



13-CON-01-1036
1036-01
K30020
10/14/2013

NEGOTIATED AGREEMENT
BETWEEN
THE RIDGEMONT LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION
AND
THE RIDGEMONT EDUCATION ASSOCIATION

JULY 1, 2013 through JUNE 30, 2014

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
Preamble	1
I	Recognition and Definitions.....	1
II	Management Rights	2
III	Negotiation Procedure.....	3
IV	Severability.....	5
V	Regular Teachers' Contracts.....	6
VI	Supplemental Teachers' Contracts	7
VII	Association Rights.....	8
VIII	Grievance Procedure	9
IX	Leaves.....	14
X	Insurance & Health Benefits	22
XI	Compensation	23
XII	Severance Pay	24
XIII	Paydays.....	25
XIV	Work Year/Work Days.....	26
XV	LPDC.....	28
XVI	Vacancies and Transfers.....	30
XVII	Reduction in Force	31
XVIII	Personnel Files.....	31
XIX	Evaluations.....	32
XX	Criminal Records Check.....	32
XXI	General Provisions	33
	R.C. 5705.412 Certification of Adequate Revenue for Contract	39
Appendix A - Salary Schedule & Index		
Appendix B - Supplemental Salary Schedule		
Appendix C - Grievance Form		
Appendix D - Evaluation Form		
Appendix E – Teacher Dress Code		
Appendix F – Tuition Reimbursement		

PREAMBLE

This Agreement is the collective bargaining agreement between Ridgemont Local School District Board of Education, Hardin County, Ohio and the Ridgemont Education Association.

ARTICLE I - RECOGNITION AND DEFINITIONS

A. The Ridgemont Local School District Board of Education hereinafter referred to as "the Board," recognizes the Ridgemont Education Association, hereinafter referred to as "the Association," as the sole and exclusive representative of a bargaining unit consisting of all teachers of the District. For purposes of this Agreement, the term "teachers" shall mean all professional full-time and part-time certificated employees including classroom teachers, school nurse, librarians, guidance counselors, Athletic Director (included if Athletic Director is hired under a teaching certification). Excluded from the bargaining unit are the Superintendent, Assistant Superintendent, Treasurer, Principals, substitutes, Athletic Director (excluded if Athletic Director is hired under an administrative certification), and other administrative personnel as defined in Chapter 4117 of the Ohio Revised Code. The bargaining unit shall also include any newly created, regular non-supervisory certificated position having a community of interest in wages, hours, and terms and conditions of employment with teachers in the unit as described above.

B. The following definitions apply to this Agreement unless expressly provided otherwise:

"Association" means the Ridgemont Education Association, its affiliated organizations (the National Education Association and the Ohio Education Association), and persons acting on behalf of the Association or any affiliated organization which is the exclusive bargaining agent for the bargaining unit.

"Board" means the Board of Education of Ridgemont Local School District, its administrators and any other designated representative who is authorized to act on its behalf.

"Days" means calendar days except when otherwise indicated in this Agreement.

"District" means the employer known as the Ridgemont Local School District.

"Employee" means a person who is a member of the bargaining unit as defined in Article II of this Agreement.

"Employer" means the same as "District."

"Immediate Supervisor" means the supervisor to whom the employee (teacher) directly reports.

"NEA" means the National Education Association.

"REA" means the Ridgemont Education Association.

"OEA" means the Ohio Education Association.

"Teacher" means the same as Employee, i.e., a member of the bargaining unit.

"Full-time" - A teacher who is employed to perform a full day's work as defined by this contract for a minimum of 120 days or more in a work year.

"Part-time" - A teacher who works less than a full day as defined by this contract and/or less than the minimal standard of 120 work days per work year.

ARTICLE II - MANAGEMENT RIGHTS

- A. The Association recognizes that the Board and the Superintendent are the bodies of authority solely vested with the right to run and fund the Ridgemont Local Schools, that the Board and Superintendent shall have the right to take any action they consider necessary and proper to effectuate management policy express or implied, and that there is no duty to bargain over such decisions. The Board recognizes that it is obligated to bargain about the effect(s) of management decisions that affect the wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement.

- B. Except as modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the Superintendent all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Ohio, and of the United States, including but not limited to the right to: 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 Board, standards of services, including the conduct and performance expected of a teacher in emergency situations; its overall budget, utilization of technology, and organizational structure; manage and direct teachers, including the right to select, hire, supervise, evaluate, retain, promote, transfer, assign, schedule, or layoff teachers; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means, or personnel by which school operations are to be conducted including the management and determination of the location, type and number of facilities, the type of equipment, programs and work to be performed; suspend, discipline, demote, or terminate teachers for just cause; determine the adequacy of and effectively manage the work force; determine and carry out the overall mission, goals, programs and services of the school district and to utilize

personnel in a matter determined by the Board to effectively and efficiently meet these purposes; promulgate and enforce work rules, orders, policies and procedures; determine the hours of work and work schedules; direct, assign, and schedule pupils and determine grading periods. The exercise of any of the foregoing management rights requires neither prior negotiation with nor agreement of the Association, except as provided in Section A of this Article.

ARTICLE III - NEGOTIATION PROCEDURE

A. Directing Requests

Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent or his/her designee. Requests from the Board will be made in writing to the President of the Association. Requests for negotiations shall be submitted between 60 and 90 days prior to the expiration of the contract term.

B. Negotiation Meetings

The first bargaining session shall be held at a mutually agreed time and date within fourteen (14) days of the request. All proposals by the parties shall be written and submitted to the representative(s) of both teams at the first meeting. No additional items shall be submitted by either party following the first meeting, unless mutually agreed by the parties. Additional ground rules, if any, will be established at the first meeting. Bargaining sessions shall not be scheduled during the regular teacher workday. Time and dates as used in this Article may be changed by mutual agreement.

C. Representation

Negotiating teams consisting of up to five representatives of the Board and up to five representatives of the Association shall meet at mutually agreed times to bargain in good faith. The Board and the Association may engage a professional consultant at their own expense who may serve as a member of the negotiating team; however, nothing in this Article shall prohibit the Board and the Association from mutually agreeing that such professional consultants shall not be members of the bargaining teams. Other than what is specifically expressed in this Article neither party in any negotiations shall have any control over the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Association and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. There shall be two signed copies of any final agreement. One copy shall be retained by the Board and one by the Association.

D. Information

Upon reasonable written request, the Board and the Association shall provide the other, within a reasonable time, with available information and data which reasonably would assist the requesting party in formulating proposals and counterproposals or in assessing the other party's proposals and counterproposals. This obligation does not require the production of information protected by federal and state privacy laws or student records laws.

E. While Negotiations Are In Progress

1. Caucus - The Chairman of either group may recess his/her group for independent caucus of reasonable duration at any time.
2. Protocol - No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process.
3. Item Agreement - As negotiation items receive tentative agreement, they shall be reduced to writing, dated and initialed by each party.
4. Schedule of Meetings - Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

F. Agreement

When and if a successor agreement is reached by the representatives of the parties, it shall be reduced to writing and submitted to the Association for ratification and to the Board for approval.

G. Disagreement

In the event the parties are unable to reach agreement, at any time prior to 45 days before the expiration date of this Agreement, either may call for mediation. A joint letter shall be written by the parties to this Agreement and sent to the Federal Mediation and Conciliation Service (FMCS) requesting the appointment of a mediator.

The mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS.

In the event the members of the negotiation committees are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then

the Association shall have the right to proceed in accordance with Section 4117.14D(2) of the Ohio Revised Code, which states:

“Public employees other than those listed in division (D)(1) of 4117.14 have the right to strike under Chapter 4117, of the Revised Code provided that the employee organization representing the employees has given a ten-day prior written notice of an intent to strike to the public employer and the SERB; however, the SERB, at its discretion, may attempt mediation at any time,”

and Section 4117.18(C) of the Ohio Revised Code, which states:

“No public employee shall strike during the term or extended term of a collective bargaining agreement or during the pendency of the settlement procedures set forth in Section 4117.14 of the Revised Code.”

H. Good Faith Bargaining

The duty to bargain is the mutual obligation of the parties through representatives to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement. The obligation to bargain does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession. In the event of interim bargaining over the effects of change in wages, hours, terms or other conditions of employment or the continuation, modification, or deletion of an existing provision of this Agreement and a disagreement occurs, the State Employment Relations Board will be contacted to provide a mediator to help settle such a dispute.

I. Dispute Settlement Procedure

The Negotiations Procedure set forth in this Article constitutes the entire dispute settlement procedure mutually agreed to by the parties.

ARTICLE IV - SEVERABILITY

Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of teachers and terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement as to the specific provision that was invalidated. If a dispute arises in these negotiations and an agreement cannot be reached within thirty

(30) days, FMCS will be contacted by both parties to aid in reaching agreement. Any other provisions that have been invalidated shall continue in full force and effect in accordance with their terms.

ARTICLE V - REGULAR TEACHERS' CONTRACTS

- A. There are three types of contracts for regular teaching duties:
 - 1. Limited contracts, not to exceed five school years in duration.
 - 2. Continuing contracts, which shall remain in effect until the teacher retires, resigns, is laid off (suspended), or is terminated.
 - 3. Extended limited contract for teachers who are eligible for a continuing contract.
- B. Contract progression renewal will be one year-one year-one year-three year-four year (1-1-1-3-4). This progression shall be followed if the employee has received satisfactory evaluations by the building administrator/evaluator. Unsatisfactory evaluations may lead to a reduced limited contract or non-renewal.
- C. Section 3319.11 of the Ohio Revised Code shall apply except for the following:
 - 1. The Board shall by resolution declare its intention not to reemploy the bargaining unit member at the expiration of his/her limited contract and shall give the employee written notice of the action on or before June 1 of the year his/her contract expires. Notice shall be given to the employee by an administrator or the Treasurer delivering it personally to the employee or by sending it by certified mail to the employee's last address on file with the Board.
 - 2. An employee may challenge procedural noncompliance with the requirements above through the grievance procedure but may not contest the substance of or reasons for the Board's nonrenewal action or the Superintendent's recommendation of such action. A non-renewed teacher may only challenge the non-renewal through the grievance procedure, and ORC 3319.11(G)(1-7) shall not apply.
 - 3. This Article shall not apply to supplemental, extended service and substitute contracts. Such contracts shall expire automatically at the conclusion of their terms. Notice of nonrenewal shall not be required for these contracts.
 - 4. When a teacher is eligible for a continuing contract, the Superintendent shall make one of three recommendations: (1) that the teacher be

reemployed under a continuing contract, (2) that the teacher not be reemployed, or (3) that the teacher be reemployed under an extended limited contract. If the Superintendent recommends an extended limited contract, the Board, upon a majority vote, shall reemploy that teacher under an extended-limited contract.

5. No teacher shall be deemed eligible for a continuing contract nor be deemed employed on a continuing contract by operation of law unless the Ohio Department of Education issues a professional or permanent certificate to that teacher. The teacher must file a copy of such certificate with the Ridgemont Superintendent or prove that the certificate has been applied for by April 1.
6. A teacher may waive his/her multi-year limited contract in any year before January 1 if he or she becomes eligible for a continuing contract. The Superintendent must receive a letter with proof of eligibility for a continuing contract by January 1. Thereafter, during the month of January, the teacher must be available for evaluation before this provision may be used for waiver of the limited contract.
7. An employee shall make every effort to file the required teaching certificate for his/her position by July 1 of that school year. However, if the teacher fails to file the required certificate by October 1, it will be considered grounds for termination within the meaning of Ohio Rev. Code §3319.16 upon which the Board may proceed, if it so chooses.

ARTICLE VI - SUPPLEMENTAL TEACHERS' CONTRACTS

- A. Teachers who are employed and are to be compensated by the Board for approved supplemental duties in addition to regular teaching duties, shall be employed on "supplemental contracts." A supplemental contract shall automatically expire at the end of its term without further action or notice by the Board. A supplemental contract shall be separate from and in addition to the regular teaching contract.
- B. Teachers shall be compensated for supplemental duties for which they are employed in accordance with the Supplemental Salary Schedule attached hereto as Appendix B. Staff contracted through outside agencies will be considered Ridgemont Employees for purpose of supplemental payment. The Board need not fill any or all positions listed on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when to fill the vacancy. The elimination of a supplemental position or the failure to fill a position shall not be subject to bargaining with the Association. If a supplemental position listed on the schedule is filled, the compensation for it shall be in accordance with the Supplemental Salary

Schedule. The Board may create a new supplemental position without bargaining, but the salary for the position will be subject to bargaining.

- C. The Board may determine the amount of service credit for placement on the supplemental schedule, but no teacher may get less than the actual service credit he or she has had.
- D. Pay will be issued, with the condition that all duties have been completed, the first Friday in December, April and June.
- E. A supplemental contract shall include:
 - 1. Year contract will be in force.
 - 2. Specific assignment (i.e., Freshman Football, H.S. Marching Band, etc.).
 - 3. Signature of the employee and date of signing.
- F. One supplemental contract may be divided between no more than two (2) persons with each receiving one-half (1/2) of the total contract salary.
- G. Two coaching supplemental contracts may not be filled by one person in the same athletic season.

ARTICLE VII - ASSOCIATION RIGHTS

- A. The Association shall have the right to use the email to post informational notices and may make use of school district intra-school mail.
- B. Authorized representatives of the Association may transact Association business on school property. Upon advance request to the appropriate administrator in accordance with the standard procedure for the use of school facilities, the Association may use school district buildings for meetings outside the regular teacher workday.
- C. The Association shall be the exclusive representative of teachers in the bargaining unit.
- D. Each fall the Board shall provide the Association president with the staff directory at no cost to the Association.
- E. The Superintendent shall email a copy of the Board meeting agenda to staff prior to any Board of Education meeting, except in case of emergency.
- F. The Association shall be allowed to hold a meeting for reports and announcements on Association activities immediately after the conclusion of any faculty meetings or teacher orientation program.

- G. A labor management committee shall be formed which shall consist of one teacher representative from each building, each building principal, the Association President or his/her designee and the Superintendent. The labor management committee shall meet once a month if requested by either party to discuss matters of concern.
- H. The Board shall make payroll deduction of Association dues on the following basis:
 - 1. Payroll deduction of Association dues shall be made upon the written authorization of a teacher. The authorization shall be submitted to the Treasurer between August 1 and September 30 of each school year. An authorization for dues deduction must be submitted to the Treasurer within thirty days after the start of the school year. In order to effectuate a removal from authorized payroll deductions, the teacher must notify the Association president before notifying the Treasurer.
 - 2. The amount of dues to be deducted shall be in accordance with the terms of the authorization. If the authorization so provides, the amount of dues to be deducted may be increased or decreased from school year to school year upon receipt by the Treasurer of written notice of such change on or before September 30. Dues shall be deducted in approximately equal installments from teacher paychecks, beginning in October. The dues of a teacher who does not work a full work year shall be prorated accordingly and any balance of dues owed shall be deducted from the teacher's last paycheck to the extent funds are available in that check or spread over the remaining pays, as may be the case.
 - 3. With respect to all sums deducted by the Board pursuant to authorization of the teacher for membership dues, the Board agrees promptly to remit such monies on a monthly basis to the Ohio Education Association along with an alphabetical list of teachers for whom such deductions have been made.
- I. The Board shall also deduct Fund for Children and Public Education donations from the paycheck upon authorization being given to the Treasurer.

ARTICLE VIII - GRIEVANCE PROCEDURE

A. Definitions Concerning Grievances

- 1. A "grievance" is a claim by the Association or by one or more teachers that there has been a violation, misinterpretation or misapplication of a provision of the Agreement.

2. "Grievant" shall mean any person(s) in the bargaining unit making the complaint or the Association. In the event more than one person files the same complaint, each shall sign the grievance. Such person or group may be represented by a representative of the Association's choosing at any formal level of this procedure.
3. "Bargaining Unit" shall consist of persons included in the bargaining unit in the Recognition language (Article I) of this Agreement.
4. The time limits contained in this Section shall serve as a maximum. Failure to file a grievance or failure to process a grievance to the next step of the procedure in accordance with the time limits contained herein shall result in a waiver of the grievance. Failure of school officials to respond to a grievance in accordance with the time limits contained herein shall entitle the grievant to advance to the next step of the procedure. If a grievant or school official is unable to comply with a time limit of the procedure by reason of personal or family illness or absence from the district due to vacation, professional leave or emergency business, the appeal period shall be extended to accommodate such absence.
5. "Day" means school day during the regular school year and Monday-Friday (other than holidays) during summer.

B. Purpose of Grievance Procedure

The purpose of this procedure is to secure, at the lowest possible administrative level, in the quickest possible time, equitable solutions to the grievances of all members in the bargaining unit. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Informal Procedure

1. Level One

The grievant shall first discuss it with his/her principal, within ten (10) days of the date of the incident giving rise to the grievance, for the purpose of resolving the matter informally.

A grievant must present his/her complaint to the REA Executive Committee for review prior to entering into the Formal Grievance Procedure. The Executive Committee shall determine the merit of the complaint and either allow the grievant to move forward with the Formal Grievance Procedure or inform the grievant that the complaint is without merit and will not be permitted to move forward.

D. Formal Grievance Procedure

1. Level Two

If the grievant is not satisfied with the outcome of the informal procedures, he or she may present his/her claim within five (5) days of the date of the informal meeting as a formal grievance in writing to his/her principal and to the Association. Forms for this purpose shall be available in each school office and are included in this Contract as Appendix C.

The principal shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the grievant with a copy to the Association and to the Superintendent.

2. Level Three

If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he or she may file a written grievance with the Superintendent or his/her authorized representative (hereafter "Superintendent") with a copy to the principal within five (5) days.

The Superintendent shall, within five (5) days after receipt of the written grievance, meet with the grievant, an association representative, and all parties involved, for the purpose of resolving the grievance.

The Superintendent shall, within five (5) days after this hearing, render his/her decision and the reasons therefore, in writing to the aggrieved person with copies to the principal and the Association.

3. Level Four - (Contractual)

If the grievant is not satisfied with the disposition of his/her grievance at Level Three on a grievance alleging a violation, misinterpretation or misapplication of this Agreement, he or she may, within five (5) days, request in writing that the Association submit his/her grievance to binding arbitration by an outside arbitrator in accordance with the Rules of the American Arbitration Association.

The Association reserves the right to deny the request to move to binding arbitration if the REA Executive Committee believes the grievance is without merit.

The Association shall, within five (5) days after receipt, review the grievance and the answer and, if it desires, advise in writing the Superintendent of its desire to proceed to arbitration.

Within five (5) days after the Superintendent's receipt of the request for arbitration, the parties shall jointly petition the American Arbitration Association for a list of names from which the arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list.

Once the arbitrator has been selected, he or she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association.

The arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon. Decisions shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Administration, and the Association and the grievant(s).

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Agreement, nor add to, detract from or modify the language therein in arriving at a determination of any issues presented that is proper within the limitations expressed herein. The arbitrator shall confine him/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

Costs for services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne equally by both parties.

E. Scope of Grievance Application

This grievance procedure governs all members of the bargaining unit of the school district.

F. Professional Rights Provision

No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, any Association representative or any participant in the grievance procedure by reason of such participation.

G. Miscellaneous Grievance Procedure

1. So that the grievance can be processed as rapidly as possible, time limits at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits may be extended or reduced by mutual consent.
2. If the Association decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the aggrieved person, it may withdraw its support. The aggrieved person may always seek, individually, further satisfaction of his/her grievance through normal administration channels. He or she may not be represented by any other organization or group at any time.
3. Every effort will be made to avoid interruption of classroom activities unless the school administration so authorizes, and to avoid the involvement of students in all phases of the grievance procedure.

H. Exclusivity of the Grievance Procedure

The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Association nor any teacher shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance and which has or could have been taken to arbitration (Level Four -B) within this grievance procedure.

It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Association and the Board's representative shall be final and binding upon the grievant, the Association, the Administration and the Board.

It is further understood that the parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Agreement.

ARTICLE IX - LEAVES

A. Sick Leave

1. Each teacher shall be entitled, for each completed month of service, to sick leave of 1-1/4 days with pay, accumulating to fifteen (15) days for each twelve (12) months under contract. A maximum of fifteen (15) days of sick leave, which has not yet actually been earned, shall be advanced in each school year to all new teachers and to returning teachers who have exhausted all the sick leave they have earned. The Treasurer shall automatically advance such days as required for the absence of a teacher, which qualifies as sick leave. Such advanced days are to be earned through service during the same school year or deducted from the teacher's final paycheck.
2. Sick leave may be accumulated up to a total of two hundred thirty (230) days.
3. Sick leave, upon approval of the appropriate administrator, may be used for:
 - a. Personal illness or injury.
 - b. Exposure to contagious disease, which could be communicable to other employees.
 - c. Illness, injury, or death in the teacher's "immediate family." "Immediate family" is defined as:
 - (1) the teacher's spouse, children, parents, brother, sister, grandchild or anyone who has virtually held the position of parent or child, in the case of illness or injury; and
 - (2) in the case of death, the teacher's immediate family is defined as spouse, child, parent, step-parent, step-child, grandchild, parent of spouse, brother, sister, brother-in-law, sister-in-law, aunts, uncles, nieces, nephews, cousins, or grandparent, or other blood relation not included above.
 - d. The teacher's pregnancy.
4. In the case of death of a member of the teacher's immediate family, the teacher may not use more than three days of sick leave and only when absence from duty is required because of personal responsibilities or personal bereavement. The Superintendent may extend the number of

sick leave days available for illness, injury or death in the immediate family, upon satisfactory evidence of justifying circumstances.

5. All absences, which qualify for sick leave, will be deducted from sick leave. Sick leave and personal leave are not interchangeable.
6. A teacher will, whenever possible, notify his/her principal or designee of any absences by at least one and one-half hours before the teacher work day begins on the day of absence so that appropriate arrangements can be made to secure a substitute. Adequate lesson plans from the teacher must be available to the substitute.
7. The teacher must submit a leave request to the appropriate administrator immediately upon his or her return to work after the absence, justifying the use of sick leave. If absent for five consecutive days or more, a signed physician's statement may be required.
8. Falsification of the sick leave statement or dishonesty in the use of sick leave is grounds for suspension or termination of employment.
9. Sick Leave Bank

A catastrophic sick leave donation program is established to assist employees who suffer a catastrophic accident or long-term illness or injury not job related or whose spouse or son or daughter or mother and/or father living with a single employee suffers a catastrophic accident or long-term illness or injury necessitating the employee to be absent from work, when the employee will exhaust all other available paid leave. This program neither supersedes nor replaces other disability programs.

If an employee desires to make use of the catastrophic sick leave donation program and conditions below are met, then the employee may request through the Association that sick leave days be transferred from other bargaining unit members' accumulated sick leave to the employee. The Association shall notify the Treasurer of the Board and the Superintendent in writing of the number of days to be deducted, from whom, for what dates and the person receiving the transferred days. Included in the notice shall be a signed statement by the teacher(s) involved authorizing the Board Treasurer to transfer the days.

The catastrophic sick leave donation program can be utilized by an employee only if the following conditions are met:

- a. The Superintendent and the Board of Education must agree for sick leave bank days to be awarded.

- b. The Superintendent and the Board of Education will determine if the long-term injury or illness of the employee or the employee's spouse or son or daughter or a mother and/or father living with a single employee is catastrophic. Examples of catastrophic long-term injury or illness include cancer, heart, stroke, AIDS, or a disease which is life threatening. A paralyzing accident would also be included. Examples of injuries or illnesses that would not be considered catastrophic include normal pregnancy, broken bones, and elective surgery.
- c. A physician's written statement supporting that a long-term catastrophic medical injury or illness exists.
- d. The employee must exhaust his/her own sick leave and personal leave first.
- e. The injury or long-term illness must require that the employee be absent at least twenty (20) workdays.
- f. The employee must have worked for the Board for at least one school year.
- g. All sick leave donations must be voluntary.
- h. Donations from a teacher must be in units of one (1) day.
- i. Unless otherwise approved by the Superintendent, no more than two (2) days total sick leave per catastrophe can be donated by an individual bargaining unit member, and no bargaining unit member may donate sick leave if the donation will reduce his/her accumulated sick leave balance to thirty (30) days or less.
- j. Sick leave bank donations will not be made to employees who have applied for and been granted disability retirement.
- k. Unless otherwise approved by the Superintendent and the Board of Education, no more than twenty (20) days total sick leave per catastrophe can be donated.
- l. The teacher who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.
- m. Donated sick leave may not result in an increase in severance pay.
- n. If the number of sick days donated exceed the number of sick leave days used by the donee, the extra days will be lost and not returned to the donors.
- o. If the employee is eligible for Family Medical Leave, such donated leave will count toward their Family Medical Leave.

- p. Donations of sick leave will be accepted in the units of up to twenty (20) days per catastrophic occurrence.

B. Professional Leave

1. Request for Leave

- a. Teachers may attend, upon administrative approval, professional meetings, conferences, or visitations outside the district, which provide the opportunity to advance professionally. This shall not include athletic contests or athletic clinics in which the teacher is not directly involved.
- b. Teachers who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.
- c. Request for professional leave shall be submitted through the HR online kiosk. The principal will forward the request to the Superintendent.
- d. Requests on the HR online kiosk must be filled out in detail and be complete.

2. Reimbursement Requests

Reimbursement will be paid for the actual, necessary and reasonable expenses of:

- a. Commercial carrier fare, as supported by receipts, or 44 cents per mile for use of personal vehicle.
- b. Conference registration as supported by receipts.

Reimbursement forms must be submitted to the Superintendent within thirty (30) days following the leave.

C. Personal Leave

- 1. The Superintendent shall have the discretionary authority to grant each teacher personal leave not to exceed a total of three (3) days for reasons not covered by sick leave. The Superintendent may limit, in his/her discretion, personal leave to not more than 10% of the total teachers in a building. The Superintendent shall not make any decision in an arbitrary

and capricious manner. If leave is requested and denied, the reason shall be given to the teacher upon request.

2. All absences for personal leave must be requested through the HR online kiosk. Where possible, the request for personal leave must be submitted at least three (3) days prior to any intended absence except in case of emergency. Absences for personal leave shall not exceed three (3) days in a school year and are non-accumulative.
3. Personal leave to be taken after May 1 must be requested through the Superintendent by May 1, unless in case of emergency.
4. The Ridgemont Board of Education will compensate teachers not taking personal leave at the Board-adopted substitute rate for the life of the contract.

This shall be paid in the first payroll issued in July.

D. Family and Medical Leave

The parties agree to adhere to the federal law as it applies to the Family and Medical Leave Act. The parties further agree to adhere to any changes in the law and its regulations for the duration of this contract.

E. Assault Leave

1. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when the teacher charges such person with an offense prohibited by Title 29 of the Ohio Revised Code.
2. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who: (a) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is clearly unprovoked, and (b) files criminal charges against his/her assailant as soon as he or she is physically able. Assault leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. The teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of thirty (30) working days.
3. A teacher shall be granted assault leave according to the following rules:
 - a. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored

activity/event or in the course of transporting pupils or material to or from said premises, activity or event; provided, however, that a teacher may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the teacher's performance of his or her job duties.

- b. Upon notice to the principal or Superintendent that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or Superintendent.
- c. To qualify for assault leave the teacher shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.
- d. A teacher shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.
- e. Teachers shall not be permitted to accrue assault leave.
- f. Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault.
- g. Payment under this Article shall constitute the teacher's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Worker's Compensation) of the Ohio Revised Code, except to the extent the assault disability exceeds the days allowable under Section (E)(2) above.

F. Sabbatical Leave

- 1. The Board, in its discretion, may grant a leave of absence to a teacher who has completed five years of service for the Board in accordance with this Article for purposes of professional improvement. Teachers requesting such leave must submit with their application a detailed plan for professional growth, including the proposed course of study and its value to the applicant, pupils of the teacher, and the District generally. The application and plan must be submitted by February 1 for the next school

year. The Board shall act on the application and notify the teacher of its action by April 30 or as soon thereafter as possible. The Board may not exercise its discretion in an arbitrary or capricious way.

2. The Board may not approve sabbatical leaves for more than five percent (5%) of the bargaining unit for the same semester or school year. Applications shall be approved for one school year or one semester only.
3. A teacher on sabbatical leave may continue to participate in group insurance by paying the insurance premiums to the Treasurer on a timely basis. The Board shall pay a partial salary to a teacher on an approved sabbatical leave, equal to but not to exceed the difference, if any, between the teacher's regular contract salary and the replacement teacher's salary. This amount, if any, will be evenly prorated throughout the first year of teaching after the teacher's return to the School District from the leave of absence. The teacher must return to teach in the District at least one school year to be eligible for the partial salary.
4. The Board shall not grant a sabbatical leave to the same teacher more often than once in five years of service to the District.
5. Within sixty (60) days after the expiration of the leave, the teacher must make a written report to the Superintendent detailing the use and accomplishments of the leave. If the leave was for graduate study, the teacher must also present to the Superintendent a copy of the college or university transcript.

G. Jury Duty/Court Leave

The Board of Education shall pay teachers the difference between their regular compensation and the remuneration received for serving as a juror.

1. All absences for jury duty / court leave must be requested in writing on the form attached as appendix E.
2. The Board shall pay a teacher the difference between the teacher's regular salary and any remuneration received by the teacher for jury duty service. Alternatively, the teacher may endorse his or her check for jury duty service over to the Treasurer of the Board and simply receive the normal salary amount to which the teacher otherwise would be entitled under his or her contract(s).
3. Teachers shall be released from duty, without loss of pay or benefits, for absence due to the teacher's compliance with a subpoena to appear in a court of law, provided that: (a) neither the teacher nor the Association is a party in the litigation adverse to the Board of Education or adverse to any

individual Board member or administrator; and (b) the court appearance is somehow connected with the teacher's employment or school activities (for example, where the teacher is required to appear as a witness in a lawsuit by a student for personal injuries which occurred in a school activity or where the teacher is subpoenaed to be a witness in child custody litigation).

4. Such leave shall not be deducted from the teacher's sick leave or personal leave, except that a teacher may use his or her personal leave for an absence required by court subpoena that does not come within the terms of paragraph (2). Personal leave in such circumstances may be used before or after a holiday or vacation period.

H. Military Leave

Military leave shall be granted in accordance with state and federal law.

I. Return from Leave

A teacher shall not earn sick leave, personal leave or service credit on the salary schedule (increment) while on sabbatical leave or any approved unpaid leave. The leave shall not constitute a break in service, however, and the teacher shall resume the sick leave and service credit, which he or she had accumulated immediately before beginning the leave. Upon return from any approved leave, a teacher shall be placed in a position for which the teacher is properly certified.

J. Association Leave

Annually the REA's duly elected delegate to the OEA Representative Assembly shall be granted one day's leave to attend the Assembly provided two week's advance notice is given. All expenses for such leave, except for a substitute teacher, shall be borne by the delegate and/or the REA. This leave shall be in addition to any other leave to which the employee is entitled.

K. Physical Examinations

The Board may require any employee to be examined by a physician to determine his/her fitness to perform the duties of the position. A doctor shall be selected by alternate strike from the list of doctors available as compiled by the Ridgemont Board of Education, or any physician upon which the parties mutually agree. The Board agrees that if any employee is required by the Board to have a physical examination or x-ray, the Board of Education shall pay the cost of such x-ray or examination as long as the examination includes only those items on a prescribed physical form.

ARTICLE X - INSURANCE & HEALTH BENEFITS

A. Health Insurance

1. The Board shall provide health insurance coverage and the Board shall have the authority to select and change carriers upon notification to the Association. If the Board desires to change coverage, the Board shall meet with the Association and explain the changes prior to implementation.
2. For each full-time certificated employee electing coverage, the Board shall pay the cost of insurance up to the following maximum amounts:

Single	\$ 453.07 per month
Family	\$1,210.82 per month

Any employee who waives the health insurance package shall receive a cash payment of \$1,000 per year for the life of the contract. The cash payment of \$500 will be payable on or before the second Friday of December of each year and \$500 the second Friday in June. An employee who does not finish the contract year will be required to reimburse the district the \$1,000.00 cash payment.

B. Life Insurance

The Board shall provide group term life insurance coverage in the amount of \$50,000 for each full-time certificated employee.

C. Dental Insurance

The Board shall pay \$47.13 per month of the dental insurance premium cost for each full-time certificated employee. The Board shall have the authority to select and change carriers and shall determine the insurance benefits plan provided that the Association is notified of the contemplated change before any final decision.

D. Eligibility for Insurance

If the teacher has enrolled in and is eligible for such coverage, group insurance coverage shall become effective on the teacher's first day on the active payroll and shall continue to the end of the month in which the teacher's separation from employment is effective; provided, however, that teachers whose limited contracts are non-renewed shall continue with group insurance coverage so long as they are on the active payroll. Insurance coverage shall continue in effect while a teacher is on paid leave. When a teacher is on an unpaid leave, the teacher may participate in group insurance coverage by paying the monthly

premiums to the Treasurer in advance. A teacher who is separated from employment may participate in the insurance plan in accordance with federal law.

- E. Although a teacher must initially enroll for insurance during the open enrollment period during the month of October, if a teacher's status is changed or a spouse becomes laid-off or unemployed, the teacher may enroll at any time, so long as it is permitted by the effective carrier.
- F. The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member. This plan shall be administered by the employer with American Fidelity Assurance as the enroller and recorder of the Plan. American Fidelity shall provide the School District a hold harmless and a record keeping agreement that will further hold the employer risk free under the IRS provisions regulating non-reimbursed medical payments.

Neither the employer nor the employee shall incur any fees for the setup, enrollment and administrative services provided. If any fees are charged to the Board, the benefit shall be discontinued and discussed by the Labor Management Committee.

ARTICLE XI - COMPENSATION

- A.
 - (1) Teachers shall be paid in accordance with their training and experience as set forth on the salary schedule attached hereto as Appendix A. Calculations for increased payment shall be made twice annually when proof of additional course work is provided to the Ridgemont Superintendent. (Beginning of the school year and February 1).
 - (2) Teachers employed with zero years of experience will be paid at Step One (credited for one year experience) on the salary schedule.
 - (3) Effective July 1, 2013, the base salary shall be \$29,535 based upon the index in Appendix A. The Board will not pay any step increases during the year of this Agreement for regular salaries and for supplemental contracts. These step payments are not deferred. The payments will not be made up. Horizontal movement on the wage scale is not affected by this paragraph.
- B. Tutors shall be paid at a rate of \$20.00 per hour.
- C. Tuition Reimbursement

Teachers shall be reimbursed for tuition fees paid to any accredited institution of higher learning upon receipt of notice that courses have been completed and passed. A tuition fund of two thousand dollars (\$2,000.00) will be available.

Payment will be made on the basis of seventy-five dollars (\$75.00) per semester hour or fifty dollars (\$50.00) per quarter hour maximum. All courses taken and completed between September 1 and August 31 of each year will be considered eligible for payment by the following December 1.

Unused tuition reimbursement funds shall be carried over to the following year.

If the number of requests for tuition reimbursement exceeds the allocation in the tuition fund, the amount per semester hour or quarter hour will be pro-rated for payment.

Transcripts and/or final grades must be submitted to the Treasurer of the Association by November 1, to be eligible for reimbursement. Tabulated credit hours will be submitted to the Treasurer of the Board for confirmation by November 10 and payment by December 1. When final grades are submitted in lieu of an official transcript, reimbursement will not be made until the official transcript is submitted to the District Treasurer.

Reimbursement will be made under the following conditions:

1. Courses taken are in the areas of the teacher's certification.
2. Courses taken outside the areas of the teacher's certification must receive prior written approval by the Superintendent.
3. A teacher must submit the designated tuition reimbursement form (Appendix F) for approval of the superintendent prior to reimbursement.
4. Reimbursement will be made only if the teacher was a Ridgemont employee on November 1 in the year of payment.

ARTICLE XII - SEVERANCE PAY

- A. A teacher with ten or more years of service to the Board shall, at the time of retirement, be paid for one-fourth the value of his/her accrued sick leave credit, such payment not to exceed the value of fifty-five (55) days.
- B. The payment shall be based on the teacher's per diem rate at the time of retirement, if during the school year, or at the per diem rate for the prior school year. Such payment will eliminate all sick leave credit accrued but unused by the teacher at the time payment is made. "Per diem rate" shall be defined as the daily rate paid a teacher exclusive of any extended service, extracurricular pay, overtime, or other pay in excess of the actual salary scheduled amount payable to the teacher.

- C. A teacher shall be deemed to have "retired" under this Article when he or she has been approved for service retirement by the Board of State Teachers' Retirement System ("STRS") or has been determined to be qualified for disability retirement by a physician or physicians appointed by the STRS.
- D. Severance to estate – In the event the teacher dies while employed by the district, his/her severance will be paid to his/her designated beneficiary as declared on the life insurance policy provided by the school district.
- E. All payments made hereunder shall be made in one lump sum or divided into two payments (one in July of the year of retirement and one in January of the following year at the teacher's option) to the teacher only after the Treasurer of the Board receives written certification from the teacher that the STRS has begun payment of benefits. Any such benefits to a teacher must be effected by the teacher within ninety (90) days from his/her last day of active service for the District.

ARTICLE XIII - PAYDAYS

- A. The teachers' regular salaries will be paid in twenty-four (24) bi-monthly installments on the business day closest to the 15th day of each month and the last business day of each month.

All supplemental payments will be made in a payment separate from the regular paycheck, providing all services are completed in a timely manner. Payments will be made according to Item E, Article VI (Supplementary Teachers' Contract.)

- B. The Board shall pay for supplemental duties as follows:
 - 1. Pay for "extended time" supplemental duties shall be divided equally and distributed with the teacher's regular salary throughout the entire year.
 - 2. All supplemental payments will be made in a automatic deposit separate from the regular automatic deposit, providing all services are completed in a timely manner, when the superintendent's approval for payment is received by the Treasurer's office. Automatic deposits will be made according to Item E Article VI, (Supplementary Teachers' Contract).
- C. The Board will provide teachers with individual electronic salary notices annually. The 2013-2014 salary notices will be distributed by July 15, 2013.
- D. Upon individual written authorization, teachers may participate in payroll deduction for Association dues, municipal income tax, annuities, retirement, credit unions and insurance. Enrollment for such deductions must occur

between August 1 and September 30 (except as provided in Article VII, Association Rights), although the deduction may be discontinued at any time by the teacher. At least three teachers must request deduction for the same annuity plan before the Treasurer will make deductions for annuities.

E. STRS Paper Pick-Up

1. Consistent with the provisions of the Internal Revenue Service Ruling 77-462, 81-36, effective earnings after July 1, 1987, the Board shall pick up each teacher's mandatory contributions to the State Teachers Retirement System of Ohio (STRS), provided that no teacher's total salary is increased by such pick-up nor is the Board's total contribution to STRS increased thereby.
2. The dollar amount to be designated as "picked up" by the Board:
 - a. shall equal the then-current percentage amount of the teacher's mandatory STRS contribution;
 - b. shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
 - c. shall be included in computing final average salary;
 - d. shall not be reported by the Board as subject to current federal and state income taxes and any applicable Federal Medicare payroll taxes;
 - e. shall be reported by the Board as subject to city income taxes;
 - f. shall not be included in the calculation of a teacher's daily rate of pay for any purpose because of absence, calculating severance pay, or in reporting teacher-authorized credit information to financial institutions.
3. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

ARTICLE XIV - WORK YEAR/WORK DAYS

- A. The Superintendent in consultation with the Association shall prepare a minimum of two (2) proposed calendars for the upcoming school year. The calendars will be submitted to the staff for a vote. The calendar that receives more than 50% of the vote will be presented to the School Board for its consideration.

B. Considerations for Calendar

1. The school calendar shall consist of 183 days for teachers as follows:
180 Days of instruction (this includes calamity days or any other
excused days)
3 Professional Development Days

183 Days
2. Orientation for new teachers shall precede the opening of school. (In-service)
3. Half (1/2) Day Teachers' meeting shall precede school and be adjusted through early releases agreed upon in the school calendar.
4. The school year shall begin prior to Labor Day.
5. School shall not be in session the week of Labor Day due to the Hardin County Fair.
6. Thanksgiving Day and the following Friday shall be non-contract days.
7. Martin Luther King, Jr., Day shall be a non-contract day.
8. Presidents' Day shall be a non-contract day unless it is designated as a Mark Up Calamity Day in the school calendar.
9. Spring Vacation will be at least one work day preceding Easter Day.
10. Memorial Day shall be a non-contract Day.

- C. The regular on-duty teacher workday shall consist of seven and one-half (7½) hours, with teachers arriving fifteen (15) minutes before school and staying thirty (30) minutes after school inclusive of 30 minutes duty free for lunch, and shall be scheduled between 7:30 a.m. and 4:00 p.m. This time cannot be used as part of a daily forty minute planning period. Teachers may be required to attend other school functions, such as open house, parent-teacher conferences and teachers' meetings. The Building Principals will determine specific times.
- D. Schedules for each full-time classroom teacher for the regular on-duty work day shall include planning time of forty (40) minutes each day.
- E. The Administration shall make every effort to equitably distribute work among teachers with the same certification currently assigned to the same building.

F. Health/Safety

Professional staff members may bring to the attention of their building principal, in writing, the existence, in their opinion, of any dirty, unhealthy, unsafe or abnormal conditions in the building that adversely affect the teaching environment. After receiving notice of said condition, the building principal shall investigate the matter and report his/her findings to the Superintendent and apprise teacher of the disposition of the referral.

G. Access to Buildings

A key check-out system shall be made available to teachers during the summer, weekends, and after school hours so that they may enter to work. The security system permits each staff member to access the building with a number code.

H. Personal Freedom

No negative evaluation of performance or disciplinary action shall take place upon lawful, non-school related personal activities that have no impact upon the teacher's effectiveness as a teacher. Any activity of the teacher that involves current students is considered school related. Special consideration should be given to Board Policy 7540.04 regarding Internet Usage.

I. Inclusion

Bargaining unit members of Ridgemont Local Schools will not perform any medical procedures which require medical and/or special training including, but not limited to, injections of medication, suctioning, intravenous therapy, and catheterizations.

In accordance with Board policy, prescription and non-prescription medication normally will be administered at the building office. Per past practice, a teacher may be required to administer medication where no reasonable alternative is available.

ARTICLE XV – LPDC

1. Purpose and Authority

The purpose of the LPDC is limited to the review and approval of individual professional development plans and professional development activities for recertification and professional development activities for recertification and licensures as specified by ORC 3319.22 and OAC 3301-24.

The LPDC shall have no authority or effect to revise, delete, add or modify any article or section of this negotiated agreement. Actions of the LPDC are not to be contrary to the negotiated agreement of law.

The Association shall be held harmless in any suit, claim or administrative proceeding arising out of or connected to actions taken by the LPDC.

2. Representation

The specific members of the committee will be five (5); three (3) REA members appointed by the REA president and two (2) teachers or administrators appointed by administration. Chairperson of LPDC is the Association President or Designee.

The Association shall designate replacement members in the case of vacancies among teacher members. In the case of vacancies among administrative members, the administrative staff will select the replacement.

3. LPDC Procedures

The LPDC shall determine the time, location and number of committee meetings.

4. Training and Compensation

The LPDC members shall be provided with ongoing training as determined by the committee.

LPDC members shall be compensated based on the tutoring rate of \$20.00 per hour.

5. Facility, Equipment and Support Services

The LPDC shall be provided with adequate and secure space for the safe and secure storage of records, files, IPDPs and access to consumable supplies and duplication needs and any other assistance requiring storage and/or file space.

6. Employee Protection

Under no circumstances is the involvement in the activities of the LPDC process to be used for employment decisions by the Board. Nothing in the LPDC process shall have an adverse impact on the educator's

performance evaluation as established in the collective bargaining agreement.

7. LPDC Appeals Procedure

The LPDC shall determine its own appeals procedure.

The LPDC appeals procedure is not subject to the grievance/arbitration procedure outlined in the collective bargaining agreement.

ARTICLE XVI – VACANCIES & TRANSFERS

A. Vacancies and Requested Transfers

1. This Article governs the filling of vacancies in regular teaching positions, the existence of such vacancies and the decision to fill vacancies being the Superintendent's exclusive determination.
2. The Board shall post all teaching, and extra-curricular vacancies on the District website and emailed to staff for a period throughout the school year in each building for a period of five (5) work days. The posting period may be waived by the Superintendent if no member of the bargaining unit is certificated for the position. Except in the event of unusual circumstances outside the Board's control and a delay in filling the position could be expected to have a detrimental effect on the District, vacancies generally will not be filled during the posting period. The Board will attempt to notify the Association President before filling the position prior to the expiration of the posting period.
3. The administration, with Board action where necessary, shall make the final decision on the filling of vacancies, giving consideration to applicants' experience, seniority, and qualifications. Where two or more applicants are deemed equally qualified (as determined by the administration), the most senior shall be granted the position. This paragraph is not subject to grievance or other challenge with respect to the filling of supplemental positions.
4. An applicant not placed in the position may request a conference with the Superintendent to discuss the decision.
5. The filling of supplemental positions will follow the same guidelines as set forth in (A) (1-4).

B. Involuntary Transfers

1. A teacher will be notified in writing of any involuntary transfer or change in assignment for the next school year by August 1. The administration may transfer or change the assignment of a teacher after August 1 as circumstances warrant.

Upon the teacher's request, the Superintendent shall meet with the teacher to discuss the transfer or reassignment.

2. No teacher shall be arbitrarily or capriciously transferred.

ARTICLE XVII - REDUCTION IN FORCE

The Board shall suspend teachers' contracts in accordance with R.C. 3319.17

ARTICLE XVIII - PERSONNEL FILES

- A. A personnel file for each teacher will be maintained by the Local Superintendent and the Superintendent. File(s) shall be considered the only official file(s) of recorded information on a teacher and shall be considered confidential to the extent permitted by law. Building Administrators are not restricted or prevented from having files on teachers. If the Building Administrator thinks a matter should become a matter of official record, he or she may transfer any documentation to the official file(s).
- B. A teacher shall have the right, upon request, to review his or her personnel file(s) and may have a copy of any document(s) contained in the file(s).
- C. A teacher may examine his or her personnel file(s) in the presence of the Superintendent or his/her designee, and may not remove the file from the immediate office area. However, a teacher may have an Association representative present when he or she inspects his or her personnel file(s). Upon written authorization by the teacher, a representative of the teacher may review his or her file under the same conditions.
- D. Each document placed in the personnel file(s) (other than routine informational documents, e.g., transcripts, renewed certificate) shall be dated and signed by the teacher and the person who created the document or caused it to be placed in the file(s), except where the teacher refuses to sign the document. The fact that material in the file bears the teacher's signature does not indicate his/her agreement or disagreement with the contents of the material, but only that he or she is aware of the document.

- E. Teachers shall have the right to submit a written commentary to any material placed in the personnel file(s) and such written comments shall be attached to the item in the file(s).
- F. To the extent allowed by law, examination of a teacher's file(s) shall be limited to the Board and its employees, representatives, or agents who have a legitimate reason for the examination. If someone other than the Board or one of its employees, representatives or agents requests inspection of a teacher's file, the teacher will be given 24-hour notice of the request before the inspection occurs. A log will be maintained on the inside cover of each personnel file to record the date and identity of each person who examines a teacher's file or any item in it (other than building principals and the Superintendent).
- G. A teacher may request that written material be expunged from the personnel file(s) if the teacher establishes that its content is false or has no basis in fact.
- H. No anonymous materials shall be placed in a teacher's personnel file(s).
- I. Teachers shall be informed of any complaint by a parent, student, or any other person which is directed toward them if such will become a matter of record. The teacher shall have the right for inspection, rebuttal, and a conference with the Superintendent.

ARTICLE XIX - EVALUATIONS

- A. The Board shall implement a uniform system for the evaluation of teacher in accordance with R.C. 3319.111.

ARTICLE XX - CRIMINAL RECORDS CHECK

- A. The parties acknowledge that R.C. §3319.39 requires the Board of Education to release from employment someone who has been hired subject to the condition that he or she have a clean record on a criminal records check and who receives a negative report. If the records check on such a person discloses a conviction or guilty plea which disqualifies the person from employment in a position in this bargaining unit, the following procedure shall be followed:
 - 1. Upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Superintendent or designee shall give the person a copy of the report and written notice of the Superintendent's intention to release the employee from employment pursuant to R.C. §3319.39.
 - 2. The Superintendent shall hold a conference promptly with the person who is subject to an adverse criminal records check and provide that person

with an opportunity to challenge, explain, or rebut the criminal record report as the basis for required release from employment under the law.

3. The Superintendent then shall determine whether the statute requires release of the employee and shall notify him or her and the REA President of the Superintendent's decision in writing within five (5) calendar days. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent. A copy of the Superintendent's determination shall be given to the Association President.

B. This section is the exclusive procedure for release of a bargaining unit employee from employment because of an adverse criminal records check in accordance with R.C. §3319.39.

ARTICLE XXI- GENERAL PROVISIONS

A. Waiver of Negotiations

It is agreed that during the negotiations leading to the execution of this Agreement, the Board and the Association have had full opportunity to make demands and proposals with respect to any subject not removed by law from collective bargaining and that the Board and the Association expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed or contemplated during the course of negotiations leading to the execution of this Agreement. The only exception to this Agreement is in the event of any changes to wages, hours, terms or other conditions of employment, the Association has the right to bargain the effects of these changes.

B. Nondiscrimination Clause

There shall be no unlawful discrimination in employment rights or in the application of this Agreement because of the race, color, creed, national origin, age, sex, religion, ancestry, or handicap.

In keeping with the above rights, all provisions of this agreement shall be uniformly applied.

C. Entire Agreement

The specific provisions of this Agreement shall be the sole source of the rights of the Association and any teacher covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and the Association and between the Board and any teacher within the collective

bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement, understanding or practice, whether oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the teachers covered by this Agreement.

D. Term of Agreement

This Agreement is in effect from July 1, 2013 through June 30, 2014, except for the specific effective dates of economic terms as provided in this Agreement.

Signed by authorized representatives of the parties this 27th day of June, 2013.

RIDGEMONT LOCAL SCHOOL
DISTRICT

By Emmy David

Fred M. Reig

Cheryl L. France

Dated: 6-27-13

RIDGEMONT EDUCATION
ASSOCIATION

By Nicole Stucke

Judith K. Halley

Dated: 6-27-13

**R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT**

The Ridgmont Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Agreement between the Board and the Ridgmont Education Association, effective from July 1, 2013 through June 30, 2014.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.


Treasurer


Superintendent


Board President

APPENDIX A

SALARY SCHEDULE 2013-2014

	<u>INDEX</u>	<u>BS</u>	<u>INDEX</u>	<u>BS +150</u>	<u>INDEX</u>	<u>MASTERS</u>	<u>INDEX</u>	<u>MA + 15</u>	<u>INDEX</u>	<u>MA + 30</u>
0	1.000	\$29,535	1.098	\$32,429	1.155	\$34,113	\$1.208	\$35,678	1.261	\$37,244
1	1.098	\$32,429	1.141	\$33,699	1.203	\$35,531	\$1.256	\$37,096	1.309	\$38,661
2	1.136	\$33,552	1.184	\$34,969	1.251	\$36,948	\$1.303	\$38,484	1.357	\$40,079
3	1.174	\$34,674	1.227	\$36,239	1.299	\$38,366	\$1.351	\$39,902	1.405	\$41,497
4	1.212	\$35,796	1.270	\$37,509	1.347	\$39,784	\$1.399	\$41,319	1.453	\$42,914
5	1.258	\$37,155	1.316	\$38,868	1.395	\$41,201	\$1.446	\$42,708	1.501	\$44,332
6	1.288	\$38,041	1.356	\$40,049	1.443	\$42,619	\$1.495	\$44,155	1.549	\$45,750
7	1.326	\$39,163	1.399	\$41,319	1.491	\$44,037	\$1.543	\$45,573	1.597	\$47,167
8	1.364	\$40,286	1.442	\$42,589	1.539	\$45,454	\$1.591	\$46,990	1.645	\$48,585
9	1.402	\$41,408	1.485	\$43,859	1.587	\$46,872	\$1.639	\$48,408	1.693	\$50,003
10	1.440	\$42,530	1.528	\$45,129	1.635	\$48,290	\$1.687	\$49,826	1.741	\$51,420
11	1.478	\$43,653	1.571	\$46,399	1.683	\$49,707	\$1.736	\$51,273	1.789	\$52,838
15	1.508	\$44,539	1.601	\$47,286	1.713	\$50,593	\$1.765	\$52,129	1.837	\$54,256
18	1.546	\$45,661	1.650	\$48,733	1.767	\$52,188	\$1.819	\$53,724	1.885	\$55,673
23	1.598	\$47,197	1.702	\$50,269	1.818	\$53,695	\$1.871	\$55,260	1.933	\$57,091
27	1.649	\$48,703	1.753	\$51,775	1.870	\$55,230	\$1.922	\$56,766	2.029	\$59,927

**RIDGEMONT LOCAL SCHOOL DISTRICT
RIDGEMONT EMPLOYEES
EXTRA DUTY ACTIVITIES SALARY SCHEDULE
2013-2014**

Years Experience	0	1	2	3	4
1. Athletic Director	20 days per diem on the current salary schedule				
2. Baseball Head Coach (one)	1,938	2,133	2,345	2,579	2,840
3. Baseball Assistant Coach (one)	1,615	1,775	1,950	2,147	2,362
4. Basketball Head Coach (one boys & one girls)	2,852	3,137	3,451	3,796	4,178
5. Basketball JV Coach (one boys & one girls)	1,882	2,072	2,279	2,505	2,758
6. Basketball 9th Grade Coach	1,344	1,479	1,628	1,790	1,971
7. Basketball Jr High Coach (two boys & two girls)	1,210	1,331	1,465	1,612	1,773
8. Cheerleading Advisor Fall (one)	807	888	976	1,074	1,182
9. Cheerleading Advisor Winter (one)	940	1,036	1,139	1,253	1,377
10. Cheerleading Advisor Jr. High Fall (one)	540	591	649	715	786
11. Cheerleading Advisor Jr. High Winter (one)	671	738	812	895	982
12. Coaching Assistant As Needed (not to exceed three)	1,075	1,178	1,294	1,425	1,568
13. Football Head Coach (one)	2,852	3,137	3,451	3,796	4,178
14. Football Assistant Head Coach (one)	1,882	2,072	2,279	2,505	2,758
15. Football Assistant Coach (three)	1,615	1,775	1,950	2,147	2,362
16. Football Jr. High Head Coach (one)	1,210	1,331	1,465	1,612	1,773
17. Football Jr. High Assistant Coach (one)	1,075	1,178	1,294	1,425	1,568
18. Golf Head Coach	1,748	1,923	2,115	2,329	2,561
19. Guidance	20 days per diem on the current salary schedule				
20. FCS Instructor Supplemental	5 days per diem on the current salary schedule				
21. Jr. Class / Prom Advisor (one)	1,075	1,178	1,294	1,425	1,568
22. Librarian	10 days per diem on the current salary schedule				
23. Musical Advisor (each musical)	1,210	1,331	1,465	1,612	1,773
24. Music Program Summer (one)	10 days per diem on the current salary schedule				
25. National Honor Society	671	738	812	895	982
26. Quiz Bowl Advisor (one)	671	738	812	895	982
27. Senior Class Advisor	671	738	812	895	982
28. Softball Head Coach (one)	1,938	2,133	2,345	2,579	2,840
29. Softball Assistant Coach (one)	1,615	1,775	1,950	2,147	2,362
30. Swing Choir Coordinator (one)	1,344	1,479	1,628	1,790	1,971
31. Track Head Coach (one)	1,938	2,133	2,345	2,579	2,840
32. Track Jr. High Coach (one)	1,210	1,331	1,465	1,612	1,773
33. Agriculture Instructor Supplemental (one)	60 days per diem on the current salary schedule				
34. Volleyball Head Coach (one)	2,852	3,137	3,451	3,796	4,178
35. Volleyball Assistant Coach (one)	1,615	1,775	1,950	2,147	2,362
36. Volleyball Freshman Coach (one)	1,344	1,479	1,628	1,790	1,971
37. Volleyball Jr. High Coach (two)	1,210	1,331	1,465	1,612	1,773
38. Weight Room Coordinator (one)	1,344	1,479	1,628	1,790	1,971
39. Yearbook Advisor (one or two)	1,210	1,331	1,465	1,612	1,773
40. Pep Band Advisor	1,210	1,331	1,465	1,612	1,773
41. Extracurricular Supervisor (one)	807	888	976	1,074	1,182
(Must be on Staff - Limited to 15 Events)					
42. District Leadership Team	\$250 each, per year				
43. Building Leadership Team	\$250 each, per year				
44. Student Learning Objective Review Team	\$250 each, per year				

**RIDGEMONT LOCAL SCHOOL DISTRICT
NON-RIDGEMONT EMPLOYEES
EXTRA DUTY ACTIVITIES SALARY SCHEDULE
2013-2014**

APPENDIX B

Years Experience	0	1	2	3	4
1. Baseball Head Coach (one)	1,722	1,894	2,084	2,292	2,522
2. Baseball Assistant Coach (one)	1,476	1,624	1,785	1,964	2,160
3. Basketball Head Coach (one boys & one girls)	2,461	2,706	2,977	3,275	3,604
4. Basketball JV Coach (one boys & one girls)	1,722	1,894	2,084	2,292	2,522
5. Basketball 9th Grade Coach	1,230	1,354	1,489	1,637	1,801
6. Basketball Jr High Coach (two boys & two girls)	1,107	1,218	1,339	1,474	1,621
7. Cheerleading Advisor Fall (one)	737	813	893	982	1,081
8. Cheerleading Advisor Winter (one)	860	948	1,041	1,145	1,260
9. Cheerleading Advisor Jr. High Fall (one)	492	541	595	654	720
10. Cheerleading Advisor Jr. High Winter (one)	614	675	743	818	899
11. Coaching Assistant As Needed (not to exceed	983	1,077	1,184	1,304	1,434
12. Football Head Coach (one)	2,461	2,706	2,977	3,275	3,604
13. Football Assistant Head Coach (one)	1,722	1,894	2,084	2,292	2,522
14. Football Assistant Coach (three)	1,476	1,624	1,785	1,964	2,160
15. Football Jr. High Head Coach (one)	1,107	1,218	1,339	1,474	1,621
16. Football Jr. High Assistant Coach (one)	983	1,077	1,184	1,304	1,434
17. Golf Head Coach	1,598	1,758	1,935	2,130	2,343
18. Guidance	20 days of where the per diem is on the current salary schedule				
19. FCS Instructor Supplemental	5 days of where the per diem is on the current salary schedule				
20. Jr. Class / Prom Advisor (one)	983	1,077	1,184	1,304	1,434
21. Librarian	10 days of where the per diem is on the current salary schedule				
22. Musical Advisor (each musical)	1,107	1,218	1,339	1,474	1,621
23. Music Program Summer (one)	10 days of where the per diem is on the current salary schedule				
24. National Honor Society	614	675	743	818	899
25. Quiz Bowl Advisor (one)	614	675	743	818	899
26. Senior Class Advisor	614	675	743	818	899
27. Softball Head Coach (one)	1,722	1,894	2,084	2,292	2,522
28. Softball Assistant Coach (one)	1,476	1,624	1,785	1,964	2,160
29. Swing Choir Coordinator (one)	1,230	1,354	1,489	1,637	1,801
30. Track Head Coach (one)	1,722	1,894	2,084	2,292	2,522
31. Track Jr. High Coach (one)	1,107	1,218	1,339	1,474	1,621
32. Agriculture Instructor Supplemental (one)	60 days of where the per diem is on the current salary schedule				
33. Volleyball Head Coach (one)	2,461	2,706	2,977	3,275	3,604
34. Volleyball Assistant Coach (one)	1,476	1,624	1,785	1,964	2,160
35. Volleyball Freshman Coach (one)	1,230	1,354	1,489	1,637	1,801
36. Volleyball Jr. High Coach (two)	1,107	1,218	1,339	1,474	1,621
37. Weight Room Coordinator (one)	1,230	1,354	1,489	1,637	1,801
38. Yearbook Advisor (one or two)	1,107	1,218	1,339	1,474	1,621
39. Pep Band Advisor	1,107	1,218	1,339	1,474	1,621

GRIEVANCE FORM

Grievance # _____
Institution _____

Name of Grievance _____

Date Filed _____

Home Phone _____ School Phone _____

Teaching Assignment _____ Dept. _____

Association Representative(s) _____

Date Grievance Occurred/First Made Known: _____

State of the Grievance (include events/conditions of the grievance/persons responsible) _____

Violation (Rule, Law, Practice, etc.) _____

Redress Sought: _____

Level II Date Issued _____ Signature of Grievant or Representative _____

Disposition by Principal and Reasons Therefor:

Disposition: _____

Reasons: _____

Date _____
Signature of Principal

Initial Applicable Statements:

- _____ I hereby accept the above disposition
- _____ I hereby decline the above disposition
- _____ I intend to process the grievance to the next step.

Signature of Grievant or Representative Date
Level III Date Issued _____ Signature of Grievant or Representative _____

Disposition by Superintendent and Reasons Therefor:

Disposition: _____

Reasons: _____

Date _____
Signature of Superintendent

Initial Applicable Statements:

- _____ I hereby accept the above disposition
- _____ I hereby decline the above disposition
- _____ I intend to process the grievance to the next step.

Signature of Grievant or Representative Date

APPENDIX C

Level IV Date Issued _____ Signature of Grievant or Representative _____

Disposition by Board President and Reasons Therefor:

Disposition: _____

Reasons:

Date _____

Signature of Board President

Initial Applicable Statements:

_____ I hereby accept the above disposition

_____ I hereby decline the above disposition

_____ I intend to process the grievance to the next step.

Signature of Grievant or Representative

Date

RIDGEMONT LOCAL SCHOOL DISTRICT
TEACHER OBSERVATION FORM

Teacher:

Observation Date:

Elementary

Junior High School

High School

Subject:

Observer:

Domain A: Organizing Content Knowledge for Student Learning

Yes No Lesson plans are complete and age/skill appropriate

Yes No Lesson is correlated to the Ohio learning outcomes/standards.

Teacher Preparation: Well Prepared

Evidence of some preparation

No evidence of preparation

Comments:

Domain B: Creating an Environment for Student Learning

Active Passive Students' involvement in planned lesson

Student Control: Good Fair Poor

Time on Task: Good Fair Poor

Management techniques/student monitoring:

From board From desk In groups Individually Moving about

Interacting Other

Room Appearance:

Comments:

Domain C: Teaching for Student Learning

Types of activities/strategies employed in the classroom:

- Lecture
- Drill
- Audio-visual presentation
- Group Activity
- Review
- Demonstration
- Written work
- Test
- Lab activity
- Read orally
- Read silently

Other:

Teaching elements being used:

- Begins class promptly
- Gains attention of learners
- States objective
- Teacher's skill/provides information
- Involves students in development of lesson
- Provides practice
- Monitors and adjusts accordingly
- Uses entire classroom period for instruction
- Closes lesson

Types of student feedback elicited:

- Group response
- Individual oral response
- Individual written response

Types of questions asked by Teacher:

- Those demanding recall
- Those demanding analysis
- Those demanding synthesis
- Those demanding evaluation

Types of student thinking demonstrated:

- Recall
- Application
- Analysis
- Synthesis
- Evaluation

Comments:

Domain D: Teacher Professionalism

- Yes No The teacher attempts to find ways to help specific students who are not meeting the learning goals, but cannot suggest any specific, practical actions that he or she has not already tried.
- Yes No The teacher demonstrates knowledge of resources and attempts to consult with colleagues when necessary on matters related to learning and instruction.
- Yes No The teacher demonstrates various methods of communicating with parents or guardians regarding specific students.

Comments:

Objective of the Lesson:

Methods of Instruction:

- A. Procedures/Activities:
- B. Resources:
- C. Assessment:

Relationship of this Lesson to the Theme/Unit:

Special Considerations:

Administrator's Summary of Observations:

Preconference Date: Person(s) attending:

Observer: Date of Observation: Length of Observation:

Post Conference Date:

Acknowledgment

The information contained herein has been read and discussed by those whose signatures appear below.

Staff Member Signature _____ Date: _____

Administrator Signature _____ Date: _____

RIDGEMONT LOCAL SCHOOL DISTRICT

PREOBSERVATION FORM

1. Do you communicate with the parents or guardians of students in this class? If so, how and for what reasons?

2. Are there any special circumstances that the observer should be aware of in order to understand what would occur during the scheduled observation? (e.g., school-wide routines or policies, interruptions, behavior patterns of students).

3. When you need assistance with your teaching skills or when you have difficulties with a student, who do you talk with? (e.g., mentor teachers, other teachers, cooperating teachers, or principal).

4. Do you coordinate learning activities with other colleagues? If so, how?

RIDGEMONT LOCAL SCHOOL DISTRICT

TEACHER DRESS CODE

Dress should reflect a professionalism which enhances the learning climate of the building. It is important that your dress sets a tone and helps to establish yourself as a role model for our students. Thus, overly casual dress will be prohibited.

- Jeans will be permitted on the last day of the work week in conjunction with a Ridgemont or college shirt. No other shirts will be permitted. Jeans must be in good repair (no frayed edges or holes).
- No sweatpants
- No wind suits
- Ties are recommended for male teachers
- Tennis shoes are not recommended; however, if worn, tennis shoes are to be clean and not excessively worn.
- "Standard" T-shirts are not to be worn by staff members

General

Some teaching positions may dictate the style of dress. For example, physical education teachers are permitted to wear clothing conducive to the teaching of physical activity. Check with your building principal for exceptions/allowances.

RIDGEMONT LOCAL SCHOOL DISTRICT

COLLEGE TUITION REIMBURSEMENT REQUEST FORM

Name _____ School Year _____

SS# _____ Building _____ Date _____

COLLEGE INFORMATION

1. College/University _____

2. Department _____

3. Course Title _____

4. Course Number _____ 5. Credit Hours _____ Sem. or _____ Q.

6. Dates of Classes/Coursework/Hours _____

REIMBURSEMENT INFORMATION

1. Evidence of course completion with a passing grade. This may be provided by certificate of completion, transcript, or official grade sheet.

2. Evidence of payment for coursework with a copy of the check and original bill or copy of the original receipt of payment showing the cost per credit hour.

Signature of Teacher _____ Date _____

Signature of Association Treasurer _____ Date _____

Signature of Superintendent _____ Date _____

_____ Approved _____ Disapproved

Reason: _____

Treasurer's Office:

Date Received _____

Date Paid _____

Hours on this request _____

Total hours for this individual _____

Payment approved: _____

Amount per hour _____

Total payment this request: _____