These days shall be granted through this Section, except that the Board is not obligated for any expenses other than Release Time and replacement substitute, if necessary. Minimum use of these days is in one-half (1/2) day blocks.
 3. Request for Professional Leave to attend a convention, workshop, conference, or school visitation shall be made to the Principal and include the following:
 - a. Date and place of meeting.
 - b. Nature of meeting.
 - c. Estimate of expenses.

See Professional Leave Request Form in Appendix I. Forms are available in each building office for use by bargaining members.
 4. The Building Principal shall forward the request, along with his/her recommendation to the Superintendent. Final approval of the meeting and the amount of expenses to be paid shall be made by the Superintendent and/or the Board of Education.
 5. When requested, certified/licensed staff attending a convention/conference/workshop/school visitation; or serving as an escort, chaperon, or Supervisor of a student function shall submit a written report to the Principal so that the benefits may be shared with other staff members.

6. The Board shall not be liable to pay any expense for which the employee is reimbursed from another source.
7. In such instances as the Board, or its designee(s) thereof, shall require a staff member to attend workshops, clinics, or other appropriate educational training experiences, said Board shall assume all necessary and actual expenses as approved by the Superintendent.

H. SABBATICAL LEAVE OF ABSENCE

1. Any teacher who has completed six (6) consecutive years of teaching in the Rootstown Schools may be granted a Sabbatical Leave of Absence, which may be with up to one-half (1/2) pay or totally unpaid, for professional improvement for up to one (1) full school year [thirty-six (36) weeks].
2. Application for Sabbatical Leave for professional study and research or professional improvement must be made at least sixty (60) days prior to the beginning of such requested leave. The applicant must be notified by the Board of the disposition within thirty (30) days of receipt of the request. Application for such Sabbatical Leave must be accompanied by an outline of the program of study or research to be pursued, or the proposals for the professional improvement. Application will be made to the Superintendent.
3. Generally, it is intended that study and other proposals for improvement will include a full graduate load and will lead to the completion of a degree in the member's field or area of professional service, if such degree (either undergraduate or graduate) is not already held. Application for leave for travel will outline in detail the scope and nature of the travel; will make provision for an itinerary covering a minimum of four (4) months; will clearly show how such travel will contribute directly to improve classroom instruction or improve professional services by the member; and shall give reasons why such travel may not be accomplished when schools are not in session or when the member is not on duty.
4. Sabbatical Leave for professional improvement will not be granted to any employee more often than one (1) full year for every five (5) consecutive years of service, nor will leave be granted a second time to the same individual when other members of the staff, in sufficient number to fill the quota for the period, have filed a request for and are awaiting such leave. The number of teachers on Sabbatical Leave in any one (1) year will be limited to one (1) for each level -- Middle, Elementary, and High School.
5. If the leave is approved with partial pay, the amount of partial pay, which an employee will receive while on leave under the provisions of this Section, will equal one-half (1/2) of his/her contract salary for the year plus benefits effective in September, and will be paid every two (2) weeks.

6. Upon his/her return from Sabbatical Leave, a member's salary and fringe benefits will be commensurate with the member's actual training and experience; and he/she will be returned to the same position, if available, or one for which the member is certified/licensed.
7. All members will, as a condition of approval for Sabbatical Leave of Absence for professional growth, sign a written agreement to return to service in the Rootstown Local Schools for a period of at least one (1) year immediately following the satisfactory completion of the program for professional improvement within the specified period, or to refund to the Board all of the partial pay received during the period of leave. The refund requirement will not apply in case of the death of the member while on leave; in cases of illness or injury, the obligation will be deferred until the member can resume his/her employment.

Refund of pay received on leave may also be required if the member failed to complete the program of professional improvement, unless such failure was beyond the control of the member.

If the person terminates service before the end of the one (1) year minimum, a salary refund to the Board will be due proportional to the amount of service not actually rendered.

This Section ("7") only applies to those persons who are granted leave with partial pay.

I. UNPAID PATERNITY/MATERNITY/ADOPTION

1. Any staff member may use Sick Leave, or advancements thereof, for absence due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom (hereafter collectively referred to as "pregnancy"). Maternity Leave may be used in lieu of Sick Leave when any staff member has exhausted Sick Leave, or when the staff member has determined that a transfer from Sick Leave to Maternity Leave is necessary. A staff member who is pregnant, or adopting a child less than one (1) year of age, may request and shall be entitled to a Leave of Absence without pay for maternity or child care reasons to begin any time during pregnancy -- or, in the case of adoption, the receipt of custody, or up to one (1) year for child care after the child is born or adopted. At the option of the employee, such leave shall be for the remainder of the current semester, or for the remainder of the school year and three (3) additional semesters.
2. Application for Leave: Application for Maternity Leave shall be filed on the Leave of Absence Form, and shall contain a statement on the expected date of birth -- or, in the case of adoption, the date of obtaining custody, the date on which the leave is to commence, and the term of the leave. In the case of miscarriage,

abortion, or adoption problems, the professional staff member shall be entitled to reinstatement at the beginning of the next grading period. The employee shall be entitled to return at any time during the approved leave period, provided that she notifies the Superintendent at least ten (10) school days prior to the date she wishes to return, and furnishes a statement from her physician attesting to her ability to resume the full performance of her duties and responsibilities.

3. Rights While on Leave: Any staff member on Paternity/Maternity/Adoption Leave, or Child Care Leave, shall be entitled to request and receive the right to continue to be covered by any or all insurances provided the teacher pays to the Board Treasurer (in advance each month) the full amount of the monthly group plan premium of such coverages. Any overpayment of premium shall be refunded to the staff member upon termination of leave. Child Care Leave provisions of Maternity Leave apply to either of the adopting or natural parents (father and/or mother). Upon his/her return from leave, a member's salary and fringe benefits will be commensurate with the member's actual training and experience; and he/she will be returned to the same position, if available, or one for which the member is certified/licensed.

J. MILITARY LEAVE

1. Any certificated/licensed employee in any of the U.S. Military Services who is called to active duty for up to a two (2) week period shall be paid the difference between what he/she receives from military and his/her per diem rate on his/her current teaching contract.
2. Any teacher who may be conscripted into the defense forces of the United States for service or training shall be granted a Military Leave. He/she shall be reinstated into his/her position in the school system with full credit, including annual increments under the salary schedule, upon written request supported by competent proof that the teacher is fully qualified to perform the duties of the position. Application for reinstatement shall be made within a reasonable time not to exceed ninety (90) days from the date of said release or honorable discharge from the military service.
3. Military Leave shall not be deducted from accumulated Sick Leave days.

K. POLITICAL LEAVE

1. A teacher has the right to become a candidate for public office and to serve in said elective office, unless there is a specific legal prohibition. Leave for this purpose may be granted by the Board, upon request by the teacher.
2. Upon request of the REA, a member of the teaching staff elected to a State or National office of a bona fide professional organization, at either State or National level, may be granted a Leave of Absence not to exceed two (2) years unless

there is a specific legal prohibition. Bona fide professional organization to be determined by the Association President and the Superintendent.

3. If the office does not obviously require full-time availability, the teacher must demonstrate that it is full time prior to commencement of leave.
4. If the Board anticipates a denial of such leave, the Board must demonstrate its rationale for the denial.

L. OTHER LEAVES OF ABSENCE

1. Upon recommendation of the Superintendent, the Board may authorize leaves of absence for teachers for circumstances not previously covered in the Leave Policies.
2. Leaves of absence shall be limited to a period not to exceed two (2) years, and shall be granted only after a written request and full study of each situation.
3. Upon his/her return from leave, a member's salary and fringe benefits will be commensurate with the member's actual training and experience; and he/she will be returned to the same position, if available, or one for which the member is certified/licensed.

M. FAMILY & MEDICAL LEAVE ACT

According to the Family and Medical Leave Act (FMLA), a bargaining unit member may take up to twelve (12) weeks of unpaid leave in a twelve (12) month period because of the birth of a child, or the placement of an adoption or foster care child with the bargaining unit member, or for care of a spouse, child, or parent who has a serious health condition or for a serious health condition that makes the employee unable to perform employee's job. During such leave, the bargaining unit member will be entitled to continuation of health benefits with the same level of Board contributions as exists during the work time to the extent a bargaining unit member receives pay under Article 22, such time in pay status shall be credited against the twelve (12) week leave period to qualify for use of the leave for care of spouse, child, parent or self. The bargaining unit member must submit certification satisfactory to the Board. To be eligible for leave under this section, the employee must have worked at least one thousand, two hundred fifty (1,250.00) hours in the prior twelve (12) month period. For the purpose of this section, the prior twelve (12) month period is considered to be the prior school year.

ARTICLE 23. DEDUCTIONS

A. REQUIRED DEDUCTIONS

1. Deductions for taxes and retirement shall be withheld each pay according to the appropriate tax tables.
2. Association dues/fees shall be deducted as outlined in Section C (Professional Association Dues and Financial Security), below.

B. VOLUNTARY DEDUCTIONS

1. Certificated/licensed personnel may request the following new payroll deductions or changes in current payroll deductions at any time, upon completion of the proper forms submitted to the Board Treasurer at least ten (10) days prior to effective date:
 - a. Other Insurances
 - b. Credit Union
 - c. United Way
 - d. EPAC
 - e. Tax-sheltered Annuities: The Board agrees that, pursuant to Internal Revenue Code (IRC) Section 403(B) and Section 457, and subject to the restrictions and limitations outlined below, employees may elect to enter into salary reductions agreements under which the Board will make contributions from the employee's salary or other compensation to an annuity contract or custodial account that is qualified under IRC Section 403(B) and Section 457 (a Tax-sheltered Annuity). The following restrictions and limitations apply with respect to such matters:
 - (1) The Board may restrict the timing of the employee salary reduction elections to comply with the requirements of the Treasury Regulations Sections 1.403(B) - 1(B)(3). Employees must make their elections in writing.
 - (2) Employees are responsible for limiting the amount of their contributions to the Internal Revenue Code limits and must sign a certification on file in the Treasurer's office. The Board may, but is not required to, restrict or limit contributions on behalf of employees to the extent that it believes that the total contributions for an employee will exceed the IRC limits or otherwise will be currently subject to income tax.

(3) The Board will make reports to the Internal Revenue Service (e.g., Form W-2's) and withhold federal, state, and local income taxes as it believes it is required to do by law.

f. Savings Bonds

g. Direct Deposit

2. Deduction amounts and from which pay will be determined for each type, by agreement between the Association and the Administration.

C. PROFESSIONAL ASSOCIATION DUES AND FINANCIAL SECURITY

1. In recognition of the Association's service to the bargaining unit, all members of the bargaining unit shall either be members of the REA or share in the financial support of the REA by paying to the Association a Representation Fee, equivalent to the amount of dues of the Association, in the manner prescribed below. These deductions shall be an exclusive right conferred upon the REA as the recognized representative of the certified/licensed personnel, as defined in Article 1. RECOGNITION contained herein.

a. Each bargaining unit member who has not submitted his/her required dues or Representation Fee to the Association shall be given an opportunity to submit a Payroll Deduction Form to the Board Treasurer by the end of the first week of school. The Payroll Deduction Form shall continue to be effective from year to year. The Board Treasurer shall have the form prior to making deductions.

b. The deduction shall be made equally, each biweekly paycheck, commencing the first pay in October through the last paycheck in May.

To insure compliance with Federal Court rulings in respect to Agency Fee provisions, Agency Fee deductions shall begin with the first payroll on or after January 15, and continue in equal monthly installments through the last pay in August each year.

c. Each bargaining unit member may also authorize deductions for the Educators Political Action Committee (EPAC) as a part of the individual unit member's dues. This authorization shall be made on a Payroll Deduction Form and submitted to the Board Treasurer.

d. Deductions shall continue each year automatically unless withdrawn. Withdrawal of authorization for payroll deduction for Association dues must be in writing to the Association and the Board of Education between August 1 and September 1, but does not negate the obligation to pay

either the dues or the Representation Fee to the Association. The Association shall forward to the Board Treasurer and to the employee, by October 1 of each year, the amount to be deducted for that year.

- e. The Board Treasurer shall give to the Association Treasurer, within ten (10) calendar days, the total amount to be deducted along with a complete description by name of the amount deducted.
- f. The individual may be held liable for civil action for damages for failure to either pay the dues or the Representation Fee.
- g. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision, provided that:
 - (1) The Board shall give a ten (10) day written notice of any claim made or action filed against the Employer by a nonmember for which indemnification may be claimed.
 - (2) The Association can designate counsel to represent and defend the Employee. However, the Employer may hire, at its own expense, independent counsel to represent and defend itself.
 - (3) The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings; and (b) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
 - (4) The action brought against the Board must be a direct consequence of the Board's good faith compliance with the Fair Share Fee provision of the Collective Bargaining Agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to Court order) or misapplies such Fair Share Fee provision herein.

The above Fair Share Fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

ARTICLE 24. PAYROLL

- A.** Payment of salaries shall be made over a twelve (12) month period. Total salary shall be paid in twenty-six (26) equal payments each school year. Notification of any Board-

instituted changes in payroll deductions will be made and an explanation of such changes will be made with the paycheck.

- B. All employees will be required to complete the forms requested by the Treasurer prior to receiving the initial check at the beginning of each school year.
- C. During the summer, paychecks will be sent to one (1) address of the employee's choosing at Board expense.
- D. Each paycheck stub will indicate individual deductions, cumulative totals for earnings, Sick Leave, and taxes. The stub shall not include the employee's social security number or bank account number. All stubs shall remain in a secure location in each building until the employee can pick it up during the day.
- E. Deductions from salary for days docked will be prorated over the remaining pay periods in a school year if the deductions would exceed twenty-five percent (25%) of a paycheck.
- F. All employees shall be on direct deposit.

ARTICLE 25. SALARY PROCEDURE

A. GENERAL PRINCIPLES

Salaries shall be determined in accordance with the Salary Schedules adopted by the Board with the agreement of the Association.

B. CLASSIFICATIONS

Employees will be classified by the Board at such time as provided in this Master Contract; and will be placed on the Salary Schedule at the level warranted by their experience, training, classification, etc.

C. PURPOSE OF SALARY SCHEDULE

1. To enable the Administration to secure well trained and competent personnel and retain those who have rendered satisfactory and efficient service.
2. To induce teachers to improve their service by increasing their professional training.
3. To provide means by which the Board of Education may determine the annual budget requirements for salaries.

D. DESCRIPTION AND PROVISIONS OF SALARY SCHEDULE

1. This schedule is of the single-salary type, providing equal salaries for teachers of equal qualifications and experience.
2. This schedule provides for seven (7) levels of training with the maximum salary reached in twenty-six (26) years of recognized experience.
3. Evaluation of training will be based upon the official college transcripts which each teacher must file with the County Superintendent and the Local Superintendent.
4. Full credit for professional experience in an accredited public school outside the Rootstown School District may be given with maximum of five (5) years.
5. Full credit for military service will be granted up to a maximum of five (5) years' experience.
6. Additional Training
 - a. Staff may move horizontally twice during the school year (at the beginning of the school year or at the beginning of the second semester), provided:
 - (1) Academic work is completed satisfactorily.
 - (2) Academic work provides sufficient quarter hours to qualify for the next column on the Salary Schedule.
 - (3) Satisfactory evidence or application for official transcript has been received at the Board office no more than fourteen (14) calendar days after the beginning of the first or second semester.
 - (4) Above criteria are based on eventual receipt of the official transcript. The intent is not to penalize the teacher because of normal delays by the university.
 - (5) It is understood that second semester raises will only apply to the remaining days of the school year, and may not be retroactive. This salary adjustment will be reflected in the first full pay period after the raise has been approved by the Board.
 - (6) In order to qualify for additional training increments, the teacher must earn additional hours (quarter) beyond the current degree

ARTICLE 26. SALARY AND INDEX

- A.** Effective August 1, 2012 the Base Salary (BA-0) Step shall be \$32,795.00. Index (Base Salary multiplied by the Index number) is the annual salary commensurate with training and experience. Daily rate is annual salary divided by 184. Hours in quarter hours.

All members shall receive their step/column movement for the 2010-11 contract year and the 2011-12 contract year. Members shall receive step/column movement and salary compensation at the appropriate step each year of the Agreement, effective August 1, 2012, August 1, 2013, and August 1, 2014. There will be no increase on the base for the term of this Agreement.

B. SALARY SCHEDULE INDEX FOR PLACEMENT

YEARS	BACH	BA+12	BA+24	BA+36	MAST	MA+12	MA+30
0	1.0000	1.0500	1.0800	1.1175	1.1550	1.2050	1.2800
1	1.0500	1.0900	1.1200	1.1625	1.2075	1.2575	1.3325
2	1.0900	1.1300	1.1600	1.2075	1.2600	1.3100	1.3850
3	1.1300	1.1700	1.2000	1.2525	1.3125	1.3625	1.4375
4	1.1700	1.2100	1.2400	1.2975	1.3650	1.4150	1.4900
5	1.2100	1.2500	1.2800	1.3425	1.4175	1.4675	1.5425
6	1.2500	1.2900	1.3200	1.3875	1.4700	1.5200	1.5950
7	1.2900	1.3300	1.3600	1.4325	1.5225	1.5725	1.6475
8	1.3300	1.3700	1.4000	1.4775	1.5750	1.6250	1.7000
9	1.3700	1.4100	1.4400	1.5225	1.6275	1.6775	1.7525
10	1.4100	1.4500	1.4800	1.5675	1.6800	1.7300	1.8050
11	1.4500	1.4900	1.5200	1.6125	1.7325	1.7825	1.8575
12	1.4900	1.5300	1.5600	1.6575	1.7850	1.8350	1.9100
13	1.5300	1.5700	1.6000	1.7025	1.8375	1.8875	1.9625
14	1.5800	1.6200	1.6500	1.7575	1.9000	1.9500	2.0250
15	1.5800	1.6200	1.6500	1.7575	1.9000	1.9500	2.0250
16	1.5800	1.6200	1.6500	1.7575	1.9000	1.9500	2.0250
17	1.5800	1.6200	1.6500	1.7575	1.9000	1.9500	2.0250
18	1.6300	1.6700	1.7000	1.8125	1.9625	2.0125	2.0875
19	1.6300	1.6700	1.7000	1.8125	1.9625	2.0125	2.0875
20	1.6300	1.6700	1.7000	1.8125	1.9625	2.0125	2.0875
21	1.6300	1.6700	1.7000	1.8125	1.9625	2.0125	2.0875
22	1.6800	1.7200	1.7500	1.8675	2.0250	2.0750	2.1375
23	1.6800	1.7200	1.7500	1.8675	2.0250	2.0750	2.1375
24	1.6800	1.7200	1.7500	1.8675	2.0250	2.0750	2.1375
25	1.6800	1.7200	1.7500	1.8675	2.0250	2.0750	2.1375
26	1.7300	1.7700	1.8000	1.9225	2.0875	2.1375	2.1875
27	1.7300	1.7700	1.8000	1.9225	2.0875	2.1375	2.1875
28	1.7300	1.7700	1.8000	1.9225	2.0875	2.1375	2.1875
29	1.7300	1.7700	1.8000	1.9225	2.0875	2.1375	2.1875
30	1.7300	1.7700	1.8000	1.9225	2.0875	2.1375	2.1875

C. In recognition of a small district's need to have teachers involved after the school day in order to remain successful, the Board will pay a \$1,000 bonus per contract to any bargaining unit member who accepts a supplemental contract of 6% or above, \$500 per contract to any bargaining unit member who accepts a supplemental contract of less than 6%. Such payments will be made at the end of the school year.

SALARY SCHEDULE EFFECTIVE AUGUST 1, 2011 BASE SALARY \$32,795.00

<u>YEARS</u>	<u>BACH</u>	<u>BA + 12</u>	<u>BA + 24</u>	<u>BA + 36</u>	<u>MAST</u>	<u>MA+12</u>	<u>MA+30</u>
STEP 0	32,795	34,435	35,419	36,648	37,878	39,518	41,978
STEP 1	34,435	35,747	36,730	38,124	39,600	41,240	43,699
STEP 2	35,747	37,058	38,042	39,600	41,322	42,961	45,421
STEP 3	37,058	38,370	39,354	41,076	43,043	44,683	47,143
STEP 4	38,370	39,682	40,666	42,552	44,765	46,405	48,865
STEP 5	39,682	40,994	41,978	44,027	46,487	48,127	50,586
STEP 6	40,994	42,306	43,289	45,503	48,209	49,848	52,308
STEP 7	42,306	43,617	44,601	46,979	49,930	51,570	54,030
STEP 8	43,617	44,929	45,913	48,455	51,652	53,292	55,752
STEP 9	44,929	46,241	47,225	49,930	53,374	55,014	57,473
STEP 10	46,241	47,553	48,537	51,406	55,096	56,735	59,195
STEP 11	47,553	48,865	49,848	52,882	56,817	58,457	60,917
STEP 12	48,865	50,176	51,160	54,358	58,539	60,179	62,638
STEP 13	50,176	51,488	52,472	55,833	60,261	61,901	64,360
STEP 14	51,816	53,128	54,112	57,637	62,311	63,950	66,410
STEP 15	51,816	53,128	54,112	57,637	62,311	63,950	66,410
STEP 16	51,816	53,128	54,112	57,637	62,311	63,950	66,410
STEP 17	51,816	53,128	54,112	57,637	62,311	63,950	66,410
STEP 18	53,456	54,768	55,752	59,441	64,360	66,000	68,460
STEP 19	53,456	54,768	55,752	59,441	64,360	66,000	68,460
STEP 20	53,456	54,768	55,752	59,441	64,360	66,000	68,460
STEP 21	53,456	54,768	55,752	59,441	64,360	66,000	68,460
STEP 22	55,096	56,407	57,391	61,245	66,410	68,050	70,099
STEP 23	55,096	56,407	57,391	61,245	66,410	68,050	70,099
STEP 24	55,096	56,407	57,391	61,245	66,410	68,050	70,099
STEP 25	55,096	56,407	57,391	61,245	66,410	68,050	70,099
STEP 26	56,735	58,047	59,031	63,048	68,460	70,099	71,739
STEP 27	56,735	58,047	59,031	63,048	68,460	70,099	71,739
STEP 28	56,735	58,047	59,031	63,048	68,460	70,099	71,739
STEP 29	56,735	58,047	59,031	63,048	68,460	70,099	71,739
STEP 30	56,735	58,047	59,031	63,048	68,460	70,099	71,739

ARTICLE 27. EXTENDED SERVICES

- A. Extended Service shall be paid on the individual's daily rate for any required working days beyond one hundred eighty-four (184) days in a school year.
- B. Saturday school supervision shall be paid at \$60.00 per session.

ARTICLE 28. SUPPLEMENTAL SALARY

- A. A complete list of available supplemental contracts available for the following school year shall be provided to teachers by February 1 of the preceding school year.
- B. Teachers shall have until the end of the second full week in February to request any supplemental contracts for which they meet the qualifications. These contracts shall be awarded on a seniority basis.
- C. Supplemental contracts not filled under section B shall then be bid to the public at the appropriate times. Such contracts shall be awarded in accordance with Ohio Revised Code 3313.53.
- D. Teachers failing to request a supplemental contract by the February deadline shall not be excluded from bidding during the public posting period.
- E. Position definition [percent multiplied by effective BA-0 Base].

12.75%

High School Football

7%

Middle School Faculty Manager

12%

High School Band

6%

High School Cheerleader Advisor
High School Student Council Advisor
High School Year Book

11.5%

H.S. Basketball (1 Boys/1 Girls)

5.75%

High School Assistant Baseball
High School Assistant Track
High School Assistant Cross Country
High School Assistant Softball
JV Soccer
Fitness Coordinator
High School Assistant Football
H.S. Asst Basketball (2 Boys/2Girls)
Assistant Golf Coach
Assistant Band
High School Assistant Volleyball
High School Assistant Wrestling

8.5%

Associate Athletic Director
High School Track (1 Boys/1 Girls)
High School Baseball
High School Softball
High School Volleyball
High School Cross Country
Varsity Soccer (1 Boys/1 Girls)
High School Wrestling
High School Golf
High School Bowling

7.75%

High School Faculty Manager

5%

High School Drama (2 Plays Annually)
Middle School Track (1 Boys/1 Girls)
Football Coach, M.S. (2)
Department Chairpersons
M.S. Basketball (2 Boys/2 Girls)
Middle School Volleyball (2)
Middle School Wrestling

4.25%

H.S. Assistant Cheerleader Advisor
High School Vocal

3.5%

Middle School Cheerleader Advisor
Junior Class Advisor

2.5%

H.S. Assist Drama (2 Plays Annually)
High School National Honor Society
Senior Class Advisor
M.S. Band (if board approves competition)
M.S. Choir (if Board approves competition)
Technology Club (1)

1.5%

Middle School Student Council
H.S. Academic Challenge/Quiz Bowl
Art Club (2)
Elementary Enrichment (4)
Home Economics Club
Sophomore Class Advisor
Freshman Class Advisor
Youth Safety Council
Chess Club

F. SUPPLEMENTAL INDEX

<u>YEARS</u>	<u>INDEX</u>
0-1	1.00
2-3	1.05
4-5	1.10
6-8	1.15
8-9	1.20
10+	1.25

YEARS: Years of experience regardless of the school district.

- G. For administrative/Board-required curriculum work outside the school day: Eight Dollars (\$8.00) per hour. A written contract must be issued for said work.
- H. Either party may, upon serving notice to the other party, re-open this Master Agreement for the purpose of negotiating on supplemental contracts. The written notice shall clearly denote the supplemental issue(s) to be discussed.

If a signed, tentative agreement is not achieved within fifteen (15) calendar days following receipt of the written notice to negotiate by the party upon which notice is served; or, if either the Board or the membership of REA subsequently votes to reject the tentative agreement, negotiations shall cease and this Master Agreement shall continue without change for the remainder of its term.

- I. Teachers who serve on Local Professional Development Committee (LPDC) will receive a \$300.00 stipend and professional staff development hours. The stipend will also be prorated and only paid for meetings attended. The LPDC meeting minutes will serve as documentation for these hours.

ARTICLE 29. MILEAGE

- A.** The mileage rate shall be Thirty-two Cents (\$.32) per mile.
- B.** Any mileage due a teacher shall be paid monthly.
- C.** Mileage may be paid for any mileage incurred when attending functions required by the Administration when attendance at the function lies outside the normal job requirements.
- D.** All mileage will be calculated from the school site and needs to be supported by a map program, i.e., map quest or some similar program.
- E.** Mileage reimbursement requests need to be pre-approved by the building administrator.

ARTICLE 30. TUTORS

[Salary for tutors will have ten (10) vertical steps with horizontal steps conforming to the teachers' Salary Schedule and reflecting the same increase based on the hourly rate.]

- A.** All tutors will receive the same percentage increase in salary as the BA-0 Step base.
- B.** Full-time tutors are defined as and will be granted a contract at five (5) hours a day including a thirty (30) minute continuous duty-free lunch.
- C.** Upon eligibility, tutors shall be issued continuing contracts.
- D.** Effective August 1, 2011, the Base Salary (BA-0) Step shall be \$18.64 an hour.
- E.** Index (Base Salary, "D" above, multiplied by the Index number) is the annual salary commensurate with training and experience. Daily rate is annual salary divided by 184. Hours in quarter hours.

F. SALARY SCHEDULE INDEX FOR PLACEMENT

YEARS	BACH	BA+12	BA+24	BA+36	MAST	MA+12	MA+30
0	1.0000	1.0500	1.0800	1.1175	1.1550	1.2050	1.2800
1	1.0500	1.0900	1.1200	1.1625	1.2075	1.2575	1.3325
2	1.0900	1.1300	1.1600	1.2075	1.2600	1.3100	1.3850
3	1.1300	1.1700	1.2000	1.2525	1.3125	1.3625	1.4375
4	1.1700	1.2100	1.2400	1.2975	1.3650	1.4150	1.4900
5	1.2100	1.2500	1.2800	1.3425	1.4175	1.4675	1.5425
6	1.2500	1.2900	1.3200	1.3875	1.4700	1.5200	1.5950
7	1.2900	1.3300	1.3600	1.4325	1.5225	1.5725	1.6475
8	1.3300	1.3700	1.4000	1.4775	1.5750	1.6250	1.7000
9	1.3700	1.4100	1.4400	1.5225	1.6275	1.6775	1.7525
10	1.4100	1.4500	1.4800	1.5675	1.6800	1.7300	1.8050

G.

**SALARY SCHEDULE FOR TUTORS EFFECTIVE AUGUST 1, 2011
BA-0 = \$18.64**

YEARS	BACH	BA+12	BA+24	BA+36	MAST	MA+12	MA+30
0	\$18.64	\$19.57	\$20.13	\$20.83	\$21.53	\$22.46	\$23.86
1	\$19.57	\$20.32	\$20.88	\$21.67	\$22.51	\$23.44	\$24.84
2	\$20.32	\$21.06	\$21.62	\$22.51	\$23.49	\$24.42	\$25.82
3	\$21.06	\$21.81	\$22.37	\$23.35	\$24.47	\$25.40	\$26.80
4	\$21.81	\$22.55	\$23.11	\$24.19	\$25.44	\$26.38	\$27.77
5	\$22.55	\$23.30	\$23.86	\$25.02	\$26.42	\$27.35	\$28.75
6	\$23.30	\$24.05	\$24.60	\$25.86	\$27.40	\$28.33	\$29.73
7	\$24.05	\$24.79	\$25.35	\$26.70	\$28.38	\$29.31	\$30.71
8	\$24.79	\$25.54	\$26.10	\$27.54	\$29.36	\$30.29	\$31.69
9	\$25.54	\$26.28	\$26.84	\$28.38	\$30.34	\$31.27	\$32.67
10	\$26.28	\$27.03	\$27.59	\$29.22	\$31.32	\$32.25	\$33.65

ARTICLE 31. INSURANCE

A. COMPREHENSIVE MAJOR MEDICAL PLAN

SUMMARY OF SCHEDULE OF BENEFITS: Effective 1/1/2001

Following is a Summary of Benefits covered under this Plan. All benefits are subject to medical necessity unless otherwise stated herein. All out-of-state claims and emergencies are to be treated as In-Network claims. Unless otherwise stated, all benefits are subject to the following deductible, co-pay, and maximum amounts:

1.	Lifetime Maximum Benefit for Eligible Expenses	\$ 2,000,000 per covered person
2.	Deductible (calendar year)	
	per covered person	\$ 100.00
	to a family limit of	\$ 200.00
3.	Percentage for all Care and Treatment:	
	In-Network	90% of the first \$ 2,500.00
	Out-of-Network	80% of the first \$ 2,500.00
4.	Individual Out-of-pocket Maximum per year including deductible:	
	In-Network:	
	per person	\$ 350.00
	per family	\$ 700.00
	Out-of-Network:	
	per person	\$ 600.00
	per family	\$ 1,200.00
5.	Maximum Daily Service Charge	Semi-Private Room Charge of confining hospital
6.	Special Care Units (ICU & CCU)	R&C, subject to deductible and coinsurance
7.	Ancillary Services Maximum	R&C, subject to deductible and coinsurance
8.	In-Hospital Physician Visits	R&C, subject to deductible and coinsurance
9.	Diagnostic, X-ray & Lab -- In- & Out-Patient	R&C, subject to deductible and coinsurance
	Pap Smear or Prostate Test	100% of R&C, limited to 1 per calendar year
10.	Routine Mammogram	100% of R&C, limited to \$100.00 per calendar year
11.	Surgical Services	R&C, subject to deductible and coinsurance
12.	Anesthesia	R&C, subject to deductible and coinsurance
13.	In-Patient Therapy Services	R&C, subject to deductible and coinsurance
14.	Occupational Therapy	R&C, subject to deductible and coinsurance
15.	Home Health Care Services (see attached)	R&C, subject to deductible and coinsurance
	Calendar Year Maximum	100 Visits

16.	Hospice Care Limited to 6 months of coverage	80% R&C
17.	Pregnancy Services	Treated as any other illness
18.	Routine Nursery Care	R&C, subject to deductible and coinsurance
19.	Newborn Exam—first inpatient visit only	R&C, subject to deductible and coinsurance
20.	Pre-Admission Testing	100% R&C
21.	Voluntary Second or Third Surgical Opinion	100% R&C
22.	Emergency Room Treatment Accident (Care received within 90 days as long as initial treatment is received within 72 hours of accident)	100% R&C to a limit of \$300.00
23.	Illness	R&C, subject to deductible and coinsurance
24.	Mental, Nervous Disorders & Substance Abuse	R&C, subject to deductible and coinsurance
	In-patient Calendar Year Maximum	\$50,000.00
	Out-patient Calendar Year Maximum	\$ 5,000.00
	(Must complete program for any part to be eligible)	
25.	Rehabilitation Facility Services (Up to 365 days of coverage)	50% R&C

PRE-EXISTING CONDITIONS FOR NEW PARTICIPANTS

- 26. A condition is deemed to be pre-existing if treatment was received or expense incurred during the three (3) months immediately preceding the effective date.
- 27. The pre-existing limitation of the contract is satisfied if the participant has gone without treatment or expense incurred for three (3) consecutive months or twelve (12) months having expired while covered under the Plan.

DENTAL PLAN

- 28. Sealants for Children Under Age 14: Pre-molars 100%

HOME HEALTH AND HOSPICE CARE

HOME HEALTH CARE SERVICES: Provides home and office visits for the treatment of an injury, illness, or condition for which you were hospitalized. Visits must begin within 30 days from the date you were discharged. Home Health Care must be prescribed by a physician and reviewed and approved by the physician every two weeks. Benefits are not provided for any visit made more than 365 days after the date of the first visit. We will pay the R&C amounts for the following covered services, subject to the deductible and coinsurance, to a calendar year maximum of 100 visits:

- > professional services of a R.N. or L.P.N.
- > treatment by physical means, occupational therapy or speech therapy
- > medical and surgical supplies
- > prescribed drugs
- > oxygen and its administration
- > medical social service consultations
- > health aid services when you are also receiving covered nursing or Therapy Service

We do not pay Home Health Care Services for:

- > dietician services
- > homemaker services
- > maintenance therapy
- > dialysis treatment
- > purchase or rental of dialysis equipment
- > food or home delivered meals
- > training

B. The Board of Education shall provide and pay the premium for Twenty-Five Thousand Dollars (\$25,000.00) of Term Life Insurance for each teacher.

- C. The Board of Education shall provide Single or Family Dental Insurance Coverage for each teacher. Specifications shall be no less than the current Plan. The Board shall pay the premium for Single or Family coverage.
- D. The Board of Education has the right to change insurance carriers after providing for input from the Association, so long as coverage benefits and specifications are not reduced. A single insurance carrier has been provided for all covered employees.
- E. The provisions of the Family Medical Leave Act (FMLA) shall be followed.
- F. Each employee enrolled in the family or single plan shall pay ten percent (10%) of the premium with a cap of one hundred twenty five dollars (\$125.00) per month for family coverage and fifty dollars (\$50.00) per month for single coverage. Payments shall be made through equal monthly payroll deductions.
- G. The Board will offer employees a Flexible Spending Plan under Section 125 of the Internal Revenue Code with Board paid administrative costs.
- H. A member may opt out of insurance coverage by giving written notice to the Treasurer. Member(s) opting out shall receive a six hundred dollar (\$600.00) stipend the first pay in June.

When two married members are employed by the District, one (1) may carry the insurance coverage, and the other shall opt out and receive the stipend.

ARTICLE 32. PROFESSIONAL DEVELOPMENT PROGRAM

- A. The Board of Education shall appropriate Ten Thousand Dollars (\$10,000.00) for each fiscal year (July 1 through June 30) of this Agreement, to provide supplemental pay to teachers for earned college credit subject to the following conditions:
 1. The teacher shall have taught in the Rootstown Schools for a minimum of three (3) years.
 2. The college course must be taken in or related to education. Correspondence and television courses shall be approved for purposes of reimbursement if they are from an approved list provided by the Ohio Department of Education.
 3. The unused portion of the sum appropriated above shall be re-appropriated for use during the next payment period.
 4. Available monies, at least Five Thousand Dollars (\$5,000.00) per payment period, shall be provided to pay supplemental pay to qualified teachers as follows:

- a. Teachers must file transcripts and proof of payment in the Superintendent's office by March 1 for courses completed July 1 through December 31 of the previous calendar year.
 - b. Teachers must file transcripts and proof of payment in the Superintendent's office by October 31st for courses completed January 1 through June 30 of the same calendar year.
5. The teachers shall submit written proof in the form of an official transcript of completed credit, at an accredited university, with a "C" or better grade, or pass on pass/fail, to the Superintendent at the conclusion of the quarter/semester in which the previously approved course was taken.
 6. The amount of payment will be determined by dividing the total of all participants' course hours into the appropriated amount. The resulting amount per course hour will be distributed to each eligible teacher according to the number of course hours completed. (Not to exceed the actual cost of courses taken.)

Payment will be a single sum, in a separate check, following receipt of transcripts in Paragraph 4.a. and b., above.
 7. Each teacher receiving supplemental pay under this Section, prior to his/her receipt of such pay, shall agree that he/she will teach in this District for at least one (1) full school year following receipt of such supplemental pay. If such teacher fails to teach in the District for the required period, the amount of such supplemental pay received during the prior school year shall be deducted from said teacher's final pay.
 8. See application form -- Appendix J.

ARTICLE 33. SEVERANCE PAY

- A.** A teacher with ten (10) or more years of service in the District, who elects to retire from active teaching service, shall receive in one (1) lump sum thirty percent (30%) of the value of his/her accrued and unused Sick Leave, to a maximum of forty (40) days, multiplied times his/her per diem rate at the time of retirement.
- B.** Payment shall be made upon written evidence of approval of retirement eligibility from the State Teachers Retirement System (STRS). Severance Pay shall then be paid no later than sixty (60) days after the last date of employment. Payment for Sick Leave on this basis shall be considered to eliminate all Sick Leave credit accumulated at that time. Such payment shall be made only once to any teacher.

ARTICLE 34. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "Grievance" is a claim based upon an event that alleges a violation, misapplication, or misinterpretation of:
 - a. This Master Agreement.
 - b. Existing Board policy or written administrative rules and regulations.
2. An "Aggrieved Person" is an employee or group of employees or the Association having a grievance.
3. "Days" used in reference to limitations shall refer to in-school days only, not weekends or vacations.
4. An "Employee(s)" for purposes of this Article shall be defined as those persons who are in the bargaining unit as defined herein.

B. PURPOSE

1. The purpose of this Grievance Procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the Procedure.
2. Nothing herein shall prohibit any aggrieved person from discussing his/her grievance informally with any member of the Administration.
3. Any aggrieved person may be represented at any level by any representative of his/her own choosing. However, for all cases which reach the formal level, the REA President shall receive a copy of any grievance and/or any grievance response.

C. GENERAL PRACTICES

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximums and every effort should be made to adhere to those maximums; however, they may be extended by mutual agreement of the parties involved.
2. At any level, a grievance may be withdrawn without prejudice or record.
3. Copies of all written decisions or communications should be made in triplicate and sent to the involved parties at the respective level.

4. Reprisals shall not be taken by or against any involved parties for reason of said participation.
5. Upon resolution of the grievance, all materials in possession of the Administration regarding the nature of the grievance shall be entrusted to the Treasurer to be placed in a closed file. No grievance material shall be placed in a personnel file. Only mutual consent of the Association President and the Superintendent, or a Court order, will constitute opening of the file. All materials shall be destroyed after three (3) years.
6. All complaints, claims, or alleged grievances must go through the Informal Procedure defined herein, prior to filing a written formal grievance. Matters that concern employees' releases or changes in salary may be filed initially at Level Two.

D. INFORMAL PROCEDURE

1. The Informal Procedure shall consist of informal discussion between the grievant and that/those person(s) at the lowest possible level who has/have authority to resolve the problem.
2. Either or both party(ies) may have a representative present at this discussion.
3. It is expected that this first step will resolve most problems and other action will be unnecessary.

E. FORMAL PROCEDURE

1. LEVEL ONE
 - a. If the grievant(s) is/are not satisfied with the results of the discussion above, or if the problem is not resolved within five (5) days of the Informal Procedure, the grievant(s) may present a formal grievance on the Grievance Form (Appendix K) to the Principal or Immediate Supervisor, with a copy forwarded to the Association.
 - b. The Principal or Immediate Supervisor will conduct a conference within five (5) days at a mutually agreeable time and place.
 - c. A written decision shall be rendered on the Grievance Form by the Principal, within five (5) days after the conference, to the grievant and the Association.

2. LEVEL TWO

- a. Within ten (10) days after receiving the decision of the Principal and assuming no satisfaction, or if no decision is rendered within the time limits, a written notice to continue the process must be submitted to the Superintendent.
- b. The aggrieved, his/her/their representative if requested by the aggrieved, and the Superintendent shall meet within five (5) days after the grievance has been received by the Superintendent.
- c. A written decision shall be rendered by the Superintendent within five (5) days after the conference to the aggrieved and the Association.

3. LEVEL THREE-MEDIATION

Either the Association or the Board may propose that the parties engage in mediation through FMCS for the purpose of resolving the grievance. The parties must mutually agree to mediation or the process shall continue to arbitration within the timelines addressed in this article. Any costs associated with mediation shall be shared by the parties.

4. LEVEL FOUR-ARBITRATION

- a. Within thirty (30) days after the mediation, rendering of the decision at Level Two or a default by the Employer at Level Two, the Union may submit the grievance to arbitration. Within this thirty (30) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately until one name remains who shall be designated the arbitrator to hear the grievance in question. A coin toss shall determine striking order.
- b. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.
- c. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.
- d. The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Labor Arbitration of the American Arbitration Association.

- e. The fees and expenses of the arbitrator shall be borne equally by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.
- f. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.
- g. Arbitrators will be selected from a list provided by The American Arbitration Association. A representative from the Rootstown Teacher's Association and the Rootstown Board of Education shall alternately strike names from the list until a final name remains. However, either party may request a second list if agreement cannot be reached on the final name of the first list. The cost of the selections and use of the arbitrators shall be shared equally between the Rootstown Teacher's Association and the Rootstown Board of Education.

ARTICLE 35. RETIREMENT INCENTIVE PLAN

- A. The summary statement of the Retirement Incentive Plan is as follows: Employees who qualify for the Retirement Incentive Plan are eligible to receive Fifteen Thousand Dollars (\$15,000) as a cash incentive. This incentive will be paid in addition to other retirement benefits such as cash payments for unused Sick Leave pay (severance pay). The Retirement Incentive will be paid in addition to other retirement benefits such as cash payments for unused Sick Leave pay (severance pay). The Retirement Incentive will be paid in two (2) installments: (1) FIRST payment to be made upon the commencement of retirement; (2) FINAL payment to be made no later than March 30 of each year.
 - 1. The employee must be eligible for full retirement (i.e. thirty (30) years of service) and retire by August 1.
 - 2. The employee must have ten (10) or more full years of continuous Rootstown District full-time service since his/her most recent date of employment or reemployment, and must be in an active state of employment at the time of retirement.
 - 3. The employee must submit a request to be included in this Plan to the Superintendent, in writing, at least thirty (30) days prior to the date of retirement. The appropriate request forms will be located in the Superintendent's Office.
 - 4. a. The Retirement Incentive Plan will be extended to those eligible by STRS standards for full retirement with thirty (30) years of service and have on file with the Superintendent, a written request thirty (30) days before the date of retirement and retire by August 1.

- b. An employee who elects not to retire by August 1 of the year in which the employee achieves thirty (30) years' service credit for retirement purposes shall thereafter be ineligible for the Retirement Incentive Plan bonus.
5. The provisions of this Retirement Incentive Plan do not apply to:
- a. Disability retirement.
 - b. Termination or suspension.
 - c. Non-renewals, RIF, or layoff.
 - d. Those who fail to submit a timely application.
 - e. Persons who are currently retired and receiving retirement benefits from STRS, SERS, and PERS.
 - f. Substitute personnel.
6. The Retirement Incentive Plan is entirely voluntary on the part of the employee. Anyone may take a regular service retirement at such time as he/she is eligible. The qualifications listed above apply only to those persons who wish to couple their retirement with the cash bonus.

ARTICLE 36. CONTRACT MAINTENANCE

- A. ENTIRE AGREEMENT CLAUSE.** This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- B. WAIVER OF NEGOTIATION.** The parties acknowledge that during the negotiations which resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties, after the exercise of the right, constitute the entire Contract between them, and settles all demands and issues on all matters within the scope of negotiations.

The Board and the Association shall voluntarily waive, during the life of this Agreement, negotiation rights; and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matter or subject is specifically referred to or covered in this Agreement.

- C. **CONFLICT WITH LAW CLAUSE.** If, during the term of this Contract, there is a change in any applicable State or Federal law, or rule or regulation adopted by the State Department of Education, concerning mandatory subjects of bargaining, which requires the Board of Education to develop policies that change terms or conditions of employment, then the parties will meet to negotiate the affected term(s) or conditions within thirty (30) days. All remaining provisions shall remain in full force and effect.

ARTICLE 37. ENTRY YEAR PROGRAM

At such time as the state requires changes to this program, the negotiating teams shall promptly reconvene for purposes of negotiating this article only. No changes/modifications shall be made by the district until such changes are negotiated.

A. DEFINITIONS

1. **Entry Year Program:** means a program of support provided by the Rootstown Local Schools pursuant to the Entry Year standards to meet the unique needs of employment under a Classroom Teaching Certificate/License or an Educational Personnel Certificate/License during the entry year into the profession.
2. **Consulting Teacher/Mentor:** is a teacher who will provide formative assistance to a Mentee (Entry Year) Teacher. Preference will be given to teachers that are Praxis Three trained or Pathwise trained.
3. **Mentee Teacher/Entry Year Person:** is a teacher in the first year of employment under a Teaching or Educational Personnel Certificate/License.
4. **Formative Assistance:** is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assistance consists of collaboration among professionals to provide adequate diagnosis and assistance to support individual and professional achievement.

B. SELECTION AND ASSIGNMENT OF MENTOR TEACHERS - ORGANIZATION

1. **Criteria/Procedures for Selecting and Assigning Consulting Teachers/Mentors**
 - a. Must be willing to devote additional time for consulting and record keeping involved in the program.
 - b. Prefer three (3) years of teaching experience.
 - c. Must be employed under a Classroom Teaching Certificate/License for assignment to a classroom teacher or specific Educational Personnel Certificate/License similar to that of the Entry Year Person unless

otherwise agreed to by the Mentee Teacher/Entry Year Person/Administrator.

- d. Must have knowledge, skills, attitudes, and values deemed essential for becoming an effective Consulting Teacher/Mentor.

2. Selection of Consulting Teachers/Mentors

- a. Mentors shall apply in writing to the Superintendent by April 30 of the preceding year. A listing of such applicants shall be kept on file in the Superintendent's Office.
- b. An outline of responsibilities and time commitments will be presented to all individuals that have applied. If they choose to remain as an applicant, they will indicate this in writing to the Superintendent's Office.
- c. A Board of Review consisting of the Superintendent or his/her designee and the President of the Rootstown Education Association or his/her designee will screen applicants and make decisions on who will serve as Consulting Teachers/Mentors.

3. Assignment of Consulting Teachers/Mentors

- a. Regular classroom Mentee Teachers/Entry Year Persons should be assigned a Consulting Teacher/Mentor from the same department in the High School, from the same grade level or subject area at the Middle School, or from the same building at a similar grade level in the Elementary School, whenever possible or appropriate.
- b. Mentee Teachers/Entry Year Persons working as traveling specialists at the Elementary level should be assigned a Consulting Teacher/Mentor in the same subject area, whenever possible or appropriate.
- c. If, at any time of professional interaction, the Mentee Teacher/Entry Year Person or the Consulting Teacher/Mentor decides the relationship is not working, either may petition the Building Level Administrator for a change in assignment.

C. STRUCTURE OF THE ENTRY YEAR PROGRAM

- 1. Each Entry Year Person will be assigned a Consulting Teacher/Mentor for the period of one (1) school year.
- 2. Initial orientation for the Entry Year Person will be provided by the Central Office Administration, the Building Administration, and the Consulting Teacher/Mentor.

- a. Information provided by the Central Office or Building Administration at a general meeting of all new staff members before school begins includes:
 - (1) information on the students and the community;
 - (2) the nature of the Entry Year Program;
 - (3) Rootstown Local School District's policies, procedures, and routines;
 - (4) policies, procedures, and routines in school building;
 - (5) courses of study, competency-based education, lesson plan responsibilities, materials procurement procedures;
 - (6) orientation to layout and facilities of the building;
 - (7) any additional information the Entry Year Person may need to be adequately prepared for his/her specific assignment.

- b. Information provided by the Consulting Teacher/Mentor could include, but not be limited, to:
 - (1) assistance in acquiring knowledge of school curriculum, responsibilities for implementing that curriculum, and instructional resources available for such implementation;
 - (2) assistance with management tasks identified as difficult for Entry Year staff (i.e., attendance registers, inventory, budgeting, permanent records, etc.);
 - (3) assistance in improvement of instructional skills and classroom management through formative assistance.

- c. Consulting Teachers/Mentors will be provided the following by the Superintendent or his/her designee:
 - (1) orientation to Consulting Teacher/Mentor responsibilities;
 - (2) training in knowledge and skills necessary to perform Consulting Teacher/Mentor responsibilities, if needed;
 - (3) opportunities to consult with and otherwise assist assigned Mentee Teacher/Entry Year Person on a regular basis.

3.
 - a. Both the Consulting Teacher/Mentor and the Mentee Teacher/Entry Year Person will keep a journal outlining the dates and times when they consult. Other notes may be made, but those notes remain the private property of the individual. The Administration may request only the dates and times from the Mentee Teacher/Entry Year Person and the Consulting Teacher/Mentor to verify its records that the State Standard was met.
 - b. This journal will provide a record of the challenges faced, problems solved, and projects worked on during the entry year. Weekly logs are strongly encouraged as are the Entry Year time lines. It should be done at the beginning of the program and reviewed at the end of the program.
 - c. The Administration is solely responsible for the decision to reemploy the Entry Year Person. No Administrator will ask a Consulting Teacher/Mentor to make statements regarding the performance of the Mentee Teacher/Entry Year Person.

4. Evaluation of the Entry Year Program

The Rootstown Local Schools will evaluate the Entry Year Program annually. Program Administrators, Consulting Teachers/Mentors, and Mentee Teachers/Entry Year Persons will be involved in the evaluation.

D. LONG-RANGE MENTOR TRAINING AND REWARDS

Consulting Teachers/Mentors will be paid a stipend of Five Hundred Dollars (\$500.00) for the state required contact time with the Mentee Teacher/Entry Year Person outside the school day, and Twenty Dollars (\$20.00) per hour for required summer training prior to the initial mentoring experience. If any Praxis III Assessment fee is required of the Entry Year Teacher, that fee shall be paid by the Board. Reimbursements under this section are borne by the District only in the event that State Funds have not been allocated for this purpose.

ARTICLE 38. MANAGEMENT RIGHTS

A. MANAGEMENT RIGHTS PER STATUTE:

1. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the public employer; standards of services, its overall budget, utilization of technology, and organizational structure.
2. Direct, supervise, evaluate, or hire employees.

3. Maintain and improve the efficiency and effectiveness of governmental operations.
4. Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted.
5. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees.
6. Determine the adequacy of the work force.
7. Determine the overall mission of the Employer as a unit of government.
8. Effectively manage the work force.
9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 39. CONTINUOUS IMPROVEMENT PLAN

- A. Any committee formed for the purpose of Continuous Improvement Plan or any other reason shall not have any authority to alter any provisions of the parties' master agreement. The parties expressly agree that any discussion or action on the part of these committees which alters or impacts any contractual provision shall be considered null and void. The parties further agree that any participation by the Association on these committees shall not be considered in any way as a waiver of bargaining.

ARTICLE 40. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Section 1: Establishment of Committee

The Rootstown Local School District (RLSD) Local Professional Development Committee (LPDC) is hereby established as the name of the entity required by Senate Bill 230. This committee shall serve the licensed and certified staff, administrators, and teachers of the Rootstown Local School District and shall be the only committee of its type authorized to operate on behalf of the Rootstown Local School District.

B. Section 2: Purpose

The sole purpose of the Rootstown Local School District Local Professional Development Committee shall be to oversee, review, and act on Individual Professional Development Plans (IPDP) for course work, CEU's, and other equivalent activities for renewal of certificates and licenses.

C. Section 3: Membership and Vacancies

1. The Rootstown Local School District LPDC shall consist of seven (7) members. A majority of the members shall be non-administrative personnel. Non-administrative is defined as any certified/licensed RLSD employee who does not have administrative responsibilities for the RLSD (i.e., teachers, work-study coordinators). The remaining members shall include one elected administrator and one other employee of RLSD appointed by the superintendent. Each committee member elected must have a minimum of three (3) years experience as an educator.
2. The superintendent shall appoint a replacement to fill any administrative vacancy that occurs on the LPDC. The Rootstown Education Association president shall appoint a replacement to fill any non-administrative vacancies that occur on the LPDC. Committee members who discover they are unable to fulfill their role as an active committee member may withdraw simply by notifying the LPDC members in writing. No reasons need be given.

D. Section 4: Terms

The elected members of the committee shall serve staggered three year terms. A term shall be from August 1 to July 31 with no more than half of the members new to the committee at any one time. A member may only serve three consecutive terms, then must rotate off the committee for at least one term. Officers may be re-elected to the positions they hold an unlimited number of times.

E. Section 5: Meetings

The Rootstown Local School District LPDC members shall determine the frequency, time, and place of meetings within the following guidelines:

1. publicize a tentative calendar of meetings
2. ten (10) days notice prior to additional meetings
3. quorum required for all meetings in order to conduct business (a quorum is required in order that business can be legally transacted and is defined as four members.)

F. Section 6: Decision Making

Any decisions to approve or reject a submitted IPDP for certification/licensure renewal purpose must receive a simple majority vote of committee. Administrative professional development plans will be reviewed by a majority of administrators. This will be accomplished by reducing the number of teachers on the committee. This is in accordance with HB770.

G. Section 7: Appeals Process

If an IPDP or activity is not approved by the LPDC, the original form shall be returned to the staff member indicating reason(s) for non-approval. The staff member has the option of revision and resubmission by the next scheduled LPDC meeting or may appeal the decision as outlined below:

1. A staff member who disagrees with a decision of the LPDC may appeal by completing the appeals portion on the Review Checklist within ten (10) school days from the date of the LPDC's decision of denial.
2. The LPDC shall consider the request at its next regularly scheduled meeting.
3. If the plan or activity is still not approved, a staff member shall have one opportunity to meet with the committee to explain the rationale of the plan.
4. If the plan or activity is still not approved, the staff member may request the formation of a three-person Appeals Panel as follows:
 - 1 certified/licensed educator selected by the staff member
 - 1 certified/licensed educator selected by the LPDC
 - 1 certified/licensed educator agreed upon by both the LPDC and the individual staff member
5. The appeals panel shall notify the LPDC and the staff member of a hearing time and place. At the meeting both the LPDC and the individual staff member shall be given an opportunity to state their positions on the proposed plan.
6. Within five (5) days of the meeting, the Appeals Panels shall issue its decision.
7. The decision of the Appeals Panel shall be final.

H. Section 8: Compensation

The LPDC committee shall be compensated as outlined in Article 28 of this agreement.

ARTICLE 41. SENIORITY

A. SENIORITY DEFINED

1. Seniority shall be determined by the length of continuous service in the Rootstown School System, of a bargaining unit member, in any area a teacher is

licensed. Among those with the same length of continuous service, seniority shall be determined by:

- a. The date of the Board meeting at which the teacher was hired, and then by,
 - b. The date on which the teacher submitted a completed job application, and then by,
 - c. Total teaching experience, and then by,
 - d. A draw of numbers with the person holding number one (1) as the most senior.
2. Length of continuous service will not be interrupted or affected by authorized leave of absence. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return.
 3. For purposes of the RIF program, teachers with continuing contract status shall have greater seniority than limited contract teachers. Teachers with continuing contract status shall have their seniority determined in accordance with the procedures stated above.

B. POSTING OF SENIORITY LIST

The seniority list shall be posted annually in each building/work site. The seniority list shall indicate, by area of licensure, the seniority standing and contract status of each employee. The list shall be provided to the REA President on or before the date of posting.

C. CORRECTION OF INACCURACIES

Each employee whose name appears on the seniority list for the first time will have the right to challenge his/her seniority standing. Once the dispute has been resolved, the employee will be precluded from further challenging his/her seniority standing. At any time, teachers may challenge the areas of licensure listed on the seniority list or typographical errors. Any dispute under this paragraph will be subject to the grievance procedure.

D. LOSS OF SENIORITY

Seniority shall be lost when an employee retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board, including exhaustion of recall rights as provided in Article XVII, Reduction in Force. A bargaining unit member who accepts a

non-bargaining unit position shall have his/her seniority frozen until such time as the employee reenters the bargaining unit.

ARTICLE 42. NEW LICENSURE STATUS

At such time as the state requires changes to this program, the negotiating teams shall promptly reconvene for purposes of negotiating this article only. No changes/modifications shall be made by the district until such changes are negotiated.

ARTICLE 43. DURATION AND INTENT OF AGREEMENT

- A. This Master Agreement and the Appendices hereto constitute the whole Agreement between the Rootstown Board of Education and the Rootstown Education Association; and shall become effective at 12:00 a.m. on August 1, 2012 and shall continue in full force and effect until 11:59 p.m. on July 31, 2015.
- B. IN WITNESS THEREOF, the parties have caused this Master Agreement to be executed on the day and year first mentioned above.

SIGNATURES TO AGREEMENT

**ROOTSTOWN BOARD
OF EDUCATION
NEGOTIATIONS TEAM**

Tom Kalina

[Signature]

Connie Baldwin

[Signature]

**ROOTSTOWN EDUCATION
ASSOCIATION
NEGOTIATIONS TEAM**

Kimberly A. [Signature]

[Signature]

Brian Fowler

Shirley K. Evans

Anne B. Thomas

6/25/12
Date

Memorandum of Understanding
between the
Rootstown Education Association ("REA")/OEA/NEA
and the
Rootstown Local School District Board of Education ("Board")
(collectively, the "Parties")

June, 2012

Concerning: Article 17 - Reduction in Force

The Parties agree that:

After the new evaluation procedures have been bargained to agreement, the Parties shall negotiate to agreement the definition of "comparable". If the Parties are unable to reach agreement on the definition of "comparable", the Federal Mediation and Conciliation Service (FMCS) shall mediate the differences of the Parties on this issue.

The Parties further agree that Reduction in Force shall occur as follows after the procedures in Article 17(2)(b) occur.

1. By suspending contracts of limited contract teachers by certification/licensure with the least district-wide seniority. Such suspension notice(s) shall be given the employee(s) on or before April 1 of the school year immediately prior to the year of contract suspension.
2. Cause additional reductions, if necessary, by suspending those continuing contracts which have the least seniority system-wide in their area(s) of certification/licensure. Such notice shall be given by April 1 of the school year immediately prior to the year of contract suspension.
3. For the 2012-13 school year or until the evaluation procedures are incorporated into this contract, the Parties agree that all teachers are deemed comparable for RIF purposes.

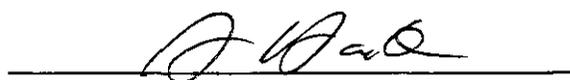
This Memorandum of Understanding is entered into this 25th day of June, 2012.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date set forth above.

For the
ROOTSTOWN EDUCATION
ASSOCIATION:

For the
ROOTSTOWN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION:





TEACHER'S CONTRACT - LIMITED

ORC 3319.07-3319.08

AN AGREEMENT entered into between _____ PARTY OF THE FIRST PART, and the Board of Education of the Rootstown School District of Portage County, Ohio, PARTY OF THE SECOND PART.

PARTY OF THE FIRST PART AGREES:

- (A) To teach in the public schools of said district for a period of _____.
- (B) To abide by and maintain the written policies and rules adopted by said Board of Education, including the Master Agreement; and to carry out the educational programs of the County Superintendent and the Local School Superintendent.
- (C) To give up _____ position, only with the consent of said Board, after the tenth (10th) day of July, prior to the school year for which _____ has been employed. (See ORC 3319.15)

IN CONSIDERATION of the above service, PARTY OF THE SECOND PART AGREES to pay PARTY OF THE FIRST PART the sum of _____ dollars (\$), payable in _____ installments.

ENTERED INTO at _____ Ohio, this _____ day of _____, 20_____.

Teacher

Board President

Board Treasurer

On contracts for more than one year, the provisions of ORC 3319.12 as to Salary Notices apply.

APPENDIX B

TEACHER'S CONTRACT - CONTINUING

ORC 3319.01-.07-.08-.11 -.12

AN AGREEMENT entered into between _____, of _____, Portage County, Ohio, and the Board of Education of the Rootstown School District in Portage County, Ohio; the said _____ hereby agrees to teach in the public schools of said District from the date of this contract until -- he/she resigns, elects to retire, is retired pursuant to Revised Code 3307.37, or until said contract is terminated or suspended as provided by law.

Said _____ further agrees to abide by and maintain the rules and regulations, including the Master Agreement, adopted by said Board of Education for the government of the schools of said District.

IN CONSIDERATION of, and for such services, the Board agrees to pay, at the office of its Treasurer, to the said _____, the sum of _____ dollars (\$ _____) annually.

Said sum to be payable in a specified number of monthly installments as shall be indicated in notices to be sent annually as provided by law.

ENTERED INTO at _____, Ohio, this _____ day of _____, 20_____.

Teacher

Board President

Board Treasurer

SUPPLEMENTAL CONTRACT

THIS LIMITED CONTRACT entered into between _____, of _____ (name) _____, Ohio, hereafter referred to as _____ (address) _____, _____ (city)

"Teacher," and the Rootstown Board of Education of Portage County, Ohio, hereafter referred to as "Board," WITNESSETH:

IN ADDITION to Teacher's regular teaching duties, said Teacher does hereby promise and agree to perform the following duties for and in behalf of said Board _____

_____ ; and further agrees to abide by and maintain the rules and regulations, including the Master Agreement, adopted by such Board. Such additional duties shall be performed by Teacher during the _____ year period, beginning _____, 20____, and ending _____, 20____.

IN CONSIDERATION of the duties to be performed by said Teacher, the Board promises and agrees to pay Teacher the sum of _____ dollars (\$), annually, payable as follows: _____.

THIS LIMITED CONTRACT entered into at _____, Ohio, this _____ day of _____, 20____.

Teacher

Board President

Board Clerk

SALARY NOTIFICATION

OFFICE OF THE BOARD OF EDUCATION

TO: _____ ROOTSTOWN LOCAL SCHOOL DISTRICT
_____, OHIO
_____, 20__

In accordance with ORC 3329.12, you are hereby notified that your salary for the school year 20____
to 20____ will be \$ _____ dollars (\$), each pay, beginning _____,
20____, and ending _____ 20____.

BASIS OF COMPUTATION:

BOARD OF EDUCATION

DEGREE STATUS _____

President

REGULAR SERVICE CREDIT _____ YRS

Clerk

MILITARY SERVICE CREDIT _____ YRS

TOTAL: _____ YRS

EVALUATION OF TEACHING PERFORMANCE

TEACHER _____ SCHOOL _____

GRADE/SUBJECT TAUGHT _____ SCHOOL YEAR _____

RECOMMENDATIONS:

S	NI	NO	
			STUDENT-TEACHER RELATIONS: <u>COMMENTS</u>
			Rapport _____
			Discipline _____
			Others _____
			INSTRUCTIONAL METHODS:
			Knowledge of materials _____
			Effective use of various techniques _____

			Use of Educational Aides _____

			Presentation of assignment _____
			Provision for individual differences _____

			Evidence of adequate planning _____

			PERSONAL CHARACTERISTICS:
			Appearance _____
			Disposition _____
			Voice _____
			Enthusiasm _____
			Others _____
			The rating system for Evaluation of Teaching Performance is as follows: S = Satisfactory, NI = Needs Improvement, NO = Not Observed

			GENERAL ROOM MANAGEMENT: <u>COMMENTS</u>
			Established pattern for daily routine _____

			Adequate housekeeping standards _____

			PROFESSIONAL CHARACTERISTICS:
			Rapport with parents _____
			Professional attitude _____
			Participation in school affairs _____
			Desire for professional growth _____

			Staff relations _____
			PERSONAL RESPONSIBILITIES:
			Punctuality for work and meetings _____

			Meets classes on time _____
			Completes required reports correctly/on time _____

			Accepts assigned responsibility _____
			<p>The rating system for Evaluation of Teaching Performance is as follows: S = Satisfactory, NI = Needs Improvement, NO = Not Observed.</p>

THIS YEAR'S TARGETS (FIRST CONFERENCE):

EVALUATION OF THIS YEAR'S TARGETS:

TEACHER'S COMMENTS (OPTIONAL):

Teacher

Principal

Date

ROOTSTOWN LOCAL SCHOOLS

CLASS SUBSTITUTE PAY

Name _____ Building _____

Date you covered or split a class _____

Time of substituting: FROM _____ A.M./P.M. TO _____ A.M./P.M.

Did you split a class with another teacher? YES NO [Circle One]

If yes, with whom? _____

Teacher's Signature

Date

Principal's Signature

Date

TREASURER'S USE ONLY

_____ 1. \$14.00 for 30 to 60 minutes

_____ 2. \$10.00 for 15 to 29 minutes

_____ 3. Split

Date of Payment _____

ROOTSTOWN LOCAL SCHOOL DISTRICT

SICK LEAVE REQUEST

NAME _____

POSITION _____

I was/will be absent from work on the following:

Date(s) _____ (All Day)
_____ (a.m. only)
_____ (p.m. only) Total Days Missed _____

Reason: _____ a. Personal illness/injury
_____ b. Illness/injury to immediate family _____ (Name) _____ Relationship
_____ c. Death & burial of immediate family _____ Relationship
_____ d. Exposure to Contagious Disease

Employee Signature Date

Supervisor Signature Date

Superintendent Signature Date

ROOTSTOWN LOCAL SCHOOL DISTRICT

PERSONAL LEAVE REQUEST

NAME _____

POSITION _____

I request to be absent from work on the following:

Date(s) _____ (All Day)
_____ (a.m. only)
_____ (p.m. only) Total Days Missed _____

Approved: _____
Employee Signature Date

Denied: _____
Supervisor Signature Date

Pay Dock: _____
Superintendent Signature Date

ROOTSTOWN LOCAL SCHOOL DISTRICT

PROFESSIONAL LEAVE REQUEST

NAME _____

POSITION _____

I request permission for the following professional leave:

Date(s) _____ (All Day)
_____ (a.m. only)
_____ (p.m. only) Total Days Requested _____

Organization sponsoring: _____ Substitute Required Yes No

Place: _____ Substitute Reimbursed Yes No

Purpose: _____ Source: _____

Approved: _____
Employee Signature _____ Date _____

Denied: _____
Supervisor Signature _____ Date _____

Pay Dock: _____
Superintendent Signature _____ Date _____

ROOTSTOWN LOCAL SCHOOLS
TUITION REIMBURSEMENT FORM

NAME _____

BUILDING _____

APPLICATION DATE _____

YEARS IN ROOTSTOWN SCHOOLS _____

NAME OF COURSE _____

DATES OF COURSE _____

TUITION COST _____

UNIVERSITY NAME _____

Teacher's Signature

ROOTSTOWN LOCAL SCHOOLS
GRIEVANCE FORM (LEVEL ____)

Name _____ Building _____

Alleged violations, misinterpretations, or misapplications of Contract _____

_____ Policy _____

or Rule or Regulation _____.

STATEMENT OF GRIEVANCE [include the pertinent provisions of Contract, Policy, Rule or Regulation, and be concise]: _____

REMEDY REQUESTED: _____

Signature of Aggrieved

Date

DISPOSITION RENDERED: _____

Signature of Person Rendering Disposition

Date

(Attach additional pages, if needed, for completion of any section.)

[The REA supports the Drug-Free Workplace Policy of the BOE #3122.01.]

DRUG-FREE WORKPLACE

The Board of Education believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which is not tainted by the use or evidence of use of any controlled substance.

The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any member of the District's professional staff at any time while on District property or while involved in any District-related activity or event except as prescribed by a physician or pursuant to Policy 5330. Any staff member who violates this policy shall be subject to disciplinary sanctions (consistent with local, State, and Federal law) in accordance with District guidelines and the terms of collective bargaining agreements up to and including termination of employment and referral for prosecution. A disciplinary sanction may include the completion of an appropriate rehabilitation program. Expense of rehabilitation program will be the responsibility of the employee.

The Superintendent shall establish guidelines that ensure compliance with this policy. Employees will be given a copy of the standards of conduct and the statement of disciplinary sanctions. Notification will be given to employees that compliance with the standards of conduct required is mandatory. Information about any drug and alcohol counseling and rehabilitation and reentry programs will be available to all employees.

P.L 101-126

41 U.S.C. 701, et seq., Drug-Free Workplace Act of 1988

Appendix M

There shall be no smoking in Board buildings or vehicles. The Board shall have the authority to adopt a smoke-free policy, which provides for a smoke-free environment on all Board owned property.

STAFFING REQUEST FORM

Name (please print) Date Assignment/Classification

To prepare for staffing needs for next school year, all staff should complete this form.

PLEASE MARK THE APPROPRIATE RESPONSES:

1. _____ I plan to retire at the end of this school year.
_____ I do not plan to retire at the end of this school year.

2. _____ I plan to work in the Rootstown Local School District next year.
_____ I do not plan to work in the Rootstown Local School District next year.

Comment: _____

3. _____ If the opportunity presents itself, I could be interested in transferring to:

Please contact me if an opening occurs.

NOTE: This form does not serve as a formalized retirement, resignation, or commitment.

This form will be available in each building office on January 2 and should be returned to the Board office by January 31.

CONTRACT CERTIFICATION

(Section 5705.412 O.R.C.)

It is hereby certified with respect to the contract, agreement, obligation, payment, wage or salary schedule, or order for the expenditure of funds attached hereto that the Rootstown Local School District has in effect for the term of the attached collective bargaining agreement the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide the operating revenues necessary to enable the district to operate an adequate educational program on all the days set forth in its adopted school calendar for the term of the attached collective bargaining agreement.

Rootstown Local School District
Board of Education

Dated June 25, 2012



Treasurer



Superintendent of Schools



President of the Board of Education