



**NEGOTIATED AGREEMENT
BETWEEN THE**

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2656-02
K30692
03/04/2014

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES/AFSCME/ALF-CIO
AND IT'S LOCAL #258**

AND THE

**ROLLING HILLS LOCAL SCHOOL
DISTRICT
BOARD OF EDUCATION**



OAPSE/AFSCME Local 4/AFL-CIO

Effective July 1, 2013 – June 30, 2015

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ARTICLE 1 - RECOGNITION

The Rolling Hills Local Board of Education (hereinafter called the "Board recognizes OAPSE/AFSCME, AFL-CIO, on behalf of Local #258 (hereinafter called the "Union") as the sole and exclusive bargaining agent for all regular, full-time and part-time (excluding substitutes) classified employees in the school District eligible for membership in the Union. The foregoing positions and classifications shall be excluded from the bargaining unit: the Treasurer, Assistant Treasurer, three (3) Fiscal Assistants, Administrative Services Secretaries, Transportation and Custodian Maintenance Supervisor and Lunchroom Supervisor and Nurses Aide. Administrative Services Secretaries are defined as the central office administrative secretaries and the principal's secretaries.

ARTICLE 2 - RIGHTS OF INDIVIDUALS

Nothing contained herein shall abridge the right of any employee to express his/her views to the Board at any scheduled meeting by the Board in accordance with Board Policy, provided that, during the term of contract, negotiations shall be conducted only with the Union.

ARTICLE 3 - NEGOTIATION PROCEDURES

- 3.1 A written request for the opening of negotiations shall be submitted to the Superintendent by the Union on or before sixty (60) days preceding the expiration of this Agreement.
- 3.2 Upon receipt of a written request for a negotiation meeting, either party will have five (5) work days to reply to the request. Within ten (10) work days after receipt of the reply, the parties shall establish a mutually agreeable site, date and time for such meetings. This section refers to the negotiation of a new contract.
- 3.3 Both Parties to Agreement shall present their proposals at the first meeting. No other proposals shall be submitted after the first meeting unless otherwise agreed to by both parties.
- 3.4 Each meeting will be held in executive session.
- 3.5 Negotiations shall be conducted after regular working hours, however, if the Board's team insists on a negotiation meeting during the regular work hours of a majority of the Union's team members, such members shall be released from school duties to attend negotiating meeting. Such meetings shall be scheduled so as not to interfere with normal school schedules wherever possible. The employee members of the negotiating committee will be paid by the Board for time spent in **negotiations, but** only for straight time hours they would have otherwise worked. The Board of Education will make every effort to approve any shift change necessary which will permit any member of OAPSE to be a member of the OAPSE Negotiating Team. If the shift change cannot be made, the negotiations session shall be rescheduled. OAP SE team shall have the right to have an

alternate present. The alternate shall not take part in regular negotiations unless a regular member is absent.

- 3.6 Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party to caucus.

ARTICLE 4 - NEGOTIATING TEAMS

- 4.1 The Board and the Union shall be represented at all negotiation meetings by a team of negotiators, not to exceed six (6) persons on a committee. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. Negotiating team members for OAPSE shall be classified employees of the district, and must be OAPSE members. The Board's team shall consist of members of the Board and administrators employed by the Board.
- 4.2 In addition to said teams, each team shall be authorized to admit one (1) consultant to each meeting.
- 4.3 Each team is privileged to call upon consultants or those resource people necessary to present its case. No more than one (1) consultant may be permitted to address the negotiators at one time.
- 4.4 The cost of each consultant shall be borne by the parties requesting them.

ARTICLE 5 - EXCHANGE OF INFORMATION

Prior to and during the period of negotiations, the Board and the Association agree to provide each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration. A reasonable amount of time will be allotted to the party providing the information so as to allow for the preparation of the documents needed. (The Treasurer's regular monthly report to the Board of Education in computerized form is acceptable.) The Board and the Union will incur no special expense in providing information to the other party. Nothing contained herein shall require the parties to make available any confidential information or reports expressly compiled for the use of the negotiating teams.

ARTICLE 6 - PROGRESS REPORTS

Periodic written progress reports may be issued during negotiations to the public, provided that any such release shall have prior approval of both teams. No news releases will be issued by either party during the process of negotiations. This "gag order" will be lifted at the declaration of impasse. A copy of any news release will be given to the other party twenty-four (24) hours prior to release.

ARTICLE 7 - AGREEMENT

When tentative agreement is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Union for its

consideration. If ratified, by the Union, the tentative agreement shall be submitted to the Board for its consideration at the next regularly scheduled board meeting. If approved by the Board of Education, the Agreement shall be signed by both parties. All negotiations must be completed within one hundred twenty (120) days from the first meeting as set forth in Section 3.1 or by a date mutually agreed upon by the teams. The agreement reached and accepted by the Union and the Board shall supersede those contained in any previous agreement between the Union and the Board.

ARTICLE 8 - CONSISTENCY WITH LAW

- 8.1 If any provisions of this agreement are found to be contrary to law, such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 8.2 Upon a court of competent jurisdiction's finding that a given provision is contrary to law, the Board and Union shall comply with the law. Within 30 days of this finding, the parties shall meet in an attempt to negotiate *language* to replace that which was invalidated by the court.

ARTICLE 9 - DISAGREEMENT

The parties pledge themselves to negotiating in good faith. (If on unresolved issues tentative agreement is not reached, either party may declare a bargaining impasse. Within five (5) calendar days of declaration of impasse, either party may contact the Federal Mediation and Conciliation Service and request the assistance of a mediator. Impasse by either party may not be declared during the first thirty (30) calendar days of bargaining.) The mediator has no authority to recommend or to bind either party to any agreements.

ARTICLE 10 - GENERAL PROVISIONS

10.1 Bus Drivers

Regular drivers will be used to transport students to or from school sponsored functions when the participants exceed seven (7). Functions that require the transporting of seven (7) or less participants shall be transported in a manner which conforms to specifications of the Ohio Department of Transportation and prescribed by the Board. The grouping of students during a regular season shall define the grouping for determining transportation during tournament play.

- 10.2 If an extra trip is scheduled at such time it would interfere with a driver's regular run, and regular driver desires to take the trip, the Transportation Supervisor shall provide a (substitute) driver to take the remaining portion of the regular driver's route. If the driver relinquishes a portion of his/her regular run to drive the trip, the driver will be paid at the driver's regular hourly rate of pay for the portion of the trip which is equal to the hours the driver would have been paid had he/she driven the regular route. The remainder of the trip will be paid at the extra trip

rate of pay. If a substitute driver cannot be obtained for the regular route within 48 hours prior the extra trip, the regular driver shall remain with the regular-route.

10.3 If an extra trip is scheduled and then cancelled the assigned driver shall be paid for two (2) hours unless the driver is notified in a reasonable time. Reasonable time shall be defined to mean at least one (1) hour prior to arrival at school for the extra trip.

10.4 Payment for all field trips, taken in the payroll period, will be included on a regular pay of the drivers with trips taken listed on the check stub.

10.5 A universally accepted credit card will be furnished.

10.6 Discipline

Discipline on busses shall be handled by the driver according to Board policy, State Statutes and the student handbook. All drivers shall be issued yearly updated student handbooks. If a driver should encounter a situation whereas the student's presence poses a continuing danger to persons or property or an on-going threat of disrupting the process of safely transporting students, and the driver feels he/she cannot operate the bus in a safe manner, he/she shall stop the bus and notify, by radio if possible, the transportation supervisor, advising him of the problems. The driver shall remain at his/her stopped position until the transportation supervisor advises the driver of the appropriate action to be taken by said driver, or until the driver feels that it is safe to proceed.

10.7 External bus washing facilities shall be provided by the Board.

10.8 During extra-curricular or field trips that encompass a dinner hour, the driver or drivers shall be permitted to use one bus to drive to a quality restaurant nearest to the event. Time allowed - 1 hour plus driving time. The driver must inform the students' immediate supervisor of the driver's estimated time of return and location.

10.9 Extra-curricular and Field Trips

Recognizing the primary responsibility and obligation of each driver is his/her regularly assigned route, drivers will be provided with the opportunity to earn additional income by driving for extra-curricular and/or field trips.

A roster of all scheduled extra-curricular and field trips which bears the names of all drivers in order of seniority shall be posted and maintained, in an open area of the bus garage, with trips being listed at least five (5) days in advance whenever possible. Each trip which is run shall be assigned by the Transportation Supervisor on a seniority rotation basis.

At the start of the school year, bus drivers will be furnished with a roster of all students on bus routes. The list shall be updated throughout the year by documentation submitted from the building Principal to driver to Transportation Supervisor.

Other regular activity routes (e.g., HIP, etc.) shall be bid in the same manner as the regular bus routes.

The Board shall provide all trip chaperones with a set of guidelines, which list the chaperones duties and responsibilities.

The Board shall provide each driver of an extra trip with a roster of individuals to be transported upon the trip.

If no bus driver signs up for an extra duty trip and a substitute is not available, then the Transportation Supervisor shall be authorized to assign the least senior employee(s) on the list on a rotating basis as needed. Should such a forced assignment occur, the driver assigned shall be paid at a rate equal to one and one-half (1 1/2) times the rate specified in this section for all hours outside the driver's regular driving time.

When extra-curricular and/or field trips require a driver to stay overnight, i.e. twenty-four (24) or more hour trips, the driver will be paid for all hours of the trip, except for an eight (8) hour deduction per twenty-four (24) hour period for sleeping. In addition, the district will pay for the driver's room and board during the extended stay.

10.10 Custodians

The Board of Education agrees to attempt to hold at least one (1) custodian and custodian maintenance workshop prior to October 1 of each year along with a five (5) day training period for new custodian employees.

10.11 The Board agrees to replace regular custodians during the year, when they are absent, if personnel are available. The Board will provide locked storage areas for supplies. The Board agrees to create a full-time assistant maintenance position.

10.12 Facility Usage

- A. When a school building is rented to outside groups or when the school activity is open to the public, a custodian will be on duty. Athletic practices, music practices, play practices, school club meetings, faculty meetings, curriculum meetings, summer and special Board Meetings are exempt from this requirement.
- B. Properly completed Building Use Forms shall be furnished to all necessary departments one (1) week prior to the activity date in order to permit employees (custodians and cooks) to adequately prepare the needed area(s).
- C. "Saturday School" - when it is necessary to hold "Saturday School" on campus for disciplinary purposes it shall be held at Meadowbrook High School. When the total number of students serving "Saturday School" reaches 15, there shall be a custodian on duty. If "Saturday School" is necessary at the off campus buildings, the building custodians shall be offered the additional work.

- D. Any custodian or cook already on regular duty assignment in the building fulfills this requirement.
 - E. A seniority rotation system, within the building being used, shall distribute extra -activity work among the custodians/cooks. In the event that a "building custodian/cook" does not accept the extra work, a district-wide seniority rotation for the custodians/cooks will be utilized.
 - F. In all cases when a building has been used, it shall be restored to a condition suitable for occupancy by the employee on duty.
- 10.13 Except in cases of emergency or special events, all custodians shall have time off to attend Union meetings if they so desire. Custodians who attend said meetings shall make up the time. Prior notice for attendance at the meeting must be given to the Maintenance Supervisor and will only be denied if a substitute has to be hired.
- 10.14 Custodians shall work in their specific assigned building on days school is not in session, when he/she is requested to do so. He/she may be assigned duties in other buildings when emergencies or special needs arise. Custodians will not be coerced or reprimanded for unfinished work in assigned building if he/she is called to another building for reasons above.
- 10.15 Cooks
- The Board agrees to replace cooks during the regular school year, when they are absent, if substitute personnel are available. The Board will provide locked storage areas for supplies.
- 10.16 Cooks shall be paid one and one-half (1 ½) times their regular rate of pay per hour for all time spent on extra work. .
- 10.17 A seniority rotation system within the building being used shall distribute extra work among the cooks. In the event that "building cooks" do not accept the extra work, a district-wide seniority rotation for cooks will be utilized.
- 10.18 If an event requires access to kitchen facilities a cook shall also be on duty. There shall be a minimum of two (2) cooks on duty for banquets of twenty-five (25) or more.
- 10.19 Para-Professionals
- Para-Professionals will be entitled to release time to attend workshops pertaining to their job duties, or in addition to any state mandated workshops, subject to prior approval of the Superintendent.
- 10.20 Lunch Room Monitors and Study Hall Monitors will be included in the Monitor classification. Employees hired into Bus Monitor (Aide), and Van Aide positions after July 1, 2007 will be included in the Monitor Classification. Employees who were hired as Bus Monitors (Aides) and Van Aides and were provided employment contracts as such prior to July 1, 2007 will be included in the Para-

Professional Classification and will remain in this classification until the employee voluntarily leaves the classification. For the purpose of seniority, monitors are classified as Para-Professionals.

10.21 Monitoring Classes

- A. Para-Professionals will not be required to monitor or teach when a teacher is absent.
- B. Whenever possible, certificated personnel will cover classes. In an emergency, a qualified student monitor may be directed to cover a class. If a student monitor is directed to cover for a teacher, the student monitor will be compensated an additional \$6.50 per hour. To become qualified, the Para-Professional/monitor must receive the appropriate training as defined in O.R.C.
- C. Para-Professionals will be asked to monitor in their building before offering this work to individuals from the substitute Para-Professional/Monitor list whenever possible. Upon the request of the Para-Professional, the Building Principal Will provide a bona fide explanation as to why the Para-Professional was not offered this work.

10.22 Para-Professionals will be required to report to work each day. If the Employer cannot furnish work for the employee, the employee may be sent home due to "lack of work" but will receive two (2) hours reporting pay at his/her regular rate of pay or the employee can be assigned to duties within his or her classification for the entire day.

10.23 The Board agrees to pay the cost of training, including testing, necessary for employees to maintain certification in their current classification. Limitations are defined in 10.24 below shall apply to this section. Further, once the appropriate training is complete, licensing fees will also be covered by the Board. Release time shall be granted where appropriate. All training and release time are to be approved by the Superintendent.

The Board of Education agrees to pay one hundred percent (100%) of the cost for FBI/BCI background checks for all bargaining unit employees, effective July 1, 2009.

10.24 Employees who wish to further their education, in areas directly applicable to public education related career fields, shall be partially reimbursed by the Board of the cost of tuition upon successful completion (at least a C average) of such course of training.

Course work subject to this section shall be pre-approved by the Superintendent. Reimbursement shall be at the following rate:

- a. For four-year degree granting institutions: \$85 per quarter hour and \$110 per semester hour.

- b. For two-year degree granting institutions: \$50.00 per hour.
- c. Each employee will have a cap of eighteen (18) semester hours or twenty-four (24) quarter hours per calendar year to be reimbursed.

If an employee leaves the district to be employed elsewhere, or is terminated within one calendar year of receiving tuition reimbursement, the total amount of the reimbursement for the previous year will be reclaimed in the employee's final pay from the district. In the event that there is still a balance of unpaid reimbursement, the employee will be billed for the remainder of the amount.

Following the completion of course work, on a quarter by quarter or semester by semester basis, the employee agrees to remain an employee of the district in the current classification. If the employee moves to another classification, the employee shall reimburse the district for its investment in the employee. The amount of reimbursement shall decrease each year after completing the course work that the employee remains in the current classification at the rate of 25% per year. Once an Associate or Bachelor's Degree is obtained the obligation will be two years with a 50% reimbursement decrease per year.

However if the reason for leaving the classification is beyond the control of the individual, such as a layoff or being bumped, the employee will not be required to make any reimbursement.

ARTICLE 11 - NO STRIKE/NO LOCKOUT

- 11.1 Local #258 of the Ohio Association of Public School Employees and its parent organization, OAPSE/AFSCME Local 4 AFL-CIO, agrees that there shall be no strike, slow down or work stoppage sanctioned during the life of this agreement.
- 11.2 The Rolling Hills Board of Education and its designated representatives agree that there shall be no lockouts of any nature of any bargaining unit member of Local #258 OAPSE/AFSCME, AFL-CIO for the duration of this agreement.

ARTICLE 12 - ORGANIZATIONAL LEAVE

- 12.1 Professional Meeting Day for OAP SE authorized delegates shall be permitted to attend two (2) OAPSE sponsored conferences or workshops without loss of pay. Notification and request is to be presented to the Local Superintendent at least three (3) work days (72 hours) in advance of the requested leave. Notification must be in writing.
- 12.2 The release of personnel to serve as official delegates shall be limited to one delegate for each fifty (50) members of the Local and the Local President for the annual OAPSE Conference. The number of days without loss of pay shall be limited to no more than a total of six (6) days annually.
- 12.3 Employees may be granted the day of the Annual District Meeting of OAPSE. Request for attendance must be given to the Local Superintendent at least three (3) days (72 hours) in advance of the requested leave. Notification must be in

writing. Proof of attendance at the meeting must be presented upon return from the meeting.

- 12.4 There shall be release time for the Local President, Vice President, and Building Representative(s) or his/her designee to do Union business during working hours with the Superintendent's approval.

ARTICLE 13 - PARENTAL LEAVE

- 13.1 When an employee becomes pregnant, she shall notify the principal and superintendent, at least sixty (60) days prior to her expected date of delivery or thirty (30) days prior to the expected date of commencement of her disability absence, leave, or resignation, whichever date shall come first. Such notification shall be on a form furnished by the Board. The employee shall have her doctor complete the appropriate section which will indicate the expected beginning date of disability and the approximate date of delivery. The expected beginning date of disability may be subsequently revised by submitting a written statement from her doctor to the Superintendent.

Verification of continuing disability after delivery may be required by the Superintendent, upon reasonable written notice to the employee. A form stating the reason for extension of the disability shall be completed by the employee's primary physician and given to the Superintendent prior to Board action,

- 13.2 For the purpose of this provision, disability shall be the period during which the employee is not physically or emotionally capable of performing all the duties and functions of her position. The beginning date of disability and the termination of disability shall be established by written statement of the employee's doctor.
- 13.3 A request by an employee to resume her duties shall be accompanied by a statement from her doctor certifying that she is both physically and emotionally ready to resume her duties.

Verification of continuing disability delivery may be required by the Superintendent, upon reasonable written notice to the employee.

ARTICLE 14 - PERSONAL LEAVE

- 14.1 Three (3) days of leave will be awarded annually in the first period of July. If an employee is hired after the July date, their awarded leave will be prorated for the year.
- 14.2 A union member will accumulate unused personal leave up to a maximum of twelve (12) days. If the number of accumulated days as indicated in July, at the time when the new leave days are awarded, the newly awarded days will be converted to sick leave. If the maximum number of accumulated sick leave days is indicated when the personal leave days are awarded, the days will be lost to the individual.

- 14.3 Notification for personal leave shall, except in cases of emergencies (emergency situation to be judged by the Administration), be made, in writing, to the immediate Supervisor, Principal or Superintendent at least three (3) work days (72 hours) in advance of the requested leave. One day of personal leave shall be granted with twenty-four (24) hours notice to the appropriate Supervisor. Leave may not be granted before or after a holiday or the first or last day of school except in an extreme emergency, or as designated in 14.4.
- 14.4 Personal leave shall be granted on an unrestricted basis with proper notice given to the appropriate supervisor.
- 14.5 Three (3) days of leave may be granted and utilized by the bargaining unit member per year. If a member needs to take more than three (3) days, the employee may be permitted to do so with permission from the Superintendent. If the three (3) day limit is exceeded without permission from the Superintendent, the leave days exceeding the three (3) will be classified as docked days. It is the member's responsibility to keep track of the number of leave days used in a fiscal year so as to not violate this section. There is no limit to the number of days of leave that may be taken in a row with permission described above.
 - 1. All OAPSE members have the right to use a maximum of five (5) consecutive unrestricted personal days at one time.
 - 2. All other aspects of Personal Leave as outlined in Article 14 will still apply.
- 14.6 Accumulated personal leave shall be used as sick leave in the event sick leave is exhausted.

ARTICLE 15 - SICK LEAVE

- 15.1 Classified employees shall earn sick leave credit at a rate of 15 days per year.
- 15.2 Classified employees newly employed by the district will be credited for unused sick leave accumulated in other public employment. This shall be in keeping with the Ohio Revised Code Section 3319.141 and necessary verification by the proper public agency. First year classified employees shall be granted an advance of sick leave of five (5) days.
- 15.3 Each employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave each school year, to be charged against sick leave he/she subsequently earns.
- 15.4 Unused sick leave shall be accumulated to a total of 265 days.
- 15.5 For our purposes, immediate family shall include the following two columns:

Column I

Husband

Column II

Brother-in-law

Column I

Wife
Mother
Father
Step-mother
Step-father
Foster mother
Foster father
Foster child
Brother
Sister
Child
Dependent Grandchild

Column II

Sister-in-law
Mother-in-law
Father-in-law
Grandfather
Grandmother
Son-in-law
Daughter-in-law
~~Dependent~~ Grandchild

NOTE: (Remove Dependent - approved by Ryan Caldwell 2-26-14)

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B.C.

15.6 Members of the immediate family that reside in the employee's household.

Column I: For those members listed in Column I, the employee is entitled to the use of accrued sick leave in its entirety.

Column II: For those members in Column II, the employee is limited to the use of five (5) days of sick leave without approval. If more than five (5) days is needed, the employee shall make the circumstances known to the Superintendent who may approve additional use of sick leave days in five (5) day increments.

15.7 When sick leave is to be used in the event of doctor, dental or specialist appointment, prior arrangements must be made with the Supervisor.

15.8 SICK LEAVE BANK

When in the judgment of a bargaining unit member's physician, the employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury of the bargaining unit member, which does not include pregnancy or childbirth unless there are catastrophic consequences to the mother, and additional days are still needed, then he/she may request through the Superintendent that additional days be transferred from other bargaining unit members' accumulated sick leave. The Union shall establish an internal policy to administer such a transfer. The Union shall notify the treasurer of the Board, in writing, of the number of days to be deducted, from whom, and the person receiving the transferred days. Included in the notice shall be a signed statement by the bargaining unit member involved authorizing the Board treasurer to transfer the days. The appropriateness of an application for disability retirement will be discussed with the affected member. These additional limitations will apply to this paragraph:

- a. No bargaining unit member who begins their contract year with less than forty-five (45) days as of July 1 can donate sick leave days.

- b. Donations from bargaining unit members must be in units of one (1) day or more provided that the donor does not go below forty-five (45) days of accumulated sick leave.
- c. The bargaining unit member to whom the days are given must personally have the catastrophic illness or injury.
- d. If the bargaining unit member has applied for disability retirement, then the member can use the donated leave days until the disability retirement takes effect
- e. No more days can be given than needed by the bargaining unit member to serve out the contract year, and only the contract year.
- f. The bargaining unit member must exhaust his own sick and personal leave first.
- g. The bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.
- h. A bargaining unit member's donation of sick leave to another bargaining unit member shall not count as use of sick leave for the purposes of calculating the non-use incentive payment.
- i. The Union will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the Union's administration of sick leave transfer days.
- j. Prior to an employee being eligible to receive transferred days under this procedure, the employee must have exhausted any accumulated vacation leave.
- k. A maximum of one hundred and twenty (120) work days per incident can be received by any employee. In extenuating circumstances, the committee may approve additional days up to a maximum of 180 (one hundred eighty) days.

ARTICLE 16 - VACATIONS

Vacation schedules for all full time classified 11 and 12 month employees shall be:

- 16.1 After employment service of one (1) year, ten (10) days annual vacation shall be granted, excluding legal holidays.
- 16.2 After employment service of five (5) years, fifteen (15) days annual vacation shall be granted, excluding legal holidays.

- 16.3 After employment service of twelve (12) years, twenty (20) days annual vacation shall be granted, excluding legal holidays.
- 16.4 Years of employment service shall accrue on the anniversary date of the employee. (i.e., Mary Jones who was employed September 1, 1989 will earn one (1) year of employment credit on September 1, 1990.)
- 16.5 Nine (9) and ten (10) month bargaining unit members who transfer to eleven (11) or twelve (12) month positions shall be entitled to vacation benefits given to eleven (11) or twelve (12) month employees, according to system seniority. Nine (9) and ten (10) month employees who transfer to eleven (11) or twelve (12) month positions shall have their vacation prorated until their anniversary date of hire with the District. The proration shall be based on the amount of work days between the date the employee is awarded the position or the date the employee first works in the position, whichever is earlier, and their anniversary date divided by their new number of contractual days times the number of days of vacation for which they qualify under 16.1, 16.2, or 16.3. Employees who transfer under this provision shall not be eligible to take vacation days until their probationary and training periods are completed.
- 16.6 Employees with earned vacation of fifteen (15) days or more shall be permitted to take all of their accumulated vacation each year, five (5) days of which shall be consecutive in nature. Employees shall be supplied forms on which they shall indicate the tentative dates desired for utilization of vacation during the summer per building prior to March 1. Employees shall have until March 15 to return these forms to their respective Supervisor.
- Should two (2) employees request to utilize vacation on the same days, the senior employee shall have his/her preference. The Supervisor shall post, on March 20, the tentative vacation schedule for each building. Employees who are denied the dates of their first preference, due to a seniority conflict, shall resubmit a second proposed schedule within ten (10) days of the posting. All other vacation requests must be submitted fifteen (15) days prior to the vacation.
- 16.7 Employees shall be permitted to carry over ten (10) vacation days to the next year. Employees shall not be permitted to accumulate more than the current years earned vacation benefit plus ten (10) days.
- 16.8 No more than 50% of the employees in each building who are eligible for the vacation benefit shall be permitted to utilize vacation at the same time.
- 16.9 Only under special consideration, approved by the Superintendent, shall vacation be used during the following time periods:
- One (1) week prior to the first day of school
 - The first week of school
 - The week of High School Commencement

16.10 Employees on vacation time are not eligible to receive extra work except as approved by administration.

ARTICLE 17 - SEVERANCE PAY

17.1 Severance pay upon retirement from Rolling Hills Local School District shall be in the amount of 25% of accumulated sick leave days.

17.1A The above referenced severance pay shall be payable to the family or estate of any bargaining unit employee who has ten (10) years employment in the Rolling Hills Local School District, who dies while said employee is still in the employ of the district.

17.2 In the event of having no accumulated sick leave days, one (1) day will be given at current salary.

17.3 Notification of retirement and application for severance pay shall be within thirty (30) days prior to the proposed date of resignation.

ARTICLE 18 - PAID HOLIDAYS

Classified employees shall receive the following paid holidays:

9 and 10 Month

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
The day after Christmas Day
The day before New Year's Day

11 and 12 Month

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Working day prior to Christmas
Christmas Day
The day after Christmas Day
The day before New Year's Day

Employees who work less than five (5) total hours per day shall receive the following days, in addition to those days listed above, as paid holidays:

Last work day of the school year
Parent/Teacher Conference Days
Fair Day

ARTICLE 19 - CALAMITY DAYS

- 19.1 All employees (excluding substitutes) shall be paid at their appropriate rate of pay when schools are closed due to weather conditions and/or other emergencies not to exceed five (5) days each year.
- 19.2 Any employee who is required by his/her supervisor to work on a calamity day shall be paid at their regular rate of pay for the calamity day, plus they will be paid at their regular rate of pay for actual hours worked that day, i.e., they will be paid at two (2) times his/her normal rate of pay, not to exceed five (5) calamity days. Nothing herein shall modify the language of Article 32 - Overtime.
- 19.3 Employees who perform duties during a two-hour delay, which becomes a day when school is cancelled, will receive additional pay for the time involved. The Superintendent, in consultation with the Union President, shall make decisions on this payment on a case by case basis.
- 19.4 No employee shall be required to work on any day which has been declared a Level 3 emergency by the Guernsey County Sheriff, the Sheriff of the employee's county of residence, or the State of Ohio. Should an employee choose to utilize a day which is subject to the incentive plan designated in Article 36, the use of this day shall not diminish the employee's incentive pay.

ARTICLE 20 - LABOR MANAGEMENT COMMITTEE

- 20.1 The Board and its designated representatives and the Union or its representatives agree to meet and discuss with the other concerning issues of mutual concern, provided however that the issues are not provided or administered within policy adopted by the Board.
- 20.2 The Committee shall be made up of not more than six (6) OAPSE Local Members and not more than six (6) members representing the Board.
- 20.3 Such meetings shall be held upon request after the exchange of an agenda by the party requesting the meeting.
- 20.4 Meetings shall be held at agreed times and places and shall not exceed one (1) hour unless both parties agree to extend the meeting time.
- 20.5 The number of meetings held in any school year shall be limited to twelve (12) meetings.

ARTICLE 21- SAFETY COMMITTEE

- 21.1 The Board and the Union agree to establish a Safety Committee consisting of up to four (4) non-bargaining unit members appointed by the Board and four (4) bargaining unit members appointed by the President of the Local Union. The purpose of the Committee is to discuss safe and healthful working conditions and procedures of the Board and to encourage all employees to follow said

procedures. The joint Safety Committee shall meet at least once a month or upon request if an emergency arises.

- 21.2 When work place engineering and/or work practice controls fail to adequately protect employees from safety hazards or reduce hazards to an acceptable level, the Board will provide personal protective equipment.

ARTICLE 22 - DISCIPLINARY ACTION

Disciplinary Procedures

The following are guidelines for progressive disciplinary action which shall be used for employee job performance deficiencies and/or unacceptable employee conduct, standards or practice:

Step 1 - Warning

Written and/or oral notification to the employee. If written, the document shall be placed in the immediate supervisor's file, with a copy to the employee.

Step 2 - Reprimand

Written reprimand to the immediate supervisor, to the personnel file and a copy to the employee.

Step 3 - Suspension

Penalty of one (1) day suspension with loss of pay may be given with the approval of the Superintendent. A copy of the suspension goes to the immediate supervisor, personnel file and the employee.

Step 4 - Five Day Suspension

Penalty of up to five (5) days suspension with loss of pay may be given; all suspension and/or loss of pay must be with the Superintendent's approval. Written copy to the immediate supervisor, personnel file and the employee.

Step 5 - Termination of employment contract

Written copy to the immediate supervisor, personnel file, Board of Education and employee. Termination shall be by the Superintendent.

Depending upon the severity of the offense/violation for which discipline is deemed necessary, disciplinary action may be initiated at the discretion of the Superintendent or his designee at any step. All discipline will be for just cause. Twenty-four (24) months following the issuance of a written reprimand the employee may request that the Superintendent and he/she review the employee's job performance. If the performance has shown correction of the area for which the reprimand was given, the reprimand shall be removed from the employee's personnel file. OAPSE Representative will be available on the request of employee.

Appeal of discipline shall be done through the grievance procedure. If an employee receives three (3) or more written reprimands within any twelve (12) month period, or any discipline more stringent than a written reprimand, he/she shall be entitled to appeal said disciplinary action through the grievance procedure in Article 29.

This Article shall supersede the rights granted to employees under Section 3319 of the Ohio Revised Code.

Nothing herein shall preclude the Administration from determining what is an offense for purposes of discipline.

ARTICLE 23 - SUB CONTRACTING CLAUSE

No bargaining unit work shall be performed by managerial Personnel, Substitutes, Temporary, Casual Employees and/or Volunteers, to reduce the hours, classification(s) and/or to lay-off any bargaining unit members.

ARTICLE 24 - JOB DESCRIPTIONS

The Union shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.

ARTICLE 25 - PERSONNEL FILES

- 25.1 A bargaining unit member shall be notified in writing before any evaluation or personnel action is placed in his/her personnel file and shall be provided a copy of the same. The employee shall have the right to attach a written response to such document.
- 25.2 Upon request, bargaining unit members have the right to inspect their file and receive copies of the documents (letters, reprimands, evaluations, etc.), not to exceed one (1) copy per document. The employee shall also have the right to have a Union representative of his/her choice present at that time.
- 25.3 The employee must have knowledge of any information placed in his/her file and the employee must be offered the opportunity to sign and date that information. Refusal of an employee to sign and/or date a document does not preclude the document from being placed in the file.
- 25.4 The Board or its representative shall take no action to coerce, censor, and/or penalize in any way employees for exercising their rights under this Section.
- 25.5 When an employee signs an evaluation, reprimand, letter and/or any other document, it shall not constitute that he/she agrees with the contents and/or statements made.

ARTICLE 26 - SENIORITY AND BID PROCEDURES

- 26.1 Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education from the latest date of hire. Authorized leaves of absence and time on the layoff recall list shall not constitute an interruption of continuous service. Date of hire shall be defined as the date the employee actually began work as a member of the bargaining unit. Should two or more employees begin work on the same date, the date of the Board meeting when hired will be used to break the tie. If a tie still exists, it will be broken using the alphabetical order of the employee's last names. If situation pertains to current employee vs. new hire; current employee will have more classification seniority than new hire.
- 26.2 The Union shall be provided the current seniority list of all employees contained in the bargaining unit within a reasonable time after a written request is made.
- 26.3 Each month, upon request, the Board will inform OAPSE (President, Union, or Local) of personnel changes which affect the seniority list.
- 26.4 All buildings, owned and operated by the Board of Education and staffed by school employees, shall be posted with "Bid Notice Procedures" in an open area accessible to all employees covered by the bargaining unit.
- 26.5 The administration shall have thirty (30) days to determine if a vacancy exists. When the administration determines that a vacancy or new bargaining unit position exists, such vacancy or position shall be posted for a minimum of five (5) work days. Employees desiring the vacancy shall submit their bid to the administrator announcing the vacancy within this five working day posting period. Employees will be notified of job openings during summer recess with the payroll distribution and by notifying the Union President. The vacancy or new position shall be filled within ten (10) days of the last day of posting.
- 26.6 The Board has the right to determine the qualifications required for all classifications.
- Determination of qualifications shall include, but not be limited to, the necessary education, skills, licenses, abilities, and experience to properly perform the duties of the job in question.
- 26.7 All vacancies shall be posted and will set forth the location, classification, time schedule, salary range, job description, and qualifications. The employer agrees to notify the Union when vacancies occur by providing the President with a copy of all positions posted.
- 26.8 When a vacancy or new position is posted all employees shall have the right to bid. Employees within the classification, where the vacancy exists, shall be entitled to the vacant position based upon seniority as an active member of that classification (classification seniority). When no employee bids from the classification where the position exists, then the most senior qualified employee system wide that bids shall be awarded the position. Employees who bid into a

classification from a different classification shall be placed on the seniority list for that classification in the following manner:

1. Employees who have previously worked in the classification shall be placed on the seniority list for that classification based upon their past years of service in the classification.
 2. Employees who have not previously worked in the classification shall be placed at the bottom of the seniority list for that classification.
- 26.9 Should the time worked by a position be increased by thirty (30) minutes or more per day, the position shall be posted and bid in accordance with the provisions of this Article. Should an employee, other than the individual who held the position prior to the increase successfully bid the position, the position he/she held prior to the increase shall be likewise posted and bid. Only employees who hold a position within the classification at the time of the increase shall have the ability to move to the increased position, or positions which become vacant due to the provisions of this Section.

Conversely, should the time worked by a position be decreased by thirty (30) minutes or more, the employee who holds the decreased position may displace (bump) any less senior employee in the classification. Any employee displaced as a result of this bumping process shall, in turn, be granted bumping rights to positions within the affected classification. If the employee loses benefits due to a decrease in time, the employee holding the position may displace any less senior employee currently working outside the classification based on system seniority if he/she chooses. Employees bumping outside of their current classification must be qualified based on the minimum qualification as listed on the job description for the position. Any employee displaced as a result of this bumping process, shall in turn, be granted bumping rights to position within the affected classification.

- 26.10 An employee may bid upon a second position in the bargaining unit (while retaining his/her current position) provided that the second position does not conflict with the first position nor provide a work schedule which regularly requires the employee to work more than eight (8) hours per day.
- 26.11 Employees will receive a courtesy notice of non-teaching coaching/advisor position openings. If no teacher is awarded the position, a classified employee, if qualified, shall be awarded the position prior to hiring a non-certified outsider.

ARTICLE 27 - LEAVES OF ABSENCE

- 27.1 Employees shall, under conditions specified herein, be granted leaves of absence for the following purposes: illness, maternity, disability, dependent care, and military service and may be granted for education purposes (limited to work toward an associate's, bachelor's or master's degree).

- 27.2 Leaves of absence shall be authorized only by the Board of Education upon the recommendation of Superintendent and within the provisions of the Ohio Revised Code governing such leaves.
- 27.3 Failure to report to duty following the expiration of a leave of absence, unless additional absence is authorized, may be considered by the Board as termination of the contract by the employee.
- 27.4 Employees on authorized leaves of absence shall be considered as maintaining the characteristics of continuity of service, provided such leaves do not total more than two (2) years.
- 27.5 Application for leave of absence shall be made by employee. The application shall be made in writing to the Superintendent at least five (5) work days prior to the next regular board meeting.
- 27.6 Reinstatement - In all cases of leaves of absence, the employee shall give notice of his/her intent to return to the former position at least thirty (30) calendar days prior to the expiration of the leave.
- 27.7 All employees covered under this agreement are protected under the State Workers Compensation Act of Ohio. All injuries incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative, and an application shall be filed with the Bureau of Workers Compensation.

SERS Disability has a term of five (5) years that an employee can return to their position of employment, during the employees term of absence the position may be bid temporary to the bargaining unit with the understanding that if and when the employee comes back to work that they shall return to their prior position if available, otherwise, to a similar position in the same classification. This process will be done through the bid procedure.

- 27.8 Vacancies created due to an employee's leave of absence shall be posted and filled in accordance with the provisions of Article 26. Should the employee return from the leave of absence, the employee who was the successful bidder to fill this position shall return, to his/her previous position. Similarly, those employees who are filling positions created by the move of an employee to temporarily fill another vacancy caused by the filling of the position created due to the leave of absence shall return to their previous position. However, should the employee not return from the leave of absence, the position will not be rebid and will be assigned to the employee who was the successful bidder to fill the temporary vacancy on a permanent basis. This shall also apply to those positions filled by other employees who fill other vacancies created due to this process.

ARTICLE 28 - REDUCTION IN FORCE

In the event it becomes necessary to reduce classified staff due to abolishment of positions, lack of funds, more efficient operation of the school district, lack of work or building closure, the following procedure shall govern such reductions.

- 28.1 Prior to the Board instituting such reductions in the classified staff, the Administration shall meet with the President of the Union and the Field Representative to discuss these reductions.
- 28.2 The number of employees affected by the reductions shall be kept to a minimum by not employing replacements, insofar as is practical, for employees who resign, retire or otherwise vacate a position.
- 28.3 Whenever it becomes necessary to lay off employees for the reasons stated above, affected employees shall be laid off according to seniority, with the least senior employee laid off first. Seniority is defined in Section 26.1 of this Agreement (Seniority and Bid Procedures).
- 28.4 The following classification shall be used for the purpose of determining bumping rights in the event of lay off:

- Para-Professionals
- Bus Drivers
- Custodial
- Food Service
- Maintenance
- Mechanics

This is not the order in which a reduction in force will occur.

- 28.5 The Board of Education shall, upon the recommendation of the Superintendent, determine in which classification the lay-off should occur and the number of employees to be laid off.
- 28.6 The Board of Education shall prepare and give to each employee in the affected classification(s) and the Local President, a list containing the names, seniority dates, and classifications, number of work hours, location, and indicate which employees are to be laid off. This list shall be sent to the classification employees and the Local President at least thirty (30) calendar days prior to a layoff. Each employee to be laid off shall be given at least thirty (30) calendar days advance written notice of the layoff. Each notice of layoff shall state the following:
 - a. Reasons for the layoff or reduction.
 - b. The effective date of the layoff.
 - c. A statement advising the employee of their rights or reinstatement from the layoff.

- 28.7 Any employee affected by such a reduction or an abolishment by layoff or bumping, shall be granted bumping rights. Bumping may be exercised on the basis of seniority. Any employee affected by such a reduction may displace (bump) any less senior employee, if qualified. The most senior employees who are desirous of bumping into a new classification series cannot bump any other employee who has greater seniority. All state requirements must be met satisfactorily for the position in question as a qualifying condition of employment. This does not imply that the state requirements are all inclusive as a qualifying condition of employment. Bumping rights do not include a probationary period or training period.
- 28.8 An employee shall be paid the rate of the position to which he/she is bumped. The employee will be placed on a pay step equal to their years of system seniority.
- a. In a reduction in force (RIF) the employee's system-wide seniority hire date is used to determine bumping rights and placement on the system-wide and classification seniority lists.
- 28.9 The Board of Education shall prepare a reinstatement list. Laid off employees shall be placed on the reinstatement list in the order of seniority.
- 28.10 It is the responsibility of the classified employee to notify the Superintendent of any change in address, phone number, etc.
- 28.11 Vacancies which occur shall be offered to the employee in writing or declined in writing by the employee standing highest on the layoff list before the next person on the list may be considered. The employee shall be notified by Registered or Certified Mail addressed to the classified employee's last known address. The employee shall have ten (10) calendar days from the date of receipt in which to respond. Any employee who declines reinstatement shall no longer be considered for recall to the classification of the declined position.
- 28.12 The employee's name shall remain on the appropriate reinstatement list for a maximum of two (2) years from the effective date of lay off.
- 28.13 Employees displaced due to the inability to comply with changes in the certification required of the classification in which they are employed will be placed on the layoff reinstatement list wherever their seniority carries them.

ARTICLE 29 - GRIEVANCE PROCEDURE

- 29.1 For the purpose of this procedure a grievance shall be defined as an alleged violation, misapplication, or misinterpretation of the Negotiated Agreement between the Board of Education and the Union. If a matter or issue is specifically excluded from the grievance procedure by a provision in this collective bargaining agreement, then such matter or issue shall not be grievable herein.
- 29.2 Any member(s) of OAPSE/AFSCME, AFL-CIO #258 and/or the Local President on behalf of the Bargaining Unit Member(s) shall have the right to process a

grievance and be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal.

Informal Hearing

In order for an alleged grievance to receive consideration under this procedure, the Grievant must identify the alleged grievance to his/her Supervisor in an informal discussion within ten (10) working days of the occurrence that gave rise to the grievance or within ten (10) working days from the time the Grievant should have reasonably become aware of the grievance. The Supervisor shall investigate and respond to the grievant within five (5) working days following the meeting date.

Step 1 - Written Procedure

If the Grievant is not satisfied with the response of the Supervisor, the Grievant shall reduce the grievance to writing and the Supervisor shall reduce the response to writing within five (5) working days of the Supervisor's verbal response in the Informal Hearing. The Supervisor's signature on the written grievance form shall indicate that the informal discussion has taken place.

Step 2 – Appeal

The employee may appeal the Supervisor's decision to the Superintendent of Schools within five (5) work days from the date on the Supervisor's written response. The appeal must be in writing. The Superintendent shall request a report on the grievance from the Supervisor and shall confer with the employee, and Union Representative if desired, and attempt to resolve the matter within 10 working days of the receipt of the grievance. Within 20 working days of receipt of the grievance, the Superintendent shall communicate his decision, in writing, to the employee and the supervisor. If the grievance is not satisfactorily resolved by the Superintendent, the employee may proceed to the next step of the grievance procedure within fifteen (15) working days.

Step 3 - OAPSE Consideration

The OAPSE President shall appoint a committee of five (5) to oversee a grievance pending arbitration. The OAPSE Local President shall be chairman of the committee.

Step 4 - Arbitration

If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step 3, the employee or his designated Union Representative shall have the right to appeal the dispute to an impartial Arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) working days from the date of the meeting provided in Step 2; by filing a notice with the "Statement of Grievance" attached thereto with the American Arbitration Association, and a copy of the

notice served on the Administration's representative. It shall be the function of the Arbitrator and he shall be empowered, except as his powers are limited below, after due investigation to make a decision in case of alleged violation outline in Article 29, paragraph 1, of this Agreement. He shall have no power to establish salary schedule or change salary schedules.

The Arbitrator shall have no power to alter, or change, modify, and/or delete any provision and/or section of this existing Agreement.

The fees and expenses of the Arbitrator shall be shared equally by the Board and the Union. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses, except where it is agreed to that hearing is during a witnesses regular hours of employment.

The decision of the Arbitrator shall be final and binding on both parties.

Grievance Forms

The grievance form shall be developed cooperatively between representatives of the Board of Education and representatives of the Union.

Any grievance must be filed on the authorized grievance form agreed between the parties of this Agreement. Such forms must provide for naming of the alleged violation and shall state the contention of the employee or the Union, and shall indicate the relief requested. Any grievance not advanced to the next step by the Union within the time limit in that step shall be deemed resolved by the Administrations' last answer.

Any grievance not answered by the Administration within the time limit in that step shall be forwarded to the next step.

Time limits may be extended by the Administration and the Union, in writing; then the new date shall prevail.

The agreed grievance form shall be made available to any employee requesting such, either through his Supervisor or Union Representative. Work day is defined for the purpose of this section as any day in which the Board office is open and is not a holiday under the negotiated agreement.

ARTICLE 30 - FRINGE BENEFITS

A. INSURANCE

1 Health Insurance

- a. Paid by the Board of Education, 90% of the single premium and 90% of the family premium (Self-Funded Plans) or equivalent major National. Carrier. Usual, customary and reasonable for those requesting this coverage (substitute employees excluded). The coverage shall be that in effect as of July 1, 2002.

b. Further, the Board of Education agrees not to reopen negotiations on Health Insurance in the future unless mutually agreed by the parties. The Board shall have the authority to change insurance carriers during the term of this agreement as long as coverages are not changed.

c. The schedule of Benefits shall be contained in the Employee Health.

Insurance Benefits Handbook and the health insurance policy between the Board and the insurance company on file in the Treasurer's office effective July 1, 2002. Benefits shall be defined as those that are contained in the Handbook and in the policy in effect as of July 1, 2002. A copy of the Health Insurance Benefits Handbook shall be distributed to all members of the bargaining unit within thirty (30) days of the signing of the contract. A copy of the complete health insurance policy shall be furnished to the Union President at his/her request. The Insurance Committee shall review the health insurance policy at least annually or as needed and make recommendations for changes. All changes shall be made by the mutual agreement of the Board and the Union.

Co-Insurance

Single 10% up to \$300

Family 10% up to \$500

d. Effective July 1, 2002, and thereafter, all newly hired employees who regularly work twenty-five (25) hours or less per week, except bus drivers, shall not be eligible for the paid fringe benefits described herein. Classified employees employed by the school district on February 1, 1995, shall retain their fringe benefits provided herein unless the employee's employment is severed due to resignation, retirement, refusal to return, to work, expiration of recall rights as stated in Article 28 or if the employee bids into a part-time position without benefits.

Employees who have severed their employment for the above reasons, are laid off, or are on an approved unpaid leave under this contract (not FMLA); can only retain fringe benefits through C.O.B.R.A. The Board agrees that, should an existing bargaining unit position (existing on 1/1/95) be vacated by an existing employee; the position shall not be split to avoid payment of fringe benefits as stated herein.

e. These four (4) positions that are twenty-five (25) hours or less will carry a full benefit package. These four (4) positions are grand-fathered since they have existed prior to our agreement to limit benefits on part time positions.

These positions are:

Cook - Four (4) hours - Meadowbrook Middle School - Judy Wheeler

Cook - Four (4) hours - Brook Elementary - Janet Roberts

Cook - Three and one-half (3 1/2) hours - Lynn Lasko

Cook - Three (3) hours - Byesville Elementary - Margaret Bamfield

(Note: These names only reflect the employee who held the position at the time of this agreement. Future employees who hold these positions will, likewise, receive the full benefit package.)

2. Life Insurance

Paid by the Board of Education 100% of the premium of Life, Accidental Death and Dismemberment Insurance in the amount of \$50,000 for the life of the contract. The employee may elect to purchase an additional \$50,000 of insurance at Board cost, if the carrier allows said purchase.

3. Dental Insurance

Paid by the Board of Education 90% of the premium of the Dental Insurance Plan.

The Plan shall provide benefits to employees at a level equal to or higher than the Dental Plan in Effect July 1, 2002.

4. Prescription Drugs

The Board of Education shall furnish \$5.00 (generic) and 10% up to a maximum of \$17.50 deductible for brand name prescription drugs, for those who request them, beginning July 1, 2013. The Board will pay 90% of the premium.

5. Vision Insurance

a. The Board of Education shall furnish and pay 90% of the premium for vision coverage for all eligible employees.

b. This plan will provide the same coverage as the vision plan provided to RHEA and the administrative staff.

c. Employees who elect to take Health Insurance will be covered by vision coverage.

d. The Board of Education agrees to fund this coverage only in those years in which the actual increase in health insurance premiums is less than the RHBOE Treasurer's projected increase in health insurance premiums by an amount which is equal to or greater than the District's portion of the vision insurance premium.

B. TAX SHELTERED ANNUITIES

The Board of Education shall, at no cost to the employee, provided no cost is charged to the district, continue deductions necessary to classified employees for participation in tax sheltered annuities. The Board of Education shall not incur any expense, other than clerical for this service. Additional deductions, other than those specifically agreed to by this agreement, can be initiated by the employee.

C. INSURANCE COMMITTEE

1. The Board and the Union mutually agree that an insurance committee is created consisting of the following: two (2) Board members, the

Superintendent, the Treasurer of the Board, and three (3) Union members; (all selected by the Local Union President), and the Local Union President.

2. The committee members shall be named no later than September 30, annually. The committee shall meet a minimum of two (2) times in the spring when insurance renewal notices are sent, but may meet as many times as the committee feels is necessary throughout the year.
3. Any report from the committee shall be released to all members of the Board and the Union.

ARTICLE 31 - MISCELLANEOUS PROVISIONS

- 31.1 Each employee shall be issued a non-transferable pass which permits the employee and/or one guest to attend, free of charge, all student activities, including athletic events. No more than one *pass* shall be issued to each employee household. Such admission would not include the cost of meals.
- 31.2 An employee under contract who has worked at least one hundred twenty (120) days shall be placed on the next step of the salary schedule for the next ensuing year.
- 31.3 Paychecks will be issued on alternate Fridays effective with the starting date of each employee's contract. If a payday falls on a holiday, the employee will be paid on the preceding Thursday.
- 31.4 Employee may have the following deductions:
 - a. City Taxes
 - b. Dues/Fees
 - c. Annuities/Tax Shelters
 - d. Insurance/Fringe benefits to contributions
 - e. PEOPLE
 - f. Credit Union
- 31.5 Anytime there is a change or adjustment shown on a pay, an explanation shall be included with the paycheck.
- 31.6 When twenty-seven (27) pays occur in a fiscal year, the gross yearly salary shall be divided by twenty-seven (27).
- 31.7 In years that have more than two hundred sixty (260) work days for twelve month employees, the employees shall work and be compensated.
- 31.8 Bargaining unit members who transfer through the Bidding (classification seniority) or Bumping (system-wide seniority) process to a position in another classification; shall be placed upon the step of the salary schedule for the new

- 32.3 Whenever an employee is required to perform work in another classification, he/she shall be paid as follows:
- a. If the job is in a higher paid classification, he/she shall receive the rate for that higher classification at the lowest step of the higher classification which provides a rate greater than the rate which the employee is currently earning.
 - b. If the job is not in a higher paid classification, he/she shall receive his/her regular rate of pay.
 - c. This provision shall not apply to those employees working relative to Article 39 concerning seasonal, temporary, or part-time work at the end of this agreement, who work less than fourteen (14) weeks, when working on a seasonal basis or less than thirty (30) days, when working on a temporary basis, unless the employee is filling in for another employee.
- 32.4 A shift differential of \$.10 per hour for custodians and maintenance employees working the second shift (beginning after noon) shall be added to the employee's hourly rate. A shift differential of \$.15 per hour for custodians and maintenance employees working the third shift (beginning after 6:00 p.m.) shall be added to the employee's hourly rate.

ARTICLE 33 - BUS/VAN AIDES/MONITORS

The Board of Education may place bus/van aides on bus/van routes to assist driver in maintaining order, when requested by drivers and deemed necessary by Supervisor and Administrators. Monitors/Aides shall have authority to report uncontrollable students, using standard disciplinary forms.

ARTICLE 34 - PROBATIONARY PERIOD

- 34.1 The provision of O.R.C. 33193.081 shall not apply to the employment of classified employees. An employee shall be granted a continuing contract after an employee has successfully served a "probationary" period of one (1) year from the employee's first day of work. During the probationary period the employee shall not have an expectancy of continued employment and may be removed for any (or no) reason and shall not be entitled to appeal under the grievance procedure.
- 34.2 A classified employee changing classification shall be subject to a twenty (20) working days probationary status in the new position. A classified employee within a classification shall be subject to a ten (10) working days probationary status in the new position. There shall be a mandatory evaluation, with suggestions for areas of improvement, after ten (10) working days. During this probationary period the Administration and/or employee may initiate a transfer to his/her previous position. If the Administration transfers an employee to his/her previous position, an exit interview with the Superintendent shall be given to the

classification according to system seniority. This section is for pay purposes only and shall not affect classification seniority for bidding or bumping purposes.

31.9 SERS PICK-UP UTILIZING SALARY REDUCTION METHOD

The Board of Education of the Rolling Hills Local School District herewith agrees with OAPSE to pick up, utilizing the salary reduction method, contributions to the State Employees Retirement System paid on behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions. The amount to be "picked-up" on behalf of each employee shall be the percent so indicated by SERS regulations of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only. The pick-up shall be uniformly applied to all members of the bargaining unit. The pickup shall remain effective and shall apply to all compensation including supplemental earnings thereafter.

Payment for all paid leaves, sick leave, personal leave, severance and supplemental including unemployment and workers' compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in an employee's contract). Each employee 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. If the foregoing "pickup" provision is nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

- 31.10 Employees will be granted release time with continuity of pay in order to serve as a court juror or when required, by subpoena, to serve as a witness in court. This section does not apply when the employee is a principal in the action before the court unless such action is work related.
- 31.11 Any bargaining unit employee asked to fill in for an administrator or supervisor shall be compensated at the administrator or supervisor's rate of pay. This shall be administered on a rotational basis by seniority.

ARTICLE 32 – OVERTIME

The Board of Education shall grant overtime in the following manner:

- 32.1 Except in cases of emergency, reasonable notification, defined as five (5) working days, of a change in the work schedule, should be given to the employee by the Supervisor.
- 32.2 The Board shall pay for overtime worked at the rate of time and one-half for all hours over forty (40) worked in any week. When computing hours worked, contractual holidays, professional days, and calamity days shall count as regular work day. Overtime calculations shall be prescribed in F.L.S.A. and this article,

- 36.5 Days not worked by an employee due to being sent home, or told to remain at home, due to the employer's inability to furnish work for the employee on that day shall not reduce the amount of the employee's incentive pay described herein.

ARTICLE 37 - UNION DUES DEDUCTION/FAR SHARE FEE

1. The Board shall assume no obligation, financial or otherwise, arising out of the payroll deduction of Union dues. The Union shall hold the Board harmless for any and all claims arising out of or by reason of any action taken by the Board for the purpose of complying with this Article.
2. The Administration agrees to deduct dues, fees, and assessments from the pay of Employees. Deduction shall begin with the first pay in September and be deducted over a twelve (12) month period, consisting of twenty-six (26) equal deductions. Dues/fees shall be sent, within ten (10) days of the date deductions are made, to the Ohio Association of Public School Employees State Treasurer along with a list showing the names of employees and the amount deducted. Withdrawals from membership shall be accepted by the Administration and the Union during the last ten (10) days of August only. Deductions for new or rehired employees shall become effective upon the effective date of the employee's authorization card.

Sixty days following initial employment, employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union except that written authorization for deduction of fair share fees is not required.

3. The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions and demands by any employee arising from the deduction of dues, fees, and assessments made pursuant to this Article and to defend the Employer in any such claims, actions and demands through attorneys selected by the Union. The Employer agrees to accept the attorneys selected by the Union for the defense of claims, actions and demands by any employee arising under this Article. The Union represents to the Board that an internal rebate procedure has been established and is in accordance with Section 4417.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.
4. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such

employee. If an employee elects to return to their previous position they shall give reasons to the Superintendent in writing and there shall be an exit interview.

All newly hired employees and employees changing classifications shall receive a five (5) working day training period. This training period shall be in addition to the probationary period. A substitute shall be utilized during the training and probationary periods.

If the employee, the Supervisor, and the Union President agree in writing, the training period can be waived.

ARTICLE 35 - DRIVER TESTING

1. The employer will provide the means to those employees that elect to participate to acquire knowledge necessary to pass the commercial driver's license exam. The training shall be at the employer's expense.
2. In the event an employee is not successful in passing the commercial driver's license exam, the employer will make a good faith effort to temporarily place the employee in another position until such time that the employee passes the knowledge exam. Said placement shall be pursuant to sub-section 23.8. If no opening is available the employee shall be laid off.
3. All license and testing fees will be paid by the employer; however, this shall be limited to \$35.00 or current fee for the driving skills test and an additional \$35.00 or current fee for the initial and/or renewal employee's Commercial Drivers License.
4. All employees will be granted time off with pay to take the knowledge test and driving test if required by federal or state law.
5. Drivers will be compensated at their hourly rate for all time required for classes/training concerning re-certification.

ARTICLE 36 - INCENTIVE PAY

- 36.1 Classified personnel will be entitled to five hundred dollars (\$500). For every day of sick leave or personal leave used by the member during the year, the payment shall be reduced by \$100 per day.
- 36.2 Payment will be made on the 2nd pay in July.
- 36.3 Prorated for employees hired during the year.
- 36.4 Days not worked by an employee due to a work related injury or an injury compensated by Worker's Compensation for the seven day waiting period, shall not reduce the amount of an employee's incentive pay described herein unless the injury is found to have been due to negligence on the part of the employee.

authorization must be executed by the employee and may be revoked by the employee at any time by giving notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

FAIR SHARE FEE

1. Sixty (60) days following the beginning of employment, employees in the unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required.
2. The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions and demands by any employees arising from the deduction of fair share fees made by the Employer pursuant to this Article and to defend the Employer in any such claims, actions and demands through attorneys selected by the Union. The Employer agrees to accept the attorneys selected by the Union for the defense of claims, actions and demands by any employees arising under this Article.

ARTICLE 38 - AGREEMENTS

The cost of printing the agreement shall be divided equally by the Board and OAPSE.

ARTICLE 39 - SHORT HOUR WORK

Recognizing that it may be necessary on an "as needed basis" to employ additional personnel to help perform seasonal, temporary, or part time work, such additional personnel shall be short hour employees who are represented by the bargaining unit.

These positions shall have duration of up to fourteen (14) weeks in a fiscal year. in circumstances in which a specific project would need more than the fourteen (14) weeks, the District and the Union may mutually agree to extend the time limits Extenuating circumstances will be considered.

No bargaining unit employee shall have his/her regular, normal working hours reduced by using seasonal, temporary, or part-time employees.

Overtime shall be distributed to bargaining unit employees prior to the use of managerial personnel, substitutes, temporary/casual employees, and/or volunteers.

Short hour work shall be distributed on a seniority rotation basis.

Short hour calling shall be the responsibility of a designated supervisor.

ARTICLE 40 - FAMILY AND MEDICAL LEAVE

- A. In accordance with the Family and Medical Leave Act of 1993 (FMLA), bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be entitled to a maximum of twelve (12) workweeks of unpaid leave during any twelve (12) month period for the following reasons:
1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
 2. Because of the placement of a son or daughter with the employee for adoption or foster care;
 3. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition;
 4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Entitlement to child care shall end upon the child reaching age one (1) or twelve (12) months after the date of adoption or foster placement.

- B. There shall be no "stacking" of twelve (12) week leave periods under FMLA for an employee within a twelve (12) month period.
- C. If an employee is granted an unpaid leave under the terms of this agreement for any of the purposes contained in Section A. 1-4 herein, such leave time shall be counted against the employee's FMLA entitlement.
- D. Bargaining unit members must give the Board at least a thirty (30) days notice, except as specified otherwise in other provisions of this collective bargaining agreement, or as much notice as is practicable in foreseeable situations.
- E. Bargaining unit members will not be required to use their accumulated paid leave prior to using the twelve (12) weeks of unpaid leave. However, once the employee elects the type of leave (paid or unpaid) that he/she will take they may not switch to another leave without Board approval.
- F. Medical certification may be required to substantiate leave for reason number four (4) stated above with the Board having the option of requiring second and third opinions. Certification shall include the following:
1. the date the condition began

2. the probable duration of the condition;
 3. appropriate medical facts regarding the condition and necessity for the leave; and
 4. a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.
- G. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the employer and employee and provided all requirements of Federal Law and the provisions of this agreement have been satisfied.
- H. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The Board may recover any premiums paid if the employee fails to return to work unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control. Health insurance benefits may be continued beyond the twelve (12) week entitlement in accord with the C.O.B.R.A. law unless the terms of this agreement provide otherwise.
- I. Any employee on FMLA leave shall pay his/her portion of the insurance premium on or before the 20th of the month. (i.e., June 1 payment due to Treasurer on or before May 20.) Method of payment shall be direct cash payment to the Treasurer.
- J. For the purpose of this article, the following definitions shall apply:
1. "Serious Health Condition" – an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.
 2. "Reduced Leave Schedule" - a leave schedule that reduces the usual number of hour per work week, or hours per workday, of a bargaining unit member.
- K. The Board agrees that no provision of this agreement shall deny an employee any benefit granted by the Family and Medical Leave Act of 1993 nor shall provisions of the FMLA be used to deny an employee of any benefit granted by this agreement. The employee may elect the type of leave he/she wishes to take.

ARTICLE 41 - UNION RIGHTS

- 41.1 Employees who are required to use their own vehicle as part of their job, who are assigned to more than one (1) building during the course of one (1) school day, shall be compensated for mileage at the rate as determined annually by the Internal Revenue Service. Policy No. 4440 will be followed and enforced.
- 41.2 A school calendar shall be adopted by the Board of Education after a committee of, OAPSE has had an opportunity to work cooperatively with the Administration in its makeup.
- 41.3 The Union Representative shall have the right to use the school building for Union business at all reasonable hours for meetings upon twenty-four (24) hours notice, so long as it does not interfere with the normal conduct of a school day or previously scheduled activities.

The Union shall have the right to use school facilities and equipment for Union business upon approval of the Superintendent, when such equipment is not otherwise in use. The Union shall pay for reasonable cost of all materials and supplies incidental to such use.

Should any equipment be damaged on the part of the Union, it will pay for repairs.

- 41.4 Beginning January 16, 2007, all employees working five (5) hours or more shall have a thirty (30) minute paid lunch period. The Administrator in charge shall schedule the time for lunch periods. If an employee's lunch period is interrupted, due to an emergency situation, by the Administrator in charge, the employee will reschedule his lunch period so he will have a total of thirty (30) minutes. If an employee chooses to leave his work location during lunch period, he shall report to his immediate Supervisor in advance of departure.

ARTICLE 42 - BREAK PERIODS

- 42.1 Seven (7) and eight (8) hour employees are entitled to a ten (10) minute break period at the middle of each half shift worked. This break is to be taken at the place of work.
- 42.2 Employees working four (4) to six (6) consecutive hours daily will be eligible for one (1) ten (10) minute break for which they will be paid. This break is to be taken at the place of work.

ARTICLE 43 – WAGES

- 43.1 OAPSE Wage Schedule

OAPSE WAGE SCHEDULE

Maintenance/Buildings, Bus Mechanic, Bus Drivers

OAPSE WAGE SCHEDULE

| | 7/1/2013 | 7/1/2014 |
|----------------|-----------------|-----------------|
| Step 1 | \$12.32 | \$12.57 |
| Step 2 | \$12.42 | \$12.67 |
| Step 3 | \$12.52 | \$12.78 |
| Step 4 | \$12.65 | \$12.90 |
| Step 5 | \$12.75 | \$13.01 |
| Step 8 | \$12.85 | \$13.11 |
| Step 10 | \$12.98 | \$13.24 |
| Step 16 | \$13.08 | \$13.34 |

Educational Assistants/ Monitors

| | Effective 7/1/2013 | Effective 7/1/2014 |
|----------------|-------------------------------|-------------------------------|
| Step 1 | \$12.32 | \$12.57 |
| Step 2 | \$12.42 | \$12.67 |
| Step 3 | \$12.52 | \$12.78 |
| Step 4 | \$12.65 | \$12.90 |
| Step 5 | \$12.75 | \$13.01 |
| Step 8 | \$12.85 | \$13.11 |
| Step 10 | \$12.98 | \$13.24 |
| Step 16 | \$13.08 | \$13.34 |

Associate Degree

| | Effective 7/1/2013 | Effective 7/1/2014 |
|----------------|-------------------------------|-------------------------------|
| Step 1 | \$12.83 | \$13.09 |
| Step 2 | \$12.94 | \$13.20 |
| Step 3 | \$13.04 | \$13.30 |
| Step 4 | \$13.16 | \$13.43 |
| Step 5 | \$13.27 | \$13.53 |
| Step 8 | \$13.37 | \$13.64 |
| Step 10 | \$13.49 | \$13.76 |
| Step 16 | \$13.60 | \$13.87 |

| | Effective 7/1/2013 | Effective 7/1/2014 |
|-------------------|-------------------------------|-------------------------------|
| Short Hour | \$10.77 | \$10.99 |

| | Effective 7/1/2013 | Effective 7/1/2014 |
|------------------|-------------------------------|-------------------------------|
| Bus Trips | \$9.84 | \$10.03 |

43.2 Equal Benefits Clause

Should the Rolling Hills Schools and the certified bargaining units agree to a base pay increase and/or an increase in insurance coverage greater than that currently agreed to by OAPSE Local 258, these enhancements shall be automatically implemented for the classified bargaining unit.

OAPSE WAGE SCHEDULE

| | Effective 7/1/2013 | Effective 7/1/2014 |
|----------------|-------------------------------|-------------------------------|
| Step 1 | \$14.49 | \$14.78 |
| Step 2 | \$14.60 | \$14.89 |
| Step 3 | \$14.71 | \$15.00 |
| Step 4 | \$14.82 | \$15.12 |
| Step 5 | \$14.92 | \$15.22 |
| Step 8 | \$15.04 | \$15.34 |
| Step 10 | \$15.15 | \$15.45 |
| Step 16 | \$15.25 | \$15.56 |

Assistant Maintenance/Buildings, Assistant Bus Mechanic

| | Effective 7/1/2013 | Effective 7/1/2014 |
|----------------|-------------------------------|-------------------------------|
| Step 1 | \$12.84 | \$13.10 |
| Step 2 | \$12.97 | \$13.23 |
| Step 3 | \$13.07 | \$13.33 |
| Step 4 | \$13.17 | \$13.44 |
| Step 5 | \$13.29 | \$13.55 |
| Step 8 | \$13.40 | \$13.67 |
| Step 10 | \$13.50 | \$13.77 |
| Step 16 | \$13.61 | \$13.88 |

Cooks

| | Effective 7/1/2013 | Effective 7/1/2014 |
|----------------|-------------------------------|-------------------------------|
| Step 1 | \$12.32 | \$12.57 |
| Step 2 | \$12.42 | \$12.67 |
| Step 3 | \$12.52 | \$12.78 |
| Step 4 | \$12.65 | \$12.90 |
| Step 5 | \$12.75 | \$13.01 |
| Step 8 | \$12.85 | \$13.11 |
| Step 10 | \$12.98 | \$13.24 |
| Step 16 | \$13.08 | \$13.34 |

Custodians & Food/Van Driver

| | Effective | Effective |
|--|------------------|------------------|
|--|------------------|------------------|

- 43.3 Employees who have been a regular employee of the School District for fifteen (15) or more years will receive an annual longevity payment of five hundred dollars (\$500) per year. This payment may be divided into equal payments and paid over the course of the year as part of the employee's regular pay or at the employee's option be paid in conjunction with the second pay in November each year.
- 43.4 Individuals who are not members of the bargaining unit will not be offered substitute work except as provided in the last paragraph of this section (43.4).

Employees who work as substitutes in any classification will be paid at Step 1 of that classification's wage schedule for such work.

Employees wishing to perform such work will be required to place their names on a substitute sign up list for this work. The Administration will not be required to offer this work to bargaining unit members who do not sign up. Bargaining unit members may sign up on this list at any time.

This section applies to substitute work only. Substitute work is defined as work created by the absence of a regular scheduled employee. All substitute work shall first be offered to bargaining unit employees who work less than forty (40) hours per week. If no bargaining unit employee who works less than forty (40) hours per week accepts the work it may be offered to substitute employees. If no substitute accepts the work it shall be offered to employees who are scheduled to forty hours per week. All substitute work shall be offered on a rotation basis from a list of employees who have signed the substitute work list according to bargaining unit seniority. Substitute employees may not work overtime unless all bargaining unit members decline the work. This section applies to this Article 43.3, substitute work, and does not affect any other Article in this Agreement.

ARTICLE 44 - DURATION

The effective date of this Agreement shall be July 1, 2013, and it shall remain in full force until June 30, 2015.

For the Board

For the Association



Charles & Corinne 2-20-14

THE AGREEMENT

Between

**THE ROLLING HILLS LOCAL
BOARD OF EDUCATION**

And

THE ROLLING HILLS EDUCATION ASSOCIATION

**Effective July 1, 2012
Through June 30, 2014**

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ARTICLE 1
RECOGNITION

- A. Recognizing that providing a quality education for the children of the Rolling Hills Schools is the paramount aim of this school district and that good morale in the teaching staff is necessary for the best education of the children, we do hereby declare that:
1. The Board of Education, under law, has the final responsibility of establishing policies for the district.
 2. The Superintendent and his staff have the responsibility of carrying out the policies established.
 3. The professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.
- B. The Rolling Hills School Board also recognizes that the best interest of public education will be served by establishing procedures to provide an orderly method for the Board of Education and representatives of the Rolling Hills Education Association to discuss matters of common concern, of the Board of Education or the Rolling Hills Education Association, and to reach a mutually satisfactory agreement on these matters.
- C. The Association recognizes the Board as elected representatives of the people and further recognizes the responsibilities of the Board for the operation of the district school system.
- D. The Rolling Hills Board of Education, hereby recognizes the Rolling Hills Education Association/OEA/NEA-Local as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, non-supervisory personnel. The bargaining unit shall include all:
1. Full or part-time classroom teachers (K-12, adult, special and vocational)
 - a. Full-time: An employee who is employed to perform a full day's work as defined in Article 6 for a minimum of 120 days or more in a work year.
 - b. Part-time regular: An employee who works less than a full day's and/or full week's work as defined in Article 6 on a school year basis shall be given a regular limited contract on a pro rata basis.
 - c. Part-time: An employee who works more than sixty (60) consecutive days but less than 120 work days per year. Said employee shall be given a regular limited contract which shall automatically expire on the date listed on the contract and/or the return of the teacher.
 - 1) A part-time employee as defined herein who replaces another employee forty-five (45) consecutive days shall be compensated in accordance with the salary index in Article 13. A part-time employee who replaces another employee for more than sixty (60) consecutive days shall receive full benefits as defined in the master agreement.
 - d. Experience credit will be given to a maximum of ten (10) years on the appropriate column of the salary schedule.

- e. Replacement Teacher: Upon being hired by the Board as a replacement for one school year for a teacher on leave or for a vacancy which occurs during the school year of at least one hundred twenty (120) work days, a teacher shall be given a one (1) year limited contract. This contract will automatically expire at the conclusion of the last contracted teacher day or the date of return of the teacher without prior written notice of nonrenewal. This shall be interpreted to mean that the employee is not entitled to the right of non-renewal or RIF (staff cutback) under this contract. The provisions of O.R.C. Sections 3319.11 and 3319.111 shall not apply to a teacher employed under this subsection.
 - 2. Guidance counselors
 - 3. Speech therapists
 - 4. Psychologists
 - 5. Librarians
 - 6. Media and program specialists
 - 7. School nurses
 - 8. All regular full-time substitutes K-12
- E. For the purpose of this article, "administrative personnel" shall be any employee hired under an administrative contract pursuant to 3319.01, 3319.02, and 3319.04 of the Ohio Revised Code. All "administrative personnel" and the following positions shall be specifically excluded from the bargaining unit:
- 1. Business Manager
 - 2. Non-Certificated Personnel
 - 3. Certificated Education Aides and Tutors
- F. The Association recognizes that newly created certificated positions will be bargaining unit or administrative in nature as governed by Sections D and E in Article 1. There shall be no subcontracting of any work currently being done by bargaining unit members, or any work which falls under the inclusions in D. above, except for the position of in-school suspension supervisor.
- G. Recognition shall continue during the term of this agreement and during extensions or renewals thereof.
- H. All employees of the bargaining unit shall be entitled to all rights, benefits, and privileges of this contract unless otherwise specified.

ARTICLE 2
NEGOTIATIONS PROCEDURES

- A. INDIVIDUAL AND ORGANIZATIONAL RIGHTS
- It is recognized that:
- 1. Teaching is a profession requiring the possession of specialized educational qualifications.
 - 2. The success of the educational program depends upon the services of the qualified and competent teachers who are reasonably satisfied with the conditions under which their services are performed.

3. Teachers have the right to join or to refrain from joining any organization for their professional or economic improvement and advancement of the public education.
 4. The Rolling Hills Education Association shall admit to membership all bargaining unit members as identified in Article 1, D.
- B. SUBJECTS OF NEGOTIATION
- The negotiating committee shall consider all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of the Collective Bargaining Agreement.
- C. NEGOTIATIONS PROCEDURE
- Either the Association or the Board of Education may initiate negotiations by letter of submission forwarded to the other party by the 15th day of April outlining their intent to bargain as defined in Chapter 4117 O.R.C.
1. Within twenty (20) working days of transmittal of said submission letter, the parties shall schedule their first negotiations session. At any negotiation session, either party may be represented by no more than five (5) representatives, only if another number cannot be mutually agreed.
 2. Both parties agree to present their entire initial proposal at the first meeting. All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement are subject to collective bargaining.
 3. The parties may mutually agree to modify these negotiations procedures, including the method and timing of negotiations.
- D. Meetings shall be conducted on other than school time except by mutual consent. Should any meeting(s) be held during school time, the Superintendent shall authorize the absence of the Association negotiators. In the event the parties cannot mutually agree to conduct meeting(s) on school time, there shall be no further recourse in grievance or arbitration regarding the meeting by either party.
1. Each negotiation meeting shall include a decision on an agreed time and place for the next meeting and termination time of said meeting. The termination times of meetings may be altered by mutual consent.
- E. The Board of Education and the recognized teacher association shall each be represented at all negotiation meetings by a team of not more than five (5) negotiators. All negotiations shall be conducted exclusively between said teams.
- F. Negotiation meetings shall be in executive session unless mutually agreed by both parties.
- G. The Board will provide the Association with all available public information related to subjects of negotiation and the Association will provide the Board with all available non-confidential information related to subjects of negotiations.

- H. Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed sixty (60) minutes to caucus. Extended time may be mutually agreed upon.
- I. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make tentative agreements, and make concessions in the course of negotiations.
- J. AGREEMENT
 - 1. When a tentative agreement is reached, it shall then be made in writing and submitted for ratification to the Board and Association. When approved by both parties, it shall be signed by their respective presidents and shall be entered into the official minutes of the Board. Thereupon, the agreement shall constitute a revision of the existing contract. Provisions of the substantive agreement shall be reflected in the individual contract or statement of conditions of service as submitted to employees.
 - 2. There shall be two signed copies of any final agreement: one copy shall be retained by the Board, and the other one by the Association. All IBB scrolls from negotiations will be stored at the OEA office.
- K. DISAGREEMENT
 - 1. In the event the parties are unable to reach an agreement, either party may declare impasse. Upon the declaration of impasse, the parties shall submit a mutual request to the Federal Mediation and Conciliation Service (FMCS) to appoint a mediator to aid the parties through mediation.
 - 2. The parties agree that mediation is the dispute resolution procedure established by the parties to supersede the procedure specified in ORC 4117.
 - 3. Should mediation fail to resolve the impasse, the parties may mutually agree to use any other dispute resolution procedure. However, in the absence of mutual agreement to the contrary, the impasse procedure will be deemed exhausted when the mediator determines that the parties are deadlocked.
 - 4. If agreement is not reached by the expiration date of the contract or the impasse procedure is exhausted, whichever is later, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code.

ARTICLE 3
GRIEVANCE PROCEDURE

- A. DEFINITIONS
 - 1. Grievance: A complaint involving the alleged violation, misinterpretation or misapplication of the negotiated agreement between the Association and the Board of Education. If a matter or issue is specifically excluded from the grievance procedure by a provision of this collective bargaining agreement, then such matter or issue shall not be grievable herein.

2. **Group Grievance:** An alleged violation, misinterpretation or misapplication of the negotiated agreement that directly affects involved members of said group.
 3. **Grievant:** An employee or group of employees, or the Association, alleging a violation, misinterpretation or misapplication of the negotiated agreement.
 4. **Day:** A working day exclusive of negotiated holidays. A "day" shall be a weekday (Monday through Friday), excluding legal holidays.
 5. **Immediate Supervisor:** The administrator/principal of the building or buildings in which the incident occurs, or the administrator responsible for the action from which a grievance is anticipated.
- B. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.
- D. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as maximum and every effort shall be made to expedite the process. The time limits may, however, be extended by mutual agreement. Failure at any step of the procedure to dispose of the grievance within the time limits or procedures provided shall grant the relief sought. Lack of adherence to the time limits or procedures by the grievant shall bar the grievance and act as a waiver of the grievant's right to proceed.
- E. If the grievance is not initiated at the informal level within twenty (20) working days after the grievant knew of the event or condition upon which the grievance is based, the grievance shall be considered waived and not subject to the grievance procedure. If the grievant chooses not to file at the informal level, the twenty (20) working days shall apply to the initial step of the formal (written) procedure (Step 2).
- F. All grievances must be completed and filed using the attached grievance form. Failure to use the grievance form shall act as a waiver of the grievant's right to proceed.
- G. **PROCEDURE**
1. **Step 1 (Informal Step):** The grievant may first meet informally with the immediate supervisor involved to try to resolve the grievance at the lowest possible level.
 2. **Step 2 (Formal - Initial Step):** The employee or the Association shall present the grievance in writing within five (5) working days of the informal conference (if the informal level is used) to the employee's supervisor who will arrange for a meeting

to take place within five (5) working days after receipt of the grievance on a mutually convenient date and time. A member of the RHEA, the aggrieved teacher, and his supervisor shall be present at the meeting. The supervisor must provide the aggrieved teacher and the Association with a written answer on the grievance within five (5) working days after the meeting.

3. Step 3: If the grievance is not resolved at Steps 1 or 2, then the Association shall refer the grievance to the Superintendent within five (5) working days after receipt of the answer from Step 2. The Superintendent shall arrange for a meeting with the aggrieved teacher and a member of the RHEA within five (5) working days of his receipt of the appeal on a mutually convenient date and time. Each party shall have the right to include in its representation not more than 5 witnesses and counselors to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) working days in which to provide his written decision to the Association.
4. Step 4: If the grievance is not resolved at Step 3, then the Board of Education shall set a hearing, in executive session between a majority of the Board, its representative, Superintendent and/or supervisor, the aggrieved teacher and an association representative at the next scheduled Board meeting, which shall be no earlier than ten (10) calendar nor more than forty (40) calendar days after receiving the request. Upon conclusion of the hearing, the Board shall have five (5) working days to provide its written decision to the Association.
5. Step 5: Arbitration
 - a. If the Association is not satisfied with the disposition of the grievance after all steps have been exhausted, the Association, unless contrary to law, may submit the grievance to final and binding arbitration under the Voluntary Rules of the American Arbitration Association which shall act as the administrator of the proceedings.
 - b. The demand for arbitration shall specify the act or condition, the names and addresses of the parties, the contractual clause(s) alleged to have been misinterpreted or misapplied, and the remedy sought. If a demand for arbitration is not filed within ten (10) working days of the date for the Board's Step 4 reply, then the grievance will be deemed withdrawn.
 - c. Copies of the demand form will be mailed to the Superintendent with return receipt requested or hand delivered with the date of receipt noted. The mailing or delivery shall be done so that date of receipt will comply with the ten (10) working day time limit for submission to arbitration.
 - d. The arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be consistent with the Master Agreement.
 - e. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA will be divided equally between the parties. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them.
 - f. Should either party request a transcript of the proceedings, then that party bears the full costs for that transcript. Should both parties order a transcript, then the cost of the two transcripts will be divided equally between the parties.

H. MISCELLANEOUS PROVISIONS

1. No teacher may be required to discuss any grievance if a RHEA representative and/or Labor Relations Consultant is not present.
2. If the grievance arises from the actions of an authority higher than the immediate supervisor, it may be initiated at Step Three described herein.
3. No reprisals of any kind will be taken by the Board of Education or the school administration against any teacher because of his participation in the grievance procedure.
4. The administration and the Association will mutually cooperate with the grievance investigation.
5. Should the processing of any grievance require that a teacher or an Association representative be released from his regular assignment, he/she shall be released without loss of pay or benefits.
6. No record, document, or communication arising from a grievance shall be placed in the personnel file of any participant involved in the procedure herein described, unless so ordered by an arbitrator or a court of competent jurisdiction or at the request of the member.
7. Any personnel file material used as part of a grievance shall be returned to the personnel file unless removed as a result of a grievance settlement.
8. No grievance may be submitted to arbitration without the consent of the Association.
9. Copies of the documents pertaining to a grievance which has been filed shall be placed only in the confidential files of the treasurer of the Board and the president of the Association. The treasurer shall make these available only to members of the Board, Superintendent, legal counsel and/or by court order.
10. The Association shall be notified by the administration of any grievance filed and have the right to be present at any level from Step 2 and forward.

ARTICLE 4

TEACHER, ASSOCIATION & BOARD RIGHTS

- A. 1. A personnel file shall be maintained for each employee in the Superintendent's office, and such file shall be the only official file for the employee. The file shall be kept as confidential as permitted by law.
2. The Board agrees that any member will have full and complete access to any file being maintained on said member within two (2) working days of a written request to the Superintendent.

3. Any material to be placed in the employee's personnel file shall be shown to the employee and a copy shall be provided. The employee shall sign such material to indicate that he/she has seen the material but such signature shall not be construed to indicate agreement with the contents of the material. The employee may write a rebuttal to any material which is to be placed in his/her file and such rebuttal shall be permanently attached to the material in question. The employee may file a grievance on any material in his/her file.
4. Anonymous letters or information shall not be placed in an employee's file nor shall any record be made of same. An anonymous complaint regarding child abuse or sexual harassment shall not be, in and of itself, the basis for actions against an employee. However, the administration shall have the authority to investigate any such complaint and, if corroborated, may become the complainant in accordance with the provisions in Section B. below and pursue discipline under the terms of this agreement.
5. An employee shall be notified immediately of any request(s) to view the contents of the employee's personnel file. The employee shall be given the name, address, and phone number of any individual requesting access to the employee's file if made available to the Board by the individual requesting. An individual requesting to see an employee's file shall not be granted access to the file for a period of at least three (3) work days, which shall be construed as reasonable, from the time the request is made. During this period of time the employee may review his/her file upon prior notice to the administration. The employee shall be notified of the review of his/her file at least twenty-four (24) hours in advance and shall have the right to be present at such review. This procedure does not apply to review of personnel files by the Board or administration. The employee shall have the opportunity to view the file before it is reviewed by anyone from the public. All personally identifying information shall be redacted prior to release to the public.
6. Any disciplinary material, reprimand, or complaint (under Section C.) shall be removed from all files on the second anniversary of the date the material was placed in the file upon written request of the teacher provided no additional discipline, reprimand, or complaint has been filed. Any disciplinary documents which remain in a personnel file after the second anniversary of its placement, due to the failure of the teacher to request removal, shall not be used in any disciplinary action by the Board or Administration, provided there has been no re-occurrence of the same or similar matter during that three-year period.
7. The procedures herein shall take precedence over and supersede the provisions of O.R.C. Chapter 1347.

B. COMPLAINT AGAINST AN INSTRUCTIONAL STAFF MEMBER

The administration may commence an investigation as to the authenticity of any information related to a complaint regarding the bargaining unit member from any parent, student, or other member of the public. The administration shall notify the complainant of said procedure. No complaint will be placed in the main personnel file of a bargaining unit member unless:

1. A conference was held including the complainant, the bargaining unit member, Association representative, and the principal or immediate supervisor of the

bargaining unit member. Said meeting will be scheduled based on time availability of the parent and affected teacher.

2. The findings and resolution, if any, of the aforementioned conference have been reduced to writing by the principal or the immediate supervisor and initialed by the bargaining unit member. Such initialing shall not be construed as agreeing with the document, but only that the bargaining unit member received a copy of the document.
 3. In the event a record of the conference held between the complainant, bargaining unit member and immediate supervisor is filed in the bargaining unit member's personnel file, the member shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file. Such rebuttal must be filed within ten (10) working days from the date notice is given to the bargaining unit member.
 4. In cases where the Board is considering termination of the employee's contract, the rights and procedures under Ohio Revised Code §3319.16 shall be applied and shall supersede the procedures identified above.
 5. Nothing herein shall be interpreted to preclude the Board and employee from entering into a written settlement agreement with regard to the complaint. A copy of said settlement shall be placed in the employee's personnel file.
- C. Complaints will be filtered through the administration with attempts of resolution at the lowest possible level. No complaint regarding a teacher will be considered by the Board unless the procedure outlined above has been followed and the Superintendent approves said appeal to the Board.
1. Notice of the Board consideration of the complaint will be given to the teacher involved by means of certified mailing or personal service at least five (5) working days prior to the Board meeting. Notice will be mailed to the last registered address of the teacher filed with the Board.
 2. The complaint shall be heard by the Board in executive session and the Board shall establish procedures for said hearing. The Association and the teacher shall receive advance notification of the procedures. The teacher shall be entitled to be in attendance when the complaint is heard by the Board and the teacher shall be entitled to Association representation at the hearing.
 3. Resolution by Board action will become a part of the teacher's file, and the teacher shall receive a copy of the action. The teacher may attach an opinion or statement to the filed complaint within ten (10) working days of Board action.
- D. 1. Teachers shall have the right to have dues deducted for the Rolling Hills Education Association, Ohio Education Association and affiliated organizations and/or departments whose names appear on the membership enrollment forms, and the National Education Association, as they choose. Annual dues shall be deducted in 24 equal installments (small variance on first check acceptable) beginning with the 2nd paycheck of the school year. Direct deposit into the Rolling Hills Education Association account on the 30th/31st of each month beginning at the end of

October. Teachers shall annually indicate to the treasurer of the Board by written assignment on standardized forms, the organizations and amounts for which they wish deductions assigned. Membership shall continue from year to year unless a member notifies the Association treasurer of his/her intent to not be a member by September 5 of any year.

2. Payroll deductions, other than dues and fair share fees, shall be made for the following purposes:
 - a. Credit Union
 - b. United Way Fund
 - c. OEA FCPE Contributions
 - d. Savings Bonds
 - e. Annuities - with minimum of ten (10) people requesting for new annuities. Such deductions shall be made each pay period and may be changed, added, or dropped no more than 4 times a year (September, December, March, June). These deductions for current annuities shall be made with no administrative cost to the employee if none is charged to the district. If the total number of people requesting a deduction under this provision goes below five (5) during the year, said deduction shall continue until August 31. For new annuities the requirement is ten (10).
 - f. STRS Purchased Service
- E. The Board will provide one copy of the tentative minutes of the immediate past Board meeting to an Association representative in each building and an agenda of the upcoming meeting one day prior to said meeting. If the Association requests, the Board shall provide the Association with summarization of meeting activities and any financial reports on the day following the Board of Education meeting.
- F. The Association president shall receive three (3) copies of the Board of Education Policy Manual by September 1 of each school year. Three copies of any Policy revisions will be sent to the Association president within five (5) work days of when the printed policies are returned to the Board by its policy consultant.
- G. Whenever members of the Rolling Hills Education Association negotiating team are mutually scheduled by the parties to participate in conferences, meetings, or in negotiations during working hours, they shall suffer no loss in pay.
- H. The Association shall be given a place on the agenda of building teachers' meetings for brief reports and announcements.
- I. An Orientation Program for all teachers as planned jointly by the Board, administration, and the Association shall be held on the normal school workday prior to the beginning of school.
- J. Each teacher shall be issued a teacher identification badge which permits the teacher and one guest to attend, free of charge, all student activities, including athletic events. Such admission would not include the cost of meals.
- K. The Rolling Hills Local Board of Education, through its agent the local Superintendent, will advise the Rolling Hills Education Association, through its agent the president, on

policy matters which directly affect its members so that said group can consider, study and make recommendations to the Board Policy Committee through the Superintendent. The Board of Education shall not take final action on proposed policies until after thirty (30) calendar days from the date the Association was given such policies for purposes of comment.

- L. Teachers' committees or councils may be developed cooperatively by the Board and the Association.
- M. All existing Board policies, or handbooks, shall in no way limit the rights granted teachers in this negotiated agreement. Any portion of the existing Board policies which is found to be inconsistent with this agreement shall be modified to correct the inconsistency.
- N. The Rolling Hills Education Association recognizes the prerogative of the Board of Education to operate and manage its affairs in all respects in accordance with its responsibilities, powers, and authority.
- O. The Association shall be granted the use of school facilities for meetings. Meetings shall be arranged to not interrupt normal instructional programs and in keeping with Board policy governing use of buildings. The Association president or building representative shall get prior permission from the building principal or Superintendent.
- P. The Association shall be granted the use of school equipment such as duplicating machines, typewriters, calculators, computers, fax machines, and audio-visual machines. Board-purchased consumable materials used by the Association, i.e., paper, shall be paid for by the Association at Board cost. Such use for Association purposes will be done on other than school time.
- Q. The Association shall be granted use of faculty bulletin boards.
- R. The Association shall be granted access to employee mailboxes and the district mailing system at each school.
- S. The Association president or the building representative shall be entitled to use planning time during the student day to conduct Association business. The Association president or building representative must notify the building principal if he/she leaves the building to conduct Association business during said planning period.
- T. The Association shall, with notification to the Superintendent, schedule one (1) "dress down" day per nine weeks. Dress down shall be defined as permission to wear jeans or other casual clothing combined with clothing bearing the school colors, logo, or mascot. A fee shall be assessed to each staff member choosing to dress down and shall benefit the Association Scholarship Fund.
- U. PAYROLL DEDUCTION OF FAIR SHARE FEE
 - 1. a. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Rolling Hills Education Association, a fair share fee for the Association's representation of such non-

8. Indemnification of Employer

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

- a. The Board shall give a ten (10) working day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the employer;
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE 5
CURRICULUM STUDIES

- A. Organization, structure, and function of a curriculum study committee shall be at the prerogative of the administration. Membership of such committee shall include primary, intermediate, middle school and high school representatives as deemed appropriate by the nature of the study and subject to the approval of the Superintendent. The Department Head will chair the committee in conjunction with support from the Administration and representatives from Ohio Valley ESC. The Department Head position is a K-12 position so as to encompass curriculum studies, text and material examination, and mapping revisions for all grade levels. Others to serve on the committees where the Department Heads are the chairs will be selected on an as needed basis and will be compensated at the negotiated rate of pay. All grade levels will be represented on the committees.
- B. If necessary and where there has been approval by the Superintendent, personnel may be granted release time for the purpose of working on curriculum projects.
- C. All appropriate certified staff in the Rolling Hills Local School District shall be given the opportunity to volunteer to serve on curriculum study committees.
- D. For participation in curriculum study work-sessions conducted beyond the regular teachers' work day, certificated staff shall be paid at the rate of \$15.00 per hour. Work sessions will be approved by the administration.
- E. Meetings held for the purpose of eliciting staff input on curricular issues and/or curricular training sessions would be held in accordance with Article 6, Section U. Any time over the one (1) hour will be considered volunteered time.

- F. Department chairpersons and grade level coordinators shall be established for each of the major curriculum areas no later than September 30 of each school year. These chairpersons and/or coordinators shall head a department or grade level committee for the purpose of implementing, coordinating and evaluating programs and materials for Kindergarten through grade 12. Each staff member teaching in a given field or grade level will be eligible to be a member of the committee. Department chairpersons and grade level coordinators shall be named by the local Superintendent if the individuals have applied for the position. Compensation for these positions will be determined as per the Supplemental Salary Schedule in Article 13. The 7th-8th grade teachers shall have specific representatives to District Curriculum meetings, unless a department head is from the 7-8 grade level.
- G. 1. State and federally funded grant programs that involve planning or participation time beyond the work day, as approved by the grant coordinator named in the grant proposal, shall be paid in accordance with item D., above.
- 2. Should any bargaining unit member need to use planning time for participation in a grant as above and as approved by the grant coordinator, said member shall be reimbursed at the rate indicated in item D., for each planning period used if grant monies are available.

ARTICLE 6
TEACHING CONDITIONS

- A. The Board shall continue to maintain those faculty rooms in the buildings where they now exist. Should there be any renovation of buildings or new buildings built, a faculty room shall be included in the plans. Each building shall have a faculty room. If one does not exist in a current building, it shall be provided no later than January 1, 1995.
- B. The Board shall provide separate rest room facilities in each building for the exclusive use of the faculty.
- C. The teachers will be permitted to maintain vending machines in all faculty lounges and the profits from these machines will be placed in a separate activity fund. A committee of building teachers and the principal shall decide expenditures of these funds.
- D. The Board will provide adequate supplies, materials, and textbooks and coordinate the ordering of supplies and materials with curriculum. Teachers shall identify in writing to the building principal, the inadequacies of supplies, textbooks, and materials needed for their classrooms for the next school year prior to May 15 in order to allow the administration and Board time to budget for these items. Such request should include prioritization of and reasons for the request. The requisition shall be based on the administration's latest enrollment projections. If a teacher does not provide a written request by May 15, the administration and Board cannot guarantee that a teacher's request will be granted. Additional requisitions due to changes in enrollment may be made by the teacher throughout the year as necessary. A written response will be given for each and every written requisition concerning its final status. The response is to include items approved, items rejected and statement of justification for rejection as shown on the requisition form. For requests made prior to May 15, a written response

will be made to the teacher no later than June 20. Other requests will receive a written response within ten (10) working days.

- E. The Rolling Hills Board of Education will provide adequate parking and lighting facilities for all teachers at their assigned buildings.
- F. Classroom interruptions are to be kept to a minimum. Specific announcement periods over public address systems shall be assigned and adhered to except in case of emergency. The administration shall arrange the work schedules of custodians and matrons to limit the conflict with the regular school day activities.
- G. Teachers shall have safe and healthful conditions under which to carry out their professional duties.
- H. Clerical assistance may be provided to make routine entries and transfers on pupil records, attendance, parent notification and to help with the issuance of inventories of textbooks and supplies. School-wide testing programs shall utilize machine graded tests, if such tests are available in that form, unless otherwise requested by the teachers administering the tests. Every effort will be made by principals and supervisors to reduce the amount of paperwork required of teachers, so that the largest possible percentage of their time will be spent in actual planning and teaching.
- I. Teachers may not be required to supervise pupils outside of the regular instructional classroom within the work day except as follows:
 - 1. Teachers may supervise hallways, in the immediate vicinity of their classroom. Only in those situations which cannot be rectified by room assignment shall a teacher be assigned duty in another section of the building.
 - 2. Teachers shall work cooperatively with administration in rest room supervision.
 - 3. The principal shall discuss with the teacher an assignment to supervise a study hall.
 - 4. Teachers shall not be required to supervise children who are detained and assigned detention by other teachers after school, except in case of emergency. Any school that has after-school detention shall be required to have a written plan, mutually developed and on file by October 15 of each year.
 - 5. Teachers may be used to supervise playground activities and the loading and/or unloading of bus pupils. Only in emergency situations may a teacher be required to supervise the loading and/or unloading of bus pupils beyond the regular teacher work day.
- J. The Board, through the administration, will provide special attention, assistance and guidance to all new teachers.
- K. A joint committee of Board and Association representatives shall be formed for the purpose of developing the duties, responsibilities, and procedures for a district-wide mentor program. The committee shall also set the compensation for mentor teachers.

The committee will meet on a regular basis to develop a recommendation by January 1, 2002. Such recommendation shall be presented to the Board and the Association for approval. The make-up of the committee shall be three (3) teachers appointed by the Association president and two (2) administrators appointed by the Superintendent.

- L. Any major changes in a building affecting teachers (minimum of 25%) shall occur only after the matter has been discussed with the RHEA Building Representative(s) in that building. Changes in teaching conditions for the ensuing school year that occur during the summer shall be discussed with the staff through communiques and/or meetings before the normal school year begins.
- M. Teachers will be permitted to leave the school building during their lunch period upon notifying their principal or designee.
- N. Teachers shall be permitted to transport a pupil in his/her automobile within the scope of his/her employment upon completion of a parent consent form and Superintendent approval, or in an emergency as identified by the bargaining unit member. The Board shall assume liability in the aforementioned situations only. All other transportation of students shall be subject to the individual teacher's liability.
- O.
 1. The Board of Education shall work towards scheduling which will provide school time for the purpose of Association and/or administration sponsored in-service faculty meetings. Such meetings shall address the improvement of county and/or district education.
 2. Inservice and professional development programs in the Rolling Hills Local School District will be developed by an Inservice Committee composed of three (3) bargaining unit members selected by the Association, and three (3) administrators selected by the Superintendent. The committee shall be selected by September 30 of each year and shall select a chairperson at the first meeting.

The chairperson shall be selected annually by the committee members. The committee will seek to establish the district as a CEU provider. The committee shall meet on a monthly basis from August through May.

P. PROFESSIONAL DEVELOPMENT COMMITTEE

1. Purpose
A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.
2. Term of Office
The term of office for members serving on the committee shall be three (3) years. Initially, the appointments shall be staggered as one teacher member shall be appointed for a one (1) year term, another for a two (2) year term, and the third for a three (3) year term. Each appointment, if renewed, shall be for three (3) years. The same applies to administrative members.

3. Committee Composition and Selection
 - a. The committee shall be comprised of five (5) members as follows:
 - 1) one (1) elementary teacher (K-5), one middle school teacher (6-8), and one (1) high school teacher (9-12).
 - 2) two (2) representatives of the administration.
 - b. The three (3) teachers shall be appointed by the Association executive committee. The two (2) representatives of the administration shall be appointed by the Superintendent with approval of the Board.
 4. Chairperson

The committee chairperson shall be determined by a majority vote of the committee members.
 5. Decision-Making

Decisions shall be made by majority vote of the committee members present. A quorum shall consist of three (3) people.
 6. Training

Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's. Such training will be on release time, if possible, and shall be subject to professional leave.
 7. Meetings and Compensation
 - a. The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 30 each year, the committee shall post their meeting schedule in each building. Additional meetings may be scheduled as necessary.
 - b. Committee members shall be paid at the rate listed in the Extra Duty Pay Schedule – Supplemental Contracts, and committee members shall have the same pay options as all other supplemental contracts.
 - c. The committee members shall present a comprehensive report and vouchers to the Board and Association at their respective meetings in June.
 - d. The committee meetings shall be conducted under Robert's Rules of Order.
 8. Committee Responsibility

The committee's responsibilities shall include, but not be limited to, approval of individual professional development plans for all certificated employees, development and approval of all district or building professional development activities including in-service days, approval of all C.E.U.'s, course work, workshops, etc. that could be used for professional growth.
 9. Appeals Process

Within thirty (30) days of publication of the Ohio State Department of Education regulations/guidelines on LPDC appeals, the RHEA and the Board shall meet to bargain the appeals procedure.
- Q. The Board and the administration, after consultation with the teachers' calendar committee, will schedule parent-teacher conference days. The days may start at a

time different from the regular starting time for teachers; however, such scheduled time shall not exceed the teachers' normal working day of 7 hours. Days of parent-teacher conference will be days of instruction and classes will be in session for schools not conducting conferences. If conferences are scheduled after the normal school day, compensatory time shall be given the next working day.

- R. Academic freedom shall be guaranteed to teachers subject to accepted standards of professional, ethical and statutory educational responsibility.
- S. A school calendar shall be adopted by the Board of Education after a committee of teachers has had an opportunity to work cooperatively with the administration in its makeup.
 - 1. The teacher contractual year will be based on the adopted school calendar and will not exceed 182 days.
- T. The following are days when teachers are on duty and students are not in attendance:
 - 1. One (1) orientation and/or in-service day will be required for all teachers in the district. It will be held immediately prior to the opening of school.
 - 2. Two (2) days for parent-teacher conferences.
 - 3. One (1) day as a teacher records day at the closing of the school year.
- U. Teachers may leave the building in accordance with the minimum Board of Education work hour assignment. The Board policy of specific hour assignments for each building shall be posted in each building and a copy of these assignments shall be presented to all teachers at the beginning of the school year. The normal teacher's work day shall be no more than seven (7) hours beginning the second semester of the 2006-2007 school year. The regular work day shall start no earlier than 7:00 a.m., and end no later than 5:00 p.m. No split shifts will be implemented.
- V. All teachers shall have a minimum of thirty (30) consecutive minutes duty free for lunch each school day, during which time they shall not be required to perform any school activities.
- W. Any Rolling Hills teacher who wishes may enroll his/her dependent child in the Rolling Hills School District tuition free at the beginning of the school year, in accordance with the following procedures:
 - 1. The teacher must notify the Superintendent at least ten (10) working days prior to the opening of school.
 - 2. If the child is an elementary student, a teacher may enroll the child in the elementary school which is nearest to the teacher's work site, if space is available and subject to the approval of the Superintendent.
 - 3. Once enrolled, the child shall be granted all rights and benefits of resident children.
 - 4. The parent shall be responsible for the child's transportation to and from school.

Pupil enrollment shall be made in accordance with the district's open enrollment policy, if applicable, for the purposes of state reporting requirements. This is for reporting purposes only and will not preclude a teacher from enrolling his/her child in the district.

X. CALAMITY DAYS

If any school building is closed for calamity such as illness, disease epidemic, hazardous weather conditions, damage to a school building, other temporary circumstances due to utility failure rendering the school building unfit for student use, teachers shall not be required to report for work on that day but shall receive their regular salary and fringe benefits. Should the total number of days the school was actually open for instruction with pupils in attendance and for individualized parent-teacher conferences and reporting periods be less than 175 days, these days under 175 shall be rescheduled prior to June 30.

Y. MENTOR PROGRAM

A Mentor Program shall be established. The Mentor Program shall consist of lead mentors, mentors, and coaches.

The following provisions shall apply to the Mentor Program:

1. A lead mentor shall be responsible for assignment of mentors, in conjunction with building administrators, and coordinating observations and mentor meetings.
2. Mentors will be responsible to observe, critique, advise, assist, counsel, and make suggestions to the new employees, who are first year teachers, during their first year of employment.
3. Coaches will be responsible to advise, assist, counsel, and make suggestions to any new employee to the district who is not a first year teacher, or any teacher changing grade levels, buildings, or subject areas.
4. It may be necessary to assign a mentor from another building. Should this occur, the principals involved will provide release time for weekly conferencing, and electronic networking can replace the daily face-to-face communication.
5. Should a mentor/entry year teacher pair prove to be incompatible, the lead mentor(s) and the building principal will review the applications on file and select another mentor for the entry-year teacher. Both new and old mentors will be compensated on a pro-rated basis.
6. The mentor coordinator and all individual mentors and coaches will not be responsible for the success or failure of any new employee. The Board assumes any liability as a result of any legal action by an unsuccessful new employee who is terminated or non-renewed.
7. Compensation will be based on the supplemental salary schedule in Article 13.

- Z. Beginning with the effective date of this Master Agreement, the Board of Education shall reimburse bargaining unit members for 50% of the fees for license/certificate renewal or upgrade, within 30 calendar days of the Board of Education's receipt of a copy of the renewed or upgraded license/certificate. Additionally, beginning with the effective date of this Master Agreement, the Board of Education will reimburse bargaining unit members for 100% of any costs incurred related to state and federal background checks required by the Ohio Revised Code. Such reimbursement shall be

made within 30 calendar days of the Board's receipt of evidence that the employee has paid for the background checks. Total reimbursement shall not exceed \$160.00.

ARTICLE 7
TEACHING LOADS & ASSIGNMENTS

- A. Every effort will be made for class size to follow the grade level district average except for special classes such as music and physical education. Whenever a class exceeds the below standards, the Board and the Association shall be required to meet and discuss possible options and solutions to concerns regarding student-teacher ratios.
1. Kindergarten: 22 students
 2. Elementary: 25 students
 3. Middle and High School: 25 students
- B. PREPARATION PERIODS
1. It shall be the obligation of the Board to give a daily unassigned preparation period (one period) to all teachers at the high school and middle school level during the student school day.
 2. Elementary teachers will be provided with a daily planning period of at least forty (40) consecutive minutes during the regular student school day.
 3. Elementary teachers shall be guaranteed their preparation period during the time that teachers of special subjects are assigned to instruct their classroom.
 4. Any teacher who voluntarily gives up their planning time to cover a class shall be compensated at \$15.00 per period.
- C. Teacher participation in any activities after the regular school day shall be voluntary unless covered by the Supplemental Salary Schedule. Non-participation in such activities shall not be valid items for teacher evaluation purposes. The RHEA and the Board of Education encourage all staff members to support and assist with after-school activities.
- D. FACULTY MEETINGS
1. Faculty meetings shall be subject to call by the principal or Superintendent. Faculty meetings shall be as meaningful and brief as possible. Routine administrative and association announcements shall be reduced to writing and distributed to all teachers instead of being part of the meeting agenda.
 2. Building faculty meetings shall not exceed ten (10) per year unless mutually agreed, extenuating or emergency circumstances arise. Building faculty meetings shall not exceed one (1) hour in length.
 3. Teachers are required to attend all faculty meetings unless excused by the administrator.

- E. The Board of Education shall maintain counselors in accordance with current state mandates.
- F. Every teacher will be assigned to his/her certified teaching field(s). Efforts will be made to assign substitutes to their certified teaching fields.
- G. Teachers who will be affected by a change in grade assignment in the elementary grades or by changes in subject assignment in the secondary grades shall be consulted by the principal or local Superintendent prior to December 1 for the second semester and prior to August 1 for the following year. Any further changes will be made only after discussion and consent of the teacher or teachers concerned.
- H. Teachers specifically certificated in these areas will be provided for art, music, and physical education, 1 - 12, for a minimum of 200 minutes per week. If a vacancy exists in one of the above areas and no current bargaining unit member specifically certificated in the above areas applies for the vacancy, the administration shall be entitled to fill said vacancy with an applicant from outside the district who is specifically certificated in the appropriate area. Kindergarten teachers shall receive the services of art, music, and physical education teachers as in practice as of September 12, 1994.
- I. Psychologists, as provided by the Rolling Hills Local School District Board of Education, shall be available to all schools in the Rolling Hills Local School District.
- J. Split grades will be eliminated.

ARTICLE 8
JOB SECURITY

- A. FAIR DISMISSAL
 - 1. Dismissal as used in this policy means the nonrenewal of a teacher's regular limited contract.
 - 2. Nonrenewal of a teacher's regular limited contract shall be due to a teacher's lack of ability or degree of professional competency as determined from formal evaluation by the school administration.
 - 3. Procedure
 - a. A full written record of evaluation of a teacher's professional service shall be maintained (prior to any action of dismissal or reprimand or discipline). Copies of such information shall be made available by the administration to said teacher upon written request.
 - b. Formal reprimand or discipline of a teacher by an administrator for alleged violation of Board policies or regulations, or regarding the professional performance or conduct of said teacher shall, upon request of the teacher, be in the presence of an RHEA representative and/or Labor Relations Consultant. The administrator making the charge or imposing the disciplinary action may also have a representative present. With the exception of the Labor Relations Consultant, all personnel involved shall be district employees. No teacher shall be reprimanded in any manner except for just cause.

- c. Teachers shall be notified in writing by March 31 of the administrator's intent to recommend non-renewal and the reasons for such recommendation.
 - d. A teacher so notified shall have the right to request, through the Superintendent, a meeting before the Board to discuss the issue of non-renewal of the teacher's contract. The request for a meeting shall be made to the Superintendent at least two (2) work days prior to the next scheduled April Board meeting. The Association shall be notified of the meeting and shall have the right to have an Association representative at said meeting. The Board shall also have the right to have a Board representative present. This hearing shall be in executive session and said meeting shall not be a formal evidentiary hearing. The Association, at its expense, may provide for a court reporter or other mechanical means of recording the meeting. The teacher and/or representative shall be entitled to present reasons why his/her contract should not be non-renewed. The Board may permit witnesses other than the teacher to address the Board concerning the issue of the teacher's non-renewal. The Board's decision regarding this issue shall be submitted to the teacher in writing by April 30th.
4. The procedures listed herein shall supersede and take precedence over the requirements of ORC 3319.11 specifically as they relate to the non-renewal of a limited contract.
 5. ORC 3319.11 and Article 8, Section A, 3.d. of this contract will not apply to a teacher during his/her first year in the district. All decisions regarding the non-renewal of a teacher during his/her first year in the district shall be based on his/her job performance as reflected through the evaluation process.

If a first-year employee's initial evaluation is unsatisfactory, it is not subject to the grievance procedure, but the employee may request different evaluators for all subsequent evaluations. Such evaluators shall be mutually agreed upon and must have supervisory training for evaluations, hold a valid administrative certificate, and be employed as an administrator in the district.

All evaluations following an employee's initial evaluation shall be subject to the grievance procedure.

The Board's decision as to the non-renewal of an employee in his/her first year with the district shall be final when based on unsatisfactory evaluations.

B. SEQUENCE OF LIMITED CONTRACT ISSUANCE

1. This statement on sequence of limited contracts is made to inform the teaching staff of the normal limited contract progression expectancy in this district. The normal sequence of limited contracts (non-supplemental) is expected to be one (1) year, one (1) year, two (2) years, three (3) years, five (5) years. The Board reserves its right and responsibility to award a one (1) year contract with written reasons directed towards improvement at any stage of the sequence prior to the award of a five (5) year contract, if the teacher's evaluations indicate that a multi-year contract is not merited. If the teacher is subsequently awarded another contract, said contract shall be in proper sequence. After the first five (5) year contract, subsequent contracts to be offered will be five (5) year contracts.

2. Continuing contracts will be issued in accordance with O.R.C. 3319.11. However, upon submission of a written request prior to November 15 to the treasurer, a bargaining unit member may request that the Board consider interrupting the teacher's limited contract, if eligible for continuing status. The Board's decision to deny the request shall not be subject to the grievance procedure and shall not be made in an open and public meeting. Notification of the Board's decision shall be by written letter from the Superintendent. If the Board accepts the request, the teacher's limited contract shall be considered as having an expiration date at the end of that school year. Such teacher shall be treated as having the same status as any other teacher eligible under 3319.11 and this Master Agreement.

C. EVALUATION

1. The purpose of the evaluation process shall be as follows:
 - a. To maintain and improve classroom instruction.
 - b. Clarify the performance expectations of the individual as determined by the administration.
 - c. Establish work goals.
 - d. Make evaluations adhere to job performance as outlined in the job description.
 - e. Provide a means for the administration to direct improvement of the teacher.
 - f. To enable the Board to make proper personnel decisions.

It is the responsibility of the teacher to make efforts to improve. It is the responsibility of the evaluator to provide recommendations for improvement, suggestions regarding how to make those improvements, and adequate time to make such improvements. It is the responsibility of the evaluator and teacher to cooperatively develop a written plan for improvement, where necessary, detailing the goals to be achieved and the criteria for meeting these goals. First-year teachers will have a pre-evaluation conference with the building administrator before September 30. No teacher shall be evaluated after May 5 of each school year.

2. All new teachers will be evaluated at least three (3) times during the year. Teachers up for contract renewal will be evaluated at least twice during the year. All other non-tenured teachers will be evaluated at least once per year. Tenured teachers will be evaluated at least one time every other year.
3. Teachers may within ten (10) working days after the evaluation conference attach an addendum to the evaluation form pertaining to any extenuating circumstances relating to the evaluation. This addendum will be attached to the evaluation form in the presence of the evaluator, the evaluatee and the RHEA representative, if requested. In cases of non-renewal, the content of the evaluation and judgment of the evaluator is grievable. At other times, the employee has the right to rebut evaluations as provided above.
4. The process will follow all guidelines set forth by the Ohio Department of Education and ORC.
5. The process will follow teacher evaluation requirements as outlined in Race to the Top and Teacher Incentive Fund language.

6. The Evaluator

- a. The role of the evaluator is similar to that of the critic teacher during student teaching. He/she makes written recommendations and suggestions. He/she is there to help as well as to evaluate the teacher. He/she is expected to be experienced and flexible in his approach.
- b. The responsibility of teacher evaluation rests with principals, assistant principals, Superintendent, and assistant Superintendent and/or administrative assistant. The Chapter I Coordinator can aid in the evaluation of Chapter I personnel.

7. Area of Conflict

- a. If a personality clash or problems of communication exists between the evaluator and a teacher, either one or both of them may appeal directly to the Superintendent for a solution. This appeal may be in written or oral form. The person requesting an appeal must schedule an appointment with the Superintendent within five (5) working days of the initial conference.
- b. Within ten (10) working days after receiving the initial request, the Superintendent will meet with the person, and if the teacher requests, an RHEA representative and the other party either separately or together. After considering both sides, the Superintendent shall either help the two (2) parties resolve their problem or assign another evaluator.

8. Evaluation Information

- a. A class observation will take place unannounced and shall cover at least one whole class period. Evaluation will be based upon classroom observation as well as other work-related information. Evaluation of those teachers up for contract will occur at least once per semester, with a second semester evaluation occurring before March 31.
- b. If the evaluator arrives at a particularly difficult time for the teacher, the teacher will be extended the right to waive the observation at this time. It is understood that the teacher will be permitted to use this right only once during the school year.

Evaluation Form

- a. Within five (5) working days, the teacher shall receive a copy of the completed evaluation form. Within ten (10) working days after the observation, the teacher and evaluator shall meet to review the evaluation.
- b. In order to change or modify the evaluation form, the teachers association, through its representatives, will have input into the development of said new form that is to be used.
- c. A new evaluation tool to be adopted by the Rolling Hills Board of Education must first be recommended by the TIF/Teacher Evaluation Team.

D. LABOR/MANAGEMENT COMMITTEE

A committee composed of three (3) teachers appointed by the Association president, the Superintendent, a building administrator, and one (1) Board member shall meet at least once prior to the beginning of the school year, once near semester changes, and once near the end of the school year. Additional meetings shall be scheduled when the Superintendent and the Association president mutually agree that an additional

meeting is needed. Any meeting may be cancelled if the Superintendent and the Association president mutually agree.

- E. The above section on evaluation shall replace and supersede those provisions of Ohio Revised Code 3319.111.

ARTICLE 9
DRUG-FREE WORKPLACE

- A. The Board shall adopt a policy which is in compliance with the Drug Free Schools and Communities Act. All bargaining unit members shall receive a copy of the Board-adopted policy regarding a drug-free workplace.
- B. All bargaining unit members shall refrain from the unlawful use, manufacture, distribution, or possession of drugs or alcohol while on duty, on Board premises or at any workplace. The employer shall provide a one (1) hour drug-free awareness and education program for all bargaining unit members during the normal in-service day, once every two (2) years. The drug-free program can exceed one (1) hour by mutual agreement of the parties.
- C. For the purposes of these provisions, the following definitions shall apply:
 - 1. "Drug abuse offenses" shall be defined as the unlawful possession, use, or distribution of illicit drugs and alcohol.
 - 2. "Work Place" is defined as any area under the control of the Board or at any Board-sponsored activity regardless of location.
 - 3. "On duty" is defined as required attendance at the work place in accordance with the provisions of the master agreement regarding hours of work and the workday.
- D. Any bargaining unit member accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause, in accordance with the provisions of this contract and applicable state law.
- E. Any bargaining unit member convicted of an offense occurring in the workplace under a criminal drug statute must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so may result in discipline for just cause.

ARTICLE 10
LEAVES OF ABSENCE

- A. PERSONAL LEAVE
 - 1. Any full-time teacher, upon request, shall have three (3) unrestricted days of paid personal leave per school year. Half-time teachers shall be granted one and one-half (1 1/2) days of paid personal leave. Unused personal leave days may be accumulated from year to year with twelve (12) days' limit. For personal leave requested either the work day immediately before or the work day after holidays,

permission must be granted by the principal. The accumulated personal leave time may not be used for more than three (3) consecutive days at one time without special permission from the Superintendent.

2. Notification for personal leave shall, except in cases of emergencies, be made to the principal at least three (3) school days (72 hours) in advance of the requested leave.
 - a. When the administration receives a request for personal leave on a day when many bargaining unit members are out on leave, the building principal may dialogue with the employee(s) in order to determine if the employee(s) could take the requested leave on a different day.
3. Application for personal leave shall be made on the following form: (Form attached)

B. JURY DUTY AND COURT SERVICE

When a teacher is called for jury service or subpoenaed to serve as a witness, he shall give his immediate supervisor proper notice. The teacher shall keep the check from the court and take a copy of the payment to the school district treasurer who will deduct said jury or witness payment from the employee's next paycheck.

C. PARENTAL LEAVE

1. When a teacher becomes pregnant, if leave is to be granted, she shall notify the principal and Superintendent sixty (60) calendar days prior to her expected date of delivery, if possible, or when possible thirty (30) calendar days prior to the expected date of commencement of her disability absence leave, or resignation, whichever date shall come first. Such notification shall be on a form furnished by the Board. The teacher shall have her doctor complete the appropriate section which will indicate the expected beginning date of disability and the approximate date of delivery. The expected beginning date of disability may be subsequently revised by submitting a written statement from her doctor to the Superintendent.
2. For the purpose of this provision, disability shall be the period during which the teacher is not physically or emotionally capable of performing all the duties and functions of her position. The beginning date of disability and the termination of disability shall be established by written statement of the teacher's doctor.
3. All or any portion of a leave taken by a teacher because of her pregnancy or a medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave.
4. A teacher adopting an infant child one (1) year of age or less will be entitled upon request to a leave without pay to commence at any time during the first year after receiving de facto custody of said infant child.
5. A request by a teacher to resume her teaching duties shall be accompanied by a statement from her doctor certifying that she is both physically and emotionally ready to resume her duties. Verification of continuing disability after delivery may be required by the Superintendent, upon reasonable written notice to the teacher prior to Board action on the request for continuing disability. A form stating the

reason for the extension of the disability shall be completed by the teacher's primary physician and shall be given to the Superintendent prior to Board action.

6. Upon written request of a bargaining unit member, the Board shall grant an unpaid leave of absence for a period of not more than one school year for child care. A request for unpaid parental leave should be submitted to the Superintendent at least thirty (30) calendar days before the desired effective date, when possible. A bargaining unit member shall inform the Superintendent, in writing, of the member's intention to return to duty at least thirty (30) calendar days before the expiration of the leave. Repeated use of this leave by any one teacher must be approved by the Superintendent.
7. A teacher who is granted a parental leave of absence will be assigned to a position equivalent to the one which she/he held at the time the leave commenced.
 - a. When the original position becomes vacant, the teacher taking parental leave shall be given the opportunity to apply for that position.
8. An absence without pay shall commence the first day following the termination of disability or the first day following the exhaustion of accumulated sick leave prior to the termination of the disability, whichever day shall first occur. This leave of absence shall at the teacher's request be for the remainder of the school year in which the leave commences, and further, if requested by the teacher at the time of application, the following school year.
9. All leaves of absences in some way upset the education processes; therefore, barring unforeseen circumstances, a teacher requesting leave is required to adhere to the dates requested.

D. MILITARY LEAVE OF ABSENCE

Military leave of absence shall comply with Ohio Revised Code Section 5923.05.

E. PROFESSIONAL LEAVE

1. Each full time classroom teacher may have up to three (3) days professional leave at regular pay to attend professional meetings or visitations. Requests for leave must be submitted in writing, with approximate cost and agenda, at least seven (7) working days in advance directly to the Superintendent or his/her designee. The Superintendent shall provide the employee notice of approval/disapproval at least two (2) working days prior to the leave. If notice isn't timely, the teacher can assume the leave is approved. A report by the teacher of the conference or visitation and other useful materials received at such conference or visitations shall be available to other staff members. In special cases where teachers have not shown recent professional growth, the principal, in consultation with the Superintendent, may require a person to use professional leave for a specified professional conference. This will be in addition to the three (3) days referenced above.

2. Such leave shall be reimbursed in the following manner:
 - a. Necessary fees for registration and lodging if conference is more than one (1) day.
 - b. Mileage at the I.R.S. rate.
 - c. Meal reimbursement shall be for their actual cost not to exceed \$35.00 per day.

F. SABBATICAL LEAVE

Teachers who have been employed by the Board for at least five (5) consecutive years may be granted leave upon proper application, for not more than one (1) year for the purpose of professional improvement, in accordance with the Ohio Revised Code, Section 3319.131, subject to the following conditions and procedures:

1. Not more than three percent (3%) of the professional staff may be on leave at any one time. Applications shall be processed in chronological order of submission. Seniority shall prevail in the event of ties.
2. The program for leave must be filed with the Superintendent in advance. Application, including an outline of the program for professional improvement, must be submitted by May 1 for consideration of leave for the upcoming school year. If for some reason the initial proposed program is unacceptable, the teacher shall be provided with a written statement specifying the reasons why the proposed program is unacceptable. The teacher will be offered a grace period of two (2) weeks (ten [10] working days) to resubmit the program. A statement of achievement must be submitted at the conclusion of the leave.
3. A staff member, upon return from sabbatical leave, shall be assured employment by being given the opportunity to apply for his/her original position or granted a comparable one carrying like status and pay. All rights with respect to contract status and other benefits shall be granted to the staff member upon return to employment, except that sick leave shall not accrue during the time of the sabbatical leave nor shall the teacher receive a salary increment.
4. No teacher shall be granted leave more often than once every five (5) years for each five (5) years of service and leave will not be granted more than once to the same teacher unless no other qualifying teacher is awaiting a sabbatical.

G. TEMPORARY LEAVE OF ABSENCE

1. A leave of absence without pay for up to one (1) calendar year will be granted to a teacher for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
2. After three (3) years of continuous employment in the Rolling Hills School District, a teacher may be granted a leave of absence, without pay, for up to one (1) calendar year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

H. UNION LEAVE

The Board shall provide six (6) paid leave days per calendar year for attendance at conferences or conventions of the OEA/NEA, so long as the Association provides three (3) days advance written notice to the Superintendent. Additional days may be

granted for activities that support public education. Three (3) additional paid leave days will be approved by the Board contingent upon availability of substitute teachers.

I. MISCELLANEOUS LEAVE

1. Other leaves of absence without pay may be granted by the Board for good reason.
2. A teacher on unpaid leave of absence will not be denied the opportunity to substitute in the school system by reason of the fact that she/he is on such unpaid leave of absence.
3. Any teacher on approved leave of absence shall be permitted to maintain insurance by paying the full cost to the Board's treasurer once a month.

J. SICK LEAVE

1. Teachers will be granted sick leave according to Section 3319.141 of the Ohio Revised Code and the provisions of this article. Teachers shall earn sick leave credit at a rate of 1 1/4 days per month, and shall continue to accrue sick leave while under contract with the Board.
2. A teacher newly employed by the school district will be credited for unused sick leave accumulated in other public school employment. This shall be in keeping with the Ohio Revised Code Section 143.29 and necessary verification by the proper public agency. First year teachers shall be granted an advance of sick leave of five (5) days. The accumulation of unused sick leave for severance purposes shall be 265 days for the remainder of this contract.
3. For our purposes, for reasons of illness or death, immediate family shall include the following two columns:

COLUMN I

Husband
Wife
Child
Mother
Father
Step-Mother
Step-Father
Step-Child
Foster Mother
Foster Father
Foster Child
Brother
Sister
Son-in-Law
Daughter-in-Law
Members of the immediate Family
that reside in the employee's household
Domestic Partner

COLUMN II

Brother-in-Law
Sister-in-Law
Mother-in-Law
Father-in-Law
Grandfather
Grandmother
Grandchild
Niece
Nephew
Aunt
Uncle

- a. COLUMN I: For those members listed in Column I, the employee is entitled to use of accrued sick leave in its entirety.
 - b. COLUMN II: For those members in Column II, the employee is limited to the use of five (5) work days of sick leave without approval. If more than five (5) work days are needed, the employee shall make the circumstances known to the Superintendent who may approve additional use of sick leave days in five (5) work day increments.
4. In the event a teacher has exhausted all of his/her sick leave, additional days may be granted from that teacher's unused personal leave upon recommendation of the Superintendent and approval of the Board. A teacher returning from extended sick leave who has exhausted all such leave shall be granted an advance of sick leave of five (5) days, if necessary.
 5. In the event that a teacher must arrive late or leave the building early for a doctor or dental appointment or specialist, prior agreement must be made with the building principal.
 6. A doctor's excuse may be requested by the administration for any employee illness requiring 5 or more consecutive days absence.
 7. Sick Leave Bank
When in the judgment of a bargaining unit member's physician and a yearly committee made up of two (2) RHEA appointed members, two (2) Board appointed members, and a mutually agreed upon fifth member to chair, the employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury of the bargaining unit member, which does not include pregnancy or childbirth unless there are catastrophic consequences to the mother, and additional days are still needed, then he/she may request through the Superintendent that additional days be transferred from other bargaining unit members' accumulated sick leave. The Association shall establish an internal policy to administer such a transfer. The Association shall notify the treasurer of the Board, in writing, of the number of days to be deducted, from whom, and the person receiving the transferred days. Included in the notice shall be a signed statement by the bargaining unit member involved authorizing the Board treasurer to transfer the days. The appropriateness of an application for disability retirement will be discussed with the affected member. These additional limitations will apply to this paragraph:
 - a. No teacher who begins the school year with less than forty-five (45) days as of July 1 can donate sick leave days.
 - b. Donations from a bargaining unit member must be in units of one (1) day, but no more than five (5) days total per recipient, provided that the donor not go below forty-five (45) days of accumulated sick leave.
 - c. The bargaining unit member to whom the days are given must personally have the catastrophic illness or injury.
 - d. If the bargaining unit member has applied for disability retirement, then the member can use the donated leave days until the disability retirement takes effect.
 - e. No more days can be given than needed by the bargaining unit member to serve out the regular school year, and only that school year.

- f. The bargaining unit member must exhaust his/her own sick and personal leave first.
- g. The bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.
- h. A bargaining unit member's donation of sick leave to another bargaining unit member shall not count as use of sick leave for the purposes of calculating the non-use incentive payment.
- i. The Association will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the Association's administration of sick leave transfer days.
- j. A maximum of 120 (one-hundred twenty) days can be received by any employee. In extenuating circumstances, the committee may approve additional days up to a maximum of 180 (one-hundred eighty) days.

K. RELEASE TIME

Release time is to be used for jury duty, county office curriculum meetings, North Central evaluation participation, and required professional duties including supplemental contract events, activities adjunct to classroom responsibilities (FFA, FHA, etc.), or those events which require a teacher to be absent from his/her classroom to supervise a team or school-sponsored organization apart from regular professional leave.

Requests for release time shall, except in the case of time limitations, be made to the immediate supervisor or principal at least three (3) school days (72 hours) in advance of the requested leave with final approval coming from the local Superintendent.

L. INCENTIVE PAY

- 1. Bargaining unit members who are employed for an entire school year will be entitled to a payment of five hundred dollars (\$500.00) if the bargaining unit member uses no sick leave and no personal leave during the immediately preceding school year.
- 2. For every day of sick leave or personal leave used by a bargaining unit member during the school year, the payment described above shall be reduced as follows:
 - One (1) missed day member shall be entitled to \$400.00
 - Two (2) missed days member shall be entitled to \$300.00
 - Three (3) missed days member shall be entitled to \$200.00
- 3. Professional days are not to be included in incentive pay calculation.
- 4. Payment will be made with the second paycheck in June.
- 5. A bargaining unit member who is employed less than a full year and/or who is a less than full-time bargaining unit member shall receive this benefit on a pro-rata basis.

M. PERSONAL INJURY LEAVE

- 1. Teachers shall report immediately to their principal or acting principal in all cases of personal injury suffered by them in connection with their employment.

2. Whenever a teacher is absent from school as a result of physical injury arising out of and/or in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence for up to six (6) months after such injury without having such absence charged to the annual sick leave or accumulated sick leave.
3. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Worker's Compensation awarded for temporary disability due to the said injury for the period for which such salary is paid.
4. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties; and in the event that there is no adjudication in the appropriate Worker's Compensation proceedings for the period of temporary disability, the opinion of the said physician as to the said period shall control.
5. If a teacher is injured in the course of his/her obligated duties, whether written or unwritten, the administrator and Board of Education will do all that is legally possible to see that the perpetrator of the injury is punished in accordance with Rolling Hills Local School Board of Education policy and state or federal laws and statutes.

N. DEDUCTIONS FOR ABSENCE NOT COVERED BY PAID LEAVE

1. In cases when a teacher is absent from duty and there is no sick leave applicable, or when the absence is unauthorized, the salary deduction for each day of unauthorized absence will be based on the current salary divided by the number of teacher work days in the official school calendar as adopted by the Board of Education. In no case will the salary of the substitute be deducted or a teacher allowed to employ and pay for the substitute.
2. When a specialized employee is absent from duty and there is no sick leave applicable, or the leave is unauthorized, salary deduction for absence will be made on a per diem basis in accordance with the required work year for that particular job classification.

O. SUBSTITUTES FOR APPROVED LEAVE

Once leave is approved that requires a substitute, the administration shall be responsible for contacting substitutes for those bargaining unit members who will be on approved leave.

P. FAMILY AND MEDICAL LEAVE

1. In accordance with the Family and Medical Leave Act of 1993 (FMLA), bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be entitled to a maximum of twelve (12) work weeks of unpaid leave during any twelve (12) month period for the following reasons: (This does not adversely affect the use of sick leave in Section J).
 - a. because of the birth of a son or daughter of the employee and in order to care for such son or daughter;

- b. because of the placement of a son or daughter with the employee for adoption or foster care;
- c. in order to care for the spouse, or a son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition;
- d. because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Entitlement to child care shall end upon the child reaching age one (1) or twelve (12) months after the date of adoption or foster placement.

- 2. There shall be no "stacking" of twelve (12) week leave periods under FMLA within a twelve (12) month period.
- 3. If an employee is granted an unpaid leave under the terms of this agreement for any of the purposes contained in Section A. 1-4 herein, such leave time shall be counted against the employee's FMLA entitlement.
- 4. Bargaining unit members must give the Board at least a thirty (30) calendar days' notice, except as specified otherwise in other provisions of this collective bargaining agreement, or as much as is practicable in foreseeable situations.
- 5. Bargaining unit members will not be required to use their accumulated paid leave prior to using the twelve (12) weeks of unpaid leave. However, once the employee elects the type of leave (paid or unpaid) that he/she will take, they may not switch to another leave without Board approval.
- 6. Medical certification may be required to substantiate leave for reason (d.) stated above with the Board having the option of requiring second and third opinions. Medical certification shall include the following:
 - a. the date the condition began;
 - b. the probable duration of the condition;
 - c. appropriate medical facts regarding the condition and the necessity for the leave; and
 - d. a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.
- 7. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the employer and employee and provided all requirements of Federal Law and the provisions of this agreement have been satisfied.
- 8. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The Board may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence, or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control. Health insurance benefits may be continued

beyond the twelve (12) week entitlement in accord with the C.O.B.R.A. law unless the terms of this agreement provide otherwise.

9. If the requested parental leave begins more than five (5) weeks prior to the end of the academic term, the Board shall have the authority to require the employee to continue taking such leave (either paid or unpaid as chosen by the employee) through the end of the academic term if the leave will be of at least three (3) weeks duration, and the employee would return from the leave during the last weeks of an academic term. If the requested parental leave would be during the last three (3) weeks of an academic term, and the leave would be of more than five (5) work days' duration, the Board shall be authorized to require the employee to remain on leave through the end of the academic term. All days of such leave shall be counted against the employee's FMLA entitlement.
10. Any teacher on FMLA leave shall pay his/her portion of the insurance premium on or before the 20th of the month (e.g., June 1 payment due to treasurer on or before May 20).
11. For the purpose of this article, the following definitions shall apply:
 - a. "Serious Health Condition" - an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.
 - b. "Reduced Leave Schedule" - a leave schedule that reduces the usual number of hours per work week, or hours per workday, of a bargaining unit member.
12. It is not the intent of the parties to grant to the employees any benefits in excess of those mandated by FMLA, except as may be specifically provided in the collective bargaining agreement.

Q. RETURN TO EMPLOYMENT

Any leaves approved under Parental Leave, Temporary Leave of Absence or Miscellaneous Leave shall contain a specific date when the leave shall end. During the time of the leave the employee shall have the duty to notify the Board's treasurer in writing concerning his/her current residence and mailing addresses and telephone number. At least twenty-eight (28) calendar days prior to the expiration of the leave, the administration shall contact the employee in writing by certified mail to determine whether the employee intends to return to work. The employee shall notify the administration in writing by certified mail within fourteen (14) calendar days of the date of receipt of the letter, advising whether the employee will return to work. If the employee fails to so notify the administration, then the employee's employment shall be considered terminated and the Board shall be entitled to fill the position.

ARTICLE 11
SENIORITY

A. SENIORITY DEFINED

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
2. Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.
3. Time spent on inactive pay status (i.e., unpaid leave, R.I.F., Military Leave, etc.) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Contract.
5. Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this Contract.
6. No employee shall accrue more than one (1) year of seniority in any work year.

B. EQUAL SENIORITY

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
2. Ties in seniority shall be broken by the following method to determine the most senior employee:
 - a. The employee with the first day worked; then
 - b. The employee with the earliest date of employment (date of hire); then
 - c. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

C. SUPERSENIORITY

For R.I.F. purposes only, bargaining unit members employed under continuing contract shall have greater seniority than bargaining unit members employed under limited contract.

D. LOSS OF SENIORITY

1. Seniority shall be lost when an employee retires or resigns; is employed in a full-time non-bargaining unit position; is non-renewed, or terminated.
2. Bargaining unit members under continuing contract who leave the bargaining unit and take a full or part time non-bargaining unit position shall lose all bargaining unit seniority subject to item 3., below.

3. Teachers who have taught a minimum of three (3) years in the Rolling Hills School District shall be granted a leave of absence from the bargaining unit for no longer than the first four (4) years that the ex-bargaining unit member is employed in an administrative position. Said employee shall have the right to return to a bargaining unit position with the number of years the employee had as a bargaining unit member and, if necessary, may replace the least senior bargaining unit member in an area for which the employee is certificated. After the above leave of absence, the ex-bargaining unit member shall have no right to displace a bargaining unit member if he/she loses the administrative position as indicated in D.2., above.
4. Administrative employees who have not taught at least three (3) years in the Rolling Hills School District, whether holding a continuing contract or not, shall not be entitled to bump any bargaining unit member from his/her teaching position if said administrative employee loses an administrative position.

E. POSTING OF SENIORITY LIST

The seniority list shall be posted annually, January 30th of each work year. The Employer shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating, by area of certification, license, or entry-level requirement, the first day worked, the date of Employer resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association president on or before the date of posting.

1. The names of employees on the seniority list shall appear in seniority rank order within areas of certification, license, or entry-level requirement, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.
2. The names of employees who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.
3. The names of part-time employees shall appear on the seniority list but shall be listed separately from the names of full-time employees.

F. CORRECTION IN INACCURACIES

Each employee shall have a period of thirty (30) calendar days after posting of the seniority list in which to advise the Employer or its agents in writing of any inaccuracies which affect his/ her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) calendar days of the posting of the seniority list and the list shall be considered as final until the next posting.

ARTICLE 12
VACANCIES & TRANSFERS

A. The Association president shall be notified and consulted prior to the creation and posting of new positions.

B. POSTING OF VACANCIES

1. A position shall be considered vacant when the Superintendent receives a letter of resignation or a request for leave of absence from a member of the current faculty, or when it is known that an additional teacher will be needed in a department/grade level the following year.
2. The Board hereby provides that while regular school is in session, the Superintendent shall post on all building faculty bulletin boards, monthly, a notice of vacancies in the district that are of concern to members of the Rolling Hills professional staff. A copy of these notices shall also be filed with the president of the Association.
3. This list of vacancies shall be published and posted the first week of each month and shall be current through the last day of the previous month. Additional lists of vacancies will be posted to supplement regular monthly listings as the Superintendent deems necessary. Notification of vacancies during the summer months will be included with the summer pay checks.
4. No vacancies, teaching and/or supplemental, shall be permanently filled by an employee outside the existing professional staff on a full-time basis until such notice of vacancy has been published for one (1) week and consideration of transfer has been given to members of the professional staff. Consideration of transfer shall only be granted after filing the request form with the Superintendent.
5. Posting for any opening of which the Superintendent is notified after July 15 shall be as follows:
 - a. The One Call and email systems shall be utilized to notify all bargaining unit members of postings.
 - b. Members shall have forty-eight (48) hours to contact the Superintendent's office to indicate interest in the position.
 - c. Awarding of the position shall adhere to Article 12, C.
6. RHEA bargaining unit members registered with the JVESc or other online service provider selected by the Board will be requested for district students enrolled in the online programs prior to outside providers.

C. VOLUNTARY TRANSFER

1. No vacancy shall be filled until a notice of vacancy has been posted for seven (7) calendar days. If a teacher wishes to be considered for any posted vacancy, the teacher shall submit in writing to the Superintendent within seven (7) calendar days of the posting day a request indicating the transfer desired. Such requests represent consent to be transferred and may be acted upon without further consultation with the teacher.

2. The principal of the building in which the vacancy exists shall interview those teachers who have filed requests for transfer. If more than one teacher has applied for a position and all applicants are certified for said position, the person with the most seniority in the school district shall receive the position.
3. When vacancies occur at times other than the end of the school year, a replacement teacher may be employed with the understanding that a currently employed teacher who has applied for the posted position and who is qualified will receive the above-mentioned position at the beginning of the following school year. The replacement teacher will be given consideration for the vacancy created by the transfer of the previously employed teacher in accordance with the procedure in B.2., above.

D. INVOLUNTARY TRANSFER

1. In order to meet the staffing needs of the district, it may be necessary to reassign a teacher involuntarily. Such transfer shall be made after the completion of the following procedures:
 - a. Member(s) of the instructional staff involved will be notified pursuant to Article 7, Section G., of expected changes in teaching assignments. When an involuntary transfer is necessary, the Superintendent shall reassign the least senior certificated person in the teaching field affected.
 - b. The Superintendent, administrator(s), and teacher(s) will meet to discuss the reasons for the change of teaching assignment. The teachers involved may request an RHEA representative to be present during this or these meetings.
 - c. Those teachers who are involuntarily transferred will be permitted to requisition (within the building budget) materials which are necessary to implement the instructional process of the new teaching position.
2. In order to promote continuity in the educational process, the local Superintendent will make every effort to give priority to voluntary transfers at all times.
3. Teacher(s) who have been involuntarily transferred shall have the opportunity to return to their former teaching assignment.
4. No bargaining unit member shall be involuntarily transferred or reassigned if there is an applicant from the staff for that position who has the necessary certification.

E. RELOCATION

In the event the district needs to relocate a particular class or classes to a different location or work site, the teacher currently employed will relocate with the current class of students.

ARTICLE 13
COMPENSATION

A. SALARY SCHEDULES

1. The salary schedule shall contain the following divisions: Bachelor's, 150 Semester Hours, Master's, and Master's +15. Three (3) quarter hours shall equal two (2) semester hours for the purpose of salary schedule placement. To be placed on the 150 semester hours column, a teacher only need complete that number of hours regardless of the number of hours earned prior to the granting of a bachelor's degree.

2. Salary Index

| Step | BA | 150 Sem. | MA | MA + 15 |
|-------------|-----------|-----------------|-----------|----------------|
| 0 | 1.00000 | 1.05000 | 1.12500 | 1.15000 |
| 1 | 1.04750 | 1.10250 | 1.18250 | 1.21250 |
| 2 | 1.09500 | 1.15500 | 1.24000 | 1.27500 |
| 3 | 1.14250 | 1.20750 | 1.29750 | 1.33750 |
| 4 | 1.19000 | 1.26000 | 1.35500 | 1.40000 |
| 5 | 1.23750 | 1.31250 | 1.41250 | 1.46250 |
| 6 | 1.28500 | 1.36500 | 1.47000 | 1.52500 |
| 7 | 1.33250 | 1.41750 | 1.52750 | 1.58750 |
| 8 | 1.38000 | 1.47000 | 1.58500 | 1.65000 |
| 9 | 1.42750 | 1.52250 | 1.64250 | 1.71250 |
| 10 | 1.47500 | 1.57500 | 1.70000 | 1.77500 |
| 11 | 1.52250 | 1.62750 | 1.75750 | 1.83750 |
| 12 | 1.57000 | 1.68000 | 1.81500 | 1.90000 |
| 15 | 1.61750 | 1.73250 | 1.87250 | 1.96250 |
| 18 | 1.66500 | 1.78500 | 1.93000 | 2.02500 |
| 20 | 1.71250 | 1.83750 | 1.98750 | 2.08750 |

3. The base salary (B.A.-0) using the current index shall be \$29,236.55 effective July 1, 2012 and \$29,821.28 effective July 1, 2013.

As of September 1, 2012, prescription copays shall be \$5.00 for generic drugs, 10% for brand name drugs up to a maximum of \$30 per prescription. As of January 1, 2013, for in network providers, there shall be no deductible. A 10% coinsurance shall be implemented with maximum out of pocket expenses of \$500.00/single and \$1,000.00/family. Salary increases 3% for 2012-2013 and 2% for 2013-2014 are due to these changes in the insurance.

**SALARY SCHEDULE
2012-2013**

| Step | BA | 150 | | |
|------|----------|----------|----------|----------|
| | | Sem | MA | MA+15 |
| 0 | \$29,237 | \$30,698 | \$32,891 | \$33,622 |
| 1 | \$30,625 | \$32,233 | \$34,572 | \$35,450 |
| 2 | \$32,014 | \$33,769 | \$36,253 | \$37,277 |
| 3 | \$33,403 | \$35,303 | \$37,935 | \$39,104 |
| 4 | \$34,791 | \$36,838 | \$39,616 | \$40,931 |
| 5 | \$36,180 | \$38,373 | \$41,297 | \$42,758 |
| 6 | \$37,569 | \$39,908 | \$42,978 | \$44,586 |
| 7 | \$38,958 | \$41,443 | \$44,659 | \$46,413 |
| 8 | \$40,346 | \$42,978 | \$46,340 | \$48,240 |
| 9 | \$41,736 | \$44,512 | \$48,021 | \$50,067 |
| 10 | \$43,124 | \$46,047 | \$49,703 | \$51,894 |
| 11 | \$44,512 | \$47,583 | \$51,384 | \$53,722 |
| 12 | \$45,901 | \$49,118 | \$53,065 | \$55,550 |
| 15 | \$47,290 | \$50,652 | \$54,746 | \$57,377 |
| 18 | \$48,679 | \$52,187 | \$56,426 | \$59,204 |
| 20 | \$50,067 | \$53,722 | \$58,107 | \$61,032 |

**SALARY SCHEDULE
2013-2014**

| Step | BA | 150 | | |
|------|----------|----------|----------|----------|
| | | Sem | MA | MA+15 |
| 0 | \$29,821 | \$31,312 | \$33,549 | \$34,295 |
| 1 | \$31,237 | \$32,877 | \$35,263 | \$36,159 |
| 2 | \$32,655 | \$34,444 | \$36,978 | \$38,022 |
| 3 | \$34,071 | \$36,009 | \$38,694 | \$39,886 |
| 4 | \$35,487 | \$37,575 | \$40,408 | \$41,750 |
| 5 | \$36,903 | \$39,140 | \$42,123 | \$43,614 |
| 6 | \$38,321 | \$40,707 | \$43,837 | \$45,477 |
| 7 | \$39,737 | \$42,272 | \$45,552 | \$47,341 |
| 8 | \$41,153 | \$43,837 | \$47,266 | \$49,205 |
| 9 | \$42,570 | \$45,403 | \$48,981 | \$51,069 |
| 10 | \$43,987 | \$46,968 | \$50,697 | \$52,932 |
| 11 | \$45,403 | \$48,535 | \$52,411 | \$54,796 |
| 12 | \$46,819 | \$50,100 | \$54,126 | \$56,661 |
| 15 | \$48,236 | \$51,665 | \$55,840 | \$58,525 |
| 18 | \$49,652 | \$53,231 | \$57,555 | \$60,388 |
| 20 | \$51,069 | \$54,796 | \$59,270 | \$62,252 |

4. At no time during the life of this Master Agreement shall the base salary (B.A.-0) be less than the base salary (B.A.-0) of the state minimum salary schedule.
5. Any teacher who voluntarily works beyond the regular school day in activities not covered by a supplemental contract and approved by the administration shall be paid at the rate of \$20.00 per hour. Such activities shall include, but not be limited to, Curriculum Studies, After School Program, Saturday School, etc. In the event the activity is a result of a grant to the district with a higher compensation amount, the higher amount shall be paid but shall not be less than \$20.00 per hour.
6. Any bargaining unit member who feels that part of his/her regular or supplemental job responsibilities include transporting students either in a personal vehicle or using the school van may request van certification training through his/her immediate supervisor. Training will be provided by and/or through the school district if the need is mutually agreed by the Superintendent and the Association President. Further, the cost of the training shall be at the Board's expense. The related cost of the physical exam shall be at the Board's expense either through the district's insurance program or as a direct reimbursement to the individual.
7. Any and all cost of acquiring "van certification", beyond what is fully covered by the district's health insurance, shall be paid by the Board. Such costs shall include but not be limited to physicals, T.B. tests, pre-service and inservice training, abstracts, driver's license checks, B.C.I. checks, annual inservices, any health care insurance deductibles or co-pays and other requirements for van certification as defined by the Ohio Administrative Code.
8. It shall be the sole discretion of the Board as to which Association members may transport students and be eligible for "van certification" cost reimbursement.
9. Any Association member who is "van certified" and is approved to transport students via a Board owned van or their personal vehicle on a specific Board approved trip or activity shall be covered by the Board's liability insurance.
10. A committee shall be established and meet during the 2003-2004 school year to explore and recommend to the Board and the Association language pertaining to alternative methods of pay. The committee shall consist of two administrators, two Board of Education members, and six RHEA members. The OEA Representative shall be an ad hoc member of the committee as will the Local Superintendent of Schools.

B. PAY DATES

It is agreed that two-week pay periods will be continued throughout the duration of this contract. The Board will issue a notice indicating the pay dates with the initial paycheck each year.

C. SUPPLEMENTAL SALARIES

1. Service by members of the bargaining unit extending before or after such member's regular duty day and which is not a part of the member's regular teaching duties shall be deemed supplemental duties and shall be set forth in a limited contract of one (1) year. Notwithstanding Section 3319.11 of the Ohio

Revised Code, such supplemental contract shall expire on the date stated thereon, unless the Board, upon recommendation of the Superintendent, takes action to offer said member of the bargaining unit a renewal of such supplemental contract.

2. Supplemental pay will be paid on the next regularly scheduled pay date after completion of the supplemental activity period.
3. The supplemental salary schedule shall be effective July 1, 1994, and shall effect all contracts for activities or athletic seasons that begin following that date. The percentages shall be based upon the base salary (B.A.-0) of \$26,103.
4. Payment of Supplemental Contract stipends shall be at the employee(s)' regular rate of deductions for tax purposes unless prohibited by the Internal Revenue Service.
5. The Board of Education shall have the authority to create, alter, and/or eliminate supplemental positions under this subsection. If a new position is created and/or a position is altered, the Board shall negotiate with the RHEA covering the rate of compensation.
6. The Board has the right to determine which supplemental positions need to be filled.
7. All supplemental positions not directly attached to a teaching position for an academic grade will be automatically non-renewed annually and posted and filled by qualified bargaining unit members prior to any non-bargaining unit member.
8. For the life of this contract, July 1, 2012 to June 30, 2014, the base salary for the purpose of calculating supplemental contracts shall be \$26,103.

9. EXTRA DUTY PAY SCHEDULE - SUPPLEMENTAL CONTRACTS

| | 1 st & 2 nd year | 3 rd & 4 th year | 5 th & 6 th year | 7 th & beyond |
|-----------------------------|---|---|---|-----------------------------|
| DUTIES: | | | | |
| Head Football Coach | 15.0% | 17.0% | 20.0% | 23.0% |
| Head Boys Basketball Coach | 15.0% | 17.0% | 20.0% | 23.0% |
| Head Girls Basketball Coach | 15.0% | 17.0% | 20.0% | 23.0% |
| Head Wrestling Coach | 13.0% | 15.0% | 18.0% | 21.0% |
| Head Track Coach | 10.0% | 11.0% | 13.0% | 16.0% |
| Head Volleyball Coach | 10.0% | 11.0% | 13.0% | 16.0% |
| Head Baseball Coach | 10.0% | 11.0% | 13.0% | 16.0% |
| Head Softball Coach | 10.0% | 11.0% | 13.0% | 16.0% |
| Asst. Football Coach (7) | 8.5% | 9.5% | 11.5% | 14.5% |
| Asst. Basketball Coach (4) | 8.5% | 9.5% | 11.5% | 14.5% |
| Asst. Wrestling Coach (3) | 8.5% | 9.5% | 11.5% | 14.5% |
| Golf Coach (1) | 9.5% | 10.5% | 12.5% | 15.5% |
| Asst. Golf Coach (1) | 6.0% | 7.0% | 9.0% | 12.0% |
| Cross Country Coach (1) | 9.5% | 10.5% | 12.5% | 15.5% |
| Asst. Boys Track Coach (2) | 6.0% | 7.0% | 9.0% | 12.0% |
| Asst. Girls Track Coach (2) | 6.0% | 7.0% | 9.0% | 12.0% |

| | | | | |
|--|------|------|-------|-------|
| Asst. Track (generic) (2) | 6.0% | 7.0% | 9.0% | 12.0% |
| Asst. Volleyball Coach (3) | 6.0% | 7.0% | 9.0% | 12.0% |
| Asst. Baseball Coach (2) | 6.0% | 7.0% | 9.0% | 12.0% |
| J.V. Volleyball Coach (1) | 6.0% | 7.0% | 9.0% | 12.0% |
| Asst. Cross Country Coach (1) | 6.0% | 7.0% | 9.0% | 12.0% |
| Asst. Softball Coach (2) | 6.0% | 7.0% | 9.0% | 12.0% |
| LPDC Committee Mbrs. | 7.0% | 8.0% | 9.0% | 12.0% |
| (Committee members shall be placed at their current level of experience). | | | | |
| Yearbook Advisor | 8.5% | 9.5% | 11.5% | 14.5% |
| Responsibility: Assemble and have published school yearbook. In conjunction with company representative, supervise students in photos, writing copy, lay-out, sales, distribution and financing. | | | | |
| Varsity Fall Cheer Coach HS | 8.5% | 9.5% | 10.5% | 13.5% |
| Varsity Winter Cheer Coach HS | 8.5% | 9.5% | 10.5% | 13.5% |
| Jr. Varsity Fall Cheer Coach HS | 6.0% | 7.0% | 8.0% | 11.0% |
| Jr. Varsity Winter Cheer Coach HS | 6.0% | 7.0% | 8.0% | 11.0% |
| Responsibility: Select, train, and supervise 2 or 3 squads of cheerleaders, plan and conduct pep rallies, practice 2 times per week, attend all games that cheerleaders perform (40), raise money for uniforms and supplies, attend summer camp. | | | | |
| Jr. High Cheer Advisor | 6.0% | 7.0% | 9.0% | 12.0% |
| Responsibility: Same as high school, less summer camp, 1/2 as many practice sessions, and fewer contests (30) grades 7-8. | | | | |
| Flag Corps Director | 8.5% | 9.5% | 11.5% | 14.5% |
| Responsibility: Train, select, and supervise flag corps for band performances (16), attend summer band camp (1 week), conduct 1 week summer training session and practice 15 weeks. | | | | |
| Brook Singers | 4.0% | 5.0% | 7.0% | 10.0% |
| Responsibility: In addition to class time, perform at community events as requested. Produce spring Cabaret production. Involves personal travel to community functions. | | | | |
| Senior Class Advisor | 2.0% | 3.0% | 5.0% | 8.0% |
| Responsibility: Graduation, organizing and conducting class meetings, fundraising (\$1,000) | | | | |
| Junior Class Advisor | 4.0% | 5.0% | 7.0% | 10.0% |
| Responsibility: Prom, fundraising (\$3,000), organization, decorating | | | | |
| Sophomore Class Advisor | 1.5% | 2.0% | 3.5% | 6.5% |
| Responsibility: Fundraising (\$1,000), organizing and conducting class meetings | | | | |
| Freshman Class Advisor | 1.5% | 2.0% | 3.5% | 6.5% |
| Responsibility: Fundraising (\$1,000), organizing and conducting class meetings | | | | |
| High School Newspaper | 4.0% | 5.0% | 7.0% | 10.0% |
| Responsibility: Publish 8 issues of school news, finance (\$1,500), edit, and supervision of staff. | | | | |

Drama Productions 4.0% 4.5% 6.0% 9.0%
 Responsibility: Mount 3 productions: fall, winter, spring -- including tryouts, rehearsals and production; moderator will oversee financing productions.

National Honor Society 3.0% 3.5% 5.0% 8.0%
 Responsibility: Monthly meetings, selection procedures, induction, organizing honors banquet

Student Council Advisor 3.0% 3.5% 5.0% 8.0%
 Responsibility: Monthly meetings, football homecoming, sweetheart dance, various school and community projects as selected by members

Science Fair Advisor (M.S.) 1.5% 2.0% 3.5% 6.5%
 Responsibility: Coordinate students' projects at local, district, and state science fairs. Set up displays, get judges and order awards at local level.

Student Council Advisor (M.S.) 1.5% 2.0% 3.5% 6.5%
 Responsibility: Bi-weekly meetings, sponsor school dances, various school and community projects as selected by members.

| | | | | |
|--|------|------|------|-------|
| District Newspaper | 5.0% | 6.0% | 9.0% | 12.0% |
| Academic Quiz Team (MHS) | 3.0% | 3.5% | 5.0% | 8.0% |
| Olympics of the Mind | 3.0% | 3.5% | 5.0% | 8.0% |
| Department Heads & Grade Level Coordinators | 5.0% | 6.0% | 8.0% | 11.0% |
| Interact Advisor | 3.0% | 3.5% | 5.0% | 8.0% |
| Art Club | 1.5% | 2.0% | 3.5% | 6.5% |
| Elementary Student Council/ Elem. Yearbook (3) | 1.5% | 2.0% | 3.5% | 6.5% |
| Middle School Yearbook | 1.5% | 2.0% | 3.5% | 6.5% |
| Middle School Audio/Visual Coordinator | 1.5% | 2.0% | 3.5% | 6.5% |
| Mentor Program | | | | |
| Mentor 1 | 3.0% | 4.0% | 6.0% | 9.0% |
| Mentor 2 | 2.0% | 3.0% | 5.0% | 8.0% |

10. The mentoring coach position shall be paid at a rate of \$20.00 per hour, not to exceed a total of 20 hours for the assigned school year. Timesheets shall be submitted by the coach to the Lead Mentor bi-weekly during the assigned school year.

11. Special education teachers shall receive released time of one (1) day to facilitate the preparation of I.E.P.'s. The Board shall provide substitutes.

D. COLLEGE TRAINING

1. Teachers will be reimbursed for attaining additional college credit providing that the following provisions are met:
 - a. In a calendar year, the teacher has successfully completed any or all hours, up to 9 semester hours or 12 quarter hours.

- b. An official grade notification issued by the college and submitted by the employee has been received by the district treasurer.
2. Such award does not accumulate on the salary schedule and will be processed within thirty (30) calendar days of the treasurer receiving the official transcript and receipt or other proof of payment for said coursework.
3. Eighty dollars (\$80.00) per semester hour and fifty-five dollars (\$55.00) per quarter hour will be awarded. For hours taken after July 1, 2001, one hundred dollars (\$100.00) per semester hour and seventy-five (\$75.00) per quarter hour will be awarded. The employee shall only be entitled to this award if he/she submits an official transcript to the treasurer within six (6) months following receipt of grades.
4. Those courses eligible under this policy shall be only those taken at an accredited university in one or more of the following areas:
 - a. Courses in the field of education;
 - b. Courses in the teacher's subject area;
 - c. Courses for upgrading or adding a certificate/license;
 - d. Other courses as approved by the Superintendent.
5. If an employee leaves the district to be employed elsewhere, is non-renewed, or is terminated within one calendar year of receiving tuition reimbursement, the total amount of the reimbursement for the previous year will be reclaimed in the employee's final pay from the District.

E. RESEARCH GRANT

1. Any teacher, during the course of a contractual year (September 1 through August 31), may be eligible for a three hundred dollars \$300.00 honorarium within the provisions of the following:
 - a. A brief outline must be submitted in writing to the local Superintendent for authorization to begin a project.
 - b. The teacher will organize a project review committee which includes one (1) district teacher, a full time administrator, and a Board of Education member. The specifications of this project must meet the written approval of the committee.
 - c. The teacher will identify a school district-related project to be researched during the course of the school year. Upon completion of this approved project, the teacher will receive the honorarium.
 - d. The teacher shall, in the most meaningful way, make available the research findings to the staff of the district.
 - e. Anyone completing a research project may present to the administrative office a legible handwritten account of the project and its results. It will be typed and copies made for distribution.

F. COMPLETED TRAINING

1. Each teacher who has completed training which would qualify him/her for a next higher salary bracket shall file with the treasurer of the County Board of Education satisfactory evidence of the completion of such additional training. Upon receipt of the certification, the treasurer shall then place the teacher in the proper salary bracket, in accordance with training and years of experience, and certify the

related salary increase for payment at the beginning of the next regular pay period and subsequent pay periods for the remainder of the contractual year(s).

2. Any credit earned by a teacher during summer months shall be certified to the county Superintendent by September 15 to qualify for placement on the next higher salary bracket.

G. SEVERANCE PAY

1. Severance pay upon retirement from the Rolling Hills Local School District shall be in the amount of twenty-five percent (25%) of accumulated sick leave days.
2. Severance pay shall be released to the employee upon certification of receipt by the employer of his/her first retirement check.
3. In the event of having no accumulated sick leave days, one (1) day will be given at current salary. (Official application for retirement must be furnished prior to this payment).
4. The above-referenced severance pay shall be payable to the family or estate of any teacher who has ten (10) years' experience in the Rolling Hills Local School District, who dies while said teacher was still in the employ of Rolling Hills Local Schools.

H. PERSONAL LEAVE SEVERANCE

Once an employee reaches the twelve (12) day personal leave maximum accumulation as in Article 10, Section A.1., each day earned and unused over twelve (12) will be placed in a severance package, in addition to that provided in Section G. above. These accumulated days over twelve (12) shall be paid at twenty-five percent (25%) upon retirement as provided in G.1. All other requirements of Section G. shall apply. This personal leave accumulation is not transferable to another public entity, as is sick leave. The Board shall provide a written record of the amount of personal leave days earned towards severance pay to each employee on the August Salary Notification document. The Board shall provide a written record of the amount of personal leave days earned towards severance pay for all bargaining unit members to the current RHEA president at the same time.

I. VEHICLE ALLOWANCE

Any teacher who is not furnished a Rolling Hills Local School District or a regular vehicle allowance and who is authorized to use his/her own automobile in pursuance of assigned school duties shall be reimbursed at the I.R.S. rate. All claims for reimbursement shall be made upon forms provided by the Board and approved by the Superintendent or his/her designee.

J. STRS PICK-UP UTILIZING SALARY REDUCTION METHOD

The Board of Education of the Rolling Hills Local District herewith agrees with the Rolling Hills Education Association to pick up utilizing the salary reduction method contributions to the State Teachers Retirement System paid on behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be the percent so indicated by STRS regulations of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
2. The "pick-up" shall be uniformly applied to all members of the bargaining unit.
3. The "pick-up" shall become effective January 1, 1985, and shall apply to all compensation including supplemental earnings thereafter.
4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workers' compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

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. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

- K. Teachers will be permitted to contribute to expanded 125K accounts for issues beyond health insurance premiums, as well as Tuition-Ohio accounts.

L. RETIREMENT INCENTIVE

A retirement incentive program shall be established.

The Rolling Hills Local Board of Education will offer to each certified staff member who is eligible (as defined below) for retirement under the State Teachers Retirement System, who elects to retire, and who does retire in accordance with the provisions below, an incentive payment. The incentive payment shall be \$10,000.00 if an employee retires during or at the conclusion of the school year in which they are credited with 30 years of service. The incentive shall be \$7,500.00 if an employee retires during or at the conclusion of the school year in which they are credited with 25 years of service. Any additional severance due upon retiring shall also be paid. The payment is subject to the following:

1. The bargaining unit member must have at least five years consecutive service in the Rolling Hills Local School District.
2. A bargaining unit member who is eligible for "full retirement" and elects to receive the incentive must give a written letter of resignation to the Superintendent by March 15, and retire by June 30. Those teachers who were eligible for the retirement incentive payment and did not resign by March 15, waive any rights or claims to receive such incentive payment.
3. "Full retirement" for the purpose of this provision means having at least 30 years service credit to apply toward pension calculation; or having twenty-five (25) years of service and being 55 years old or older.

4. The bargaining unit member shall receive a lump sum payment after January 1, but before January 30 of the year after they retire.
5. Each bargaining unit member in the year of retirement shall be responsible for providing documentary evidence from the appropriate retirement system from which he/she is eligible to retire.
6. Failure to apply as set forth herein shall forfeit any right to participate in the incentive. It shall be the responsibility of the bargaining unit member to be aware of when he/she becomes eligible for full retirement. Lack of knowledge or "innocent" errors shall not extend a bargaining unit member's deadline for written notice. The deadline is absolute.
7. Any bargaining unit member who may have been eligible for retirement prior to the effective date of this memorandum shall be deemed eligible to receive a retirement incentive payment as long as they comply with all provisions and requirements of this memorandum.
8. Service credit shall be defined as the number of years of service acknowledged by the State Teacher Retirement System.
9. Any bargaining unit member who is eligible and who opts to purchase service credit with the STRS must do so prior to notifying the Board of their desire to participate in the Retirement Incentive Program.
10. Any bargaining unit member who is employed by the district and is receiving STRS benefits is not eligible for this Retirement Incentive Program.

ARTICLE 14
FRINGE BENEFITS

A. INSURANCE

1. Health Insurance
 - a. Paid by the Board of Education, 90% of the single premium and 90% of the family premium (Self-Funded) or equivalent major National Carrier. Usual, customary and reasonable for those requesting this coverage (substitute teacher excluded). The coverage shall be that in effect as of January 1, 1986.
 - b. Further, the Board of Education agrees not to reopen negotiations on Health Insurance in the future unless mutually agreed by the parties. The Board shall have the authority to change insurance carriers during the term of this agreement as long as coverages are not changed.
 - c. The schedule of benefits shall be contained in the Employee Health Insurance Benefits Handbook and the health insurance policy between the Board and the insurance company on file in the Treasurer's office effective July 1, 2002. Benefits shall be defined as those that are contained in the Handbook and in the policy in effect as of July 1, 2002. A copy of the Health Insurance Benefits Handbook shall be distributed to all members of the bargaining unit within 30 days of the signing of the contract. A copy of the complete health insurance policy shall be furnished to the Association President at his/her request. The

Insurance Committee shall review the health insurance policy at least annually or as needed and make recommendations for changes. All changes shall be made by mutual agreement of the Board and the Association.

- d. As of September 1, 2012, prescription copays shall be \$5.00 for generic drugs, 10% for brand name drugs up to a maximum of \$30 per prescription. As of January 1, 2013, for in network providers, there shall be no deductible. A 10% coinsurance shall be implemented with maximum out of pocket expenses of \$500.00/single and \$1,000.00/family. Salary increases 3% for 2012-2013 and 2% for 2013-2014 are due to these changes in the insurance.

2. Life Insurance

Paid by the Board of Education 100% of the premium of Life, Accidental Death and Dismemberment Insurance in the amount of \$50,000 for the life of the contract. The employee may elect to purchase an additional \$20,000 of insurance at Board cost, if the carrier allows said purchase.

3. Dental Insurance

Premium paid 90% by the Board of Education and 10% by the employee for the Dental Insurance Plan in effect July 1, 2002.

4. Prescription Drugs

The Board of Education shall furnish \$5.00 (generic) and \$10.00 deductible for brand name prescription drugs, for those who request them, beginning July 1, 2002. The Board will pay 90% of the premium.

5. Vision Insurance

The Board agrees that if the actual cost of Health Insurance falls below the projected amount in April, 2007, and produces sufficient funds, then the District will provide Vision Insurance for the Association bargaining unit members.

B. TAX SHELTERED ANNUITIES

The Board of Education shall, at no (other than clerical) Board of Education expense, make provisions for deductions necessary to certificated staff involvements in tax sheltered annuities.

C. INSURANCE COMMITTEE

1. The Board and the Association mutually agree that an insurance committee is created consisting of the following: two (2) Board members, the Superintendent, and the treasurer of the Board; one (1) elementary teacher from each building, one (1) middle school teacher, and one (1) high school teacher (all selected by the Association president), and the Association president.
2. The committee members shall be named no later than September 30 of each school year. The committee shall meet a minimum of four (4) times between September and May 1 of each year of the master agreement. The committee members shall select a chairperson from the membership of the committee at the first meeting.
3. Any report from the committee shall be released to all members of the Board and the Association.

ARTICLE 15
REDUCTION IN FORCE

If the Board determines it necessary to reduce the number of bargaining unit positions under O.R.C. 3319.17, the following procedures shall apply:

- A. At least sixty (60) calendar days prior to proceeding with an anticipated staff reduction, the Association president shall be notified by the Superintendent of the Board's intent to consider a staff reduction. A meeting shall be held between representatives of the Association and the Superintendent to review appropriate data indicating a need for a reduction in staff. The parties shall discuss why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and the possible effects of said reduction. Also, at this meeting, the Association will be provided with a seniority list of all employees.
- B. To the extent possible, the number of employees affected by a reduction in force will be minimized by not employing replacements for those employees who retire, resign, or whose limited contracts are non-renewed due to unsatisfactory performance. It is recognized, however, that attrition alone may not be sufficient to accomplish necessary reductions.

Reductions beyond those covered by attrition shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:

- 1. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Then those serving under limited contracts will be listed in descending order of seniority.
- 2. Seniority will be defined as the length of continuous service as a certificated employee under regular contract in this district as a bargaining unit member.
 - a. Board-approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority.
 - b. Part-time employees shall accrue prorated seniority based upon the percentage of time worked during a school year.
 - c. If two or more teachers have the same length of continuous service, seniority will be determined by:
 - The date of the Board meeting at which the teacher was hired, and then by;
 - The date the teacher signed his/her initial employment contract in the district, and then by;
 - Any remaining ties will be broken by lot at the time such employees are affected by a staff reduction. All affected employees and the Association president, or designee, shall have the right to be present at the time such ties are to be broken.
- 3. The seniority list shall be posted by January 30 of each work year. The employer shall prepare and post on the designated bulletin board in each building a seniority list indicating, by area of certification, the first day worked, the date of each hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association president on or before the date of posting. The name of

employees on the seniority list shall appear in seniority rank order within areas of certification with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing. The names of employees who are certificated in more than one (1) area shall be included on the listing for all areas of certification.

Each employee shall have a period of thirty (30) calendar days after posting of the seniority list in which to advise the Superintendent in writing of any inaccuracies which affect his/her seniority. The Superintendent shall make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) calendar days of the posting of the seniority list and the list shall be considered as final until posting during the succeeding school year.

4. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification for which the involved employee is properly certificated.
 5. An employee whose contract is suspended as a result of a staff reduction shall be given written notification no later than June 30 prior to the school year in which such reduction is to be implemented. Reductions shall not occur more often than once a year (effective at the start of the school year).
- C. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list. Teachers on the recall list will have the following rights:
1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated for the vacancy.
 2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated.
 3. Employees whose continuing contracts are suspended shall have the right of restoration to continuing service status in the order of seniority of service in the district, if and when positions become vacant and are created for which any of such employees are or become qualified. After restoration of employees with continuing contracts, those on limited contracts shall also be recalled.

Restoration rights for employees whose limited contracts were suspended shall commence upon the effective date of the suspension and shall continue for three (3) years from the date of contract suspension.

4. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his current address. All teachers are required to respond in writing to the district office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights and sever the employment relationship with the school district.

5. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.
 6. Every possible effort will be made to recall all properly certificated employees as positions become available within the four (4) year restoration period.
 7. During the restoration period, a teacher shall be eligible to have his/her insurance coverage(s) continued according to the C.O.B.R.A. law.
 8. Acceptance or rejection of employment as a substitute shall not constitute the basis for the employer to challenge a teacher's entitlement to unemployment compensation benefits.
- D. The administration will provide letters of recommendation for employees affected by a reduction in force, and will attempt to provide other forms of assistance, where possible, upon the request of the individual.
- E. The parties agree that these procedures apply only to the suspension of contracts under 3319.17. This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

ARTICLE 16
MISCELLANEOUS PROVISIONS

- A. Copies of this agreement shall be reproduced and distributed by the Board to all teachers now and subsequently employed during the term of this contract. This agreement shall be added to the packet given to all new teachers. Cost is to be borne equally by the Board and the Association. Printing arrangements will be agreed upon and made by the Association president and Superintendent, within sixty (60) calendar days of the signing of this agreement.
- B. These policies will not be modified in whole or in part by the parties except by an instrument, in writing, duly acceptable by both parties and no departure from any provision of this statement of policies by either party or by their officers, agents, or representatives, or by members of the negotiating unit, shall be construed to constitute a continuing waiver of the right to enforce such provisions.
- C. This agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10 (A), Revised Code), all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel, and all policies, rules, and regulations of the Employer. However, should the State Employment Relations Board or any Court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the agreement shall remain in full force and effect.

The parties shall meet within ten (10) calendar days after the final determination to bargain over its impact and to bring the agreement into compliance. If the parties fail to reach agreement over the affected provision, the negotiated dispute settlement procedure shall be utilized to resolve the dispute.

D. If during the life of the Master Agreement bargaining is necessary due to impact, the parties shall meet and bargain. If in-term bargaining does not result in agreement between the parties within thirty (30) calendar days of the first bargaining session, the dispute resolution procedure of the Master Agreement shall be followed.

E. REOPENER

1. The Board and the Association agree that at any time during the life of the Master Agreement, should the treasurer recommend that an Early Retirement Incentive Plan will provide a savings to the district (as indicated by the O.S.B. ERIP Program) the parties agree to reopen negotiations immediately.

2. The Association may also demand bargaining over any other changes which develop in the legislature as a result of the restructuring of school funding (the DeRolph case). The Board and the Association shall be required to bargain over any of these changes that could have an effect on the terms and conditions of employment for bargaining unit members. Such bargaining shall be subject to the impact bargaining provision outlined in Article 16 of the master contract.

3. The Board and the Association agree that if at any time during the life of the Master Agreement, should the State Legislature or Ohio Department of Education change student time requirements from days to hours, the parties agree to re-open negotiations immediately for that purpose only.

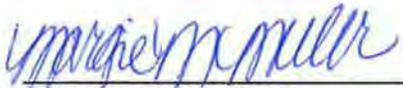
F. RECONSTRUCTION

Due to a decrease of State funding to public schools, the Rolling Hills School District made reductions in certified staff and academic programs. Once the district has decided that its financial condition is sufficient to begin hiring personnel and restoring programs, it shall meet with the Association to discuss and implement in this order: 1) Recall all eligible certified RIF'd employees; 2) Rehire an EMIS Coordinator and Technology Support Personnel; 3) Reinstate all bargaining unit positions cut for financial reasons; 4) Reinstate all academic programs cut for financial reasons. The restoration of all other personnel or programs cut due to financial reasons may be reinstated after the above process is complete.

G. IMPACT BARGAINING

If, during the life of the Master Agreement, bargaining is necessary due to impact of new state legislation, the parties shall meet and bargain pursuant to the procedure of O.R.C. §4117.14(C), with the Association having the right to strike pursuant to O.R.C. §4117.14(D)(2).

H. All references to the Ohio Revised Code in this negotiated agreement are effective as written on the ratification date of this agreement.



FOR THE BOARD OF
EDUCATION

8/16/12

DATE



FOR THE ASSOCIATION

8-15-2012

DATE