



13-MED-03-0366  
0424-01  
K29991  
10/10/2013

---

# **NEGOTIATED AGREEMENT**

---

between the

**RIDGEWOOD LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**RIDGEWOOD EDUCATION ASSOCIATION**

**Effective July 1, 2013 through June 30, 2014**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Negotiations Agreement .....	1-4
2	Grievance Procedure .....	4-7
3	Association Rights and Responsibilities .....	7-10
4	Leave Provisions .....	10-16
5	Contracts .....	17-18
6	Vacancies, Transfers and Promotion .....	19-20
7	Teaching Conditions .....	20-24
8	Individual Rights.....	25
9	Complaint Against a Bargaining Unit Member .....	25-26
10	Personnel Files .....	26
11	Termination, Nonrenewal & Reprimand .....	26-28
12	Teacher Evaluation Procedure .....	28-32
13	Reduction in Force.....	33-34
14	Salary Provisions .....	35-37
15	Supplemental Salary .....	38-40
16	Extended Service .....	40
17	Payment for College Credit .....	40-42
18	Severance Pay .....	42-43
19	Teacher Assignment During Preparation/Conference Period.....	43-44
20	Insurance .....	44-46
21	Smoke Free Workplace.....	46-47
22	Hiring/Rehiring Retirees.....	47
23	Labor Management/Building Committee .....	47-48
24	General Provisions .....	48-49

## ARTICLE 1 - NEGOTIATIONS AGREEMENT

### SECTION I – RECOGNITION

#### A. Preamble

The Ridgewood Board of Education and the Ridgewood Education Association recognize that their primary function is to assure each boy and girl attending the Ridgewood Schools the highest level of educational opportunity obtainable within the resources of the District. The Board and the Association believe that high morale of the staff is essential if education of the finest quality is to prevail for the pupils of the school system and that the interests of the educational program are best served when mutual understanding, cooperation, and communication exist among the Board, Administration and Staff.

#### B. Recognition of Association

The Ridgewood Local Board of Education, hereinafter referred to as the “Board”, recognizes the Ridgewood Education Association/OEA/NEA-Local, hereinafter referred to as the “Association”, as the exclusive bargaining representative for full-time and regular part-time teaching personnel, including guidance counselors, dean of students, and school nurse, employed under regular contract. Regular part-time teachers are those who are contracted to and do work on a regularly scheduled basis a minimum of twenty (20) hours per week for all the weeks of the adopted school calendar remaining after their employment.

Positions excluded from the bargaining unit include: Superintendent, Principals, casual day-to-day substitute teachers, teachers working less than twenty (20) hours per week or on an hourly basis, and all other positions in the school district.

Newly created positions shall be placed in the bargaining unit in accordance with the provisions of this section of Article 1.

#### C. Membership in Professional Organizations

Both parties recognize that certificated personnel have the right freely to organize or join, and support any organization for their professional and/or economic improvement. Such organization may set criteria for membership but may not exclude as members on the basis of sex, marital status, race, creed, or national origin.

### SECTION II - NEGOTIATIONS PROCEDURES

#### A. Directing Requests

A request to initiate negotiations shall be submitted in writing by the Association through the local superintendent.

A request to initiate negotiations shall be submitted in writing by the superintendent to the president of the Ridgewood Education Association.

Requests for negotiations may be submitted no earlier than ninety (90) days or later than sixty (60) days before the expiration of the Agreement unless otherwise agreed to by both parties.

B. Negotiation Meetings

An agreement will be reached by the Board and representatives of the Association within five days of the request as to the time and place of the meeting, which shall be held within fifteen days after the request has been submitted, unless both parties agree to an extension of time. Further meetings shall be held at the request of either party involved and negotiations shall be completed within thirty (30) school days or by a mutually agreed time. Meetings shall be scheduled with the least interruption of school schedules; however, if necessary, Association members of the team may be released from school duties without loss of pay to attend meetings. Negotiation meetings shall be in executive session unless mutually agreed to by both parties.

C. Representation

Representative members of the Board or their designated administrative representatives shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to three representatives each of the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Ridgewood Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. Assistance

Up to three (3) consultants may be used by each of the parties in any negotiations meetings. No more than three (3) individuals of each party shall be at the table at any given time; however, both parties shall be permitted three (3) observers at each negotiations session.

E. Study Committees

The parties may appoint joint ad hoc study committees to research, study and develop projects, reports and programs, and to make recommendations on matters under consideration. The committee shall report all findings to both parties.

F. News Release

While discussions are in process, any release prepared for news media shall be provided to the other party prior to release.

G. Information

The Board and Superintendent agree to furnish the Association's negotiation committee, upon request and in reasonable time, both prior to and during negotiations, all routinely and regularly prepared information concerning financial resources of the district and will assist the Association in developing intelligent, accurate, and constructive programs on behalf of the teachers, the students, and the educational program.

SECTION III – AGREEMENT

A. Responsibilities

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

B. Impasse

If agreement is not reached during the thirty (30) day time period, then both parties will jointly request the services of the Federal Mediation and Conciliation Service to help resolve the impasse. Meetings shall be held within ten (10) days and will continue if progress is being made. This dispute resolution procedure is exclusive and shall constitute the parties' "mutually agreed upon alternative dispute resolution procedure" under Section 4117.14(C)(1)(f) of the Ohio Revised Code. In the event the members of the negotiations teams are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Exclusive Representative shall have the right to proceed in accordance with Section 4117.14(C)(2) through 4117.14(C)(6) plus 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

SECTION IV – RIGHTS OF INDIVIDUALS

Nothing in this Document will prohibit any certificated employee from presenting views or grievances which affect his status in the district to the superintendent or to the Board in accordance with established procedure. Negotiations, however, shall be conducted according to this Document.

SECTION V – RENEGOTIATIONS

On request of the Board of Education or the Association, following any action by the Ohio General Assembly or changes in applicable federal law affecting any agreement or part thereof in effect, renegotiation shall occur on any or all of those parts of the agreement affected by such action. The Board and Association may upon mutual agreement, hold preliminary negotiation meetings at any time.

## SECTION VI – DEFINITIONS

### A. Professional Negotiations

“Professional Negotiations” means conferring, discussing, and negotiating in good faith between the Board of Education or its designated full-time administrator or representatives, and a recognized teacher organization through its designated representatives in an effort to reach agreement with respect to salaries, hours, and working conditions and other matters of concern by such Board and/or Association.

### B. Good Faith

“Good Faith” involves coming to the negotiating table with the intention of negotiation, not of dogmatically pursuing preconceived stands. Good Faith requires the Association and Board to be willing to react to each other’s proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counterproposals. Good faith requires both parties to recognize negotiations as a shared process. The obligation of the Board and its representatives and the representatives of the Association to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

## ARTICLE 2 – GRIEVANCE PROCEDURE

### SECTION I – GRIEVANCE INTERPRETATION

The Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its bargaining unit members can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all bargaining members and no reprisals of any kind shall be taken against any bargaining unit member initiating or participating in the grievance procedure.

#### A. Purpose and Objectives

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

#### B. Definitions

A grievance is an alleged violation, misinterpretation, or misapplication of the negotiated agreement. Lowest administrative level shall mean the appropriate supervisor at the lowest level having authority to resolve the grievance.

#### C. General Provisions

1. An individual grievance may be initiated by the person so aggrieved or the Association. A grievance initiated by the Association shall include the name of at

least one bargaining unit member who could be harmed by the action from which the grievance arose.

2. A group grievance may be initiated by the Association on an alleged violation that affects two (2) or more bargaining unit members in a like manner.
3. An alleged violation should be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure. However, the informal level may be waived by the grievant or the supervisor.
4. A grievance shall be reduced to writing and include:
  - (a) The alleged violation;
  - (b) The provision(s) of the agreement alleged to be violated, misapplied, or misinterpreted;
  - (c) Date alleged grievance occurred; and
  - (d) Relief sought.
5. The Association shall be available to assist any bargaining unit member in preparing the proper and complete information necessary to expedite the procedure.
6. A grievant may appear in his/her own behalf or shall have the right to Association representation at the informal procedure and at Levels I, II, III, and IV of the Grievance Procedure. When a grievant appears in his/her own behalf, the Association shall be given reasonable notice and a representative may attend and may become a party to the grievance.
7. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.
8. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
9. Failure of the administration to respond in the time limit stated will mean the grievance shall proceed to the next step of the grievance procedure. (Except in situations of an emergency nature, the stated time limits may be extended by mutual consent).
10. A grievance may be initiated at Level II when it has been determined by the building principal that the subject is not within his realm of responsibility or control.
11. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board.
12. Nothing contained in this procedure shall be construed as limiting the individual rights of a bargaining unit member having a complaint or problem, to discuss the

matter informally with members of the administration through normal channels of communication.

13. A day shall be a day on which the school board offices are open for business.
14. No reprisal shall be made against any party involved in the use of this grievance procedure.
15. A grievance may be withdrawn at any level without prejudice or record.
16. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure herein described.
17. No grievance shall be submitted to arbitration without consent of the Association's executive committee. Once a grievance is submitted to Arbitration, the Association shall select an Association consultant to represent the grievant.

## SECTION II – PROCEDURE

### A. LEVEL I – ADMINISTRATION

A copy of the written grievance shall be submitted to the aggrieved immediate administrator and the local superintendent within fifteen (15) days of becoming aware of the alleged violation.

A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within five (5) days of the meeting, the administrator shall provide the aggrieved with a written response stating his/her position relative to the alleged grievance.

### B. LEVEL II – SUPERINTENDENT

If the aggrieved is not satisfied with the position stated in Level I, he or she may within five (5) days of receipt of such written response, submit his or her written grievance to the superintendent and request a meeting to discuss the grievance.

The meeting shall be within five (5) days of the request.

The meeting shall be conducted in a manner stated in Level I.

Within five (5) days of the meeting, the superintendent shall provide the aggrieved with a written response stating his/her position relative to the alleged grievance.

C. LEVEL III – BOARD

If the aggrieved is not satisfied with the position stated in Level II (Superintendent), he or she may within five (5) days of receipt of such written response, submit the grievance to the Board of Education and request a hearing to discuss the grievance.

The hearing shall be held in executive session within ten (10) days of the request, and upon mutual agreement between the grievant and the Board, may be held in an open hearing. The grievant and/or Board may be represented by advocates of their choice.

Within five (5) days of the hearing, the Board shall provide the aggrieved with a written response stating the Board's position for resolving the grievance.

D. LEVEL IV – ARBITRATION

If the aggrieved is not satisfied with the position stated in Level III (Board), he/she shall be allowed ten (10) days to file a written appeal with the Board. Arrangements shall be made between the Board and the grievant, to select an arbitrator within ten (10) days of receipt of the appeal. The arbitrator shall be chosen using the Voluntary Labor Arbitration Rules of the American Arbitration Association. Final resolutions shall be rendered as soon as possible by the arbitrator and that decision shall be binding to both the Board of Education and the grievant.

The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify any terms of this Agreement, nor shall he make any decisions contrary to law. He shall not imply obligations and conditions binding upon the parties from this Agreement except as set forth herein.

The arbitrator may rule on procedures related to bargaining unit member evaluation, but shall not substitute his judgment for that of the evaluator.

The powers of the arbitrator related to transfer and assignment of any employee shall be limited to ruling on questions of procedure.

In the event that a case is submitted to an arbitrator on which he has no authority to rule, it shall be referred back to the parties without decision or recommendation on its merits.

The loser shall pay 75% of the cost of the arbitrator.

**ARTICLE 3 – ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. The president of the Association or his/her designee shall have the right to visit all schools in the district for the purpose of carrying out Association business. Such visits shall be made only upon prior notification to the school principal and shall not conflict with their normal duties.

- B. The Board shall supply the Association with the names and addresses of all new teachers within one (1) week after official Board action employing such teachers. Such information shall be only for the use of the Association.
- C. The Association shall be provided bulletin board space in the teachers' lounge in each school for the posting of notices and other materials relating to Association activities. The bulletin board space shall be identified with the name of the Association. The Association building representative has the responsibility of maintaining the bulletin board.
- D. Representatives of the Association shall be permitted to transact Association business on school property at reasonable times, before and after lunch, planning and conference periods.
- E. The Association building representative or his/her designee may use individual school office equipment and audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for all consumable materials.
- F. The Association shall be provided a place on the agenda to address the Board at regular school board meetings. However, no issue submitted for negotiation or any item included in the negotiated agreement may be presented to the Board as a subject for discussion, unless all other avenues set forth in this agreement have been utilized.

The Board shall provide the designated Association representative the exact Board meeting agenda including all attachments or addenda except for documentation used for personnel decisions or other sensitive issues that will be subject to the executive session. This information shall be provided to the designated Association representative at the same time as it is sent to the board members.

- G. The Association agrees to be responsible for conducting the United Way Campaign among members in the bargaining unit.
- H. The Association agrees to be responsible for encouraging bargaining unit member involvement in community and professional development such as: attendance of subject or general professional programs at the Local, State, or National level; involvement in community and civic activities.

I. RIGHT TO FAIR SHARE FEE

1. Payroll Deduction of Fair Share Fee

In accordance with the provisions of Section 4117.09(C) of the Ohio Revised Code and as a condition of employment, the Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Ridgewood Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for newly-hired bargaining unit members until the employee has served thirty (30) calendar days

as a bargaining unit member. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining in accordance with the rebate procedures established by the Ohio Education Association to comply with requirements of section 4117.09(C) of the Ohio Revised Code.

2. Notification of the Amount of Fair Share Fee

The "fair share fee" shall be no greater than the total dues paid by members to the Association and its OEA and NEA affiliates. The Association shall provide the treasurer a list of the names of those unit members who are not members of the Association and the total amount of the "fair share fee" to be deducted for each. The treasurer shall be provided this list by January 1 and shall be provided the names of fair share fee payers hired after December 15 at least two (2) weeks prior to the payroll in which fees shall be deducted.

3. Upon Termination of Membership

A bargaining unit member may terminate membership by giving the treasurer of the Board written notice of cancellation between September 1 and September 10 of any given year. The treasurer will then notify the Association of the withdrawal of membership and will automatically deduct the fair share fee in keeping with Article 3, Section I.

4. Transmittal of Deductions

The Board further agrees to accompany each transmittal with a list of the names of the bargaining unit members for who all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. Religious Exemption

Any exemptions made to this procedure because of a bonafide religious belief shall be made pursuant to Ohio Revised Code 4117.09(C).

8. Indemnification of Employer

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

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

**ARTICLE 4 – LEAVE PROVISIONS**

**SECTION I – SICK LEAVE**

Employees of the Ridgewood School District shall be authorized sick leave in keeping with provisions of the Ohio Revised Code and the Board policy as herein stated.

Employees shall accrue sick leave at the rate of 1-¼ days per month while under contract with the Board of Education for a maximum of fifteen (15) days per year.

An employee new to the district may transfer sick leave previously accumulated elsewhere upon verification of such accumulation from the proper public agency pursuant to Section 3319.141 of the Ohio Revised Code.

Part-time employees regularly appointed to specific positions by the Board of Education shall be granted proportionate benefits.

Unused sick leave may be accumulated to two hundred forty (240) days.

After a bargaining unit member reaches 225 sick days, the bargaining unit member will be paid for “NON-USED SICK DAYS” as follows:

3 days missed	=	\$100
2 days missed	=	\$175
1 or 0 days missed	=	\$225

Upon beginning the duties of employment, employees new to the district shall be granted five (5) days of sick leave, but the maximum annual accumulation shall be fifteen (15) days.

A. USE OF SICK LEAVE

Employees of the Board of Education may use sick leave for absence due to illness, pregnancy disability when certified by the attending physician, injury, exposure to contagious diseases, which could be communicated to other employees or to pupils, and to illness or death in the immediate family as follows:

1. For personal illness or injury, or exposure to contagious disease, employee may use accumulated sick leave.
2. For serious illness or death in the employee’s immediate family:
  - a. Immediate family includes: father, mother, brother, sister, wife, husband, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, and any other relatives whose regular residence is the home of the employee.
  - b. Absence due to the death of other relatives who are considered close to the employee and the death of a close friend may be approved by the superintendent.
  - c. Leave can be for three to five days, the fourth and fifth day if extenuating circumstances prevail.

B. PROCEDURE

Notification in all cases shall be given by the employee no later than 7:00 A.M. on the morning of absence. An employee leaving during the workday shall notify his/her supervisor before leaving the building. The proper forms will be completed upon return to work.

C. APPLICATION AND ENFORCEMENT

The superintendent of schools shall be the “responsible administrative official” for the application and enforcement of these regulations, and shall in all cases be guided by the policy and procedure herein set forth.

D. WORKER'S COMPENSATION

If the absence of an employee is due to an accident or injury to an employee which is compensable under the rules governing Worker's Compensation, it shall be the duty of the employee to apply for such compensation and the Board of Education shall then be liable for the difference between the compensation allowable by the Industrial Commission and the normal payments herein authorized.

E. LENGTH OF SICK LEAVE

If absence due to personal illness exceeds five (5) consecutive days during which the employee would normally be on duty, the Board of Education shall have the authority to request a "Physician's Certificate" be completed and presented to the building principal or supervisor and hence forwarded to the treasurer.

F. FALSIFICATION OF SICK LEAVE

Falsification of sick leave is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

SECTION II – PERSONAL LEAVE

- A. 1. The Ridgewood Board of Education grants three (3) working days per year with pay for personal leave, which days shall not be deducted from sick leave. The leave is to be non-accumulative. All arrangements for use of personal leave shall be made through the principal's office and superintendent's office in reasonable time to allow employment of substitutes.
2. All three (3) of the personal days shall have no restrictions as to usage except that they cannot be taken on consecutive days without superintendent approval and in the month of May a reason for leave must be stated. No more than 10% of the staff may be granted personal leave on any given day, without the superintendent's approval. In the case of the aforementioned, leave will be granted according to date and time of approval.
- B. Each member of the bargaining unit shall be paid a salary supplement for the limited or non-use of personal leave as follows:
- |    |  |                                  |
|----|--|----------------------------------|
| 1. | No days used   | Supplemental payment of \$175.00 |
| 2. | One day used   | Supplemental payment of \$100.00 |
| 3. | Supplemental salary payments for limited or non-use of personal leave and non-used sick days shall be made the second salary payment in June.  |                                  |
| 4. | The members of the bargaining unit may elect (by written request) to have their unused personal days added to their sick day accumulation and subject to the limitations of sick days. |                                  |

### SECTION III – UNPAID LEAVE

The Board shall grant unpaid leaves of absence in keeping with the following:

- A. Unpaid leave of absence shall be granted not to exceed two (2) years; normally such leave shall be granted according to semester time periods for the following:
  - 1. Personal injury
  - 2. Personal disability
- B. Unpaid leave of absence shall be granted not to exceed one (1) school year; normally such leave shall be granted for a period not to exceed one semester:
  - 1. Maternity
  - 2. Other reasons agreed to by the Board.
- C. Request for unpaid leaves of absence should normally occur the last thirty (30) days prior to the end of the current school year for which said leave is requested. The reason for the leave shall be stated in the request.
- D. Names of bargaining unit members on an unpaid leave of absence shall be carried on the roster and may continue group insurance benefits by exercising their rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA).
- E. A bargaining unit member returning from an unpaid leave of absence shall retain seniority rights as if fully employed and shall be placed on the appropriate step of the salary schedule in keeping with other provisions of the Agreement and related Board policies.
- F. The Board will maintain insurance coverage in accordance with the required provisions of the Family and Medical Leave Act.

### SECTION IV – PROFESSIONAL LEAVE

- A. Full time teachers may be granted professional leave to attend meetings or clinics, make curriculum visitations, serve on accrediting teams, or for similar reasons. Professional leave also includes attendance at meetings, conferences or clinics related to an employee's supplemental contract. If professional leave is requested by the administration, said leave will not count towards the member's three (3) days. The professional leave reimbursement schedule shall apply to administrative requests for attendance.
- B. A written request for professional leave shall be made in advance to the building principal. The request shall include the date, purpose, and estimated expenses.
- C. Approved leave shall be with pay. The approval will indicate what expenses, if any, are to be paid by the Board.
- D. Expense reimbursement shall be on the following basis:

1. Registration fee – Actual cost
2. Lodging, meals – Receipt required, maximum One Hundred Twenty dollars (\$120.00) per day for lodging and Sixty dollars (\$60.00) per day for meals. Meals are only reimbursable for expenses incurred from overnight stays.

Meal reimbursement shall not be available for expenses after the close of the seminar/conference.

In the event that more than one individual is out over night for professional leave and the room rate is in excess of One Hundred Twenty dollars (\$120.00) for lodging, the following may be exercised:

- a. The individuals can decide to room together and pool their funds to offset the additional rate. This option is only available if there is a cost savings to the Ridgewood Local School District; or
  - b. Individual rooms can be reserved; however, any amount above the allowable expense is not the responsibility of the Ridgewood Local School District.
3. Travel – IRS rate in effect July 1 of the said year for the upcoming school year, per mile if personal vehicle is used. Actual cost if public carrier is used. Total bills may be spread evenly between the number of days of leave; i.e., motel, \$100.00 could be \$50.00 per day. For all Board-approved travel, the IRS rate, in effect on July 1 of each year shall govern for the school year.
- E. No bargaining unit member shall be allowed more than three (3) days professional leave in any one school year, including attendance at meetings, conferences or clinics specifically related to employee's supplemental contract.
- F. Normally, only one day will be granted that is related to an employee's supplemental contract. If an employee has more than one supplemental contract, a day may be granted for each supplemental contract.
- G. All requests must be filed and approved by the superintendent prior to the date of attendance through use of the approved form. Notice of at least forty-eight (48) hours must be given by the employee when requesting professional leave.
- H. Approved staff attendance at district, state, and regional competitions with students on a regularly scheduled contract day, shall be paid leave in addition to other leave provisions of Article IV.

#### SECTION V – ASSOCIATION LEAVE

The Association shall be granted ten (10) days annual leave for representatives to attend professional business meetings. This leave is non-accumulative. The Board will pay the cost of employing a substitute. The Association will be responsible for the expense of the

representative(s) at such meetings. All requests must be filed with the superintendent at least 48 hours in advance.

#### SECTION VI – CIVIC LEAVE

- A. Military leave with pay shall be granted as set forth in the Ohio Revised Code, Section 5923.05 and 3319.14.
- B. Leave shall be granted for serving in a public capacity such as jury duty, witness, defendant, and related activities, so long as the teacher is not appearing as a witness or party adverse to the Board. If a teacher serves on jury duty, they shall be paid full salary minus all monies from jury compensation while serving in that capacity.

#### SECTION VII – SABBATICAL LEAVE

The Ridgewood Local School District will consider requests for Sabbatical Leave according to the provisions herein stated and according to the provisions of the Ohio Revised Code 3319.131.

A member of the instructional staff, upon written request to the Board, may be granted a leave of absence with partial pay for up to one school year. The grounds for refusal of a Sabbatical shall be the filing of an insufficient plan of professional improvement as determined by the superintendent and the Board, financial, lack of suitable replacement as determined by the superintendent, and for other just cause as determined by the Board.

- A. A member of the instructional staff shall have had five (5) years educational experience in the system.
- B. A plan of professional improvement during the period the sabbatical leave is requested shall be submitted.
- C. The partial salary shall be the difference between the employee's regular salary and the cost of the substitute.
- D. No more than five percent (5%) of the instructional staff shall be granted sabbatical leave at one time.
- E. Additional sabbatical shall be made available to members of the instructional staff after completion of five (5) additional years teaching experience.
- F. Members of the instructional staff returning from sabbatical shall be returned to the same assignment or equivalent position held prior to such leave.
- G. A bargaining unit member on sabbatical leave must return to the Ridgewood District for at least one year or repay all benefits received.
- H. Sabbatical leave must be applied for by June 1<sup>st</sup> of the year for which leave is requested.

## SECTION VIII – ASSAULT LEAVE

Assault leave with pay will be available to members of the bargaining unit who are unable to perform their contract duties because of injury or illness caused by an attack on said member while he/she is performing his/her contract duties, or who is attacked while in attendance at a school-sponsored activity in which the attack was the direct result of an incident which occurred while the member was performing his/her regularly assigned duties. All such leave will be subject to the following provisions:

- A. Assault leave under this provision shall not be charged to sick leave.
- B. Such paid leave will be limited to a maximum of twenty (20) working days per school year.
- C. The bargaining unit member shall be required to provide a physician's statement describing the nature of the disability and its duration.
- D. The bargaining unit member will be maintained on full pay status with fringe benefits during the period of paid assault leave.
- E. If upon the exhaustion of both sick leave and paid assault leave of twenty (20) days, the bargaining unit member is still unable to perform his/her duties, he/she shall be eligible for a disability leave of absence according to the provisions of this Agreement.
- F. The bargaining unit member shall file a report with his/her principal within two days identifying the following:
  - the nature of the injury
  - the date of the injury
  - the individual(s) involved
  - the facts and circumstances

In addition, the staff member shall demonstrate a willingness to participate and cooperate with the Board if the Board decides to file a report or pursue legal action with the appropriate authorities.

## SECTION IX – SHORT-TERM UNPAID LEAVE

Upon written request, members may be granted a short-term unpaid leave up to a maximum of five (5) days per contract year for reasons other than those which may be granted under sick leave or personal leave. Said requests for short-term unpaid leave shall be submitted in writing with the reason for the request to the local superintendent for approval at least five (5) work days prior to the date of taking such leave. Said leave must be taken in full day increments.

## SECTION X – PERFECT ATTENDANCE INCENTIVE

Members of the bargaining unit who have not missed any day of attendance during any single school year shall receive a perfect attendance incentive of two hundred dollars (\$200.00). Jury duty and/or professional leave shall be excluded from this section.

## ARTICLE 5 – CONTRACTS

The Board shall provide each member of the bargaining unit written contracts in accordance with Section 3319.08 of the Revised Code of Ohio and Board-adopted policies as follows:

- A. Any agreement to act as supervisor for extra-curricular activities for which additional compensation is to be paid, by supplemental contract.
- B. Any bargaining unit member presently under contract will have the same teaching assignment for the following year unless notified in writing prior to August 1<sup>st</sup> of a change in assignment. Bargaining unit members who qualify will be given preference on the basis of seniority, subject to final determination by the superintendent, of assignment to positions in existing programs which become open.

Persons involved in any change will be consulted before changes are made on his/her contract.

- C. In consideration of the services rendered by the bargaining unit member, the Board of Education agrees to pay said bargaining unit member a base annual salary as prescribed by the salary schedule of the school district, according to degree and years experience, whether existing or hereafter adopted. The initial compensation to be paid under a contract shall appear on the contract.
- D. Bargaining unit members shall be employed pursuant to a total of not more than 183 days which shall be allocated as follows:
  - 1. 180 days of classroom instruction, which includes one (1) parent/teacher conference day.
  - 2. One (1) day for teacher in-service.
  - 3. Two (2) work days.

In addition, teachers new to the district may be required to attend a one (1) day in-service orientation program.

- E. In performing his professional duties, the bargaining unit member agrees to abide by and maintain the applicable laws and existing rules and regulations of the Board of Education.
- F. The Board shall comply with all statutory requirements related to the required number of days the district shall be open for instruction. If the adopted calendar includes a spring break, required make-up days shall not exceed two (2) days during the spring break. Any made-up days beyond five (5) shall be scheduled by the Board with input from the Association.
- G. Each teacher before signing a contract shall have been notified by the superintendent or his/her designee according to Section 3307.21 of the Revised Code as to his/her duties and obligations pertaining to the State Teachers Retirement System as a condition of employment.

- H. The president and treasurer of the Board of Education, by affixing their signatures to a contract, represent that all necessary implementing resolutions have been adopted by the Board and that a copy of the Board’s existing rules and regulations affecting the performance of professional duties have been made available to the teacher, on or before the first day of school.
  
- I. Teachers who have obtained tenure in another Ohio school district will be offered a one (1) year contract the first year of employment. Upon successful completion of this contract, said teacher will be eligible for a second one (1) year contract; upon completion, said teacher will be eligible for a continuing contract as specified by Ohio contract law.
  
- J. Teachers who have not obtained tenure in another Ohio school district will be offered a one (1) year contract upon initial employment. After the successful completion of this contract, such teacher will be eligible for a second one (1) year contract. If at the end of this time such teacher is eligible for tenure, said teacher will be eligible for a continuing contract, or a limited contract of one (1) or two (2) years duration along with a written explanation relating to the teacher’s professional improvement as outlined in Ohio teacher contract law. If the teacher successfully fulfills this limited contract, such individual will be offered a Continuing contract or be non-renewed. If at the end of any limited contract, the administration through evaluation, feels a teacher needs improvement in one or more areas, the teacher can be awarded a one (1) year limited contract along with a written explanation relating to the teacher’s professional improvement as outlined in Ohio teacher contract law. If the teacher successfully fulfills this limited contract, such individual will be offered a contract in the normal sequence listed above or be non-renewed. This Probationary Limited Contract does not count into the numbering sequence (i.e., 1 yr., 1 yr., 1 yr., 2 yr., 2 yr., and 3 yr.).

Sequence of Limited Contracts

Upon Initial Employment	One Year
Second Contract	One Year
Third Contract	One Year
Fourth Contract	Two Years **
Fifth Contract	Two Years
Sixth Contract	Three Years or Continuing

*\*\*teacher is eligible for a Continuing Contract after the first year of the Two Year Contract.*

All contracts after the seventh (7<sup>th</sup>) year will be three (3) year contracts until eligible for a continuing contract.

- K. All teachers hired shall be placed on the salary schedule which is in effect at the time their contract begins, commensurate with their degree and experience.

## ARTICLE 6 – VACANCIES, TRANSFERS, AND PROMOTION

### SECTION I – VACANCIES

A vacancy shall exist when a position becomes available due to one of the following occurrences: death, STRS disability retirement and Board approved retirement, termination, new position, resignations, transfers, and promotions.

1. If a vacancy occurs prior to July 15 of any school year, the most qualified teacher who applies will be offered the position. Seniority shall not be the basis for making the selection of the most qualified teacher, except when making a decision between teachers who have comparable evaluations.
2. A vacancy created after the school year begins will be posted to be filled at the beginning of the next school year if the posting and filling during the current school year is determined by the superintendent to be disruptive to the educational program.
3. A temporary vacancy shall exist when the Board approves a one school year leave.

### SECTION II – VOLUNTARY TRANSFER AND/OR ASSIGNMENT

- A. Not later than May 1 and monthly thereafter of each school year, the superintendent shall cause to be posted in all school buildings a list of known vacancies which will occur for the following school year.
- B. Bargaining unit members who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the superintendent not later than five (5) working days after being posted.
- C. In acting on a request for voluntary reassignment and/or transfer, the following criteria apply:
  1. Individual qualifications and evaluations.
  2. Instructional requirements.
  3. Staff availability and experience.
  4. Special criteria established by the administration to achieve staff balance.
  5. Where the foregoing factors are substantially equal the preference in assignment or transfer shall be given to the applicant who, in the judgment of the superintendent, will be best for student learning.
  6. The superintendent will maintain a seniority and certification file for each certified employee and review yearly to assure that seniority is properly followed.

7. Head coach and/or personnel vacancies will be filled with the most qualified people as determined by the Board of Education. Bargaining unit members will receive strong consideration for any openings in the extra-curricular programs.

Extra-curricular assignments may vary from the seniority list. The head coaches may recommend personnel to complete their staff.

### SECTION III – INVOLUNTARY TRANSFER AND/OR REASSIGNMENT

- A. Bargaining unit members being involuntarily transferred or reassigned shall be given the opportunity to meet with the local superintendent to discuss the reasons for said reassignment. Said reasons shall be given in writing to the bargaining unit member upon his/her request. An involuntary transfer or reassignment after August 1<sup>st</sup> to be effective during the current school year will be made only after a meeting between the bargaining unit member involved and the superintendent, at which time the bargaining unit member may at his option have a representative of his choice to be present at such meeting.

Any reassignment made pursuant to this policy shall be in the best interests of the school district as determined by the superintendent.

- B. A bargaining unit member being involuntarily transferred or reassigned will be placed only in a position for which such a bargaining member is certificated.

### SECTION IV – PROMOTION

- A. The Board declares its general support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff; provided, however, nothing herein shall preclude the Board of Education from determining that the interests of the school system can best be served by actively seeking candidates from outside the district.
- B. Whenever a vacancy arises or is anticipated, the superintendent shall promptly cause to be posted a notice of same on a bulletin board in each school building for no less than five (5) work days before the position is filled. Vacancies shall be filled on the basis of the experience, competency, and qualifications of the applicant, length of service in the district, and other relevant factors. Any new positions, excluding supervisory positions, shall be posted. It is understood that nothing in A. or B. precludes the Board of Education from making the final decision.

### ARTICLE 7 – TEACHING CONDITIONS

- A. When in the judgment of a member of the bargaining unit, a student requires the attention of a counselor, pupil personnel services employee, physician or other specialist; he/she will so inform the principal. The principal will arrange a conference with the teacher to discuss the problem and to determine an appropriate course of action. Any change in assignment for the student shall be made by the principal with the approval of the superintendent.

- B. Physical force may be used by a teacher to protect himself or another teacher and/or student from possible injury or, in an extraordinary case of breach of discipline, to restrain a disruptive pupil, provided the force used is reasonable under the circumstances. Teachers will immediately report all such instances, as well as any cases of assault on themselves in connection with their employment, to their principal or immediate supervisor in writing, giving in detail the circumstances thereof.
- C. Bargaining unit members employed under regular contract to perform regular duties shall be governed by, but not limited to, the following working conditions:
1. The Board of Education will approve the forthcoming school year calendar by May 1<sup>st</sup> of the preceding school year.
  2. All senior and middle school teachers shall be provided planning and conference time in accordance with the requirements of State Board of Education Minimum Standards. Current = 200 minutes each week.
  3. Elementary teachers shall be granted planning and conference time in accordance with the requirements of the State Board of Education Minimum Standards. Current = 200 minutes each week.
  4. Travel time, during the school day, shall not be considered lunch or conference time. Members of the teaching staff involved in travel from one building to another during the school day shall be reimbursed the IRS rate, in effect on July 1 of each school year. Travel to and from any building at the beginning or end of any school day shall not be considered as traveling teacher expense.
  5. The workday for bargaining unit members shall not exceed seven and one-half (7-½) hours per day, including a thirty (30) minute duty-free lunch period.
  6. Members requested by the local superintendent to serve on Ridgewood Local Board of Education curriculum or textbook selection committees shall be granted a supplemental contract, the salary of which shall be determined based upon the length of time the member is required to serve and in accordance with the provisions of Article 15. Participation on such committees shall be voluntary.
  7. Members of the bargaining unit may enroll their legally dependent children tuition free in the Ridgewood Local Schools provided:
    - a. Their enrollment shall not violate the Open Enrollment Policy and/or State Board of Education Minimum Standards relative to pupil-teacher ratio requirements.
    - b. The Ridgewood Local Schools must have in existence appropriate educational programs and staff to which the child or children must be assigned.
    - c. The children shall comply with Board and administration policies, rules, and regulations governing the conduct of students.

- d. The member provides for their transportation to and from school.
  - e. The member agrees to have their child or children reassigned to another building should enrollment in the attendance center to which they are assigned require it.
8. Members required to attend sports medicine workshops as the result of their supplemental contracts with the Board will be reimbursed for their travel and registration only, upon submission of a professional leave form in accordance with the professional leave provision of Article 4, Section VI. This shall not result in a deduction of an employee's professional leave.
- D. Class size shall be balanced to the greatest degree possible. The following objectives should be pursued.
- 1. Adequate instructional materials shall be provided for all students including textbooks, consumable supplies, etc.
  - 2. Bargaining unit members are to be provided necessary materials to instruct their respective classes and perform their duties or assignment.
  - 3. No class shall exceed the number of desks or training stations available for the number of students assigned at any one time.
  - 4. Class size and assignments shall be established in accordance with the requirements of the State Board of Education Minimum Standards. The local superintendent shall strive to maintain 25 students per class in grades K-4 and 30 students in grades 5-6 to the extent resources and facilities permit as determined by the Board.
- E. Assignment of secondary teachers should be so arranged that no one teacher has more than four (4) lesson preparations during any one semester.
- F. Special classes shall not exceed the number of students as directed by State or Federal regulations. When a student with an active IEP is assigned to a regular class, the regular classroom teacher shall be invited to participate in the development of the IEP at which time the need for special services, instructional materials, and assistance will be determined. The Board shall provide the opportunity for the regular classroom teacher to participate in the IEP development. Conferences shall be scheduled during the regular school day, if possible. The Board shall provide a substitute for the regular classroom teacher for the entire time of the IEP conference if scheduled during the regular school day.
- G. Bargaining unit members employed under regular contract to perform regular duties in the elementary schools in the district shall have a one-half (1/2) hour duty-free lunch time.

H. When in the judgment of the superintendent school is started on a delay basis, the school will be dismissed at the regular time with high school classes being shortened equally.

I. Local Professional Development Committee

1. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

2. Term of Office

The term of office for members serving on the committee shall be for three (3) years on a rotating basis.

3. Committee Compositions and Selection

a. The committee shall be comprised of five (5) members as follows:

- 1) One (1) elementary teacher (K-3), one (1) middle school teacher (4-7), and one (1) high school teacher (8-12), selected by the Association executive committee. (This is a recommendation, not a requirement).
- 2) One (1) principal selected by the school district's principals.
- 3) One (1) other representative selected by the superintendent.

4. Chairperson

The committee chairperson shall be determined by a majority vote of the committee members.

5. Decision Making

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

6. Training

Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs. Such training will be on release time, if possible, and shall be considered as school business.

7. Meetings and Compensation

- a. The LPDC shall meet as often as the members deem necessary to complete their work. Not later than August 31 each year, the committee shall post their meeting schedule in each building. Additional meetings may be scheduled as necessary.
- b. Committee members shall receive a supplementary salary contract for committee work. Committee members shall submit a voucher by May 1 of each year indicating completion of the year's work.
- c. The committee members shall present a comprehensive report and time sheets to the Board and Association at their respective meetings in May.
- d. The committee meetings shall be conducted under Robert's Rules of Order.

8. Committee Responsibility

The committee's responsibilities shall include, but not be limited to, approval of individual professional development plans for all certificated employees, and approval of all CEU's, coursework, workshops, etc. that could be used for professional growth.

9. Appeals Process

Within thirty (30) days of publication of the Ohio State Department of Education regulations/guidelines on LPDC appeals, the Ridgewood Education Association and the Board shall meet to bargain the appeals procedure.

- J. In the event a bargaining unit member is required to meet with a member of the administration, and the bargaining unit member believes that such a meeting would be detrimental to his/her employment, the meeting will be held at a time when Association representation is available to the bargaining unit member.

The bargaining unit member will be given sufficient time to secure association representation and the administration will advise the bargaining unit member of his/her right to secure representation.

- K. Bargaining unit members will not be called away from their regular teaching or supervisory duties for the purpose of meeting with the administrative staff regarding employment related matters unless an emergency exists. Emergency shall be defined for the purpose hereof as a sudden, unexpected, and compelling event that demands immediate attention. The superintendent will determine emergencies.

## **ARTICLE 8 – INDIVIDUAL RIGHTS**

- A. The Board agrees that all members of the instructional staff are entitled to full rights of citizenship regardless of race, color, creed, or place of origin.
- B. The Board further agrees that members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interest.
- C. The Board further agrees that members of the instructional staff have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.
- D. The Board further agrees that the private and personal life of any teacher is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment as long as it does not interfere with his/her teaching duties.
- E. The Board further agrees that members of the instructional staff have the right to accept or reject extra-curricular contracts. The administration and/or the Board will request that a teacher accept or reject an extra-curricular contract. The Board and/or administration will automatically accept a teacher's rejection of an extra-curricular contract and not offer the same extra-curricular contract again the same year to the teacher.
- F. The Board further agrees that members of the instructional staff may wear insignias, pins, or other identification of membership in the Association or other civic or professional organizations, on school premises, or place insignias on an individual's mailbox in the school building.
- G. The Association agrees that members of the instructional staff shall abide by Board policies in effect to the extent that his/her personal safety and well-being will not be threatened or professionally demeaned, nor will that of the students.
- H. The Board further provides the right of due process to all members of the instructional staff in accordance with the Grievance Procedure set forth in Article 2 of this Agreement on questions of the alleged violation, misinterpretation, or misapplication of this Agreement.

## **ARTICLE 9 – COMPLAINT AGAINST A BARGAINING UNIT MEMBER**

- A. When a complaint is made to the Board or any of its members or school administrators by a person concerning a bargaining unit member's conduct or other activities that relate to the teacher's employment duties, the teacher shall be informed of the stated concern by the appropriate administrator. The appropriate administrator and bargaining unit member shall attempt to resolve the concern with the parent.
- B. Should the person still not be satisfied and bring the concern to the Board, the bargaining unit member shall be so informed and have the right to provide the Board with information concerning the issue, in executive session with rights of representation and due process.

- C. In no case shall such a complaint be grounds for action or reprimand or discipline against the bargaining unit member without the bargaining unit member having prior notice that would allow a reasonable period of time for the bargaining unit member to attempt to resolve the concern or be provided a hearing with representation, if requested, or provide information on the issue to the administration.
- D. Anonymous complaints received by the Board and administration shall not be heard or investigated.
- E. No record of a complaint shall be filed in the member's personnel file unless a conference was held between the administration and the member to review the complaint and the member was given the opportunity to request and meet with the complainant. If the complainant refuses to meet with the bargaining unit member, the complaint shall not be processed further.

### **ARTICLE 10 – PERSONNEL FILES**

- A.
  1. A personnel file shall be maintained for each employee in the superintendent's office, and such file shall be the only official file for the employee. The file shall be kept as confidential as permitted by law. A separate jacket for personal information, which is not open to the public, will be kept in the personnel file.
  2. The Board agrees that any member will have full and complete access to any file being maintained on said member.
  3. A copy of any material placed in a member's personnel file shall be forwarded to the member.
  4. Anonymous letters or information shall not be placed in an employee's file nor shall any record be made of same.
  5. Any member who disputes the accuracy, relevance, completeness, or timeliness of material contained in his/her personal file shall be able to proceed under the provisions of Sections 1347.09 and 1347.10 of the Ohio Revised Code.

### **ARTICLE 11 – TERMINATION, NONRENEWAL & REPRIMAND**

#### **SECTION I – TERMINATION OF CONTRACT**

Termination of a bargaining unit member's contract shall be according to Section 3319.16 and 3319.161 of the Ohio Revised Code.

#### **SECTION II – NONRENEWAL OF REGULAR LIMITED CONTRACT**

- A. Teachers in their first two (2) years of employment with the district will be considered "probationary teachers." On or before June 1<sup>st</sup>, a limited contract teacher who has been

employed for two (2) or fewer years may be notified by the superintendent that he/she will not be recommended to the Board for the next school year. This nonrenewal procedure for probationary teachers supersedes all provisions of Section 3319.11 of the Ohio Revised Code, and such probationary teacher shall have no right to challenge a nonrenewal pursuant to the negotiated grievance procedure, Section 3319.11 of the Ohio Revised Code, or in any other forum.

- B. Nonrenewal of a regular limited contract teacher, who has been employed in the district for three (3) years or more, shall be due to a bargaining unit member's lack of ability or low degree of professional competency or other good and just cause as determined from formal evaluation by the school administration.
- C. It is the intent of both parties that the provisions of this article regarding nonrenewal shall to the fullest extent permitted by law supersede and take the place of any obligations imposed upon the Board under Section 3319.11 of the Ohio Revised Code, except notification of contract nonrenewal shall be in accordance with Ohio Revised Code 3319.11.

### SECTION III – FAIR DISMISSAL PROCEDURE & REPRIMAND PROCEDURE

- A. A full written record of evaluation of a bargaining unit member's professional service shall be maintained (prior to any action of dismissal or reprimand or discipline).
- B. Reprimand or discipline of a bargaining unit member by an administrator for alleged violation of Board rules or regulations or regarding the professional performance or conduct of said bargaining unit member shall, upon the request of the bargaining unit member, be in the presence of an Association representative and the administrator making the charge or imposing the disciplinary action, and representative of his choosing. The reprimand shall be done verbally within five (5) working days of becoming aware of the occurrence. If the violation is of a serious nature or is repetitive, a written reprimand shall be given within ten (10) working days after the verbal reprimand. The reprimand shall be placed in the member's file. A statement by the member relative to the reprimand may be attached to the reprimand within fifteen (15) working days.
- C. The Board further agrees that no employee will be reprimanded in the presence of any other employee, students or parents of students, or any noncertified employee. If the employee is unable to secure representation for a reprimand meeting scheduled for the same day, such meeting will not take place until the employee is given sufficient time to secure representation. If a certified employee is requested to meet with more than one member of the supervisory staff and he/she feels that such meeting would be detrimental to his/her employment, he shall have the right to secure representation. This representation may attend the meetings as observer, witness, or vocally or in any other manner to represent the bargaining unit member and defend the bargaining unit member's rights.

The Ridgewood Local Board of Education further agrees that no disciplinary action will be taken against any professional employee but those that are documented in writing and the accuser present and willing to be cross-examined by the accused person and his/her representative. If the accuser wishes to remain anonymous he/she may do so. The RLSD

and/or law enforcement may conduct an investigation into the allegations. If the findings of the investigation would suggest any misconduct, the RLSD may chose, if so desired, to proceed with disciplinary action. The aforementioned meetings to discuss employee reprimand will not exclude the employee from using the grievance procedure to settle any disagreements.

- D. Grounds for nonrenewal by the Board of a teacher, who has been employed in the district for three (3) years or more, shall be defined and given to the bargaining unit member in writing with notification of the Board's intent, upon request by the bargaining unit member.
- E. A bargaining unit member so notified shall have the opportunity to appear before the Board to respond to the allegations prior to official Board action.
- F. This policy shall not be construed to limit any professional or legal rights of the Board or bargaining member involved in obtaining due process.
- G. The parties acknowledge that any person who is new to the district and is hired into a bargaining unit position is employed only conditionally until the Superintendent receives a satisfactory criminal records report. A person hired conditionally on this basis in the bargaining unit shall receive the negotiated salary, fringe benefits, and other terms of the Master Contract except that the parties acknowledge that ORC 3319.39 requires the immediate release of a conditionally-hired employee if the criminal records check discloses a conviction or guilty plea to one of the criminal offenses specified in ORC 3319.39 and the employee has not met the standard of the State Department of Education for rehabilitation. If and when the superintendent receives a criminal records report disclosing a conviction or guilty plea to such a crime, the conditional employment shall be revoked and the superintendent shall hold a conference with the conditionally hired employee at which time the employee may be represented by the Association. The local superintendent shall provide the conditionally hired employee with a copy of the adverse criminal records report and explain that the release is required by law. The statutes pertaining to nonrenewal and/or termination of teachers shall not apply to the release of a conditionally-hired employee as required by ORC 3319.39. There is no right of appeal or grievance from a revocation of conditional employment for violation of those offenses indicated in ORC 3319.39.

## **ARTICLE 12 – TEACHER EVALUATION PROCEDURE**

The evaluation of teachers shall be in accordance with the standards-based teacher evaluation policy adopted by the Board of Education in consultation with teachers employed by the Board as required by O.R.C. §3319.111.

### **Evaluators**

- A. An evaluator is an employee of the district under an Administrative Contract.
- B. The person(s) who is responsible for assessing a teacher's performance shall be:

1. The teacher's supervisor for those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation procedure.
2. An evaluator selected by the teacher for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure.
3. The evaluator shall not be a bargaining unit member. The supervisor must be employed under an administrators contract pursuant to Sections 3319.14 or 3319.02 of the ORC and must hold at least one (1) certificate/license named under division E, F, H, J, or L of Section 3319.22 of the ORC and must be credentialed as stated in Ohio Law.
4. Each evaluator must successfully complete state-mandated evaluators credentialing training and is required to pass a credentialing assessment.

#### Schedule for Evaluation

1. No teacher shall be evaluated more than once (1) annually.
2. The evaluation shall be completed no later than May 1st and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than May 10th.
3. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to Section 3319.11 of the ORC, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division B, C3, D or E of that section.

#### Criteria for Performance Assessment

1. A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the Ohio Teacher Evaluation System (OTES).
2. No teacher shall be evaluated on his or her work performance except based on the observations of the teacher by the teacher's assigned evaluator, and the periodic walkthroughs.
3. All observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
4. No misleading, inaccurate, untimely or undocumented information may become part of a teacher's performance assessment.

## Criteria for Student Growth Measurers

1. The SGM portion of the evaluation shall be from the following
  - Value added data
  - ODE approved vendor assessment
  - Menu of options determined locally by the Evaluation/SGM Committee such as SLO's
2. When applicable to the grade level or subject area taught by a teacher, the VA progress dimension established under Section 3302.021 of the ORC, or an alternative student academic progress measure if adopted by the State Board of Education shall be used in the Student Academic Growth Portion of the evaluation proportion to the part of the teacher's schedule or courses or subjects for which the VA progress dimension is applicable.

## Observations

### Scheduled Observations

1. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. If after the two (2) observations, the results are conflicting, a third (3rd) observation may be requested by the teacher.

## Walkthroughs

1. A walkthrough is a formative written assessment piece that focuses on, but is not limited to, one or more of the following components
  - Evidence of Planning
  - Lesson delivery
  - Differentiation
  - Resources
  - Classroom Environment
  - Student Engagement
  - Assessment
2. No more than eight (8) walkthroughs shall be included in each evaluation cycle, unless requested by the teacher and the evaluator. (Request can't be for less than 8, request is only for more).

## Improvement Plans

1. A professional improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth (OTES forms).
2. The professional improvement plan shall include:

- Specific performance expectations, resources and assistance to be provided
- Timelines for its completion

### Personnel Action Requirements

1. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three (3) years of data have been collected and three (3) evaluation cycles have been completed. Most current value-added and other student growth measure data derived from assessments shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.
2. The first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measure scores from assessments taken in the school year following the effective date of this agreement. The first evaluation cycle shall be completed by May 1<sup>st</sup> of the second school year following the effective date of this agreement. An evaluation cycle shall not be completed until all teachers have been provided a written report of the results of the evaluation.
3. Until three (3) years of data have been collected and three (3) evaluation cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement.
4. For the year prior to the completion of the first evaluation cycle, the district shall assign a level of Proficient for all teachers for purposes of eTPES reporting.
5. The three (3)-year data and evaluation period resets, only in an Involuntary Transfer of teaching assignment. (ex, building, grade level and/or subject matter).

### Finalization of Evaluation

#### Written Report

1. Before the evaluation cycle is final and not later than May 10<sup>th</sup>, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

#### Completion of Evaluation Cycle

1. The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year (value-added) and current year (vendor and SLO) and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation shall acknowledge the

performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10<sup>th</sup>, signed by both parties and sent to the Superintendent.

2. The Board shall evaluate each teacher assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this article once every two (2) school years. In that case, the biennial evaluation shall be completed by May 1<sup>st</sup> of the applicable school year and the teacher shall receive a written report of the results of the evaluation by May 10<sup>th</sup> of that school year.

#### Comparison of Evaluations

1. When comparing evaluations, all composite scores above ineffective are considered comparable scores.

#### Meetings & Compensation

1. The committee shall meet as often as the members deem necessary to complete their work. No later than August 31st each year, the committee shall post their meeting schedule in each building. Additional meetings may be scheduled as necessary.
2. A scribe will be selected.
3. Minutes of the meetings will be distributed to committee members, REA president, Superintendent and Treasurer within five (5) days of the meeting.
4. Committee members shall receive a supplemental salary contract for their work.

#### Committee Authority

1. The committee is responsible for input for jointly developing, reviewing, and recommending the policy, procedure and process.
2. The committee is responsible for input for jointly recommending the policies and procedures for the student growth measures.
3. The committee is responsible to review and approve individual student learning objectives as submitted by the teachers.
4. The committee does not have the authority to negotiate wages, hours, or terms and conditions for employment.

## ARTICLE 13 – REDUCTION IN FORCE

### SECTION I – ATTRITION

Whenever possible, reduction in teaching staff will be accomplished through attrition. Teachers who leave the system through retirement, resignation, nonrenewal for performance reasons, or for other causes will not be replaced by new teachers, insofar as program needs and good educational practice make it possible to do so.

### SECTION II – SUSPENSION OF CONTRACTS

To the extent that reductions are not achieved through attrition, reductions will be achieved in accordance with the suspension of contract procedures set forth in Sections 3319.17, and 3314.10 of the Ohio Revised Code. Contracts will be suspended by areas of certification as determined by the Board. When this procedure is followed, preference will be given to bargaining unit members who are on continuing contracts.

### SECTION III – SENIORITY AND LENGTH OF SERVICE

#### A. Seniority

The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

#### B. Measuring Length of Service

Seniority shall be defined as length of continuous certificated service from the most recent date of hire. Date of hire shall be the date on which nomination is made by the superintendent and approved by the Board of Education.

#### C. Length of continuous certificated service will not be interrupted nor increased by Board approved leaves of absence.

#### D. Where two or more bargaining unit members have the same seniority as determined above, the length of service shall be determined on the basis of:

1. Bargaining unit members on continuous contract,
2. Length of total certificated service in the district,
3. Date of original application prior to hiring (if all applications are not dated, refer to #4).
4. Lot - Drawing of numbers - Lowest number drawn will be the most senior.

### SECTION IV – RESTORATION

#### A. All bargaining unit members laid off, except those nonrenewed for performance reasons, shall be offered reemployment should openings for which they have the necessary certification occur. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

- B. Laid off bargaining unit members shall remain on the seniority list for a period of eighteen (18) months beginning July 1 of the year of the layoff, after which time their names shall be removed.
- C. Notice of recall shall be by registered mail to the last address given to the Board of Education by the teacher.

The bargaining unit member is obligated to keep the superintendent advised in writing of a telephone number and mailing address where he/she can be reached.

- D. A laid off bargaining unit member on the recall list who refuses a full time assignment for which he/she is qualified shall waive all future recall rights.
- E. In absence of law to the contrary, teaching field shall refer to certification area.
- F. The bargaining unit member will return to the same contract status.

**SECTION V – RIGHT TO DISPLACE LESS SENIOR BARGAINING UNIT MEMBER**

- A. A bargaining unit member who is notified in writing by the superintendent that he/she is to be laid off will have the right to displace any less senior bargaining unit member whose work he/she is certificated to perform and have comparable evaluations.

Written notice of intent to exercise this right must be made to the superintendent within ten (10) calendar days after the bargaining unit member is notified that he/she is to be laid off.

- B. Certification as used in V. – A. shall be defined as provisional, professional or permanent grade certificates and licenses issued pursuant to Sections 3319.22 to 3319.31, inclusive, ORC, or in accordance with standards, rules, regulation authorized by law, in the following types:

Pre K	Pre kindergarten
K-3	K, 1, 2, 3
K-Elementary	K, 1, 2, 3, 4, 5, 6, 7, 8
Elementary	1-8 inclusive
4-9	4-9 inclusive
High School	subject names, grades 7-12 inclusive

Persons seeking to exercise their right to displace a less senior teacher shall have had successful teaching experience in the certificate/license area of the displaced teacher in the Ridgewood Local School District.

## ARTICLE 14 – SALARY PROVISIONS

### SECTION I – SALARY

- A. The salary schedule shall contain the following divisions: Bachelors, 150 Hours, Masters, Masters + 15, Masters + 30. (Hours after the Masters Degree must be graduate hours, unless an undergraduate course can be used to renew a certificate, license, or obtain an additional teaching area on a member's certificate). The salary schedule shall be applied to members of the instructional staff for performance of regular teaching duties and during the regular school year of 183 days.
- B. Members of the instructional staff shall be paid in twenty-six (26) equal payments with the exception of years when a different number of equal payments are necessary to fit the bi-weekly pay schedule between the beginning of one school year and the beginning of the next school year. If a change from twenty-six (26) equal payments is necessary, the district treasurer will inform all members of the bargaining unit in advance of the first pay affected. Payments will still be made in equal amounts.
- C. Every other Friday shall be payday. All of the members of the Ridgewood Education Association agree to receive his/her paycheck by means of direct deposit. The Ridgewood Local School District will provide payment notification to the staffs' OMERESA email address. If an additional address is desired, it must be requested in writing with the email address.
- D. Three (3) quarter hours shall equal two (2) semester hours for purpose of this salary schedule.
- E. Course credit applicable to this section shall be any credit (undergraduate or graduate) obtained after completion of the Bachelor or Masters Degree, as related to the bargaining unit member's field of study from an accredited institution of Ohio, any state in the United States or a recognized institution of a foreign country.
- F. Effective July 1, 2013, the BA – 0 experience base salary shall be \$30,718 using the salary schedule index below.
- G. All salaries, including but not limited to supplemental and tutor salaries, shall be frozen at the levels in effect for the 2012-2013 school year.

The salary steps will be granted during said contract.

A signing bonus of Two Hundred Fifty Dollars (\$250.00) will be paid to each REA member. A list of REA membership as of July 1, 2013, will be provided to the RLSD with the payout to be made on the August 2, 2013, payday.

### SECTION II – PAYROLL DEDUCTIONS

- A. A bargaining unit member may at any time prior to October 1, deliver to the treasurer of the Board of Education via the Ridgewood Education Association treasurer, an authorization to deduct R.E.A. and affiliate dues from his/her paycheck. When a

bargaining member checks the Authorized by Standard Annual Payroll Deduction, such authorization shall continue in effect for one (1) year. When a bargaining unit member checks the Authorized by Continuing Payroll Deduction Box, such authorization shall continue in effect from year to year, without further notice, unless the bargaining unit member cancels the authorization by delivering written notice to the treasurer between September 1 and September 10 of any given year. Whereupon the treasurer will notify the Association of the withdrawal of membership and will automatically deduct the fair share fee in keeping with Article 3, Section 1.

- B. Such deductions shall be made in twenty-four (24) installments beginning with the first September pay. These deductions shall be made the first two installments of each month. Total dues deducted shall be transmitted to the treasurer of the Association following the second pay of the month. The Association treasurer, by September 1, shall submit to the treasurer of the Board of Education an alphabetized list of names for whom deductions are to be made when he/she submits the authorization forms to the treasurer for deduction. All other deductions shall be made in twenty-four (24) installments with deductions being the first two pays of each month.
- C. Any bargaining unit member who leaves the employment of the Ridgewood Local Board of Education prior to the end of the payroll deduction period shall submit a written request to the Association treasurer and upon Association approval, said modifications will be made if he/she does not want the remainder to be deducted from the final check.

### SECTION III – RIDGEWOOD LOCAL SCHOOL BOARD PICK-UP OF BARGAINING UNIT MEMBERS’ STRS CONTRIBUTIONS

The Board of Education of the Ridgewood Local School District herewith agrees with the Ridgewood Education Association to pick-up, utilizing the salary reduction method, contributions to the State Teachers Retirement System paid upon behalf of the employees in the bargaining unit under the following terms and conditions:

- A. The amount to be “picked-up” on behalf of each employee shall be equal to the total STRS employee contribution of the employee’s gross annual compensation. The employee’s annual compensation shall be reduced by an amount equal to the amount “picked-up” by the Board for the purpose of State and Federal tax only.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. Unit members are individually responsible for reviewing the relationship between the “pick-up” and their other tax deferral arrangements, if any.
- C. The pick-up shall become effective July 1, 1985, and shall apply to all compensation including supplemental earnings thereafter.
- D. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- E. Payment for all paid leaves – sick leave, personal leave, severance, and supplementals, including unemployment and workers’ compensation, shall be based on the employee’s

daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

**SALARY SCHEDULE INDEX beginning 2013-2014**

<b><u>STEP</u></b>	<b><u>BA</u></b>	<b><u>150 HRS</u></b>	<b><u>MASTERS</u></b>	<b><u>MA+15</u></b>	<b><u>MA+30</u></b>
0	1.0000	1.0590	1.1150	1.1370	1.1650
1	1.0540	1.1080	1.1690	1.1950	1.2250
2	1.0980	1.1570	1.2230	1.2530	1.2850
3	1.1420	1.2060	1.2770	1.3110	1.3450
4	1.1860	1.2550	1.3310	1.3690	1.4050
5	1.2300	1.3040	1.3850	1.4270	1.4650
6	1.2740	1.3530	1.4390	1.4850	1.5250
7	1.3180	1.4020	1.4930	1.5430	1.5850
8	1.3620	1.4510	1.5470	1.6010	1.6450
9	1.4060	1.5000	1.6010	1.6590	1.7050
10	1.4500	1.5490	1.6550	1.7170	1.7650
11	1.4940	1.5980	1.7090	1.7750	1.8250
12	1.5380	1.6470	1.7630	1.8330	1.8850
15	1.5820	1.6960	1.8170	1.8910	1.9450
18	1.6260	1.7450	1.8710	1.9490	2.0050
21	1.6700	1.7940	1.9250	2.0070	2.0650

**SALARY SCHEDULE**

**Effective July 1, 2013**

<b>step</b>	<b>BA</b>	<b>150 hrs</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
0	\$30,718	\$32,530	\$34,251	\$34,926	\$35,786
1	\$32,377	\$34,036	\$35,909	\$36,708	\$37,630
2	\$33,728	\$35,541	\$37,568	\$38,490	\$39,473
3	\$35,080	\$37,046	\$39,227	\$40,271	\$41,316
4	\$36,432	\$38,551	\$40,886	\$42,053	\$43,159
5	\$37,783	\$40,056	\$42,544	\$43,835	\$45,002
6	\$39,135	\$41,561	\$44,203	\$45,616	\$46,845
7	\$40,486	\$43,067	\$45,862	\$47,398	\$48,688
8	\$41,838	\$44,572	\$47,521	\$49,180	\$50,531
9	\$43,190	\$46,077	\$49,180	\$50,961	\$52,374
10	\$44,541	\$47,582	\$50,838	\$52,743	\$54,217
11	\$45,893	\$49,087	\$52,497	\$54,524	\$56,060
12	\$47,244	\$50,593	\$54,156	\$56,306	\$57,903
15	\$48,596	\$52,098	\$55,815	\$58,088	\$59,747
18	\$49,947	\$53,603	\$57,473	\$59,869	\$61,590
21	\$51,299	\$55,108	\$59,132	\$61,651	\$63,433

**ARTICLE 15 – SUPPLEMENTAL SALARY**

An individual must have a pupil-activity permit in order to be eligible to be employed in any supplemental position if required by ORC or ODE. All supplemental pay will be paid after completion with the payroll covering the pay period when the treasurer receives the superintendent’s approval for payment. The pay will be in a separate check and shall not be included in the regular payroll check.

Coaching supplemental contracts shall be paid as follows:

- A. Falls Sports - 1<sup>st</sup> pay in November
- B. Winter Sports - 1<sup>st</sup> pay in March
- C. Spring Sports - Last pay in May

**SUPPLEMENTAL SALARY CATEGORIES**

**SALARY**  
% of Base Salary

**CATEGORY I** 16%  
Head Football  
Head Basketball (Boys & Girls)

**CATEGORY II** 13%  
High School Band  
    Marching 65% of the 13%  
    Concert 35% of the 13%  
Head Volleyball

**CATEGORY III** 10%  
Assistant Football  
Assistant Basketball (Boys & Girls)  
Head Track (Boys & Girls)  
Head Baseball  
Head Softball  
Head Cross Country  
Head Golf  
Girls Head Golf Coach  
Head Wrestling  
Head Soccer Coach  
High School Yearbook Advisor, without Planning Period  
Evaluation/SLO Committee (2 per building and up to 4 Administrators)

CATEGORY IV 8%

Assistant Track (Boys & Girls)  
 \*Assistant Baseball  
 \*Assistant Softball  
 Assistant Volleyball  
 \*Assistant Varsity Cross Country  
 Assistant Soccer  
 Assistant Wrestling

\*This position will be filled if there are a total of 20 or more participants in the total program as of the first official day of summer practice.

CATEGORY V 7%

Freshman Volleyball  
 Freshman Football  
 Freshman Basketball (Boys & Girls)  
 Jr. High Basketball (Boys & Girls)  
 Jr. High Volleyball  
 Jr. High Football  
 Jr. High Track (Boys & Girls)  
 Assistant Band Director  
 High School Cheerleading Advisor  
 High School Yearbook Advisor, with Planning Period  
 High School Band Auxiliary Director  
 Jr. High Golf  
 Jr. High Wrestling  
 Science Fair Director  
 HS Concert Choir / Drama Music

CATEGORY VI 6%

Jr. High Cheerleading Advisor  
 High School Student Council Advisor  
 High School Show Choir Director  
 Drama Advisor

CATEGORY VII 5%

High School Newspaper Advisor  
 Jr. High Student Council Advisor  
 LPDC Members  
 Jr. High Band Director  
 High School Jazz Band Director  
 Mentor Coordinator  
 Mentor(s) *as needed*  
 Teen Institute  
 Drama Assistant  
 Jr. High Assistant Football

CATEGORY VIII 4%  
Quiz Team

CATEGORY IX 3%  
Jr. High Yearbook Advisor  
Senior Class Advisor  
Junior Class Advisor (2)  
Sophomore Class Advisor  
Foreign Language Advisor  
Elementary Student Council Advisors  
National Honor Society Advisor  
Conditioning Coach  
    1) Winter  
    2) Fall  
    3) Spring  
    4) Summer  
Science Fair Advisor  
Junior High National Honor Society  
Accelerated Reader Coordinator  
Freshman Class Advisor

**ARTICLE 16 – EXTENDED SERVICE**

Extended service will be calculated by dividing the number of regular teaching days in the contract into the regular salary and multiplying by the number of days of extended service:

1 week extended service	5 days
1/12 month extended service	10 days
1 month extended service	20 days

Extended service shall be determined by the Board.

**ARTICLE 17 – PAYMENT FOR COLLEGE CREDIT**

- A. Any teacher who is employed by the Board and who is fully qualified by certification for the position he/she now holds may apply.
- B. The course must be related to the professional improvement of the teacher, be from an accredited university, and must have prior approval by the superintendent.
- C. Applications shall be made on forms provided by the Board.
- D. Reimbursement will be on the basis of an equal sharing of the total dollars budgeted for each period. Reimbursement for each approved semester hour taken shall be determined by dividing the total number of semester hours approved and completed in accordance with the requirements of this article into the dollar amount budgeted for each period. (Example: 15 staff members’ requests were approved and completed a total of 90

semester hours of college during the period. Period budget of \$1,500 divided by 90 = \$16.67 reimbursement per approved semester hour). In no case shall reimbursement exceed ninety percent (90%) of the total cost of tuition for the teacher's approved semester hours for the period. Quarter hours shall be converted to semester hours on the basis of 2/3 ratio. (Example: 12-quarter hours equal 8 semester hours).

- E. There will be a limit of nine (9) semester hours or twelve (12) quarter hours per teacher per year that may be claimed for reimbursement.
- F. The periods will be divided into three as follows:
  - 1. September 1 – December 31 - - - - - 30%
  - January 1 – May 31 - - - - - 30%
  - June 1 – August 31 - - - - - 40%
  - 2. Payment will be made when all approved participants for each period submit evidence verifying that the work was successfully completed (C or better and/or Pass if Pass/Fail for undergraduate courses and B or better for all graduate courses).
  - 3. Satisfactory evidence shall be an official transcript, official grade report, or a letter from the appropriate college official certifying the number of hours and course grade. In addition, a paid tuition receipt must accompany the grade report. Satisfactory evidence must be submitted to the treasurer no later than 45 days after the ending date of each period.
  - 4. Leftover monies from the first period shall be added to the funds available the second period, and left over monies-from the second period shall be added to the funds available the third period. Funds shall not be carried over from one fiscal year to another.
- G. The Board shall appropriate an amount equal to 90% of the BA-0 step of the salary schedule for Payment of college credit for the life of this contract.
- H. Applications for course approval and reimbursement shall be submitted no earlier than two months prior to the beginning date of each period. No applications will be accepted for a specific period after the beginning date of that period.
- I. Within the first two weeks of each period, the treasurer shall compile a tentative list of those who were approved and may be eligible for reimbursement and the tentative amount of reimbursement available for each credit.
- J. A teacher will not receive reimbursement for courses taken which are being reimbursed by another agency.
- K. A teacher may submit an application for approval and reimbursement each period.
- L. Approval is subject to the availability of funds.

- M. To be eligible for reimbursement, hours earned after the Masters Degree must be graduate hours unless an undergraduate course can be used to renew a license or obtain an additional teaching area on the member's license.
- N. Any bargaining unit member receiving reimbursement from the Board must agree to remain in the employ of the Board, if the Board so desires, for the following school year unless the employee is unable to do so due to unforeseen circumstances as determined by the superintendent. Members not remaining in the Board's employ after the Board has expressed its desire for the employee to do so and who has not been excused due to unforeseen circumstances must reimburse the Board for any and all tuition reimbursement received the previous year. UNFORESEEN - Does not mean seeking and/or accepting employment with another employer.

## ARTICLE 18 – SEVERANCE PAY

### SECTION I – ELIGIBILITY

Severance pay shall be a one-time, lump sum payment to eligible employees according to the following provisions.

An employee's eligibility for severance shall be determined as the final date of employment. The criteria are as follows:

- A. The individual retires from the school system;
- B. Retirement = disability or service retirement under any state or municipal retirement system in this state;
- C. The individual must be eligible for disability or service retirement as of the last day of employment;
- D. The individual must, within 120 days of the last day of employment, prove acceptance into the retirement system by having received and cashed his/her retirement check;
- E. The individual must have not less than ten (10) years of service with this school district, the state, or its political subdivision;
- F. The individual must sign for severance check certifying all eligibility criteria have been met.

### SECTION II – BENEFIT CALCULATION

The amount of the benefit due an employee shall be calculated by:

- A. Multiplying the employee's accrued but unused sick leave by one-fourth (¼).
- B. Multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule.

C. The amount of the benefit calculated in steps one and two shall not exceed the value of fifty (50) days of accrued but unused sick leave.

D. Bonus Benefits for service to the Ridgewood District:

<u>Maximum Years</u>	<u>Days</u>
10 through 14	56
15 through 19	57
20 through 24	58
25 through 29	59
30 plus	60

E. The severance pay shall be made payable to the employee's beneficiary or estate of the bargaining unit member who is eligible for retirement but who dies while actively employed by the Ridgewood Local School District.

### SECTION III – RETIREMENT INCENTIVE

The Board shall have the right to offer a retirement incentive at any time during the length of this contract.

### ARTICLE 19 – TEACHER ASSIGNMENT DURING PREPARATION/CONFERENCE PERIOD

A bargaining unit member asked to substitute during their preparation or conference period shall be reimbursed at a rate of ten dollars (\$10.00) per regular classroom period, or eight dollars and fifty cents (\$8.50) per period when a special teacher is absent in the elementary school. Special teachers are to include art, physical education, and vocal music.

When a teacher accepts employment on a regular basis for their planning period time, the rate of pay will be their regular hourly rate of pay which is calculated by taking their annual regular teacher's salary divided by the number of required hours in a work year. (183 days x 7.5 hours = 1,372.5 hours)

Example: MA Degree with 20 years experience for 2006/2007 school year = \$50,939

\$50,939 divided by 1,372.5 hours = \$37.11 per hour

\$37.11 divided by 60 minutes = \$.62 per minute

\$.62 per minute x 42 minute period = \$26.04 per period

\$26.04 per period x 178 teaching days = \$4,635.12 per year

No more than five (5) teachers shall be employed in this manner. Participating teachers shall be offered a one (1) year contract. Upon completion of said contract, the employee's salary will revert back to the original salary/schedule as agreed upon in this Agreement.

## ARTICLE 20 – INSURANCE

### SECTION I – GROUP LIFE INSURANCE

The Ridgewood Board of Education will provide \$25,000 group life protection for each employee of the district from a licensed carrier in the State of Ohio, which to be one hundred percent (100%) paid by the Board.

As long as the term life insurance carrier permits and the minimum number participate, the Board will allow, through payroll deduction, each full-time certificated staff to purchase an additional \$25,000 in term life insurance from the carrier at the Board's cost per month.

Any employee who leaves the system will no longer be covered for insurance after his/her resignation becomes effective.

Employees on leave of absence approved by the Board of Education or otherwise provided for under COBRA shall be carried on payroll records for insurance purposes and the premium shall be paid by the employee at the group rate for the specified time of the leave approved by the Board of Education.

### SECTION II – GROUP EMPLOYEE INSURANCE PLAN

The Employee shall pay eleven and one half percent (11.5%) of the total insurance monthly premiums. Said premium will be calculated from the maximum costs and shall include employee group dental, hospitalization, surgical, major medical, emergency, and Rx programs (referred to as health insurance below).

The Board agrees to set a One Hundred Thousand Dollar (\$100,000.00) premium renewal benchmark. The Board will pay the first One Hundred Thousand Dollars (\$100,000.00) of the health insurance renewal on the maximum amount. In the event the renewal of premiums are in excess of One Hundred Thousand Dollars (\$100,000.00), the Ridgewood Education Association agrees to:

- Re-open this Agreement pertaining to the health insurance schedule of benefits. Any plan design changes must reduce the Board's renewal exposure to at or below the One Hundred Thousand Dollar (\$100,000.00) benchmark of the previous year maximum cost.
- The Ridgewood Education Association acknowledges that any changes done by the Board including but not limited to: the fixed cost, the specific stop loss, the aggregate stop loss and/or any other administrative cost does not go to reduce the established One Hundred Thousand Dollar (\$100,000.00) benchmark.

The Board and the Association agree to make changes to the health insurance plan. The new schedule of benefits will be referred to as “1b” as presented by the Schwendeman Agency dated May 20, 2011.

New employees hired after July 24, 1996, whose spouses are also employees of the district shall each be offered single insurance coverage (spouse and new employee) or one party shall receive family insurance coverage. In no event shall coverage exceed two (2) single plans or one (1) family plan for new employee.

An employee who leaves the system will no longer be covered for insurance after his/her resignation becomes effective.

Employees on leave of absence approved by the Board of Education or otherwise provided for under COBRA shall be carried on payroll records for insurance purposes and the premium shall be paid by the employee at the group rate for the specified time of the leave approved by the Board of Education.

**SECTION II B**

<u>Tier</u>	<u>Rx Co-pay</u>	<u>Mail-in</u>
I	\$ 10.00	\$20.00 = 90 days
II*	\$ 25.00	\$ 50.00 = 90 days
III*	\$ 50.00	\$ 100.00 = 90 days
IV	25%	25%

\*Generic Driven: Tier 2 (II) and Tier 3 (III) Rx members pay Copay + 20% of cost difference if the member chooses a brand or non-formulary Rx over a generic Rx (if available).

Retail and Mail Order Annual Out of Pocket Maximum = \$600.00 per family  
 Tier 4 (IV) Specialty Drug Annual Out of Pocket Maximum = \$2,500.00 per member

1. Deductible in network shall be \$500 single and \$1000 family. Out of Network shall be \$1000 single and \$2000 family.
2. Inclusion of 125 Plans for premiums, with debit cards paid at the Board’s expense.
3. \$2 million dollars lifetime cap per person.

New employees hired after July 24, 1996, whose spouses are also employees of the district shall each be offered single insurance coverage (spouse and new employee) or one party shall receive family insurance coverage. In no event shall coverage exceed two (2) single plans or one (1) family plan for the new employee.

An employee who leaves the system will no longer be covered for insurance after his/her resignation becomes effective.

Employees on leave of absence approved by the Board of Education or otherwise provided under COBRA shall be carried on payroll records for insurance purposes and the premium shall be paid

by the employee at the group rate for the specified time of the leave approved by the Board of Education.

### SECTION III – HEALTH REIMBURSEMENT ACCOUNT (HRA)

The Board agrees to set-up a Health Reimbursement Account (HRA). The Board will set-up \$250 for a single plan and \$500 for a family plan to the HRA. Payout will be once a year in the March of the following year. The RLSD and REA agree to set up a committee to set any additional guidelines of the HRA, if needed. The Superintendent and Treasurer will represent the RLSD, and the two (2) members from the REA negotiating team will represent the REA.

### SECTION IV – LIABILITY INSURANCE

The employer shall purchase and pay the full premium for liability insurance covering each bargaining unit member now or hereinafter employed. Such liability insurance coverage shall become effective immediately and continue for the duration of the current agreement.

### SECTION V – AD HOC INSURANCE COMMITTEE

The Board and the Association mutually agree that an insurance committee is created consisting of the following: two (2) Board members, the superintendent, and the treasurer of the Board; one (1) elementary teacher from each building, one (1) junior high teacher, and one (1) high school teacher (all selected by the Association president), and the Association president.

The committee members shall be named no later than September 30 of each year. The committee shall meet a minimum of four (4) times between September and May 1 of each year of the master agreement. The committee members shall select a chairperson from the membership of the committee at the first meeting.

Responsibilities of the committee include management and monitoring of the 024 fund (self-insurance fund). The 024 fund money shall be used exclusively for the maintenance of the health insurance coverage.

No transfer from the 024 fund shall be made to another fund without majority approval of the Ad Hoc Insurance Committee.

Any report from the committee shall be released to all members of the Board and the Association.

## ARTICLE 21 – SMOKE FREE WORKPLACE

The Board and Association agree that bargaining unit members should not smoke in school buildings or on school property during student hours.

Bargaining unit members violating this article shall be subject to the following disciplinary action:

- |                                   |                          |
|-----------------------------------|--------------------------|
| A. First violation                | Verbal reprimand         |
| B. Second violation               | Written reprimand        |
| C. Third and subsequent violation | 1 day suspension w/o pay |

**ARTICLE 22 – HIRING/REHIRING RETIREES**

The Board may, in its sole discretion, choose to hire/rehire individuals who have retired. If such individual is hired/rehired, the following terms and conditions shall govern:

1. The individual shall be issued a one year limited contract, which shall automatically expire, and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.
2. Neither 3319.11 ORC, 3319.111 ORC, ORC 3319.17 ORC shall apply.
3. The Board shall offer single-plan insurance benefits, effective January 1, 2009.
4. The employee waives any rights he/she may have to accrue severance pay either under Ohio law or board policy.
5. The employee agrees to be placed on the salary schedule at a step and proper column as if he/she was a new teacher to the district. The Board may exercise discretion in offering up to five years on the salary schedule.
6. Sick leave shall accrue at a rate of one and a quarter (1.25) days per month but shall not accumulate beyond the length of the contract.
7. The following articles of the collective bargaining agreement shall not be applicable to individuals hired/rehired under this Article:

Reduction in Force  
 Severance Pay  
 Vacancies and Transfers

**ARTICLE 23 – LABOR MANAGEMENT/BUILDING COMMITTEE**

- A. There shall be Labor Management Committee established. The purpose of this committee is to provide a forum for discussion of matters or concerns to unit members or the Administration and to further develop positive working relationships. Meetings shall not deal with implementation or administration of the negotiated agreement. Neither these meetings, the discussion which take place, nor resolution of issues shall in any way be construed as negotiations. This Committee will not be empowered to address matters pertaining to grievances or litigation.
- B. The Labor Management Committee shall consist of representatives of the teachers (limit 6) and the Building Principal(s) and/or Superintendent. The Labor Management

Committee shall develop operational bylaws and shall meet once per month unless both parties agree to cancel. Consistency in membership of the team is suggested. Agenda items shall be submitted to the other party at least three (3) days in advance of the meeting.

- C. All committee members shall complete Federal Mediation and Conciliation Service (FMCS) training prior to scheduling the first committee meeting. Subject to the availability of the appropriate FMCS instructor, the training shall be conducted during the term of this Agreement.
- D. The meeting dates shall be by mutual agreement and scheduled so as not to interfere with the teachers' day. Meetings shall be convened before or after the normal school day for teachers. At each meeting, matters of mutual concern or requests shall be discussed.
- E. Building Committees shall be created in an effort to foster Communication between the Administration and bargaining unit members at the building level; the Committees shall consist of representatives from within each building and their respective building principal. The Superintendent may from time to time participate in such Committee meetings. The main functions of the Committee shall be to confer on matters of mutual concern; to keep both parties to this contract informed of changes and developments caused by conditions other than those covered by this contract; to discuss matters pertaining to education related issues; to confer over potential problems in an effort to keep such matters from becoming major in scope.

## **ARTICLE 24 – GENERAL PROVISIONS**

### A. Waiver of Negotiations

The parties acknowledge that during the negotiations which resulted in this contract, each had the opportunity to make proposals, and that the understandings and arrangements arrived at by the parties after the exercise of this opportunity are set forth in this contract. Therefore, for the life of this contract, the Board and the Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter, other than the right of the Board to open negotiations in order to present a retirement incentive package for employees, referred to or covered in this contract and with respect to any subject matter not specifically referred to or covered in this contract, except that which may be specifically ordered by the State Employment Relations Board, by statute, or by a court of law or otherwise mutually agreed to.

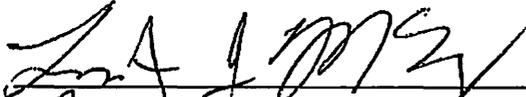
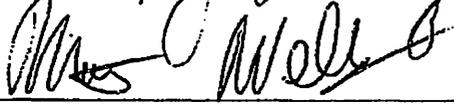
### B. Contrary to Law Provisions

Issues resolved in this Agreement were arrived at in good faith and with the understanding of both parties that all provisions are in keeping with stated statutes of the State of Ohio. If it is determined by a court of law with jurisdiction to this school district or an act of the legislature that all or part of any provision is contrary to law, that part shall be deemed null and void to the extent prohibited with the rest of the Agreement remaining in effect.

C. Duration

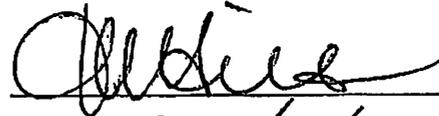
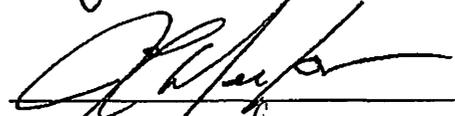
This agreement shall remain in full force and effect beginning at 12:01 AM, July 1, 2013, until 12:00 PM, midnight, June 30, 2014.

FOR THE ASSOCIATION

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

DATE: 9-16-13

FOR THE BOARD

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

DATE: 9-16-13