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# **NEGOTIATED AGREEMENT**

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**RICHMOND HEIGHTS LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**and the**

**RICHMOND HEIGHTS EDUCATION ASSOCIATION**

**March 1, 2013 – June 30, 2015**

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## ARTICLE I - RECOGNITION

### A. Recognition

The Richmond Heights Board of Education (hereinafter referred to as the Board) hereby recognizes the Richmond Heights Education Association (hereinafter referred to as the RHEA) affiliated with the Ohio Education Association and National Education Association as the exclusive representative for the bargaining unit, which shall consist of all certificated professional personnel, including classroom teachers and guidance counselors, including all regular full-time and regular part-time noncertified employees; but excluding the Superintendent, Treasurer, school principals, supervisory positions of Building, Maintenance & Grounds Supervisor; Cafeteria Manager; Transportation Supervisor; Night Custodial Supervisor; and other managerial and supervisory employees as defined by O.R.C. 4117.01(C), and further excluding Secretary to the Superintendent; Account Clerk; Payroll Clerk; seasonal and casual employees; Board Office personnel or supervisory personnel which may be added in the future. The rights and privileges of the RHEA as set forth in this document shall continue until the expiration of this agreement.

Employees shall be considered part of the bargaining unit after sixty (60) consecutive workdays and shall be afforded all bargaining unit rights only in the fiscal year in which the sixty (60) consecutive days are achieved. No bargaining unit provisions shall be implied to successive years, unless it is officially known by the Superintendent that the position will continue to be vacant for a period to exceed sixty (60) consecutive workdays. When a position continues beyond the fiscal school year, the employee shall be a bargaining unit member only until the regular employee returns or sixty (60) consecutive workdays have been achieved in any other position.

### B. Challenge to Recognition

Any challenge to the exclusive recognition of the RHEA must be in accordance with O.R.C, Chapter 4117.

### C. Definitions

The terms listed below, when used in this Agreement, shall be defined as follows:

1. Employee

A member of the bargaining unit defined above.

2. Day

A calendar day.

3. Workday

For purposes of computation of time, any day Monday through Friday when central administration offices are open for regular business.

4. Immediate Supervisor

The Supervisor, Principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by RHEA.

5. Superintendent

The Superintendent of the Richmond Heights Local School District or his/her designated representative.

6. RHEA

The Richmond Heights Education Association.

7. Board

The Board of Education of the Richmond Heights Local School District.

8. District:

The Richmond Heights Local School District.

9. Seniority

The longest uninterrupted service as an employee, beginning with the first day worked in a bargaining unit position. Seniority shall not be deemed to be interrupted by any leave approved and granted pursuant to this Agreement or Board Policy, by any layoff, nor by disability retirement. Further, seniority shall continue to accrue during any such leave, layoff, or disability retirement.

a. Seniority shall not be deemed to be interrupted for an employee who leaves the bargaining unit, but remains an employee of the District, and returns within one year. An employee who leaves the bargaining unit, but returns after one year, shall retain earned seniority to the date he/she left the bargaining unit.

b. Service rendered beyond the regular work year or beyond the regular workday will not be counted toward seniority.

- c. Seniority for employees who render service during the workday for fewer hours than the ordinary and normal maximum number of hours for such job assignment or classification shall be determined as follows: The total number of hours worked during the regular work year shall be divided by the maximum number of hours worked ordinarily and normally in such job assignment or classification, then divided by the number of days in the ordinary and normal work year for the job assignment or classification.
- d. If the seniority of two or more employees is equal, the additional criteria for determining seniority, in the following order, shall be:
  - 1. The earliest date of Board action on the most recent continuous employment of the employees.
  - 2. The longest total service in any employment position(s) with the Board.
  - 3. By coin toss or, if more than two (2) employees, by drawing lots.

## ARTICLE II – NEGOTIATIONS PROCEDURES

### A. Statement of Principles

- 1. The Board and the RHEA state that the purpose of the procedures established in this document is to promote harmonious and cooperative relationships between the Board and members of the bargaining unit and to protect the welfare of the Richmond Heights school children by assuring orderly and uninterrupted operation of the public school system. For, and in aid of that purpose, the principles stated in succeeding sections of this Article shall govern the interpretation and application of the remaining provisions of this document and the procedures set forth therein.
- 2. The Board and RHEA each recognize their mutual obligation to negotiate in good faith as provided in Article II., A., 3. and no changes shall be made in any negotiated agreements or salary schedules except through the negotiations process.
- 3. Good Faith involves coming to the negotiations table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good Faith requires that the Board and/or the Administration and the RHEA be willing to react to each other's proposal in the same fashion as the proposals are submitted by either party. If a proposal is unacceptable to one party, that party is obligated to give its reasons. Good Faith requires parties to recognize negotiations as a shared process. The obligation of the Board and/or the Administration and the

RHEA to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

4. The terms of this document, the procedures established therein, and the “good faith” provision in Article II., A., 3, hereof, shall not prevent, and shall not be construed to prevent, the Board from performing its obligation within such time and in such manner as may be required by law, nor from making such determinations and taking such actions preliminary thereto as may be required to insure timely compliance with the requirements of law.
5. Representatives of the Board and the RHEA shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination. No penalty or sanction, or threat nor implication thereof, shall attach to negotiation participation nor to failure to reach agreement in the course of negotiations; provided, however, this Article II. A., 5. shall not be construed so as to authorize, condone, excuse or protect any conduct which is in violation of the laws of the State of Ohio by either party.

B. Initiation of Negotiations

A written request for negotiation may be submitted by RHEA to the Superintendent or by the Superintendent to the President of RHEA no later than ninety (90) days before the date of expiration of this Agreement. The parties shall meet within ten (10) days of such request, unless the parties agree mutually to meet at a later date. At the first meeting, both parties shall submit written proposals. After the exchange of proposals, no new items may be presented for negotiation unless by mutual agreement.

C. Subjects of Negotiation

Subjects of negotiation between Board and RHEA representatives shall include all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

D. Negotiation Meetings

Negotiation meetings shall be closed to the press and the public.

E. Representation

Representation at all negotiation meetings shall be limited to eight (8) representatives of the RHEA and five (5) representatives of the Board. Neither party shall have any control over the selection of the negotiation representatives of the other party.

F. Agreement

1. As tentative agreement is reached on items which are the subject of negotiation, the agreement shall be reduced to writing and signed by the designated representatives of each party, but such signatures shall not be construed as final agreement between the representatives until all items have been resolved.
2. Final agreement reached through negotiation shall be reduced to writing and submitted to RHEA members for approval. Upon approval by the RHEA members, the agreement shall be submitted to the Board for approval. The RHEA shall provide the Board with a letter indicating approval of the agreement by its membership; the Board shall provide the RHEA with a copy of the resolution indicating approval of the agreement by the Board.
3. Cost of printing copies of the Agreement shall be shared equally by the Board and the RHEA and a copy shall be furnished to each employee.

G. Disagreement

If agreement is not reached within forty-five (45) calendar days after the first negotiating session then either party may request that the matter be submitted to the Federal Mediation and Conciliation Service. Federal Mediation and Conciliation Service shall attempt to mediate a settlement. By mutual agreement, the parties may request the assistance of a Federal mediator if impasse is reached prior to the expiration of the 45-day negotiating period. This process of mediation constitutes the parties' mutually agreed upon dispute resolution procedure under Revised Code Section 4117.14(C).

H. Labor Management Committee

1. Labor Management Committee will be created and the committee will be trained by the Federal Mediation and Conciliation Service. Such committee shall be comprised of Board representatives and RHEA representatives. The committee shall follow the guidelines as set by the "*Labor Management Committee Guidelines*". (Appendix J). [*Add Guidelines as Appendix.*]
2. The Labor Management Committee shall conduct its work either by means of paid release time (use determined by the LMC) or compensation at the hourly rate equal to .0008 of the Year 0 step of the BA column of the Certified Employee Salary Schedule found at Appendix I of this Agreement for work beyond the normal work day or work year. At the close of each school year, the LMC shall submit a report of its activities structure and plans to the Board and to RHEA for evaluation.

I. In-term Bargaining

1. Neither party shall have the duty to bargain on any matter during the term of this Agreement unless such duty is specifically set forth herein or required by law.
2. If, during the term of this Agreement, the parties mutually agree to reopen any provision of this Agreement, or if in-term bargaining is required under Ohio Revised Code Section 4117.08 or by reason of a determination resulting from expedited arbitration as provided herein, the parties shall meet and bargain in good faith at a mutually convenient time commencing within ten (10) workdays of a request by either party or within ten (10) days of a determination resulting from expedited arbitration as provided herein.
3. Mediation with the assistance of FMCS of unresolved permissive issues shall be undertaken by the parties at the request of either party, however, the Board need not retain the status quo during this process. Bargaining of permissive issues under this provision shall not thereby constitute such issue to be a mandatory subject of bargaining. Should the expedited arbitration process determine that the issue constitutes a mandatory subject of bargaining, or should the parties stipulate that the issue constitutes a mandatory subject of bargaining, and if agreement is not reached within forty-five (45) days of the commencement of negotiations and including a period of thirty (30) days of assistance by FMCS, if the Board determines to change the status quo either during or at the close of that process, then the RHEA has the option to declare the expiration of the entire agreement and to take such steps as are available to the RHEA under Revised Code Section 4117.14(D)(2).
4. Should a dispute arise over whether bargaining is required or mandatory under law, such dispute shall be submitted to final and binding expedited arbitration under applicable rules of the American Arbitration Association. The parties shall expedite such proceeding for hearing at the earliest feasible time. Notwithstanding the foregoing, a party may seek court intervention to prevent delay based upon sufficient proof that the issue is a mandatory subject of bargaining and that neither expedited arbitration nor any other available remedy will be adequate. The losing party shall pay the costs of the arbitrator or court costs.

J. Progress Reports

Periodic written progress reports may be issued by the parties to their membership and to the public during negotiation.

### ARTICLE III – BOARD RIGHTS

The Board of Education reserves and shall exercise at all times its exclusive right, authority, and responsibility to manage and direct, on behalf of the public, all the operations and activities of the District to the full extent authorized by law and not in conflict with ORC 4117. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoptions of such policies, regulations, rules, practices, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

### ARTICLE IV – GREIVANCE PROCEDURE

#### A. Definitions

##### 1. Grievance:

A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of this Agreement.

##### 2. Grievant

The grievant is the employee or employees making the complaint or the RHEA.

#### B. Procedure

##### Step 1: Informal Discussion

A grievant who believes that the basis exists for a grievance shall discuss the grievance with his/her immediate supervisor informally within twenty (20) workdays of the incident giving rise to the grievance.

##### Step 2: Immediate Supervisor

If the grievance is not resolved through Step 1, the RHEA may submit the grievance in writing by presenting a completed grievance form as found in Appendix A, to the Immediate Supervisor within twenty (20) workdays after the event or condition giving rise to the grievance. A written decision is to be rendered by the Immediate Supervisor within five (5) workdays of presentation of the grievance form.

##### Step 3: Superintendent

If the grievance is not resolved at Step 2, the RHEA may submit the grievance form to the Superintendent or his/her designee within five (5) workdays after failure of resolution at Step 2. The Superintendent or his/her designee will render a written decision within five (5) workdays of presentation of the grievance form.

Step 4: Arbitration

If the grievance is not satisfactorily resolved at Step 3, RHEA may, not later than twenty (20) workdays after receipt of the written decision under Step 3, refer the grievance to arbitration by giving written notice to the Superintendent of its intent to do so. RHEA shall then request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association. AAA will provide the parties with a list of nine (9) arbitrators. Selection of an arbitrator will be by alternate strike. Either party, at their own expense, may request a second list. The second list is the final list and an arbitrator must be selected from that list. The decision of the arbitrator shall be final and binding upon the parties.

The arbitrator's authority is limited to the misinterpretation, misapplication and/or violation of the agreed upon definition of a grievance as provided herein and the arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.

The cost of arbitration shall be borne equally between the Board and the RHEA.

C. Stipulations

1. Any grievance not answered within the time limit shall automatically proceed to the next step of the grievance procedure.
2. A grievance may be withdrawn at any level without prejudice, and the matter cannot be reopened.
3. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process, nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the aggrieved, RHEA, or its officers be placed in jeopardy or be the subject of reprisal or discrimination for having followed the grievance procedure.
4. The grievant shall never be required to meet with an administrator at any stage of the grievance procedure without the presence of a representative of the RHEA or its affiliates.
5. The parties agree that grievance proceedings shall be kept as informal and confidential as may be appropriate at that level of the procedure. Further, it is agreed that the investigating and processing of any grievance shall be conducted in such ways as not to cause interruption or interference with established work schedules and duties.
6. The Board, Administration, and RHEA will cooperate with each other in the investigation of any grievance.

7. The time limitations set forth herein for the submission and processing of a grievance shall be deemed to be of the essence. The failure to submit a grievance or process a grievance within the time specified shall be deemed a waiver of the grievance. The grievance shall not proceed beyond the level of said waiver. However, the time limits may be extended in writing by mutual agreement.
8. If a grievance arises from a decision made above the level of immediate supervisor, the grievance may be presented initially at Step 3. However, the twenty (20) workday-time limit for initial presentation, as specified at Step 3, shall apply. The Superintendent or his/her designee shall render a written decision within ten (10) workdays of the presentation of the grievance.

9. Attendance at Grievance Meetings

An employee whose presence is required at any grievance meeting described in this Article shall be made available for such time as needed at the grievance meeting without loss of pay or leave. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limit shall be extended to such time that such person(s) can be present.

## ARTICLE V – ASSOCIATION AND EMPLOYEE RIGHTS

A. Use of School Facilities and Equipment

The RHEA is guaranteed the right to hold meetings in school facilities and to use school mailboxes for distribution of Association materials. A courtesy copy of distributions to the general membership shall be provided to the building principal. The Superintendent shall be notified of all RHEA general meetings held on school premises as much in advance as possible. RHEA shall be allowed use of school equipment at all reasonable times when such items are not otherwise in school use in accordance with Board policy.

B. Duly Authorized Representatives

Duly authorized representatives of the RHEA and its respective affiliates shall be permitted to transact official business on school property at all reasonable times and after checking in with the principal and stating the reason for the visit, provided that such activity does not disrupt normal school operations. Teachers shall not be disturbed while they are conducting a class.

C. RHEA Release Time

1. In order to administer this agreement and to facilitate the processing of grievances, the RHEA president, grievance chairperson, and/or building representative will be permitted to leave their building following the dismissal of

students. However, this should not interfere with the fulfillment of their professional responsibilities for individual assistance to students or parent conferences. The immediate supervisor shall be notified whenever an employee is going to another school building prior to the conclusion of the contractual workday.

2. Eight (8) days per year shall be granted to elected or designated representatives of RHEA for the purpose of attendance at meetings or participation in the business of professional organizations affiliated with RHEA without cost to the RHEA. The RHEA President shall notify the Superintendent of the days and persons elected or designated as soon as possible but no later than three (3) days before the leave days, except by mutual agreement. Further, the RHEA President may request up to the equivalent of four (4) days of release time, to be used in increments of one-fourth (1/4) day or more, by the President or his/her designee. A request to the Superintendent for such leave shall be made as far in advance as is practicable and shall not be denied on an arbitrary, capricious, or discriminatory basis.

D. Notification of Board Meetings, Agendas, Minutes

The RHEA shall be notified of all Board meetings as much in advance as possible. The RHEA shall receive a copy of the agenda for each Board meeting, along with any public record attachment to the agenda, and the RHEA will receive a copy of the Board minutes of each meeting when available.

E. New Employee Orientation

New Employee orientation shall be one (1) day prior to the official start of the teacher work year. The additional day shall be part of the employee's contracted days. The orientation date shall be established by the Superintendent. The RHEA shall be afforded an opportunity to address new employees during the orientation days. This opportunity includes a general meeting, if scheduled, or meetings in the individual buildings.

F. Leaving the Building

A certificated employee may leave the building during the school day, provided that the temporary absence of the employee does not occur during assigned pupil contact time. Additionally, such absence shall not interfere with the certificated employee's professional responsibilities for individual assistance to students or parent-teacher conferences, and the certificated employee shall be required to notify the immediate supervisor, or in his/her absence, his/her designee, prior to leaving the building.

G. Names of New and Retiring Employees

Upon written request of the RHEA, the Superintendent will provide the names and addresses of all new and retiring employees. Information will be furnished within a

reasonable period of time. Retiring employees who request that their retirement be kept confidential shall have their request honored to the extent allowed by law.

H. Telephone Access

Telephones shall be provided during the school days from which a teacher may make a private telephone call. A telephone shall be available in each building for after school use in a designated area to which all teachers have access. It is understood that telephones are to be used primarily for school-related business purposes and that no charges for personal calls shall be made at the District's expense.

I. Dues Deductions/Fair Share Fee

1. RHEA Payroll Deductions

Payroll deduction of annual fees, fair share fees, assessments and contributions shall be provided to RHEA by the Board without cost in accordance with the following procedure.

a. Authorization/Deduction Schedule

Upon written assignment authorization of the employee on forms provided by RHEA, the Board shall make the authorized annual deduction in equal prorated amounts from two (2) paychecks of the employee each month beginning with the second paycheck received after the start of each school year or with the next paycheck received after such authorization, whichever is later, and continuing through the paycheck received for the last payroll period ending in May of each year.

b. Continuing Deduction

Such authorization shall continue in effect from year to year unless revoked by the employee between July 1 and July 15 and of any year on a form provided by RHEA. A copy of such revocation shall be provided simultaneously both to the Board and to RHEA.

c. Remittance of Deductions

The deductions shall be remitted to RHEA on each pay date. The remittance, at RHEA's option, may be deposited directly to a designated financial institution or made available for pickup at the Board office by designated RHEA representatives.

d. Remittance Report

The deduction remittance shall be accompanied by a report showing the employee's name, Social Security number (unless the employee does not consent), amount of deduction, and the grand total of all deductions made in that pay period. Upon mutual written agreement of RHEA and the Board Treasurer, the report may be transmitted to RHEA electronically.

e. Notice of Change in Amount

RHEA shall give written notice to the Board Treasurer of any change in the amount of deduction at least ten (10) workdays before such change is to be effective.

f. Inapplicability

The authorization and revocation forms described in this Article shall be inapplicable for employees paying the fair share fee.

2. Fair Share Fee

Any employee who is not a RHEA member shall pay to RHEA a fair share fee as a condition of employment and in an amount equal to, but not to exceed, annual total affiliated dues paid by members of RHEA.

a. Effective Dates

This provision shall be effective on the beginning date of employment for employees. The actual effective date of payroll deduction of the fair share fee shall be provided in written notice to the Board Treasurer by RHEA.

b. Method of Payment

The Board shall deduct the fair share fee from the paychecks of an employee who is not a member of RHEA. The deduction shall be in accordance with the procedures specified in Section A. of this Article. The deduction shall commence in accordance with the effective date of this provision unless the Board Treasurer receives written notice from RHEA that such employee has elected another method of payment. If the employee defaults in such other method of payment, the Board shall commence payroll deduction of the appropriate amount immediately upon written notice of such default to the Board Treasurer by RHEA.

c. Indemnification of Board

RHEA shall indemnify and hold harmless the Board, its members, and its agents (Board) from and against any claim or liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with this "Fair Share Fee" provision. RHEA shall also pay any judgment or settlement achieved in such cases. RHEA shall provide the attorney to represent the Board and RHEA in such action; provided that the Board approves the attorney and that such approval will not be unreasonably withheld; provided that the Board gives RHEA written notice within ten (10) days of the Board receiving written notice of any claim made or action filed against the Board by a non-member for which the indemnification is claimed; provided:

1. The Board agrees to (a) give full and complete cooperation and assistance to RHEA and its counsel at all levels of the proceeding, (b) permit RHEA or its affiliated organizations to intervene as a party if it so desires, and/or (c) to not oppose RHEA or its affiliated organizations' application to file briefs amicus curiae in the action;
2. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee contract provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.

J. Bulletin Boards

RHEA shall be allowed to post notices and other information regarding RHEA activities and concerns at each work site in the same locations as employee mailboxes and in employee lounges.

K. Bargaining Unit Roster

RHEA shall be provided a current bargaining unit roster at least twice annually on September 15 and March 1. Such roster shall include the following information about each employee, listed alphabetically by the member's name: home address, and job assignment.

L. Officer Leave

Upon request of RHEA, an employee elected to a state or national office of an affiliated professional organization will be granted a one (1) year unpaid leave of absence to serve in such office.

## ARTICLE VI – ABSENCES AND LEAVES

- A. Employees must report all absences to the district sub-caller or his/her supervisor prior to the start of their work time, or as soon thereafter as possible. If an employee fails to report his/her absence, the employee will be considered absent without leave until a reasonable explanation is subsequently provided.
- B. All absences must be reported accurately by the employee on the District's Employee Absence Report Form. (Appendix K). [*Add Form as Appendix.*]

### C. Personal Leave

Pay for personal leave of absence due to situations of a personal nature shall be allowed to a maximum of three (3) days per year. Declaration of need for paid personal leave of absence shall be made at least three (3) days prior to the day for which leave is requested unless the Superintendent grants an exception to the three day notification requirement or in the event of an emergency situation which would preclude the possibility of timely application. In the latter case, the employee shall notify an administrator the day of the leave or prior thereto by telephone and, 2) complete the application for personal leave at the earliest possible time or immediately upon his/her return to work. Applications for paid personal leave of absence must be submitted to the Superintendent on forms so provided by the Board and available in each school office. A copy of the form is found as Appendix C attached hereto. Personal leave days shall not be accumulated from year to year. However, unused personal leave days shall accrue as sick leave at the end of each work year.

### Limitations and Exceptions

- 1. Personal leave for days immediately preceding or following a vacation or holiday, or for the opening day or closing day of the school year, or from May 20 to the last day of school, shall be allowed if the situation is one in which the employee does not have control or cannot reasonably make other arrangements. If leave is to be taken on any of the aforementioned days, the employee shall be obligated to submit the personal leave form including a written statement of the nature of the reason for leave in sufficient detail to establish that it is a matter over which the employee does not have control or cannot reasonably make other arrangements.
- 2. Falsification of a statement submitted under this provision may be grounds for suspension or termination of the employee.
- 3. Personal leave may not be used in less than one-half day increments.

D. Parental Leave

Parental leave for purposes of pregnancy, adoption, or child care, without pay, will be granted at the request of the employee. The leave shall be governed by the following factors:

1. The employee shall submit notification of the need for leave on the form included as Appendix D of this Agreement.
2. The leave shall extend through the remainder of the school year in which it is granted (or for a shorter period at the request of the employee) and, upon the request of the employee, for an additional one (1) school year.
3. If the employee granted leave is on a limited contract, provisions of such contract will apply in reference to non-renewal and notification dates. Parental leave shall not be grounds for termination or non-renewal of an employee's contract. The provisions of this Agreement as set forth in the sections regarding "Reductions in Force" may apply.
4. An employee on parental leave shall notify the Superintendent, by letter, of plans to return from leave no later than sixty (60) days in advance of the date of return, provided that the Superintendent may waive the advance notice.
5. Leave may be cancelled by the employee within one (1) week after delivery or adoption of the child.
6. An employee on an unpaid parental leave of absence who notifies the Superintendent of the desire to return to work shall resume the same contract status and shall be returned to the same or equivalent duty, providing the procedures contained herein have been met.
7. These provisions shall also apply to adoptive parents providing the child being adopted is under six (6) years of age.

E. Professional Leave

Any school employee may be given permission to attend, without loss in pay, professional meetings or take part in other activities promoting professional growth. Such professional meeting must be approved first by the building principal then by the Superintendent.

F. Sick Leave

1. Each eligible employee shall have eighteen (18) sick leave days to be accumulated at a rate of .75 days per pay period. The accrual of these eighteen

(18) days shall begin the first pay period in which payment for ten (10) actual work days are paid, effective with the 2011-2012 school year.

2. Unused sick leave shall be cumulative without limit.
3. Falsification of a statement submitted under this provision may be grounds for suspension or termination of the employee.
4. For purposes of illness or injury, the immediate family is interpreted to include spouse, child, parent, parent-in-law, sister, brother, or member of the immediate household, or member of the family who clearly has stood in the same relationship with the employee as a parent or child. For purpose of death, immediate family is interpreted to include spouse, child, parent, parent-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, member of the immediate household or a member of the family who clearly has stood in the same relationship with the employee as a parent or child.
5. Upon request by his/her Supervisor/ Building Principal sick leave affidavits must be submitted by the employee if the sick leave exceeds six (6) consecutive days.
6. An employee who has exhausted his/her sick leave or a new teacher may be advanced up to five (5) days sick leave within the current school year. This advanced sick leave must be earned during the remainder of the year. Unearned sick leave charged to an employee will, at the end of each contract year, result in loss of pay for the days unearned.
7. The District will establish a sick leave procedure. All employees may donate sick days. The Health Care Committee shall oversee the sick leave procedure operation. Sick day donations shall be governed by the "Guidelines for Donating Sick Leave." (Appendix L). The donation must be reviewed then approved by the Treasurer's Office.
8. Absenteeism Abuse
  - a. Definition of Absence Abuse.
    - (1) Abuse of sick leave is the use of sick leave for reasons not permitted by law.
    - (2) Pattern absence may be an abuse of absence privileges. Pattern absence will be defined as those absences which occur with repetition.
  - b. Abuse of Absence will be subject to Article VII – Employment Practices; Section J – Discipline of Employees.

G. Unpaid Leave of Absence

1. An employee may request an unpaid leave of absence for personal reasons. No leave will be granted without the prior approval of the Superintendent.
2. Each leave shall be requested no less than seven (7) days prior to the commencement of the requested leave. Requests for unpaid leave of absence shall be made on the unpaid leave form. Requests for such leave shall state in detail the reasons for the leave. The employee shall be docked at the employee's daily rate for each day absent.

H. Jury Duty Leave

Any employee who serves as a juror shall continue to be paid his/her salary while serving as a juror.

I. Assault Leave

1. It is recognized by the Board that in the course of performing assigned duties, acts of physical assault upon the employee may occur. It is further recognized that the Board has a responsibility to insure that the rights of the employees are protected when such situations arise. To insure that such employee's rights are protected, it is necessary that the proper procedures be followed when such instances arise. Procedures to be followed:
2. An employee who has been assaulted in connection with the performance of duty shall notify his/her immediate supervisor immediately. Within twenty-four (24) hours of the incident, the employee, when physically possible, will provide his/her immediate supervisor with a written report of the incident. Such report shall be signed by the employee.
3. If an assault on an employee, which arises directly or indirectly out of his/her employment with the Board, results in the employee being unable to work, said employee shall be provided leave without loss of pay and no deduction will be made from his/her sick leave, provided the employee also follows the procedures of Article XIII, Section C. of this Agreement.
4. If an employee's absence resulting from assault is covered by Workers' Compensation or Social Security disability benefits, the Board shall provide the additional compensation that will provide said employee with the same income he/she received at the time of his/her assault.
5. An employee temporarily disabled as a result of physical assault shall be returned to the same or equivalent position as held at the time of the incident.

6. If medical attention is required, the employee must submit a statement listing the name and address of the physician, the dates of consultation, and the nature of the disability and its duration before assault leave can be approved for payment. Falsification of either a written, signed statement or a physician's certificate shall be grounds for discipline. The Board may, at its expense, have an employee examined to determine fitness to return to work.
7. In the event that any disabling condition is anticipated to last more than twelve (12) months, the employee shall file a disability application with the respective retirement system. If the employee is found permanently disabled, and is eligible for and granted permanent disability benefits under SERS or STRS, the benefits under this provision shall cease.
8. In cases where legal action may ensue, the immediate supervisor shall promptly cause written statements to be obtained from all the witnesses. These statements shall be signed, dated and forwarded to the Superintendent's office, where it shall be available to the employee and/or the employee's representative.
9. Upon the request of the employee, if an assault against an employee results in financial loss to the employee, the Superintendent shall render assistance to the employee in attempting to recover a sum equal to the financial loss from the parents or guardians of the student(s) involved. The assistance rendered by the Superintendent shall include cooperation in providing all legally available records and results of any investigation conducted by the employer. Otherwise, the Superintendent shall be reasonable, but is not required to be an advocate or responsible for the employee's claims.
10. If court action results, said employee shall be granted leave of his/her professional duties and a qualified substitute provided, if available, with no loss of pay for days in court and as may be requested by his/her legal counsel, court officials, and law enforcement officers.
11. A request for an assault leave from an employee shall be accompanied by completion of the form set forth in Appendix F.
12. Falsification of a statement submitted under this provision may be grounds for suspension or termination of the employee.

J. Family and Medical Leave Act of 1993 (FMLA)

An employee shall be entitled to use the provisions of the Family and Medical Leave Act of 1993 and its subsequent amendments. The District will make available to employees FMLA at the Board Office and link on website.

## ARTICLE VII – EMPLOYMENT PRACTICES

### Section 1: Evaluation

#### A. Purpose of Evaluation

1. To assess an employee's work performance.
2. To help the employee to achieve improved knowledge and skills in performance of the work assignment.
3. To constitute the basis for personnel decisions including advancement, reassignment, continuing contract status, or contract non-renewal, reduction in force or termination.

#### B. Evaluation Committee

The RHEA and the Board agree to a joint Evaluation Development Committee for the purpose of creating the evaluation framework, procedure and process for the evaluation of certified employees in Richmond Heights Local Schools. The Committee shall address the following issues:

1. Who shall serve as an Evaluator?
2. What is the definition of Walk Through and what are the protocols?
3. What are the Criteria for Evaluation?
4. What shall be the Schedule for Observations and Evaluations?
5. After reviewing the ODE Evaluation Model, how shall this be applied or modified for use in Richmond Heights?
6. If deficiencies are identified, how is a Plan for Remediation created and implemented? How are Professional Coaches selected to help implement this remediation plan?
7. How are various Student Growth Measures identified, created and/or weighted to establish the required fifty percent (50%) of a teacher's evaluation?
8. How shall administrators and teachers be Trained in this new Evaluation System?

#### C. Composition

The Committee shall be comprised of five (5) RHEA members appointed by the RHEA president and five (5) members appointed by the Board or its designee. In addition, each

party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.

- D. The Committee may bring in consultants by mutual agreement as it sees fit.
- E. The Committee shall have Joint Chairpersons – one named by the Board and one named by the RHEA.
- F. The Committee shall receive initial Evaluation training from the same source. Any supplemental training received by any Committee member will be shared with the entire Committee.
- G. As soon as possible after the Committee is formed, “Consensus Decision Making Training” (preferably by FMCS) shall be provided to the entire Committee. Thereafter, decisions by the Committee shall be by consensus.
- H. The Committee will provide a status update to the Superintendent and the RHEA President not later than January 31, 2013. The recommended Evaluation Model will be completed on or before May 1, 2013, and submitted to the RHEA and the Board for ratification.
- I. The Evaluation Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.
- J. The Evaluation Process shall be in place on or before July 1, 2013.
- K. Pay for participation in the Committee for RHEA members for Committee work outside the RHEA work day shall be compensated at the professional development daily rate. Any work outside Committee Meetings shall be approved in advance by the Superintendent.
- L. The Committee will develop the ground rules by the Committee will operate.
- M. Due Process
  - 1. An employee shall be entitled to RHEA representation at any conference held during this procedure in which the employee will be advised of an impending non-renewal or termination.
  - 2. Any violation of either procedural or substantive due process shall automatically require re-employment of the employee under a continuing contract, if eligible, or an appropriate limited contract if the employee is not eligible for a continuing contract.

## Richmond Heights Local School District

### Standards-Based Teacher Evaluation Program 2014-2016

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the “Standards for the Teaching Profession” as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System (“OTES”) model as approved by the State Board of Education.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and included in the collective bargaining agreement with the Richmond Heights Education Association.

This policy has been developed in consultation with teacher employed by the Board.

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by District teachers represented by the Richmond Heights Education Association and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

### Definitions

**OTES** – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

**Teacher** – for the purposes of this policy, “teacher” means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and who is working under one of the following:

- a. A license issued under O.R.C. Sections 3319.22, 3319.26, 3319.222, or 3319.226; or
- b. A permanent certificate issued under O.R.C. Section 3319.222 as it existed prior to September, 2003; or
- c. A permanent certificate issued under O.R.C. Section 3319.222 as it existed prior to September, 2006; or

- d. A permit issued under O.R.C. Section 3319.301.

Substitute teachers and teachers not meeting the definition are not subject to evaluation under this policy. Regular and Part Time bargaining unit members who do not meet the definition, will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Richmond Heights Education Association.

The Superintendent, Treasurer, and any “other administrator” as defined by O.R.C. Section 3319.02 are not subject to evaluation under this policy.

**Credentialed Evaluator** – for purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- a. Meets the eligibility requirements under O.R.C. Section 3319.111(D); and
- b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
- c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

**Student Growth** – for the purpose of the District’s evaluation policy, student growth is defined as the change in student achievement for an individual student between two or more points in time.

**Student Learning Objectives (“SLOs”)** – include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time; they are determined after analyzing data on student academic performance and identifying areas in need of targeted effort for all students and subgroups.

**Shared Attribution Measures** – encompasses student growth measures that can be attributed to a group.

**Value Added** – refers to the EVAAS (Educational Value-Added Assessment System) Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores on state issued standardized assessments.

**Vendor Assessment** – student assessments approved by the Ohio Department of Education that measures mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

### Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
- b. Skilled;
- c. Developing;
- d. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education of the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

### Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” These assessments will be based upon the following Ohio Standards for the Teaching Profession:

- a. Understanding student learning and development and respecting the diversity of the students they teach;
- b. Understanding the content area for which they have instructional responsibility;
- c. Understanding and using varied assessments to inform instruction, evaluate and ensure student learning;
- d. Planning and delivering effective instruction that advances individual student learning;
- e. Creating learning environments that promote high levels of learning and student achievement;

- f. Collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
- g. Assuming responsibility for professional growth, performance and involvement.

#### Formal Observation and Classroom Walkthrough Sequence

Professional growth plans must be submitted into ETPES by pre-conference date. Pre-conferences will begin on and after October 6<sup>th</sup>. Observation date will be determined during the pre-conference.

All instructors who meet the definition of “teacher” under O.R.C. Section 3319.111 and this policy shall be evaluated based on at least one formal observation and periodic walkthroughs and a summative rating each school year (unless covered in the below contingencies):

- Teachers on a limited contract who are under consideration for renewal shall receive at least two formal observations in addition to periodic classroom walkthroughs and a summative rating.
- Teachers on a limited contract who are under consideration for non-renewal shall receive at least three formal observations in addition to periodic walkthroughs and a summative rating.
- Teachers receiving a rating of accomplished may be evaluated every three years as long as the teacher’s student academic growth measure for the most recent school year for which data is available is average or higher. This will result in staggering of teacher evaluation years.
- Teachers receiving a rating of skilled may be evaluated every two years as long as the teacher’s student academic growth measure for the most recent school year for which data is available is average or higher. This will result in staggering of teacher evaluation years.
- In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall conduct at least one observation of the teacher and at least one conference with the teacher. This also applies to teachers who received an accomplished rating in 2013-2014.
- Teachers who have been on leave for 50 percent of the school year or have submitted notice of retirement before December 1<sup>st</sup> of the school year do not have to be evaluated.

Evaluations will be completed by May 1<sup>st</sup> and each teacher will be provided a written report of the results of his/her evaluation by May 10<sup>th</sup>. Written notice of non-renewal will be provided by June 1<sup>st</sup>.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth in the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction, and assessment, and professionalism.

#### Formal Observation Procedure

- a. A minimum of one (1) observation shall be conducted to support each performance evaluation.
- b. The observation shall be preceded by a conference between the evaluator and employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.
- c. A post-observation conference shall be held after each formal observation. The post-observation conference shall be held within seven (7) school days of the observation.

#### Informal Observation/Classroom Walkthrough Procedure

- a. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- b. Walkthrough observations will be five to fifteen minutes in duration.
- c. Data gathered from the walkthrough will be entered electronically (see Appendix).
- d. A final debriefing and completed form must be shared with the employee within five (5) school days.

#### Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. It is important to note that a student who has forty-five (45) or more unexcused absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1: Teachers instructing in value-added subjects exclusively (50% VA).
- A2: Teachers instructing in value-added courses, but not exclusively (20%VA; 30% LEA).

- B: Teachers instructing in areas with Ohio Department of Education approved vendor Assessments with teacher level data available (20% VA; 30% LEA).
- C: Teachers instructing in areas where no teacher-level value-added or approved vendor Assessments available (50% SLOs).

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLOs are developed or revised, the process will include review before the SLO Committee.

Data from these approved measures of student growth will be scored in accordance with the Ohio Department of Education/OTES.

#### Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measure to produce the summative evaluation rating.

The evaluator shall provide that each summative evaluation is submitted to the teacher for his/her acknowledgment via e-mail prior to May 10<sup>th</sup>.

#### Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation:

- a. Teachers whose performance rating indicates above expected levels of student growth may develop a professional growth plan and they may choose their credentialed evaluator from those available to the Board for that purpose.
- b. Teachers who performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle.
- c. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan.

## Board Professional Development Plan

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

### Retention and Promotion Decisions/Removal of Poorly Performing

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/non-renewal of poorly performing teachers.

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of the Collective Bargaining Agreement.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the Collective Bargaining Agreement in effect between it and the Richmond Heights Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with O.R.C. Section 3319.11 notwithstanding the teacher's summative rating.

Comparable is defined as:

- Year one:/Accomplished, Skilled, and Developing;/ Ineffective/
- Year two:/Accomplished and Skilled;/Developing;/Ineffective/

The Joint Evaluation Team:

- The first meeting shall occur January 25 through February 10 by agreement. Labor management discussions of issues with OTES to date.
- The second meeting shall occur between May 4 and May 30 by agreement.
  - a. Discussion and review resolution of first meeting issues.
  - b. Make non-binding recommendations to the bargaining teams.

Topics for Joint Evaluation Team meetings and next round of negotiations:

- Guidance counselors, nurses, psychologists, and teachers hosting student teachers will be evaluated using the old forms.
- If a teacher misses the meeting or the principal misses scheduled for OTES.

## APPENDIX

### Forms used during the Ohio Teaching Evaluation System

#### Section 2: Other Provisions

##### A. Nonrenewal of Certificated Employee Limited Contracts

Nonrenewal of certificated employees limited contracts shall be in accordance with 3319.11 and 3319.111 ORC.

##### B. Job Posting

###### 1. Vacancy

A vacancy(ies) shall be considered to occur whenever an employee dies, resigns, retires, is terminated, is non-renewed, or whenever a new bargaining unit position is created, or when an employee takes a leave of absence which the Superintendent is aware will exceed twenty (20) days based on available information.

###### 2. Posting

Whenever a vacancy in any regular or supplemental position occurs during the school year, the Superintendent shall post written notice(s) of said vacancy on the bulletin boards provided for RHEA. No vacancy shall be filled, except in the case of emergency and on a temporary basis, until such vacancy shall have been posted for at least five (5) days. If any vacancy shall occur during the summer months, a list of such vacancies shall be posted by U.S. mail, with paychecks when possible, to all employees qualified for the position.

###### 3. Administrative Positions

Administrative vacancies (excluding the Superintendent) will be posted on bulletin boards in employee lounges in the district during the school year. Employees who are interested in being considered for the position shall submit their applications to the Superintendent within five (5) days of the posting notice. Employees who are interested in being considered for administrative vacancies that occur during the summer shall notify the Superintendent in writing of the positions desired prior to the last day of the school year.

4. Filling Vacancies

In the event that the qualifications, as set forth in the notice provided herein, are equal among applicants, length of service shall be the determining factor.

C. ADA – Reasonable Accommodation Modifications

The superintendent may initiate an involuntary transfer in order to provide a reasonable accommodation under the Americans with Disabilities Act. Before making the involuntary transfer, volunteers will be solicited by a posting. If an involuntary transfer must be made, seniority in the system shall be given preference. If all other factors are equal, the employee having the least seniority will be transferred first.

D. Reduction in Force

Modifications as required by law.

1. Reasons

Reasons for implementing reduction in force shall include:

- a. Decreased enrollment of pupils.
- b. Return to duty of regular employee after leave of absence.
- c. Suspension of schools or territorial changes affecting the District.
- d. Loss of state and/or federal funds dedicated to a program resulting in loss of such position.
- e. Changes in curriculum
- f. Lack of funds
- g. Lack of work

2. Notice to RHEA

Before any reduction in force may occur, the RHEA President shall be notified in writing by the Superintendent of the intended layoff, the reason for the layoff, the names of all positions to be eliminated and all employees to be laid off, and the effective day of the layoff. Such notice shall be provided no later than ten (10) workdays before the Board meeting at which the Superintendent will recommend a reduction in force. RHEA shall be allowed to address the Board before action may occur on the Superintendent's recommendation of a reduction in force.

3. Attrition

The number of employees affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign whenever possible, or whose contracts are not renewed on the basis of performance.

4. Notice to Employee

Any employee to be laid off shall be notified of the layoff in writing by the Superintendent no later than sixty (60) workdays before such layoff may become effective. Such notice may not occur before the Board has approved the Superintendent's recommendation for a reduction in force.

5. Layoff

The employee having the longest seniority in a job classification or license area (teaching field) shall be the last to be laid off. Whenever it becomes necessary to lay off a classified employee(s) in a classification(s), such employee(s) may bump a less senior classified employee in a lower pay classification provided the classified employee(s) has the skills and qualifications needed by the District. A seniority list in accordance with Article I, Section C. 9. of this Agreement shall be provided to the RHEA and a copy posted periodically at each work location.

The Board and the Association agree the teachers' seniority extends to all areas of certification and licensure.

6. Recall

- a. Any vacancy in a bargaining unit position shall be filled by the senior qualified employee on lay-off status after the provisions of this Article and subsection C. have been implemented.
- b. Notice of recall shall be sent via certified mail, return receipt requested, to the last recorded address of the employee. Unless such notice of recall is issued prior to the effective date of the layoff, such employee shall notify the Superintendent within ten (10) days of receipt of the notice of recall of his/her intention to accept or reject re-employment. A laid-off employee accepting such re-employment may not be required to begin work earlier than ten (10) days from the date of such acceptance. Neither acceptance nor rejection of an offer of employment in a lesser position than the employee held at the time of layoff shall operate to remove the employee from the reduction in force list.

- c. The right of recall shall be forfeited by the employee should he or she (1) waive his or her recall rights in writing, (2) fail to accept recall as provided herein, or (3) fail to report for work for a position which he or she has accepted within ten (10) days after acceptance, unless prevented from doing so because of illness, injury or other extenuating circumstances prevent the employee from reporting to work. He/she shall promptly notify the Board of the reasons for the delay in reporting to work and the date when he/she will report to work. No contract shall be issued until the employee reports to work. If any of the above conditions (1) to (3) occur, the offer of employment shall be withdrawn by the Board.
- d. The period of recall shall continue for three (3) years from the date of layoff.

7. Transfers When RIF Exists

Notwithstanding the provisions of Article VII regarding transfer, a qualified employee on the reduction in force list shall be offered re-employment to a vacant position before an active senior employee may be transferred to such position if the transfer would deny re-employment to the employee on the reduction in force list.

8. Fringe Benefits During Layoff

The Board shall notify the employee of his/her COBRA rights at the time of a layoff, under which the Board shall continue to provide, at the employee's expense, all employee insurance programs to the employee on layoff status for eighteen (18) months from the date the layoff becomes effective.

However, the Board shall continue to pay for and provide all employee insurance programs to the employee on layoff status for thirty (30) days from the date the layoff becomes effective, or through the months of June, July, and August in the case of an employee laid off effective at the end of the school year, unless or until the employee first obtains insurance coverage independently or in new employment, whichever occurs sooner.

9. Substituting During Layoff

An employee on layoff status shall be given preference by seniority to substitute for an absent employee on a day-to-day basis, but such substitute service or the refusal thereof shall not be construed by the Board to seek ineligibility for unemployment compensation for such employee.

10. Unemployment Compensation

The Board shall take no action to cause the denial of unemployment compensation to the employee without justification.

11. Continuing Contract Precedence

A continuing contract has precedence over a limited contract with all other factors being equal among the employees involved.

12. Supercede Statutory Rights

These layoff and recall sections supercede the employee's statutory rights.

E. Bargaining Unit Work/Subcontracting

Except as specifically provided below or otherwise mutually agreed, the Board shall enter no agreement with a private concern or entity or any individual, nor with another governmental unit, to provide services that ordinarily have been provided or are being provided or are duties and responsibilities within an employee's job description. The parties agree that it is mutually beneficial to have employees perform such duties and responsibilities.

Notwithstanding the foregoing, the Board retains the right to utilize outside services that are not or have not been performed ordinarily by employees. In addition, the Board may also utilize outside services that are being or have been performed ordinarily by employees for: (1) capital improvements and construction and/or (2) major renovation and/or (3) major maintenance projects. Prior to subcontracting any such outside services, the Board will notify RHEA at least sixty (60) workdays in advance.

Volunteers

Except as practiced traditionally in the schools, and/or for the purpose of providing minimal assistance with special short-term projects requiring no more than thirty (30) days for a group to complete, bargaining unit work shall not be performed by volunteers nor be assigned to non-employees, unless no employee is available for or agrees to accept such work.

F. Job Descriptions

1. Each job description existing at the time of negotiation of this Agreement for any bargaining unit position, supplemental pay position, or other position in the bargaining unit shall be found in a binder at the Board's office and duplicated in a binder provided by the Board to the RHEA President and updated concurrently with all subsequent changes.

2. Any meeting required by this provision shall occur at no additional cost to the District. Within sixty (60) days of the date this Agreement is signed, RHEA and Board representatives shall meet to review and revise such job descriptions for existing bargaining unit positions and to establish job descriptions where none exists. The Board shall have the right to establish new bargaining unit positions and the basic purpose for those positions. Whenever the Board establishes a new bargaining unit position, the parties shall meet in advance and mutually fully discuss the proposed job description for the new position as well as the reasons for establishing the new position.
3. All job descriptions shall contain the following: (1) the job title, (2) the job title of the immediate supervisor; (3) the length of the regular work day (hours) and work year (workdays), or the length of the season or other applicable period of time, for the position; (4) the general minimum and relevant qualifications considered necessary for the position; and (5) a list of the job functions, duties, and responsibilities. The qualifications section shall include, but not be limited to, the following statement: "Possesses the ability and skills necessary to accomplish effectively the job duties, functions, and responsibilities listed below."

G. Personal Freedom

The private life of an employee is not within the appropriate concern or attention of the Board except as it may directly prevent the employee from properly performing his/her assigned functions during the workday.

H. Probationary Employees

All classified employees shall be probationary until the completion of ninety (90) days of service with the District. A probationary employee may be discharged at the discretion of the employer without resort to grievance procedure.

I. Involuntary Transfer

Any involuntary transfer from building to building shall be with preference to seniority when qualifications are essentially equal between or among employees who may be transferred.

J. Discipline of Employees

No employee shall be disciplined or deprived of any professional benefits without just cause. No employee shall be publicly reprimanded. If disciplinary action is warranted, the following procedures will be followed. For first offense situations and any subsequent offenses where such action is deemed appropriate, an oral warning will be issued at a conference held for that purpose. Subsequent offenses of the same type may subject the employee to letters of reprimand. Subsequent offenses of a different type will normally be preceded by an oral warning unless the employee is repetitively in violation

of established rules and/or practices in which case a letter of reprimand may be issued directly. Offenses occurring subsequent to the issuance of a letter of reprimand shall be dealt with by the administration as may be deemed appropriate. For offenses of a serious nature, immediate corrective action may be taken up to and including termination of services. However, the severity of any disciplinary action shall be commensurate to the offense. An employee shall have the right to a representative of his/her choice at any conference which may reasonably be expected to lead to disciplinary action.

Although it is management's prerogative to initiate disciplinary action, an employee who disagrees with the disciplinary action shall submit a grievance directly to Step 3 of the grievance procedure.

K. Access to Personnel Files

There shall be no more than one (1) personnel file maintained for each employee. The personnel file will be maintained in the Office of the Superintendent. An employee's immediate supervisor may maintain a temporary personnel file which may include only evaluation documents for evaluations in progress or other working documents. All documents in such temporary personnel file shall be placed in the official personnel file or destroyed no later than the end of the school year. Employees shall have the right to have access to their personnel files in the presence of the Superintendent at a mutually convenient time during the normal work day, providing this does not interfere with the employee's assigned duties. Materials in the file must be job related, and the employee shall have the right to place a written response in the file to any material contained therein. A copy of any material placed in the file shall be provided to the employee. An employee may request in writing that materials be removed for good reason from his/her personnel file, and the written request shall state said reasons. Such a request will be given consideration and the Superintendent retains the sole discretion as to whether the material shall be removed or shall remain in the personnel file, provided that such discretion will not be exercised in an arbitrary, capricious, or discriminatory fashion. An employee shall be entitled to copy his/her file at a nominal fee. The administration will notify the employee of a request to view or copy the employee's personnel file or other public record pertinent to the employee by anyone, other than authorized school personnel, within two (2) workdays of the request. Only information that is defined as a "public record" according to Section 149.43 of the Ohio Revised Code will be disclosed. The employee and/or the employee's representative shall be provided with a copy of any information for the party requesting access of disclosure. The employee's personnel file shall not include any records of corrective action taken longer than the past twenty-one (21) working months for classified employees or thirty-six (36) months for certificated employees.

L. Complaint Procedure

1. Complaints against any employee shall be handled through the established chain of command. The complaint shall be referred to the immediate supervisor. If not

resolved at the immediate supervisor level, the problem shall be referred to the Superintendent and finally to the Board if resolution has not been achieved.

2. No complaint shall be recorded, restated, or used as the basis for any personnel decision without first identifying the source substantiating the complaint, and providing the employee with the right to confront the accuser. Before the Superintendent determines to make a student complaint a matter of record, the employee shall have the right to hear and rebut the accusations. The employee may request a meeting with the student which shall include the right of the student to be accompanied by the student's parent or guardian at such meeting. This provision shall not apply in circumstances of alleged physical abuse or sexual abuse or harassment.

### ARTICLE VIII – EMPLOYMENT CONDITIONS

#### A. School Calendar

1. Prior to the adoption of a school calendar, the Superintendent shall contact RHEA's President. Discussion of the calendar may be referred at the request of RHEA's President to the employee relations meetings. RHEA's input is welcomed and changes will be made if possible. However, interdependence of other school districts must be taken into consideration when developing the calendar.
2. The school calendar shall consist of one hundred eighty-five (185) days. Five (5) of those days shall be as follows:
  - a. Two (2) days at the beginning of each school year prior to the arrival of students which shall consist of a maximum of one and one half (1-1/2) day for administrative meetings and a minimum of one half (1/2) day to be used as a certificated employee workday. The first day shall be professional development for certified staff and the one half (1/2) day shall be administrative meetings.
  - b. One (1) day between semesters and one (1) day at the end of the school year will be a certified employee records/work days.
  - c. One (1) day which will be NEOEA Day. NEOEA Day shall be scheduled as a District-sponsored certificated employee professional development day with certificated employees required to be in attendance.
3. Each certificated employee shall receive a copy of the school calendar for the coming year prior to the conclusion of the current school year. Once published, the calendar shall not be altered except for emergency closings in compliance

with minimum school year regulations as set forth in Revised Code Section 3313.48.

B. Employee Work Schedules

1. Certificated Employees

a. Contractual Days

Each certificated employee's contract shall state that employment is for one hundred eighty-five (185) days and shall stipulate the beginning and ending date of said contract. If for any reason, the one hundred eighty-five (185) contractual days have not been fulfilled by the ending day stated in the contract, then the contract shall automatically be extended for the number of days required to fulfill the contractual obligation. The only exception to the aforementioned contract extension shall be for emergency closing in compliance with minimum school year regulations as set forth in Revised Code Sections 3313.48, 3313.481, 3313.482, 3313.484, and 3317.01.

b. Teacher Day

1. Elementary teachers (Grades K-5) shall have at least forty-five (45) minutes of preparation time included in their daily schedule or an average of at least two hundred and twenty-five (225) minutes per week in addition to time in the morning before the arrival of students and time in the afternoon following the dismissal of students.

2. Middle School Team Teaching – As long as the middle school team teaching program is in existence, every reasonable attempt will be made to provide members of the teams with a common, daily team meeting period. This is in addition to the teacher's normal planning period.

This common daily planning period will be limited to math, science, social studies, and language arts teachers.

A teacher serving on two teams cannot have a common planning period with both teams.

3. Secondary teachers (Grades 6-12) shall have teaching and duty assignments that allow for lunch and planning period(s) each day based on the number of periods in the school day as provided below:

8-Period Day Schedule:

6 Teaching/Duty

1 Planning

1 Lunch

No secondary teacher shall be assigned more than six (6) teaching assignments. The teachers' hours must be on file in the Principal's office. Anyone seeking to deviate from the schedule on file must notify the Principal.

Notwithstanding the foregoing provisions, if the Board makes changes in the scheduling system within the same eight (8) hour workday, e.g. block scheduling or module scheduling after reasonable advance notice to the RHEA, the foregoing teaching/duty provisions may be revised proportionally by the Board.

4. Part-time Secondary Assignment

Part-time Secondary Assignments: Salary and benefits will be pro-rated according to the number of teaching and duty periods assigned, excluding lunch. Preparations periods will be assigned to those working at least a half-day or more. The purpose of the part-time secondary assignment is to provide more flexibility in the scheduling of part-time members of the bargaining unit. Anything greater than the above shall be assigned a schedule in accordance with section 4 above.

An example of how salary and benefits will be pro-rated according to the present number of periods per day:

<u>Assignment</u>		<u>Salary &amp; Benefit Fraction</u>
1 Teaching	)	1/8 Salary & 1/8 Benefits
2 Teaching/Duty	)	1/4 Salary & 1/4 Benefits
2 Teaching/Duty	)	3/8 Salary & 3/8 Benefits
1 Prep	)	
3 Teaching/Duty	)	1/2 Salary & 1/2 Benefits
1 Prep	)	

4 Teaching/Duty ) 5/8 Salary & 5/8 Benefits  
1 Prep )

5 Teaching Duty ) 3/4 Salary & 3/4 Benefits  
1 Prep )

5. a. Elementary Teachers Professional Day

The required elementary teacher day shall be seven (7) hours and fifteen (15) minutes. The elementary day shall begin at 8:15 a.m. and end at 3:30 p.m.

b. Secondary Teachers Professional Day

The secondary certificated employee day will be seven (7) hours and forty (40) minutes, from 7:20 a.m. to 3:00 p.m. Each certificated secondary employee will be in the building fifteen (15) minutes before the start of the student day.

6. Homeroom, or duty comparable to homeroom, may be assigned to any full-time teacher. Lack of homeroom, or duty comparable to homeroom, shall not affect a teacher's salary or benefits.

7. All reasonable efforts will be made to achieve a schedule wherein no teacher has four or more distinctly different academic and/or science laboratory course preparations per day. For the purposes of this Agreement, academic courses are defined as those taught in the following departments: English, Math, Science, Social Studies, and Foreign Language. Distinctly different academic course preparations are those whose content and subject objectives are substantially different.

8. Preparation periods shall be considered unassigned time (free from required pupil contact) that is to be used for professional purposes connected with the certificated employee's school-related duties.

9. Elementary certificated employees shall not be required to supervise students' lunch periods nor be assigned to recess or other student supervision periods connected with students' lunch period.

10. The starting and ending times of the certificated employee day may be adjusted providing the following conditions are met:

- a. Any change is implemented as of the beginning of a school year.
- b. Certificated employees are notified by August 1, preceding the beginning of any school year in which a change is implemented.
- c. The certificated employee workday shall coincide with the hours listed in #5.
- d. Any change shall not result in a lengthening of the certificated employee day, except for the following situation:
  - (1) Teachers whose presence is necessary for IEP and IAT meetings that extend beyond the contractual day shall be compensated at the rate of Twenty Dollars (\$20.00) per hour.

2. Classified Employees

Classified employee work schedules shall be as described below for each classification.

a. Cafeteria

The cafeteria employee will work according to scheduled hours. The cafeteria employee will receive a ½ hour unpaid lunch as required by law. A cafeteria employee will work the same number of days students are in school. Total paid days are equivalent to days students are in school (178) days plus nine (9) paid holidays.

b. Assistant Librarian

The workday consists of eight (8) hours, plus ½ hour unpaid lunch. Total paid days: 195 days plus nine (9) holidays for a total of 204 days.

Middle School Librarian Assistant: Seven and one-half (7-1/2) hour workday, plus ½ hour unpaid lunch for 185 workdays plus nine (9) holidays for 194 days total.

c. Library Aide

Total paid days: 183 plus nine (9) holidays for a total of 192 days.

High School/Middle School Aide work day consists eight (8) hours, plus ½ hour unpaid lunch.

Elementary School Aide work day to be assigned.

d. Non-instructional Aide

Non-Instructional Aides shall be paid on an hourly basis for all days that students are in school (178) days plus nine (9) paid holidays. The minimum workday shall be two (2) hours, when required to report to work.

e. Instructional Aide

Except for the current employee, Instructional Aides shall be paid on an hourly basis as needed. The minimum workday shall be four (4) hours, when required to report to work.

f. Secretary

The secretary shall work a minimum of 206 days per year, plus nine (9) paid holidays. The regular workday shall be eight (8) hours plus one-half hour unpaid lunch.

g. High School Secretary

The High School Secretary shall work a minimum of two-hundred sixty (260/261) days per year but may take off, without pay, the same days that Board office secretaries are not working, plus thirteen (13) paid holidays. The regular workday shall be eight (8) hours plus one-half hour unpaid lunch.

h. Maintenance, Bus Mechanic, Custodial; Grounds and Cleaner

A minimum of two-hundred sixty (260/261) days per year, plus thirteen (13) paid holidays. The regular workday shall be eight (8) hours plus one-half hour unpaid lunch.

i. Bus Driver

A bus driver shall work a minimum of one hundred seventy-eight (178) days per year, plus nine (9) paid holidays. The minimum workday shall be four (4) hours.

3. Regular Work Week

The regular work week for all employees shall be Monday through Friday.

4. Breaks

Classified supervisors shall schedule classified employees for fifteen (15) minute breaks during approximately the mid-point of each four (4) hours worked. Such breaks may be interrupted in the event of an emergency.

C. Duty-free Lunch

All employees employed for four (4) consecutive hours or longer will have a duty-free lunch period of at least thirty (30) minutes within the regular workday. The lunch period shall be with pay for certificated employees and without pay for classified employees.

D. Certificated Employee Attendance

Each certificated employee shall be required to check in or out each day in compliance with the established building procedures. Each time a certificated employee enters the building on a day other than one of the contractual days, he/she should notify the building principal or his/her secretary of his/her presence, approximate number of persons accompanying him/her and the purpose for the visit. In the absence of the building principal, the Superintendent or his/her secretary should be notified.

E. Class Size

The Board and the administration will make a reasonable effort to maintain a maximum class size of twenty-five (25) K-3, twenty-eight (28) 4-12, and seventy-five (75) for secondary study halls, financial circumstances and available facilities permitting.

F. School Related Meetings

Both the Board and the RHEA encourage attendance by certificated employees at school-related activities. School related activities shall be defined as Board meetings, athletic events, school plays, science fair, or any other school related event, or Board activity.

G. Teacher-Parent Communications

Certificated employees recognize that they have a responsibility to communicate with parents regarding the certificated employee's students. Certificated employees who wish to communicate with parents through the mail shall have available to them reasonable secretarial services through the school office, which shall mail school-related information to parents at Board expense. In addition, certificated employees have an obligation to make themselves available for parent-teacher (certificated employee) conferences at any time during the workday (administrators shall encourage parents to make appointments

directly with the certificated employee in advance); if the parent cannot meet during the certificated employees workday, the certificated employee shall be obligated to meet at a reasonable time outside the workday by arrangements made between the certificated employees and parent.

H. Disbursement of Medication

Employees shall not be required to dispense, nor be responsible for dispensing medication to students. In the case of an emergency, the employee will assist a student when possible.

I. Calamity Days

Classified employees told they do not need to report to work due to a calamity day shall be paid their appropriate rate of pay for all days, or part of a day, when the school in which he/she assigned is closed. A classified employee who works on a calamity day shall be compensated at one and one-half (1.5) times his/her regular hourly rate of pay for all hours worked in addition to regular pay. When school is closed due to inclement weather, maintenance personnel are required to work, unless advised otherwise. Calamity days shall be counted as days worked for the purpose of determining accumulation of hours for overtime payment.

J. Transportation Employees

1. Bus Equipment

Drivers shall be responsible for the security of fire extinguishers, flares, and first aid kits in their assigned bus.

2. Bus Maintenance Work Orders

Maintenance work orders for repairs to buses will be completed in triplicate by the driver, with one copy retained by the driver. Upon completion of the work, the mechanic will sign two (2) copies.

3. Trips

a. Eligibility for athletic trips and field trips (trips) shall be limited to regular bus drivers. A regular driver, for this purpose, shall be defined as a driver who drives either a morning or afternoon run, or both, on a daily basis. A driver who holds an additional position or responsibility in the district is eligible for placement on the trip rotation.

b. New drivers shall qualify for trips after a service period of ninety (90) calendar days.

- c. The supervisor will offer trips among the eligible regular bus drivers on a rotating basis by seniority. A trip rotation roster, containing a record of each employee, the day of the trip, and the number of hours worked shall be maintained by the immediate supervisor and shall be available to the driver upon request.
- d. The rate of pay for all trips shall be the driver's regular hourly rate. Sunday trips and those on the actual holiday defined as the nine holidays in Article XII, will be paid at one and one-half times a driver's hourly rate.
- e. All drivers will be guaranteed two (2) hours pay for any trip which is canceled after the employee reports, if such driver, or designee, has contacted the transportation office two (2) hours before the trip on weekdays to determine if the field trip is still scheduled.
- f. Trips will be scheduled and assigned to regular drivers at least five (5) days in advance of the scheduled trip date whenever possible. Less notice may be given due to scheduling changes required as a result of circumstances over which the local administration has no control.

4. Extended Vacation Driving Rate

Drivers shall receive fifty cents (\$.50) per hour additional for driving during the Thanksgiving recess, the Christmas recess, during the Spring recess, and during the summer recess.

5. Kindergarten and Vocational Education/Career Technical Runs

- a. Kindergarten runs shall be a minimum of one and one-half (1-1/2) hours from storage to storage.
- b. Vocational education/career technical runs shall be one (1) hour per school.

6. Early Dismissals

On days when students are dismissed early due to a calamity, or for an in-service day, drivers will be compensated for their normal daily hours.

7. Route List

When routes are established or changed the Transportation Supervisor will supply the RHEA President a list of drivers and their normal daily hours.

8. Seniority List

- a. A driver seniority list shall be established for assignment of buses and for establishment of a trip rotation list. Trips shall be assigned according to rotation. However, if a driver is unable to take a trip when his/her name comes up in rotation, that driver shall not be eligible again until his/her name comes up again in the rotation order.
- b. The assignment of all regular routes, kindergarten routes, and vocational education/career technical routes shall be with preference to seniority. The Transportation Supervisor shall retain final discretion to make route assignments, provided that such discretion shall not be exercised in a manner that is arbitrary, capricious, or discriminatory.

9. New Equipment

New equipment will be assigned with preference given to seniority after all other factors are taken into consideration such as routes, handicap bus, etc.

10. Student List

Each bus driver will be given a set of emergency cards for students riding the bus. These cards will contain information needed for emergencies. These cards will have serious illnesses noted so that drivers will have sufficient information should an emergency arise.

11. Bus Driver Training Period Rate of Pay

Any driver who is required, or directed, to take an inservice training course by the district beyond the pre-service or basic course, will be paid their current rate of pay for the number of hours allotted for the course or training period.

- a. Should a new driver be required to take the preservice course after they have begun driving for the district, the driver will only be compensated for the hours for which they normally would have been paid for driving.
- b. Should a driver take inservice beyond the preservice course on scheduled work days, the driver will be paid for hours beyond the regularly scheduled hours up to the allotted limits.

The district will only pay for the allotted number of hours of prescribed training. Thus, a driver, due to their own abilities, who takes longer to complete the course, will only be paid for the allotted number of hours. Payment for inservice, as stipulated above, will only be made upon successful completion of the training and submission of written verification of successful completion to the office of the Superintendent.

12. Run Prior to School Year

Drivers will be paid for two hours to run their route in a bus prior to school year.

13. Certified Trainer Rate of Pay

Certified trainers shall receive an additional fifty cents (\$.50) per hour while training new drivers, a minimum of eight (8) hours.

14. Driver Abstracts and Licensing

The Board shall be responsible, including cost, for obtaining all driver abstracts from the State of Ohio. The cost of the testing, including, but not limited to, physical and hearing examinations, required by the State of Ohio to secure licensing for drivers shall be paid by the Board. The time required for such testing shall be considered working hours with pay with a one (1) hour minimum for the physical examination and a one-half (1/2) hour minimum for the hearing examination. There will only be a one time payment for the Skill Test for all employees.

15. First Aid and CPR

Each driver shall be responsible for taking and passing, at Board expense, a standard course in first aid and CPR.

16. Summer Camp

- a. Drivers shall be selected by seniority for summer camp assignments.
- b. Pay for pick-up, drop-off, field trips, shall be paid at the driver's regular rate of pay.

17. Bus Cleaning

Drivers, at their option individually, shall be paid their daily rate of pay for cleaning busses at school year end, four (4) hours maximum for a sixty-five (65) passenger bus, three (3) hours maximum for a forty-seven (47) passenger bus, and two (2) hours maximum for smaller busses. The Board shall post as extra work summer bus cleaning for the hours cited above at the rate paid at Step O of the Bus Driver pay scale for the buses of any drivers who opt not to clean them.

18. Bus Evacuation Drills

The Board shall provide and set aside time in the school calendar during the days the students are in attendance for bus evacuation drills. The driver shall be in attendance to supervise his/her vehicle and instruct passengers.

19. Alcohol and Controlled Substances Testing

Alcohol and Controlled Substances Testing will be conducted in accordance with the procedures found in Appendix E of this Agreement. Random drug and alcohol testing of bus drivers will not be scheduled during the Winter Break, Spring Break, nor Summer Break, unless the driver is scheduled to work during the break. Drivers will be paid for the time and mileage for drug testing.

20. Bus Driver Meetings

Attendance at meetings, outside normal working hours, is part of the professional responsibility of bus driver employees. Employees will be paid their regular hourly rate of attendance.

K. Drinking Water

Reasonable access to chilled drinking water will be provided to all employees.

L. Facilities

Responsibility for maintenance and repair of facilities rests with the Board and the Administration. Every effort shall be made, within the limits of manpower and resources, to deal with repairs and maintenance as promptly as possible.

**ARTICLE IX – STUDENT DISCIPLINE**

- A. The Board shall provide reasonable support to employees, including training as appropriate, with respect to student discipline. All employees shall be provided with a copy of the Board adopted student discipline policy. Employees shall be notified of the individual who should be contacted in cases of emergency in the absence of the building principal.
- B. The responsibility for the maintenance of proper discipline and order is recognized as being the shared responsibility of certificated employees and the building principal. Certificated employees should make contact with the home, as appropriate, to resolve the problem before sending the student to the principal's office.
- C. Referrals shall be in writing on forms provided by the administration, shall state the reasons for the referral, and shall be provided to the principal at the time the student is

sent to the principal's office or as soon thereafter as possible. The principal shall provide to the employee the disposition of the referral, in writing, indicating the discipline imposed, and the consequences to the student if the behavior recurs. The principal will provide the disposition form to the employee prior to the student returning to the certificated employee's classroom, the school bus, or as soon as possible after the student returns.

## **ARTICLE X – PROFESSIONAL DEVELOPMENT PLAN**

### **A. Professional Development Plan**

1. The objective of this Plan is to promote development of certificated employees.

2. The Plan:

The certificated employee creates a Plan for his/her own professional development and files it with the immediate supervisor.

3. Procedures for participation: Proposals may be submitted as early as August 15 but not later than October 15.

4. Each certificated employee who submits an acceptable Plan will be budgeted \$200.

5. These funds will be used by the certificated employee for the purchase of supplementary classroom materials, rewards for students, supplementary books, and other such items or services that are professionally appropriate. Certificated employees will complete a purchase order at the time they submit the proposal and will turn in receipts by January 15<sup>th</sup> for the first semester and June 1<sup>st</sup> for the second semester. Payments to certificated employees will be made prior to January 30<sup>th</sup> and prior to June 15<sup>th</sup>.

### **B. Local Professional Development Committee**

1. A five (5) member Local Professional Development Committee (LPDC) shall be established for the purpose of preparing for full implementation of 3319.22 ORC. A majority of the members of the LPDC shall be practicing certificated employees appointed by the RHEA President.

2. The LPDC shall be empowered according to law and determine its own structure, plans and criteria for approval of individual professional development plans, related in-service plans for employees and any other requirements. The LPDC shall conduct its work either by means of paid release time (use determined by the LPDC) or compensation at the hourly rate equal to .0008 of the Year 0 step of the BA column of the Certificated Employee Salary Schedule found at Appendix I-1

of this Agreement for work beyond the normal work day or work year. At the close of each school year, the LPDC shall submit a report of its activities, structure and plans to the Board and to the RHEA for evaluation.

3. The LPDC will be appointed to staggered two-year terms as follows:

Term 1	Certificated employee A and C Administrator A
Term 2	Teacher B Administrator B

Members may serve consecutive terms if appointed by the RHEA President or the Superintendent, respectively. The RHEA President shall appoint replacement members in the case of vacancies among certificated employee members. The Superintendent shall appoint replacement members in the case of vacancies among Superintendent-appointed members.

C. Mentor Program

1. The Board shall provide an Entry Year/Mentor Program in accordance with state requirements. Each Entry Year employee will be assigned a Mentor who, with the Lead Mentor, will be paid in accordance with Appendix B, SUPPLEMENTAL PAY SCHEDULE.
2. Assignment of an employee as Mentor will be voluntary.
3. A Mentor will not be evaluated on the Praxis performance of his/her Entry Year employee.
4. All evaluative information exchanged between the Mentor and Entry Year Employee will be confidential and will not be included in the entry year employee's evaluation.

D. In-District Professional Development

1. Professional Development will take place one ~~float~~ day prior to the start of each school year, to be determined annually within the district calendar. NEOEA shall also be scheduled as an in-district professional development day.
2. PLC (Professional Learning Community) meetings will be scheduled every Wednesday at each building. The Elementary building will be from 2:30 p.m. to 3:30 p.m. The Middle School and High School buildings will be from 1:45 p.m. to 3:00 p.m. The PLC meeting scheduled the first Wednesday of each month shall be designated for District directed professional development. PLC time can

be used for teacher collaboration, student tutoring, make-up days for student academic work as deemed necessary, and data reviews.

3. The content of the district professional development shall be determined by a committee consisting of two administrators, two certified staff members per building and one classified staff member. RHEA shall select the certified and classified staff members of the committee.

An established agenda may be over-ridden for mandates determined on national, state or local levels.

## **ARTICLE XI – COMPENSATION AND FRINGE BENEFITS**

### **A. Employee Salary Schedules**

The employee salary schedules for the duration of this Agreement will be found in Appendix I.

All salary considerations for district hires and in-district promotions shall take into account the following factors:

1. Competitive wage for similar position in the area (County).
2. Candidate's experience, educational background, and certification.
3. Equity of salary within the district's salary structure.

Any salary not meeting the above factors and believed to be an aberration, shall be subject to grievance as outlined in Article IV.

Effective the first workday of the 2012-2013 school year, all members of the bargaining unit shall be paid the same salary at the same step as their salary schedule placement for the 2011-2012 school year, which reflects no increase on the base over the prior year. This "freeze" shall be in effect through the duration of this Agreement. Further, any increase in the base and any future salary step advancement discussions for any Agreement after this Agreement shall occur only by agreement of both parties. This means all salaries will remain frozen until a base increase or step or column move is authorized by agreement of both parties.

### **B. Salaries and Benefits**

1. Employees shall be paid according to the applicable provision(s) salary schedules and benefit provisions included in this Agreement. Any certificated employee who is authorized by the Superintendent to work in excess of one hundred eighty-five (185) days) shall be compensated at his/her per diem rate of pay except as otherwise specifically provided in this Agreement or by the Supplemental Salary Schedule.

2. The operation of the certificated employee salary schedule shall be controlled by the following provisions:
  - a. All hours beyond the bachelor's degree are figured in semester hours. Quarter hours are translated to semester hours by multiplying the quarter hours by a fraction of two-thirds (2/3). Hours shall be graduate hours.
  - b. Credit shall be granted for years of teaching and military services experience as follows:
    1. military service to a maximum of five (5) years
    2. teaching to a maximum of eight (8) years
      - (i) teaching in public schools
      - (ii) teaching in private schools approved by State of Ohio
    3. total credit granted for (1) and (2) shall not exceed ten (10) years.

C. Health Care Benefits

Required ACA modifications will be implemented including independent election.

1. The Board will offer and make available single or family coverage for each of the medical insurance programs as provided for by the Medical Mutual of Ohio SuperMed Plus. The insurance coverage plans [level/extent of benefits] Option 1, Option 2, and Option 3 as indicated in Appendix H-1 to H-3 will be offered. Each member will select the plan of their choice, determined by the level and extent of the insurance benefits they desire.

With the 2014-2015 school year (on or about September 15, 2014), Employees will contribute ten percent (10%) of health insurance premiums. The Board will contribute ninety percent (90%).

2. Enrollment in these programs is not automatic and it shall be the responsibility of each employee to initiate enrollment.

- a. Prescription Drugs

Prescription drugs provided under the Medical Mutual of Ohio SuperMed Plus plan shall be as follows:

<u>Prescription Drug Benefit</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
<u>Retail Supply 30 day Supply</u>			
<u>Generic Script</u>	<u>\$10 co-pay</u>	<u>\$10 co-pay</u>	<u>\$5 co-pay</u>
<u>Preferred Brand</u>	<u>\$30 co-pay</u>	<u>\$25 co-pay</u>	<u>\$20 co-pay</u>
<u>Non-Preferred Brand</u>	<u>\$50 co-pay</u>	<u>\$40 co-pay</u>	<u>\$30 co-pay</u>
<u>Mail Order: 90 day Supply</u>			
<u>Generic Script</u>	<u>\$20 co-pay</u>	<u>\$20 co-pay</u>	<u>\$10 co-pay</u>
<u>Preferred Brand</u>	<u>\$60 co-pay</u>	<u>\$50 co-pay</u>	<u>\$40 co-pay</u>
<u>Non-Preferred Brand</u>	<u>\$100 co-pay</u>	<u>\$80 co-pay</u>	<u>\$60 co-pay</u>

b. Dental Insurance – Schedule of Benefits

Maximum Benefit each calendar year per person for Class I, II and III Services \$2,500.00

Lifetime Maximum for Orthodontic Services

Per person.....\$1500

Individual Deductible.....\$25.00

Family Deductible.....\$50.00

Percentages of Payment of Reasonable and Customary Charges for Covered Dental Expenses:

Class I.....100%                      Class III.....80%

Class II ..... 80%                      Class IV.....60%

Deductible applies to Class II & III

Class I = Diagnostic – general and preventive

Class II = Anesthesia, Endodontics, Periodontics, Prosthodontics – Maintenance, Oral Surgery

Class III = Restorations, Prosthodontics – Installation

Class IV = Orthodontics

c. Vision Care – Schedule of Benefits

One exam per year at UCR rate (\$85 maximum payment). In addition to the vision materials coverage provided under the Medical Mutual of Ohio plan, additional discounts will be provided on frames, glasses, contacts and other materials through participation in a vision network.

d. Life Insurance

The Board will provide \$50,000 face value life and accidental death and dismemberment for those employees working a minimum of twenty (20) hours per week. A change in carrier shall not result in a reduction in level of coverage.

3. Part-time Classified Employees Medical Coverage:

a. For employees of the Board hired prior to August 21, 2012:

The Board shall pay the full single or family coverage for each of the medical insurance coverages listed for all classified employees who work a minimum of twenty (20) hours per week and were under contract to the Board of Education prior to July 1, 1981. The Board of Education agrees to pay the following for all regular classified employees employed after July 1, 1981 subject to Section c. above.

(1) Classified employees who work a minimum of thirty (30) hours per week, the Board shall pay the complete cost for each of the medical and dental insurance coverages listed.

(2) Employees who work a minimum of twenty (20) hours per week, but less than thirty (30) hours per week, the Board shall pay as follows:

For single coverage: 95% of hospitalization and major medical

For family coverage: Single coverage plus 50% of the difference in cost between single and family coverage for hospitalization and major medical

For single or family coverage: 50% of all other elected coverages (i.e., dental, vision, prescription drug) which have been selected by the employee.

b. For part-time employees hired on or after August 21, 2012:

(1) Employees who work less than twenty-eight (28) hours per week are ineligible for Board-paid insurances.

(2) Employees who work at least twenty-eight (28) hours but less than thirty (30) hours per week will be subject to 3a(2) above.

- (3) Employees who work more than thirty (30) hours per week will be subject to 3a(1) above.

4. Plan Booklets

All covered employees shall receive copies of health care plan description booklets.

5. Change of Carrier(s)

The Board may change carrier(s) for any of the insurance programs provided that such coverage and services shall be equivalent to that provided by the present carrier(s) as of the effective date of this contract (i.e., no reduction in any coverage or in service, or the financial capacity to provide such insurance programs). If the change in carriers would result in a reduction in coverage or service, RHEA approval is required. RHEA shall be notified thirty (30) days in advance of any proposed change in carrier(s). The content of the plan benefits will remain the same (level of benefits and associated cost) in the event the carrier changes or the contract comes under the authority of a consortium.

6. Health Care Committee

A joint committee will be formed to explain cost containment measures. The committee shall meet a minimum of twice per year. The first meeting shall meet by February 1<sup>st</sup> each year and the second meeting shall be no later than June 1<sup>st</sup>. The Treasurer shall be responsible for convening these meetings. The superintendent shall choose no fewer than two (2) members of the committee and the President of the Association shall choose no fewer than two (2) members of the committee.

7. Section 125 Plan ("Cafeteria Plan")

FSA/Section 125 plan will be complied with.

- a. By October 1, 2008, the Board shall establish, a "Cafeteria Plan" that is designed to (a) allow employees who must make employee contributions for health care coverage to elect to do on a pre-tax basis, and (b) allow employees to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in paragraph 3 below. In accordance with the foregoing, any payments in lieu of insurance coverage provided by this Agreement shall be made through the Cafeteria Plan.
- b. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be

submitted at least ten (10) business days before the beginning of the plan year (October 1<sup>st</sup> through September 30<sup>th</sup>). Each employee hired after September 15<sup>th</sup> may enroll in the Section 125 Plan within his/her first sixty (60) days of employment and during his/her first year of employment only, the Section 125 Plan year will begin the first of the month following the employee's first sixty (60) days of employment and will end on the following September 30<sup>th</sup>. The Section 125 Plan may not be revoked during the current plan year (October 1<sup>st</sup> through September 30<sup>th</sup>) unless there is a change in the employee's circumstances that, in accordance with the IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraph 5 below (Forfeiture of Unused Allocations). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

c. Dependent Care FSA

- (1) Under the Cafeteria Plan, each employee will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently \$5000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.
- (2) The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October, and 24 equal installments thereafter.
- (3) No employee may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

d. Health Care FSA

- (1) Under the Cafeteria Plan, each employee will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of \$4,000 per year (exclusive of any employee contributions for health coverage), and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.

(2) The salary reduction shall be made in eighteen (18) equal installments beginning with the last pay in October, and 24 equal installments thereafter.

e. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event an employee separates from employment during a plan year with a remaining balance in the FSA account(s), the employee may contribute to receive reimbursements from the account(s) through the end of that plan year.

f. The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's office and/or a third party administrator. Any administrative costs associated with a third party administrator will be offset by a service fee of \$2.50 per pay per participating employee.

8. Employees on Unpaid Leave of Absence

a. All benefits, such as sick leave, Board paid fringe benefits, and any other monetary benefits shall be suspended for all employees on unpaid leave of absence commencing with the first of month following the employee's final paycheck, unless provision is made for the employee to bear the entire premium cost of the benefit. This shall be done according to a reasonable schedule established by the Treasurer's office and failure of the employee to comply with the schedule shall terminate the employee's right to continued coverage.

b. All payments for such coverage shall be due in the office of the Board on the twentieth (20<sup>th</sup>) day of the month preceding the month of actual coverage. If payments are not received by this date, coverage shall be terminated on the last day of the current month. This provision shall apply to employees on unpaid leaves of absence as well as employees who are without jobs as a result of reductions in staff but who are awaiting recall to available openings pursuant to any procedure negotiated between the RHEA and the Board in accordance with other Articles of this Agreement.

9. Waiver of Benefits

a. Effective for the 2004-2005 school year, if an employee is eligible for and is receiving coverage under all of the insurance programs provided above, the employee may elect to withdraw from all such insurance programs under the requirements of this section. Such employee shall receive each

plan year in which he/she does not participate in any of the insurance programs one thousand dollars (\$1,000) if the withdrawal is from single coverage and two thousand dollars (\$2,000) if the withdrawal is from family coverage. This waiver program is not available to an employee whose spouse also is employed by the Board and enrolled in the insurance programs.

- b. It shall be the responsibility of the employee to notify the Treasurer by August 15 of his/her desire to discontinue coverage. The waiver payment shall be made to the employee in two (2) equal payments, the first on the payday nearest February 1 and the second on the payday nearest August 1.
- c. The employee shall provide proof of coverage from another provider or source in order to participate in this waiver program. The employee may re-enroll in District-offered insurance coverages upon providing written proof that his/her alternate source of coverage is no longer available.

D. Payroll Practices

- 1. Employees shall be paid in twenty-four (24) equal installments on the fifteenth (15<sup>th</sup>) and the thirtieth (30<sup>th</sup>), or last day of the month, whichever comes first. In the event that any regularly scheduled pay day is not a regularly scheduled work day, employees shall be paid on the work day immediately preceding the fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) or the last day of the month. Upon written authorization of the employee to the Treasurer, the payroll check of an employee may be deposited directly into an account in a financial institution designated by the employee. The payroll checks of new employees will be deposited directly into an account in a financial institution designated by the employee.

Employees working second shift shall receive their paychecks at the end of their workshift the last day before regular pay day, except during vacation periods when checks will be mailed or direct deposited. When the employee is working first shift, the employee will be issued the paycheck by their supervisor unless the check has been direct deposited.

2. Payroll Deductions

Payroll deductions shall be those mandated by federal, state, or local laws plus those authorized by the employee as follows:

Health Care Coverages: Employees may subscribe to any health care coverages negotiated as part of this Agreement and the employee's portion of premiums due, if any, shall be deducted from each pay on equal basis.

Health and Accident Insurance: Subscription is voluntary but available only by payroll deduction.

Credit Union: The Cardinal Community Credit Union operates as a service organization to all employees. Payroll deduction is available for automatic savings and/or loan repayments.

Tax Sheltered Annuities: As provided by law.

U.S. Savings Bonds, Ohio Tuition Trust Authority.

PAC: As provided by law.

3. SERS/STRS Automatic Pickup Procedure

a. SERS Automatic Pickup Procedure

The Board will establish a procedure for the automatic pickup of the classified employee's portion of the retirement system contribution through the salary reduction/restatement method. Effective with the first full payroll following ratification of this Agreement, the Board will not deduct federal or state taxes on the amount of the employee's contribution to the S.E.R.S., with appropriate notation made on the W-2 forms. This procedure will be applied uniformly to all classified employees. Severance pay, overtime pay, salary adjustments and all other matters shall be based on the published salary schedule.

b. STRS Automatic Pickup Procedure

In accordance with S.T.R.S. Bulletin to Employers dated December 1983 and identified as Vol. 1, No. 2A, the Board will establish a procedure for the automatic pick-up of the certificated employee's portion of the Retirement System contribution through the salary reduction/reinstatement method. Effective with the first full payroll period following ratification of this Agreement, the Board will not deduct federal or state taxes on the amount of the employee's contribution to the S.T.R.S., with appropriate notation made on the W-2 forms. This procedure shall be applied uniformly to all teachers. Severance pay, supplemental salaries and index and all other matters shall be based on the published salary schedule.

E. Certificated Employee Horizontal Salary Schedule Moves

It is the teacher's responsibility to present to the Superintendent's office transcripts of all academic work completed, along with a written statement that the teacher believes the work qualifies him/her for a specific advancement on the salary schedule. All transcripts must be submitted to the Treasurer prior to the beginning of the new school year.

F. Severance Pay

1. Upon retirement, as defined herein, any employee who works regularly each week on a permanent part-time basis or on a full-time basis with the Board may elect at the time of their retirement to be paid a sum, computed on total accumulated and unused sick leave, with a maximum of two-hundred twenty (220) sick leave days, in accordance with the following scale:

<u>Years of Experience in Richmond Heights</u>	<u>Percentage of Total Accumulated Sick Leave</u>
5-9	12-1/2%
10 or more	25%

2. Severance pay shall be computed on the employee's current per diem rate of pay exclusive of supplemental contracts, extended service, overtime service, overtime or any other extra compensation.
3. An employee may receive severance pay only once from the District. Retirement shall mean eligibility for benefits from STRS or SERS and actual retirement from the District, except that in the case of an employee with twenty (20) or more years recognized salary schedule experience by the District, an employee shall be eligible for this benefit upon retirement as defined herein or termination of full-time employment with the District for any reason whatsoever. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.
4. Severance payments shall be paid by separate check upon fulfillment of the following conditions:
  - a. The employee should notify the Superintendent, in writing, approximately forty-five (45) days prior to the first day of retirement.
  - b. The employee must present satisfactory evidence to the Treasurer that retirement is effective. The Treasurer will issue, or cause to be issued, a lump sum severance paycheck to the retired employee within fifteen (15) to thirty (30) days thereafter, or as provided by the IRS regulations.
  - c. Any exception to these rules and regulations must be recommended by the Superintendent to the Board of Education.

G. Supplemental Schedules and Information

1. The RHEA and the Board encourage certificated employees to attend, participate and serve as coaches and advisors. However, acceptance or rejection of extra-curricular duties shall not be a consideration in the assignment, reassignment, transfer, evaluation, promotion, hiring, or retention of a certificated employee. The schedule of supplementary salaries shall be used to compensate appointed personnel for their responsibilities and shall be found at Appendix B of this Agreement.
2. All supplemental positions shall have job descriptions developed by the Superintendent. Job descriptions shall set forth fully and explicitly the duties to be performed.
3. Supplemental salaries shall be paid according to one of the three (3) following payment plans.
  - a. Twenty-four (24) equal installments (for activities which are essentially year-round activities).
  - b. All other supplementals will be paid at the conclusion of the service. Pay shall be in the send pay after the full completion of all required duties.
4. If a new supplemental salary position is proposed, the Superintendent will forward to the President of RHEA a job description and the proposed compensation. The proposed compensation shall be based upon the criteria used for the determination of Supplemental Salaries. Should the Superintendent and the RHEA be unable to agree, the matter shall be considered at Step 4 (Arbitration) of the grievance procedure. These procedures shall be expedited by all parties and the activity may be commenced and the outcome of any arbitration award will be made effective as of the first day of the activity. Supplemental contracts shall be issued in advance of the commencement of the activity and, if an alteration in existing position is made after the issuance of the limited contract but prior to commencement, it shall not result in a decrease in pay unless the reason for the decrease is beyond the control of the board.

H. Payment for Period Substitution

1. Certificated employees will be asked to substitute for an absent teacher only when a qualified substitute cannot be found, or when the absence is for less than one-half (1/2) day.
2. If a certificated employee is called upon to substitute during a period normally unassigned, that certificated employee will be paid at the hourly rate based on the Year 0 step of the BA column of the certificated employee salary schedule per period or fraction thereof. Voluntary substitutions arranged between equally

qualified employees (with the approval of the building principal) will not be compensated.

3. When a certificated employee is requested to take additional students when another certificated employee is absent and a substitute is not obtained, the employee shall be compensated at the hourly rate based on the Year 0 step of the BA column of the certificated employee salary schedule per hour during the time of assuming the additional students. When such additional class of students is shared by more than one teacher, the compensation shall be shared proportionately by the employees. An elementary teacher who retains his/her own students because of the absence of an art, music, library, or physical education teacher shall receive additional compensation at the hourly rate based on the Year 0 step of the BA column of the certificated employee salary schedule per hour for such time.

I. Mileage – Job Related

1. Employees shall be reimbursed at the District mileage rate as the same may from time to time be set by the Board which shall be no less than the Board approved rate for any other school group whenever they are required to drive their own automobiles for school related business. This shall not include the employee's daily trip to and from work to fulfill daily duties.
2. Trips for which mileage is to be paid must have prior approval by the Superintendent or the Immediate Supervisor on the form provided. Forms shall be available in the school office. In emergency situations, the prior approval requirements may be waived.
3. Employees shall be reimbursed, according to Board policy, for all reasonable and actual travel expenses incurred in connection with approved school related business.

J. Curriculum Work

The rate of pay for non-released time for curriculum work shall be determined by dividing the appropriate Bachelor's degree beginning salary by one hundred eighty-six (186) days. (Effective beginning with the 2004-2005 school year, divide by one hundred eighty-five (185) days.) Summer curriculum work shall be authorized by the Superintendent and supplemental contracts shall be issued for the performance of summer curriculum work.

K. Longevity Pay

1. Certificated Employees

Certificated employees shall receive the following longevity pay:

<u>Annual Longevity</u>	<u>Combined Service</u>
\$900	17-20 years
\$1100	21-24 years
\$1300	25 years & over

In addition, certificated employees with twenty-two (22) or more years of combined service shall receive longevity pay based on their placement on the salary schedule in accordance with the following:

<u>Degree</u>	
BA+24	\$550
MA	\$950
MA+12	\$1200
MA+24	\$1300

Combined service shall consist of years of experience recognized by the District for initial salary schedule placement plus subsequent years of service in the District. If a certificated employee who qualifies for longevity pay does not complete the school year, the longevity pay shall be prorated based on the number of days actually worked.

2. Classified Employees

Classified employees who have completed their 10<sup>th</sup>, 13<sup>th</sup>, 15<sup>th</sup>, 17<sup>th</sup> and 19<sup>th</sup> year of service with the Board, shall have the longevity payment added to the last step of their respective salary schedule as follows:

10 years completed – 35 cents per hour
13 years completed – 50 cents per hour
15 years completed – 65 cents per hour
17 years completed – 80 cents per hour
19 years completed – 95 cents per hour

L. Tuition Reimbursement

The Board will compensate certificated employees for college courses taken that will qualify for advancement on the certificated salary schedule. Compensation shall be limited to \$800 for the school year. Written applications must be approved by the

Superintendent before registration of classes. The tuition reimbursement school year shall be September 1 through August 31 of each year.

M. Workers' Compensation

All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred in the course of or arising out of their employment. An injury 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. Failure on the part of the employee to file an approved employee accident form with the supervisor within three (3) working days, if he/she remains on the job, or after he/she returns to work, whichever occurs first, may result in denial of benefits due to failure to properly document the injury to the satisfaction of the Workers' Compensation hearing officer.

N. Overtime

1. Classified employees who are requested to work beyond forty (40) hours per week will be compensated at one and one-half (1-1/2) times the regular hourly rate of pay for all hours over forty (40). If the classified employee elects to take compensatory time off in lieu of overtime pay for any overtime worked, such compensatory time shall be granted by the supervisor at a time mutually convenient to the employee and the supervisor within one (1) year after the overtime is worked. A classified employee may not accrue more than two hundred and forty (240) hours of unused compensatory time for overtime hours worked. Compensatory time shall be granted at time and one-half.
2. No overtime can be paid unless it has been authorized by the immediate supervisor, principal, superintendent, or his/her designee, in advance of time worked. For the purposes of overtime, all paid holidays and scheduled vacation days shall be deemed to have been hours worked. Classified employees who are required to work on paid holidays shall be paid their holiday pay and their regular pay for hours worked.
3. In case of emergency which would result in injury to individuals or damage to the buildings, the classified employee shall take immediate action to contain the emergency, and as soon as possible, contact his/her immediate supervisor, principal, superintendent or his/her designee, to report the emergency and receive further instructions.
4. Overtime opportunities shall be offered on a rotating basis to classified employees within a classification who are qualified to do this work. Overtime shall be voluntary, unless everyone on the list has refused, then the classified employee who was up for the overtime shall be required to work the overtime. Hours will not be deliberately withheld from a scheduled forty (40) hour week to avoid overtime.

O. Boiler License Stipend

An employee hired on or after September 1, 2003, who has a valid boiler license which is required in the performance of his/her duties is eligible for an additional \$400.00 per year to be paid in two payments. Employees employed before September 1, 2003, who were receiving the boiler license stipend shall continue to receive it. A school bus mechanic who holds Automotive Service Excellence (ASE) certificates as both a school bus technician and a medium/heavy truck technician shall be paid a stipend of \$400.00 per year to be paid in two (2) payments. Stipends described in this section shall be paid in the amount of \$200.00 in the last pay of December and \$200.00 in the last pay of June.

P. Vacation

Those classified employees who work eleven (11) months or more during the year shall be granted vacation as follows:

- A. After eleven (11) months of completed service.....Two (2) weeks
- B. After seven (7) years of completed service.....Three (3) weeks
- C. After fourteen (14) years of completed service ..... Four (4) weeks

Q. Paid Holidays

The following are paid holidays for all twelve (12) month classified employees:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Day before Christmas\*
11. Christmas\*
12. Day after Christmas\*
13. Day before New Year's\*\*

\* Three days will be given annually according to which day is Christmas—to be determined by the Superintendent.

\*\* If New Year's Day should be on:  
Saturday – Thursday and Friday will be holidays

Sunday – Friday and Monday will be paid holidays

If the day before New Year's Day falls on Sunday – Friday and Monday will be paid holidays.

The following are paid holidays for all classified employees who work less than twelve (12) months:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Day

Holiday pay shall be paid based upon regularly scheduled hours worked in the day.

R. Classification Pay

1. If any regular employee is requested by the supervisor to do, and does perform work normally performed by an employee holding a higher pay classification, that such employee shall, after once accumulating three (3) days effectively performing the duties set forth in the particular job description for that classification, receive the rate of pay normally paid the higher classified employee.
2. Subject to the foregoing, an assignment as a substitute for a vacationing classified employee shall be for the duration of that employee's vacation at the higher pay rate (after meeting the three-day qualification), provided the performance of the substitute is satisfactory in the opinion of the Supervisor.

S. Report Pay

In the event a classified employee is requested by his/her immediate supervisor to report other than his/her normal schedule, he/she shall be paid a minimum of two (2) hours of pay at the applicable rate.

T. Placement on Salary Schedule

Credit not to exceed eight (8) years may be allowed by the Superintendent for previous related or similar, relevant and applicable experience for classified employees.

U. Employment/Increments

Employees shall receive annual salary notices on or before July 1 of each year. To be eligible for an increment, an employee must have been employed for one hundred twenty (120) or more workdays in the year prior to July 1.

V. Uniforms

The Board shall provide a Uniform allowance for the following classifications:

Cafeteria: \$80 each year. First year employees shall be reimbursed the sum of \$100.

Bus Drivers: \$100 every three years. Spring and winter jackets must be uniform.

Maintenance, Maintenance/Grounds and Cleaning: (Thirty (30) hours per week or more) Maximum Allowance \$275 per year.

Each classification must be uniform in color and style, as approved by the Board. A uniform is defined to be all items of apparel and shoes.

The Board shall continue to provide for the bus mechanic the same uniform and coveralls services as in effect for the 1999-2000 school year. In addition, this same service, but for uniforms only, shall be provided for a Maintenance/Grounds employee (Groundskeeper).

Itemized receipts must be provided to the Treasurer of the Board before reimbursement will be made. New employees shall receive their uniform allowance after six (6) months of employment.

W. Shift Differential

Employees assigned to work the second shift beginning after 2:30 p.m. shall be paid a premium of twenty-five cents (\$.25) per hour. The cleaner assigned to Saturday work shall be paid overtime rates only if he or she works more than forty (40) hours that week.

**ARTICLE XII – HEALTH AND SAFETY**

A. Safe and Healthful Workplace

The Board shall provide a safe and healthful workplace as required by Chapter 4167 of the Ohio Revised Code.

B. Discharge/Discrimination

An employee who believes he/she has been discharged or otherwise discriminated against by any person in violation of Section 4167.13(A) of the Ohio Revised Code may elect to pursue a grievance as the sole remedy for any such violation in accordance with Article IV of this Agreement to obtain any appropriate relief.

C. Health Examinations

1. Testing for Infectious Disease

- a. If, by reason of health screening pursuant to Article XIII (D) (2), or other valid reason to believe an employee, or any member of his/her household probably has an infectious or contagious disease or syndrome, the employee may be required to submit to an immediate medical evaluation by a public health physician and/or a medical doctor selected by the Board, at Board expense.
- b. If the initial medical determination is made that such employee has an infectious or contagious disease and, by reason thereof, an employee's job performance is substantially impaired or the employee poses a substantial risk to others, the employee shall be removed from the classroom setting until a recommendation of an Evaluation team is obtained. The Evaluation Team shall consist of the individual's primary care physician, the school physician, and a physician specializing in communicable diseases.
- c. The Superintendent shall inform the Evaluation Team of the nature of the job duties performed by the employee. The Evaluation Team shall render a report which shall be restricted to an evaluation of the employee's medical condition and shall clearly provide:
  1. A description of the employee's medical condition.
  2. Whether or not the employee's condition poses a substantial risk to others in the school environment and the rationale for the finding.
  3. Whether or not the employee's condition has substantially impaired the employee's ability to perform his/her normal work responsibilities and the rationale for the findings.
  4. The Superintendent shall determine the continued attendance or exclusion of the employee from the school premises based upon the Evaluation Team report.

5. If no infectious or contagious disease or syndrome is diagnosed, all sick leave used by the employee as a result of evaluation procedure findings, shall be reinstated.

6. Complete confidentiality shall be maintained.

2. Required Screening Tests

The Board will provide, at Board expense, such tests and examinations as may be required by law.

3. Mental and Physical Disorders

a. In the event that the Board has valid reason to believe that a mental or physical disorder is interfering with the performance of an employee's duties, the Board may require a physical examination or psychiatric examination. Examinations or tests required of any employee shall be at Board expense.

b. Confidentiality shall be maintained.

D. Drug and Tobacco-free Workplace

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

2. The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any employees or other District personnel at any time while on District property or while involved in any District-related activity or event. Any employee who violates this policy shall be subject to disciplinary action in accordance with this agreement.

3. There shall be no smoking or use of tobacco products allowed in any Board-owned building, bus, or grounds. Any employee who violates this policy shall be subject to disciplinary action in accordance with this agreement.

F. Asbestos Removal

Under no circumstances shall any employee handle or be asked to handle asbestos containing material. Such work shall be completed by properly certified hazardous materials contractors.

## ARTICLE XIII – TERM AND EFFECTS

### A. Nondiscrimination

The Board and the RHEA agree that they will not discriminate against any employee because of membership or non-membership in the RHEA or as a result of negotiations, complaint or other proceedings under this Agreement. The provisions of this Agreement shall be applied without regard to the race, creed, color, religion, national origin, age, sex, handicap, or marital status of any employee.

### B. Conflict with Law

If any provision of this document, or any application of the provisions of this document to any person or persons shall be found contrary to any federal or state law or rules or regulations issued pursuant to a provision(s) of state or federal law by a court of competent jurisdiction, whether now or hereafter enacted, then such provision or application shall be inoperative, but the remaining provisions hereof shall continue in full force and effect. The parties shall meet within ten (10) days for the purpose of renegotiating only the provision(s) held to be contrary to law.

### C. Changes

There shall be no changes, additions, or deletions on matters concerning salaries, fringe benefits, and terms and conditions of employment which affect members of the bargaining unit and which are not specifically addressed in this Agreement without prior negotiations between the board and the RHEA. Negotiations are subject to the provisions in Article II relating to In-Term Bargaining.

### D. Consolidation or Annexation of District

Should the District be consolidated or annexed by a surrounding or neighboring school district, that school district shall continue to honor the terms and conditions of this Agreement while it is still in effect, providing that the provisions of the collective bargaining agreement of the successor district shall prevail in all cases where such provisions are more favorable to employees.

### E. No Reprisal

Unless mandated under governing statutory Ohio law and/or as directed by the State Employment Relations Board, there shall be no reprisals against the RHEA, its officers, members, agents, or against any employees, students, parents, or other community members for their part in or support of the strike from 12:01 a.m. on May 2, 2007, through May 25, 2007, by the Board as individuals or as a collective body or by any administrator, other person employed by the Board, or agent against or in behalf of the Board. Any unfair labor practice charge filed with the State Employment Relations

Board by either party, any grievance filed by RHEA, or any litigation filed by either party in connection with the strike leading to this Agreement shall be dismissed.

Further, unless mandated under governing statutory Ohio law and/or as directed by the State Employment Relations Board, there shall be no reprisals against the Board, individual Board members, administrators, its officers, members, or agents, or against any students, parents, or other community members who have worked during the strike from 12:01 a.m. on May 2, 2007, through May 25, 2007.

F. No Strike

Unless otherwise permitted under the governing statutes of Ohio, during the duration of this contract, or during the mutually agreed upon written extensions of this contract for the purpose of permitting continued negotiations for a successor contract, neither RHEA, its agents, nor the certificated nor classified personally represented by RHEA shall engage in, assist in, sanction, or approve any strikes, slow downs, withholding of service, or so-called "study days", or other similar conduct which interferes with the normal operation of the school.

G. Levy Cooperation

During the term of this Agreement, the RHEA agrees to work cooperatively on the levy campaign. Every employee in the District who is not religiously opposed to such work commits to volunteer work for the levy.

H. Term

This agreement shall remain in full force and effect from March 1, 2013 through June 30, 2015.

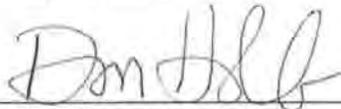
WHEREAS, the undersigned persons representing the Board and the RHEA have met, negotiated and agreed to the provisions as set forth in this collective bargaining agreement.

NOW THEREFORE, the representatives whose signatures appear below hereby confirm and attest to this collective bargaining Agreement between the parties.

RICHMOND HEIGHTS EDUCATION  
ASSOCIATION

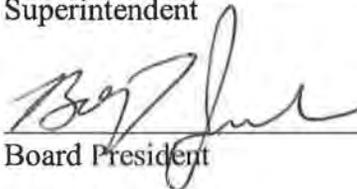
  
\_\_\_\_\_  
RHEA President

\_\_\_\_\_  
RHEA Member

  
\_\_\_\_\_  
OEA Labor Relations Consultant

RICHMOND HEIGHTS BOARD OF  
EDUCATION

\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Board President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Board Negotiator

**APPENDIX A**  
**GRIEVANCE FORM**

NAME OF GRIEVANT: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_

DATE CAUSE OF GRIEVANCE OCCURRED: \_\_\_\_\_

A. STATEMENT OF GRIEVANCE, INCLUDING THE ARTICLE/SECTION(S)  
VIOLATED, MISINTERPRETED, OR MISAPPLIED:

B. RELIEF SOUGHT:

\_\_\_\_\_  
Signature of RHEA Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Person Receiving Grievance at Initial Filing

\_\_\_\_\_  
Date

APPENDIX B

SUPPLEMENTAL PAY SCHEDULE

**COACHING SUPPLEMENTALS**

<u>Supplemental Position</u>	<u>BA-0 Multiplier</u>
<u>Head Football</u>	10%
Asst. HS Football (4 positions)	9%
Asst. MS Football (2 positions)	8%
<u>Head Boys Basketball</u>	10%
Asst. HS Boys Bsktbl. (3 positions)	9%
Asst. MS Bsktbl. (2 positions)	8%
<u>Head Girls Basketball</u>	10%
Asst. HS Girls Bsktbl. (2 positions)	9%
Asst. MS Girls Bsktbl. (2 positions)	8%
<u>Head Wrestling</u>	10%
Asst. HS Wrestling (2 positions)	9%
Asst. MS Wrestling (2 positions)	8%
<u>Head Volleyball</u>	10%
Asst. HS Volleyball (2 positions)	9%
Asst. MS Volleyball (2 positions)	5%
<u>Head Softball</u>	10%
Asst. HS Softball (2 positions)	9%
Asst. MS Softball (2 positions)	5%
<u>Head Baseball</u>	10%
Asst. HS Baseball (2 positions)	9%
Asst. MS Baseball (2 positions)	5%
<u>Head Track</u>	10%
Asst. HS Track (2 positions)	8%
Asst. MS Track (2 positions)	5%
<u>Cross Country</u>	5%
<u>Golf</u>	5%
<u>Tennis (Boys)</u>	5%
<u>Tennis (Girls)</u>	5%
<u>Faculty Manager (Gr. 7-12)</u>	8%

**CO- AND EXTRA-CURRICULAR SUPPLEMENTALS**

<u>Supplemental Position</u>	<u>1<sup>st</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>5<sup>th</sup> Year</u>
Academic Challenge	.84%	1.3%	1.8%
Academic Decathlon	4.175%	5.18%	6.18%
Academic League	.84%	1.3%	1.8%
Activities Coordinator MS	4.175%	5.18%	6.18%
Activities Coordinator HS	5.25%	6.25%	7.25%
Art Competition, ES	1.05%	1.55%	2.05%
Art Competition, MS	1.05%	1.55%	2.05%
Art Competition, HS	1.5%	2.5%	3.5%
Audio Visual Director	6.8%	7.8%	8.8%
Band Director	13.0%	14.0%	16.0%
Camp Counselor (one counselor per ten student participants)	1.6%	1.7%	1.8%
Camp Director	1.9%	2.0%	2.1%
Cheerleader, Fall	5.85%	6.85%	7.85%
Cheerleader, Winter	6.2%	7.2%	8.2%
Choir Director	7.3%	8.3%	9.3%
Drama Director	8.9%	9.4%	9.9%
Flag/Dance Advisor	5.85%	6.85%	7.85%
Freshmen Class Advisor	.94%	1.44%	1.94%
Sophomore Class Advisor	.94%	1.44%	1.94%
Junior Class Advisor	4.175%	4.675%	5.175%
Senior Class Advisor	1.9%	2.4%	2.9%
Jazz/Stage Director`	9.4%	10.4%	11.4%
Literacy Center Dir./Reading	4.175%	4.6%	5.1%
Majorette Advisor	5.85%	6.85%	7.85%
Musical Director	2.65%	3.1%	3.6%
Music Teacher, ES	.84%	1.34%	1.84%
National Honor Society	1.6%	1.7%	1.8%
Newspaper, ES	1.9%	2.4%	2.9%
Newspaper, MS	4.175%	4.675%	5.175%
Newspaper, HS	7.3%	7.8%	8.0%
R.E.A.L. Program	1.9%	2.4%	2.9%
Ski Club Advisor	2.0%	2.5%	3.15%
Stage Crew Advisor	4.175%	5.18%	6.18%
Student Council, MS	5.25%	5.75%	6.0%
Student Council, HS	6.3%	6.8%	7.3%
Washington Trip Counselor	.84%	1.34%	1.84%
Washington Trip Director	1.25%	1.75%	2.25%

Memory Book, MS	2.35%	2.85%	3.35%
Yearbook/Memory, HS	9.91/4.35%	10.41/4.85%	10.91/5.35%

In years in which mentors are applicable the following remuneration would be applied:

Lead Mentors	\$1500
Mentors	\$ 500

1. Percentages based on Step 0, Bachelor's Degree.
2. In the event student participation decreases and does not warrant the number of coaches listed or other supplementals outlined, those positions will not be filled. If there is a question, the issue will be submitted to the committee outlined below for resolution. Should the problem involve supplementals other than athletics, the head coach on the committee will be replaced by a supplemental advisor as chosen by the RHEA.

Additional Assistant Coaches' positions will be based on student participation after agreement is reached with a committee consisting of the principal, head coach, RHEA representative, and superintendent.

3. All positions held by non-bargaining unit members shall be paid at the 1<sup>st</sup> Year step of the supplemental pay schedule.
4. Any position held by a bargaining unit member that pays that person less than they made for the same position in 1999-2000 shall be paid the amount equal to the amount paid in 1999-2000.
5. An employee shall be given credit for all previous experience in the same supplemental position in placing the employee on the appropriate supplemental pay column.

6. PAY DATES

\*\*All non-coaching positions held by full-time staff will be paid over the entire current year contract as of date hired. (i.e. Yearbook Advisor hired 8/1/98 to be paid over 24 pays from 9/15/98 to 8/30/99.)

##Payment made when activity concluded.

APPENDIX C

PERSONAL LEAVE FORM

I hereby certify that I am using personal leave to take care of a situation of a personal nature.

The leave day(s) is to be taken on \_\_\_\_\_

For personal leave days taken on days immediately preceding or following a vacation or holiday, for the opening day or closing day of the school year, or from May 20 to the last day of school, you must provide below a written statement of the nature of the reason for leave in sufficient detail to establish that it is a matter over which the employee does not have control or cannot reasonably make other arrangements.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date of Application

\_\_\_\_\_  
Principal's or Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent's Signature

**APPENDIX D**

**PARENTAL LEAVE FORM**

NAME: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

GRADE: \_\_\_\_\_

Check one of the following:

\_\_\_\_\_ I will be absent only for the period of illness associated with my pregnancy and I will return as soon as I am able. I anticipate that I will return on approximately \_\_\_\_\_. I understand that I am entitled to return to the same or equivalent duty.

\_\_\_\_\_ I request that my parental leave extend through the remainder of the school year in which delivery or adoption occurs. The approximate beginning date of parental leave without pay is \_\_\_\_\_.

\_\_\_\_\_ I request that my parental leave extend for a shorter period than the remainder of the school year in which delivery or adoption occurs. The approximate beginning date of parental leave without pay is \_\_\_\_\_. The approximate ending date of my leave will be \_\_\_\_\_.

\_\_\_\_\_ If the reason for leave is not specified above, please give the reason for the leave and the approximate ending date of the leave.

Employees should notify the Superintendent as soon as possible of the precise dates of each of the above in writing. Employees are reminded to review the Contract between the Board and the RHEA relative to notification dates, insurance benefits, etc. All correspondence between the school district and the employee shall be open to review by the RHEA and the RHEA shall be permitted to photocopy said correspondence.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\*Complete in duplicate – one copy to be retained by the Superintendent; one copy to be returned to the employee.

## APPENDIX E

### ALCOHOL AND CONTROLLED SUBSTANCES TESTING POLICY FOR EMPLOYEES WITH COMMERCIAL DRIVERS' LICENSE.

#### Section 1. Introduction

##### 1.1 Covered Employees

Each employee or applicant for employment with the Richmond Heights Local School District ("District") who is required to hold a Commercial Driver's License (CDL) in order to perform his/her job (hereafter "covered employee") must undergo alcohol and controlled substances testing in accordance with the guidelines set forth in this Policy. All covered employees are subject to the penalties set forth in this Policy.

#### Section 2. Definitions

##### 2.1 Alcohol

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

##### 2.2 Alcohol Concentration

Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

##### 2.3 Alcohol Use

Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

##### 2.4 Medical Review Officer

Medical Review Officer means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the District's drug testing program who has knowledge of substance abuse disorders and his appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

##### 2.5 On-Duty Time

On-Duty time means all time from the time a covered employee begins to work or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for performing work. On-duty time shall include:

- a. All time at a plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the covered employee has been relieved from duty;
- b. All time inspecting vehicle safety equipment or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- c. All time spent at the driving controls of a commercial motor vehicle in operation;
- d. All time, other than driving time, in or upon any commercial motor vehicle;
- e. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments loaded or unloaded;
- f. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

## 2.6 Performing a Safety-Sensitive Function

A covered employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive function.

## 2.7 Refusal to Submit

Refusal to submit (to an alcohol or controlled substances test) means that a covered employee: (1) fails to provide adequate breath for alcohol testing without a valid medical explanation; (2) fails to provide adequate urine for controlled substance testing without a valid medical explanation; (3) engages in conduct that obstructs or delays the testing process; (4) fails to remain available after an accident for post-accident testing; or (5) fails to complete and sign Step 2 of the alcohol testing form.

## 2.8 Safety-Sensitive Function

Safety-sensitive function means any of those on-duty functions set forth in the definition of On-Duty Time set forth in Section 2.5 of this Policy.

## 2.9 Substance Abuse Professional

Substance Abuse Professional means a licensed physical (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance related disorders.

## Section 3. Alcohol Testing

### 3.1 Prohibited Activities

No operator shall:

- a. Report for or remain on duty requiring the performance of a safety-sensitive function while having a blood/alcohol concentration of 0.02 or greater;
- b. Be on duty or operate a commercial motor vehicle while possessing alcohol;
- c. Use alcohol while performing a safety-sensitive function;
- d. Perform a safety-sensitive function within four hours after using alcohol;
- e. Use alcohol for eight hours following an accident after which this policy required a post-accident alcohol test; or
- f. Refuse to submit to an alcohol test required by this policy.

### 3.2 Required Tests

#### a) Post-Accident Testing

A covered employee who is involved in an accident involving a commercial motor vehicle while on-duty must undergo a post-accident alcohol test if: 1) the employee was performing a safety-sensitive function with respect to the vehicle and the accident involved in the loss of human life; or 2) the employee receives a citation under state or local law for a moving traffic violation arising out of the accident.

The test will be administered as soon as practicable following the accident, normally within two hours of the accident. However, an employee may be tested up to eight hours after the accident.

A covered employee who is subject to post-accident testing must remain available for such testing or he/she will be deemed to have refused to submit to testing. However, an employee who leaves the accident scene to obtain assistance or necessary medical treatment for the employee or others involved in the accident is excused from testing until such time as is reasonably necessary to obtain such assistance or treatment.

The results of a post-accident breath or blood test for the use of alcohol conducted by a federal, state, or local office having independent authority to conduct such test may be used by the District in place of its own test as long as the test conforms to applicable federal, state, or local requirements and the test results are obtained by the District.

The District will provide each covered employee with necessary post-accident information, procedures, and instructions prior to the first time the employee performs a safety-sensitive function.

b) Random Testing

Covered employees will be subject to random, unannounced alcohol testing scheduled throughout each year. Covered employees will only be tested while, immediately before, or immediately after, performing a safety-sensitive function. Employees must proceed to the designated test site immediately upon notification of selection. Each covered employee will have an equal chance of being tested each time selections are made.

c) Reasonable Suspicion Testing

The District will test a covered employee for alcohol misuse when it has reasonable suspicion to believe the employee has violated any of the prohibitions outlined in Section 3.1 of this Policy (with the exception of 3.1b)). A determination that reasonable suspicion exists to require an alcohol test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations must be made by a supervisor or District official who has received at least sixty (60) minutes of training on alcohol misuse and an additional sixty (60) minutes on controlled substance use. The person making the determination is prohibited from conducting the reasonable suspicion test on that employee. Reasonable suspicion testing is authorized only if the required observations are made during, just preceding or just after the period of the work day when the covered employee is performing a safety-sensitive function. An employee may be directed to undergo reasonable suspicion testing only during, just before, or just after the performance of a safety-sensitive function. Employees must proceed to the test site immediately upon request. The test may not be administered more than eight hours following the reasonable suspicion determination.

Regardless of whether or not a reasonable suspicion test is administered, no covered employee shall be allowed to report for or remain on duty requiring the performance of a safety-sensitive function while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, until: 1) an alcohol test is administered and the employee's alcohol concentration is less than 0.02; or 2) twenty-four (24) hours have passed since the reasonable suspicion determination is made.

#### Section 4. Administration of the Alcohol Test

##### 4.1 Testing Devices and Personnel

Employee alcohol testing will be conducted through the use of an evidential breath testing device (EBT). The test will be administered by a breath alcohol technician (BAT) who has been properly trained in the use of an EBT.

#### 4.2 Screening and Confirmation Tests

The initial test given to an employee is the screening test. If the screening test result is less than 0.02, no further testing will be done. If the result of the screening test is 0.02 or greater, the employee must undergo a second test, the confirmation test. The confirmation test may not be conducted sooner than fifteen (15) minutes after the completion of the screening test. The confirmation test will normally be conducted within thirty (30) minutes after the completion of the screening test, but a confirmation test result is valid even if conducted after thirty (30) minutes. In the event the screening and confirmation tests do not agree, the confirmation test result will be controlling.

### Section 5. Consequences of Alcohol Misuse

#### 5.1 Employees Testing at 0.04 or Greater or Violating Section 3.1 Provisions

Covered employees tested under the provisions of this Policy who are found to have an alcohol concentration of 0.04 or greater or who engage in any of the activities prohibited by Section 3.1 (b)-(f) of this Policy will be terminated from employment with the District.

#### 5.2 Employees Testing at 0.02 or greater but less than 0.04

Employees tested under this policy who are found to have a BAC of 0.02 or greater but less than 0.04 will be immediately relieved from performing any safety-sensitive function or other duty. An employee may not return to duty until the following has occurred:

- a. An evaluation by a substance abuse professional (“SAP”);
- b. A return-to-duty alcohol test with a result of less than 0.02 BAC; and
- c. If the SAP determines the individual needs assistance in resolving problems with alcohol misuse, the SAP shall:
  - 1) Ensure the individual follows through on any rehabilitation program prescribed by the SAP; and
  - 2) Determine the number and frequency of follow-up tests to which the individual shall be subject.

If an employee, subsequent to returning to duty after a first offense under Section 5.2 of this Policy, again engages in conduct prohibited under Section 5.2, the employee will be removed from duty, and at the option of the District, either terminated or referred to a substance abuse professional for evaluation and treatment as described in Section 5.2 (a)-(c) above.

## Section 6. Controlled Substance Testing

### 6.1 Prohibited Activities

No covered employee shall:

- a. Report for or remain on duty when that duty requires the performance of a safety-sensitive function when the employee uses or possesses any controlled substance. An exception to this rule applies in the case of an employee whose use or possession of a controlled substance is pursuant to the instructions of a physician who has advised the employee that the substance will not adversely affect the employee's ability to safely operate a CMV. The District may require covered employees to notify it of any therapeutic drug use;
- b. Test positive for a controlled substance;
- c. Report for or remain on duty or perform a safety-sensitive function if the employees tests positive for controlled substances; or
- d. Refuse to submit to a controlled substances test required by this Policy, including failure to provide an adequate and unadulterated sample for testing when required or engage in other conduct that clearly obstructs the testing process.

### 6.2 Required Tests

#### a. Pre-Employment Testing

Prior to the first time an employee performs a safety-sensitive function for the District, the employee must receive a controlled substance test result indicating a verified negative test result. This test may be conducted by the District during the hiring process or before the employee begins to perform safety-sensitive functions.

#### b. Post-Accident Testing

A covered employee who is involved in an on-duty accident involving a commercial motor vehicle must undergo a post-accident controlled substance abuse test: 1) the employee was performing a safety-sensitive function with respect to the vehicle and the accident involved the loss of human life; or 2) the employee receives a citation under state or local law for a moving traffic violation arising out of the accident.

The test will be administered as soon as practicable following the accident but under no circumstances later than thirty-two (32) hours following the accident. A covered employee who is subject to post-accident testing must remain available for such testing or he will be deemed to have refused to submit to testing. However, an employee who leaves the accident scene to obtain assistance or necessary medical treatment for the employee or others involved in the accident is

excused from testing until such time as is reasonably necessary to obtain such assistance or treatment.

The results of a urine test for the use of controlled substances conducted by a federal, state, or local office having independent authority to conduct such test may be used by the District in place of its own test as long as the test conforms to applicable federal, state, or local requirements and the test results are obtained by the District.

c. Random Testing

Covered employees will be subject to random, unannounced controlled substance testing scheduled throughout each year. Employees are required to proceed to the test site immediately upon notification of selection for random testing. Each covered employee will have an equal chance of being tested each time selections are made.

d. Reasonable Suspicion Testing

The District will test a covered employee for controlled substance misuse when it has reasonable suspicion to believe the employee has violated any of the prohibitions outlined in Section 6.1 of this Policy. A determination that reasonable suspicion exists to require a controlled substance test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances. The observations must be made by a supervisor or District official who has received at least sixty (60) minutes of training on controlled substance misuse and an additional sixty (60) minutes on controlled substance use. Also, an employee may be directed to undergo reasonable suspicion testing only during, just before, or just after the performance of a safety-sensitive function.

A written record of the observations leading to a controlled substance reasonable suspicion test must be made and signed by the supervisor or District official who made the observations. This record must be made within twenty-four (24) hours of the observed behavior or before the results of the controlled substance test are released, whichever is earlier.

## Section 7. Administration of the Controlled Substance Test

### 7.1 Controlled Substances for Which Employees Will be Tested

The District will test for five controlled substances: marijuana, cocaine, opiates, amphetamines and phencyclidine. Testing will be done by collecting urine specimens from covered employees. The urine specimens collected for the controlled substance tests will not be used to conduct any other test unless specifically authorized by DOT regulations.

## 7.2 Privacy

The test shall be conducted in location that affords aural and visual privacy to the person being tested. However, where there is reason to believe an employee may alter or substitute the specimen, an employee may be monitored or observed by a collection site person of the same gender as the employee.

## 7.3 Test Procedures

The employee must provide a urine specimen of at least 45 ml. The specimen will be split into two – a primary specimen and a split specimen. Both specimens will be shipped to a Department of Health and Human Services (DHHS) certified laboratory. If the primary specimen tests positive for one or more of the five controlled substances, the laboratory will perform a second test on the primary specimen. If the second test confirms the positive result, the laboratory will report that result to the District's MRO. Prior to verifying the positive test result to the District, the MRO will make a reasonable effort to contact the employee confidentially to discuss the test result. After discussing the test result with the employee and examining any alternate medical explanations for the result, the MRO shall decide whether to verify the positive test result. If the MRO verifies the test result as positive, the MRO will report the result to the District.

## 7.4 Notification of Employees

The nature and timing of notification will depend on the type of test involved. Individuals who have undergone pre-employment controlled substances tests may request the test results within sixty (60) days of being notified of the disposition of their employment application. For random, reasonable suspicion, and post-accident controlled substances tests where the employee results were verified positive, the District will notify the employee of the positive result and the controlled substance(s) for which the employee test positive.

When the MRO is unable to contact an employee, the District will make a reasonable effort to contact the individual and instruct him or her to contact the MRO to discuss the test results. If the District is able to contact the employee, the District will immediately notify the MRO that the individual has been notified to contact the MRO within twenty-four (24) hours. The individual has five (5) days after notification from the District to contact the MRO. If the individual fails to do so, the MRO may verify the test as positive. If, however, the District is unable after reasonable effort to contact an employee, the employee may be placed on unpaid medical leave.

## 7.5 Employee's Right to Testing of Split Specimen

If the test of the primary sample is confirmed positive, the laboratory will hold the split specimen for sixty (60) days from the date on which it received the split specimen. If not informed within the sixty (60) day period by the MRO that the employee has requested a test of the split specimen, the laboratory may discard the split specimen. If the employee requests that the MRO direct a test of the split specimen, the first laboratory is required to ship the unopened split sample to a second DHHS-approved laboratory for testing. The

request must be made within seventy-two (72) hours of when the employee receives notification of a verified positive test result. However, action required by law or this Policy as the result of a verified positive controlled substance test (such as removal from performing a safety-sensitive function) is not stayed pending the result of the split specimen test. If the test of the split sample fails to confirm the presence of a controlled substance, the MRO will cancel the entire test and report the reasons for the cancellation to DOT, the District, and the employee. Whenever an employee has requested testing of a split specimen, the split specimen that was tested at the second laboratory, as well as the primary sample that was confirmed positive by the first laboratory, must be retained by the laboratories for at least one (1) year.

#### Section 8. Consequences for Violating Prohibitions on Controlled Substances

##### 8.1 Employees Testing Positive for Controlled Substance Use or Violating Section 6.1 Provisions

Covered employees tested under the provisions of this Policy who have a verified positive controlled substance test or who engages in any of the activities prohibited by Section 6.1 of this Policy will be immediately relieved from performing any safety-sensitive functions and terminated from employment with the District.

Job applicants for positions requiring a CDL who refuse to undergo a pre-employment controlled substance test or whose pre-employment controlled substance test indicates a verified positive result will not be hired.

#### Section 9. Relationship to Districts Employee Assistance Program (EAP)

##### 9.1 Employee Responsibility to Seek Assistance Before Violation of Policy

The District maintains an EAP to help employees who suffer from alcohol or drug abuse and other personal/emotional problems.

It is the responsibility of each employee to seek assistance before alcohol and drug problems lead to disciplinary action. An employee's decision to seek assistance from the EAP before violation of this Policy will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding.

Once a violation of this policy occurs, however, subsequently using the EAP on a voluntary basis will not lessen disciplinary action. Similarly, using the EAP will not be a defense to the imposition of disciplinary action where facts proving a violation of this Policy are obtained outside of the EAP.

Section 10. Alcohol and Controlled  
Substance Testing Records

10.1 Access to Records

The District will maintain records of its alcohol misuse and controlled substance use prevention program in a secure location with controlled access. Access to these records will be limited to those persons who are entitled to see them under federal regulations or other applicable law.

10.2 Records of Previous Employers

Before the first time a covered employee performs a safety-sensitive function, the employee must consent to allow the District to obtain records on alcohol tests with a result of 0.04 or greater controlled substance test results, and refusals to be tested within the preceding two (2) years which are maintained by the employee's previous employers under DOT regulations. The District will inspect such records within fourteen (14) days after the first time the employee performs a safety-sensitive function and will maintain a written confidential record with respect to each past employer contacted.

If the records reveal the employee had an alcohol test result of 0.04 or greater or had a verified positive controlled substance test or refused to be tested, the employee may not perform a safety-sensitive function until the District has obtained information on the employee's evaluation by a substance abuse professional ("SAP") and return-to-duty testing, and if applicable, the employee's compliance with the SAP's recommendations.

Section 11. Notification of Employer

11.1 Suspension, Revocation, or Cancellation of Driving Privileges

Any covered employee whose license is suspended, revoked, or cancelled, or who is disqualified from operating a CMV in any state or jurisdiction for any period must notify the District of that fact by the end of the business day following the day he receives notification of that fact.

Section 12. Distribution of Policy

12.1 Distribution to Covered Employees

A copy of this Policy and any other educational materials provided by the District explaining the requirements of the DOT alcohol and controlled substance testing requirements will be distributed to each covered employee prior to the start of testing and to each employee subsequently hired or transferred into a position that requires a CDL.

Each covered employee must sign a statement certifying receipt of these materials. The District will keep this signed statement on file.

12.2 Questions Regarding Policy

Any questions regarding this Policy should be directed to the Superintendent.

**APPENDIX F**

**ASSAULT LEAVE STATEMENT**

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date of Assault

\_\_\_\_\_  
Name and Address of Physician Consulted

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Dates of Consultation with Physician

Nature of Disability and Its Duration:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

G-1: Subject to the acceptance of new tool and policy as established by new committee.

**APPENDIX G-1**

**RICHMOND HEIGHTS LOCAL SCHOOL DISTRICT  
CERTIFICATED EMPLOYEE CLASSROOM OBSERVATION FORM**

Employee \_\_\_\_\_

Observer \_\_\_\_\_

Grade/Subject \_\_\_\_\_

Observation Date \_\_\_\_\_

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

Starting Time \_\_\_\_\_ Ending Time \_\_\_\_\_

**Organizes Content Knowledge for Student Learning**

- \_\_\_\_\_ 1. Is familiar with relevant aspects of students' background knowledge and experiences
- \_\_\_\_\_ 2. Articulates clear learning goals for the lesson that are appropriate for the students
- \_\_\_\_\_ 3. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future
- \_\_\_\_\_ 4. Uses a variety of teaching methods based on student learning styles
- \_\_\_\_\_ 5. Uses a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.
- \_\_\_\_\_ 6. Demonstrates knowledge of content

**Creates an Environment for Student Learning**

- \_\_\_\_\_ 1. Creates a climate that promotes fairness
- \_\_\_\_\_ 2. Establishes and maintains rapport with students
- \_\_\_\_\_ 3. Communicates challenging learning expectations to each student
- \_\_\_\_\_ 4. Establishes and maintains consistent standards of classroom behavior
- \_\_\_\_\_ 5. Makes the physical environment as safe and conducive to learning as possible

**Teaches for Student Learning**

- \_\_\_\_\_ 1. Makes learning goals and instructional procedures clear to the students
- \_\_\_\_\_ 2. Makes content comprehensible to students
- \_\_\_\_\_ 3. Encourages students to extend their thinking
- \_\_\_\_\_ 4. Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
- \_\_\_\_\_ 5. Uses instructional time effectively (time on task)
- \_\_\_\_\_ 6. Incorporates and implements technology usage in the classroom

**Employee Professionalism**

- \_\_\_\_\_ 1. Reflects on the extent to which the learning goals were met
- \_\_\_\_\_ 2. Demonstrates the belief that "I am responsible for teaching all students."
- \_\_\_\_\_ 3. Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students.
- \_\_\_\_\_ 4. Communicates with parents or guardians about student learning
- \_\_\_\_\_ 5. Is punctual to class and has a good attendance record
- \_\_\_\_\_ 6. Dresses appropriately
- \_\_\_\_\_ 7. Maintains and submits in a timely manner accurate records and reports
- \_\_\_\_\_ 8. Grows and develops professionally

Observer's Comments:

Employee's Comments:

\_\_\_\_\_  
Observer's Signature

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Conference Date

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

(Additional pages may be used as desired)

G-2: Subject to the acceptance of new tool and policy as established by new committee.

**APPENDIX G-2**

**RICHMOND HEIGHTS LOCAL SCHOOL DISTRICT  
CERTIFICATED EMPLOYEE SUMMATIVE EVALUATION FORM**

Employee \_\_\_\_\_

Observer \_\_\_\_\_

Grade/Subject \_\_\_\_\_

Observation Date \_\_\_\_\_

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

Starting Time \_\_\_\_\_                      Ending Time \_\_\_\_\_

**Organizes Content Knowledge for Student Learning**

- \_\_\_\_\_ 1.    Is familiar with relevant aspects of students' background knowledge and experiences
- \_\_\_\_\_ 2.    Articulates clear learning goals for the lesson that are appropriate for the students
- \_\_\_\_\_ 3.    Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future
- \_\_\_\_\_ 4.    Uses a variety of teaching methods based on student learning styles
- \_\_\_\_\_ 5.    Uses a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.
- \_\_\_\_\_ 6.    Demonstrates knowledge of content

**Creates an Environment for Student Learning**

- \_\_\_\_\_ 1.    Creates a climate that promotes fairness
- \_\_\_\_\_ 2.    Establishes and maintains rapport with students
- \_\_\_\_\_ 3.    Communicates challenging learning expectations to each student
- \_\_\_\_\_ 4.    Establishes and maintains consistent standards of classroom behavior
- \_\_\_\_\_ 5.    Makes the physical environment as safe and conducive to learning as possible

**Teaches for Student Learning**

- 1. Makes learning goals and instructional procedures clear to the students
- 2. Makes content comprehensible to students
- 3. Encourages students to extend their thinking
- 4. Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
- 5. Uses instructional time effectively (time on task)
- 6. Incorporates and implements technology usage in the classroom

**Employee Professionalism**

- 1. Reflects on the extent to which the learning goals were met
- 2. Demonstrates the belief that "I am responsible for teaching all students."
- 3. Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students
- 4. Communicates with parents or guardians about student learning
- 5. Is punctual to class and has a good attendance record
- 6. Dresses appropriately
- 7. Maintains and submits in a timely manner accurate records and reports
- 8. Grows and develops professionally

Administrator's Comments:

Employee's Comments:

**SUMMATIVE RATING:**

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

- Excellent
- Good
- Satisfactory
- Needs Improvement
- Unsatisfactory

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

The signature of the employee does not indicate agreement with the evaluation but rather that he/she received a copy of this form.

(Additional pages may be used as desired)



**APPENDIX H-1 – OPTION 1  
HEALTH INSURANCE BENEFITS**



**Richmond Heights Local Schools  
SuperMed Plus  
Effective 10/1/08  
Option 1**



<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	19 Dependent / 25 Student Removal upon Birthday	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$2,000 / \$4,000	\$4,000 / \$8,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	80% after deductible	60% after deductible
Urgent Care Facility Services <sup>2</sup>	80% after deductible	60% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine, MMR, Influenza, Varicella, Hepatitis B, Human Papillomavirus (HPV) and Pneumococcal Polysaccharide are covered services)	80% after deductible	60% after deductible <sup>5</sup>
<b>Preventative Services</b>		
Office Visit/Routine Physical Exam (Age nine and over) <sup>2</sup>	100%	50%
Well Child Care Services including Exam and Immunizations (0-1: \$0,000, 1-9 years limited to a \$300 maximum per benefit period) <sup>2</sup>	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age nine and over, one each per benefit period)	100%	50%
Routine Endoscopic Services	100%	50%
<b>Outpatient Services</b>		
Surgical Services	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	80% after deductible	60% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	80% after deductible	60% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	80% after deductible	60% after deductible
Cardiac Rehabilitation	80% after deductible	60% after deductible
Emergency use of an Emergency Room <sup>3</sup>	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room <sup>3,4</sup>	\$75 copay, then 100%	60% after deductible

Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	70% after deductible
<b>Additional Service</b>		
Allergy Testing and 7 treatments	90% after deductible	70% after deductible <sup>5</sup>
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible <sup>5</sup>
Hospice	90% after deductible	70% after deductible <sup>5</sup>
Organ Transplants	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse</b>		
Inpatient Mental Health Services	90% after deductible	70% after deductible <sup>5</sup>
Inpatient Substance Abuse Services (\$25,000 per benefit period)	90% after deductible	70% after deductible <sup>5</sup>
Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period)	90% after deductible	70% after deductible <sup>5</sup>

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pocket limits.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Copay waived if admitted.

<sup>4</sup>The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

<sup>5</sup>Not applied to coinsurance out-of-pocket limit.

**APPENDIX H-2 – OPTION 2  
HEALTH INSURANCE BENEFITS**



**Richmond Heights Local Schools  
SuperMed Plus  
Effective 10/1/08  
Option 2**



<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	19 Dependent / 25 Student Removal upon Birthday	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$250 / \$500	\$1,000 / \$2,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$500 / \$1,000	\$2,000 / \$4,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	90% after deductible	70% after deductible
Urgent Care Facility Services <sup>2</sup>	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine, MMR, Influenza, Varicella, Hepatitis B, Human Papillomavirus (HPV) and Pneumococcal Polysaccharide are covered services)	90% after deductible	70% after deductible <sup>3</sup>
<b>Preventative Services</b>		
Office Visit/Routine Physical Exam (Age nine and over) <sup>2</sup>	100%	50%
Well Child Care Services including Exam and Immunizations (0-1: \$0,000, 1-9 years limited to a \$300 maximum per benefit period) <sup>2</sup>	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age nine and over, one each per benefit period)	100%	50%
Routine Endoscopic Services	100%	50%
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>3</sup>	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room <sup>3,4</sup>	\$50 copay, then 100%	70% after deductible

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Inpatient Facility</b>		
Semi-Private Room and Board	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility (100 days per benefit period)	80% after deductible	60% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	80% after deductible	60% after deductible <sup>5</sup>
Ambulance	80% after deductible	60% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible
Home Healthcare	80% after deductible	60% after deductible <sup>5</sup>
Hospice	80% after deductible	60% after deductible <sup>5</sup>
Organ Transplants	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
<b>Mental Health and Substance Abuse</b>		
Inpatient Mental Health Services	80% after deductible	60% after deductible <sup>5</sup>
Inpatient Substance Abuse Services (\$25,000 per benefit period)	80% after deductible	60% after deductible <sup>5</sup>
Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period)	80% after deductible	60% after deductible <sup>5</sup>

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pocket limits.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Copay waived if admitted.

<sup>4</sup>The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

<sup>5</sup>Not applied to coinsurance out-of-pocket limit.

**APPENDIX H-3 – OPTION 3  
HEALTH INSURANCE BENEFITS**



**Richmond Heights Local Schools  
SuperMed Plus  
Effective 10/1/08  
Option 3**



<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	19 Dependent / 25 Student Removal upon Birthday	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$100 / \$200	\$200 / \$400
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$500 / \$1,000	\$1,000 / \$2,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$15 copay, then 100%	70% after deductible
Urgent Care Facility Services <sup>2</sup>	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine, MMR, Influenza, Varicella, Hepatitis B, Human Papillomavirus (HPV) and Pneumococcal Polysaccharide are covered services)	90% after deductible	70% after deductible <sup>3</sup>
<b>Preventative Services</b>		
Office Visit/Routine Physical Exam (Age nine and over) <sup>2</sup>	100%	50%
Well Child Care Services including Exam and Immunizations (0-1: \$0,000, 1-9 years limited to a \$300 maximum per benefit period) <sup>2</sup>	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age nine and over, one each per benefit period)	100%	50%
Routine Endoscopic Services	100%	50%
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>3</sup>	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room <sup>3,4</sup>	\$50 copay, then 100%	70% after deductible

Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	70% after deductible
<b>Additional Service</b>		
Allergy Testing and Treatments	90% after deductible	70% after deductible <sup>5</sup>
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible <sup>5</sup>
Hospice	90% after deductible	70% after deductible <sup>5</sup>
Organ Transplants	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse</b>		
Inpatient Mental Health Services	90% after deductible	70% after deductible <sup>5</sup>
Inpatient Substance Abuse Services (\$25,000 per benefit period)	90% after deductible	70% after deductible <sup>5</sup>
Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period)	90% after deductible	70% after deductible <sup>5</sup>

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pocket limits.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Copay waived if admitted.

<sup>4</sup>The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

<sup>5</sup>Not applied to coinsurance out-of-pocket limit.

**APPENDIX I-1**

**CERTIFICATED EMPLOYEES SALARY SCHEDULE**

**Effective July 1, 2010**

<u>YEARS</u>	<u>37244</u> <u>BA</u>	<u>BA+12</u>	<u>BA+24</u>	<u>MA</u>	<u>MA+12</u>	<u>MA+24</u>	<u>MA+36</u>	<u>MA+48</u>	<u>MA+60</u>
0	37,244 1.0000	38,179 1.0251	39,129 1.0506	40,309 1.0823	41,017 1.1013	41,818 1.1228	42,205 1.1332	43,032 1.1554	43,859 1.1776
1	38,775 1.0411	39,821 1.0692	40,894 1.0980	42,238 1.1341	42,954 1.1533	43,758 1.1749	44,171 1.1860	44,998 1.2082	45,825 1.2304
2	40,309 1.0823	41,467 1.1134	42,659 1.1454	44,168 1.1859	44,890 1.2053	45,695 1.2269	46,138 1.2388	46,968 1.2611	47,792 1.2832
3	41,840 1.1234	43,110 1.1575	44,425 1.1928	46,097 1.2377	46,827 1.2573	47,635 1.2790	48,104 1.2916	48,935 1.3139	49,758 1.3360
4	43,374 1.1646	44,756 1.2017	46,190 1.2402	48,030 1.2896	48,764 1.3093	49,572 1.3310	50,071 1.3444	50,901 1.3667	51,724 1.3888
5	46,436 1.2468	48,045 1.2900	49,721 1.3350	51,888 1.3932	52,641 1.4134	53,453 1.4352	54,004 1.4500	54,834 1.4723	55,657 1.4944
6	47,970 1.2880	49,691 1.3342	51,486 1.3824	53,818 1.4450	54,577 1.4654	55,389 1.4872	55,970 1.5028	56,801 1.5251	57,624 1.5472
7	49,501 1.3291	51,337 1.3784	53,248 1.4297	55,747 1.4968	56,514 1.5174	57,330 1.5393	57,937 1.5556	58,767 1.5779	59,590 1.6000
8	51,035 1.3703	52,980 1.4225	55,013 1.4771	57,680 1.5487	58,454 1.5695	59,270 1.5914	59,903 1.6084	60,734 1.6307	61,557 1.6528
9	52,566 1.4114	54,626 1.4667	56,778 1.5245	59,609 1.6005	60,391 1.6215	61,207 1.6434	61,870 1.6612	62,700 1.6835	63,523 1.7056
10	55,631 1.4937	57,914 1.5550	60,309 1.6193	63,468 1.7041	64,265 1.7255	65,088 1.7476	65,803 1.7668	66,633 1.7891	67,456 1.8112
11	57,162 1.5348	59,561 1.5992	62,075 1.6667	65,397 1.7559	66,201 1.7775	67,024 1.7996	67,769 1.8196	68,600 1.8419	69,423 1.8640
12	58,693 1.5759	61,203 1.6433	63,840 1.7141	67,330 1.8078	68,142 1.8296	68,965 1.8517	69,736 1.8724	70,566 1.8947	71,389 1.9168
13	60,227 1.6171	62,849 1.6875	65,605 1.7615	69,259 1.8596	70,078 1.8816	70,905 1.9038	71,702 1.9252	72,533 1.9475	73,356 1.9696
14	63,289 1.6993	66,022 1.7727	68,901 1.8500	73,117 1.9632	73,944 1.9854	74,771 2.0076	75,598 2.0298	76,428 2.0521	77,255 2.0743

**APPENDIX I-2**

**CLASSIFIED EMPLOYEES SALARY SCHEDULES**

**Effective July 1, 2010**

***Secretary***

*Effective  
July 1, 2010*

Step 0	13.89
Step 1	14.33
Step 2	14.69
Step 3	15.22
Step 4	15.95
Step 5	16.06
Step 6	16.77
Step 7	17.23
Step 8	17.71

***Non-Instructional Aide***

*Effective  
July 1, 2010*

Step 0	10.17
Step 1	10.54
Step 2	10.84
Step 3	11.21
Step 4	11.55
Step 5	11.85
Step 6	12.32
Step 7	12.64
Step 8	12.98

***Clerk-Typist***

*Effective  
July 1, 2010*

Step 0	11.52
Step 1	11.96
Step 2	12.27
Step 3	12.68
Step 4	13.02
Step 5	13.38
Step 6	13.80
Step 7	14.29
Step 8	14.62

***Instructional Aide***

*Effective  
July 1, 2010*

Step 0	12.36
Step 1	12.73
Step 2	13.14
Step 3	13.57
Step 4	14.24
Step 5	14.51
Step 6	15.01
Step 7	15.48
Step 8	16.08

***Cleaners***

	<i>Effective July 1, 2010</i>
Step 0	10.51
Step 1	10.81
Step 2	11.11
Step 3	11.36
Step 4	11.68
Step 5	12.05
Step 6	12.34
Step 7	12.64
Step 8	12.90

***Maintenance Personnel***

	<i>Effective July 1, 2010</i>
Step 0	14.61
Step 1	15.05
Step 2	15.45
Step 3	15.86
Step 4	16.50
Step 5	17.19
Step 6	17.66
Step 7	18.14
Step 8	18.62

\*\*For cleaning personnel hired before July 1, 1993:

Step 4	14.24
Step 5	15.50
Step 6	16.12
Step 7	16.55
Step 8	17.00

***Custodial/Grounds***

	<i>Effective July 1, 2010</i>
Step 0	14.25
Step 1	14.69
Step 2	15.06
Step 3	15.48
Step 4	16.18
Step 5	16.61
Step 6	17.24
Step 7	17.70
Step 8	18.15

*Library Assistant*

	<i>Effective July 1, 2010</i>
Step 0	14.47
Step 1	14.93
Step 2	15.36
Step 3	15.88
Step 4	16.29
Step 5	16.83
Step 6	17.66
Step 7	18.14
Step 8	18.64

*Library Aide*

	<i>Effective July 1, 2010</i>
Step 0	13.38
Step 1	13.74
Step 2	14.15
Step 3	14.71
Step 4	15.06
Step 5	15.50
Step 6	16.22
Step 7	16.64
Step 8	17.24

*Bus Drivers*

	<i>Effective July 1, 2010</i>
Step 0	14.13
Step 1	14.57
Step 2	14.98
Step 3	15.50
Step 4	15.92
Step 5	16.35
Step 6	17.24
Step 7	17.71
Step 8	18.20

*Bus Mechanic*

	<i>Effective July 1, 2010</i>
Step 0	17.59
Step 1	18.11
Step 2	18.57
Step 3	19.07
Step 4	19.53
Step 5	19.98
Step 6	20.43
Step 7	20.96
Step 8	21.54

*Principal Secretary*

*Effective  
July 1, 2010*

Step 0	14.96
Step 1	15.40
Step 2	15.75
Step 3	16.28
Step 4	17.01
Step 5	17.12
Step 6	17.83
Step 7	18.28
Step 8	18.70

**APPENDIX J**

**LABOR MANAGEMENT COMMITTEE GUIDELINES**

**APPENDIX K**

**EMPLOYEE ABSENCE REPORT FORM**

## APPENDIX L

### GUIDELINES FOR DONATING SICK LEAVE

Employees of the Richmond Heights School District are granted a specified number of sick leave days each year, and unused days accumulate without limit. The District and RHEA are cooperating with employees who wish to “donate” days from their accumulated totals to other employees who are in need of sick leave for a serious illness and who will/have exhausted their own sick leave time. The District and RHEA joint Health Care Committee will assess this program as it progresses. Donated sick days used by a recipient represent an additional cost to the District. Each day used costs the District 100% of the user’s daily rate, funds which would not have been expended if the sick day had remained in the donor’s accumulated total. For this reason, and for the protection of both the donor and recipient, the District will regulate these transactions, in cooperation with the Health Care Committee. The following guidelines will govern the practice of donating sick days.

1. Sick days can only be donated for a serious illness or injury, as determined by the Health Care Committee.
2. The request to donate sick days will be made only on the official form as attached to these guidelines and must be reviewed by the employee’s Supervisor. Any employee may donate to any other employee.
3. For all occurrences of six (6) consecutive work days or more, recipients of donated sick days must file a medical/sick leave form or a letter from their physician describing their condition and prognosis to their Supervisor. This information shall be segregated from the employee’s general personnel file and will not be subject to disclosure pursuant to a public records request.
4. Completed requests to donate sick days will be submitted to the Treasurer’s Office, which will check for availability of sick days before processing.
5. An employee may receive an annual total of no more than thirty (30) donated sick days.
6. The total of an employee’s sick day donations to all recipients may not exceed five (5) days per year with the following limitation: Only employees with an accumulated sick leave balance of fifteen (15) or more days may donate more than one day per year, and must after the donated days are subtracted, maintain a balance of at least fifteen (15) sick days.
7. The donation of sick days is irrevocable. Any donated days which are not used by the recipient will remain credited to the recipient’s accumulated sick day total and will not be returned to the donor by the District.

8. Unused donated sick days will not count toward the severance pay of the recipient. The total of all donated sick days, whether used or not, will be subtracted from the recipient's sick leave balance at retirement.
9. Donations to either classified or certificated recipients are permitted, regardless of the classification of donor.
10. The donation of sick leave days by one employee to another is a charitable act to be undertaken at the sole discretion of the donor. No employee has a right to expect to receive donated days, and no undue pressure on employees to donate sick days to another employee will be allowed. Solicitations of sick days must be undertaken by a third party, not by the intended recipient.
11. The sick day donation process is a discretionary service; any employee's refusal to donate will not be subject to formal grievances.

Sick Leave Donation Form  
Richmond Heights City Schools

TO: Treasurer's office, Health Care Committee and Employee's Principal or Immediate Supervisor

From: \_\_\_\_\_  
(PRINT NAME)

The Donor acknowledges that this donation must conform in all respects with the guidelines set forth on Appendix L of the Agreement.

Donation recipient's name \_\_\_\_\_

Number of days to be donated \_\_\_\_\_. This number must comply with the terms and conditions set forth in paragraph 6 of the donation guidelines.

\_\_\_\_\_  
*RHEA MEMBER'S SIGNATURE*

\_\_\_\_\_  
*TODAY'S DATE*