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**NEGOTIATED
MASTER CONTRACT**

between the

**READING EDUCATION ASSOCIATION
an affiliate of the
SOUTHWESTERN OHIO EDUCATION ASSOCIATION
and the
NATIONAL EDUCATION ASSOCIATION**

and the

**READING BOARD OF EDUCATION
of the
READING COMMUNITY CITY SCHOOL DISTRICT**

**Effective
September 1, 2014 through August 31, 2016**

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**ARTICLE I:
PROCEDURAL AGREEMENT**

1.01 RECOGNITION

The Reading Board of Education, hereinafter referred to as the "Board", recognizes the Reading Education Association (REA), an affiliate of the Southwestern Ohio Education Association (SWOEA), the Ohio Education Association (OEA), and the National Education Association (NEA), hereinafter referred to collectively as the "Association", as the sole and exclusive bargaining agent for the bargaining unit as described in Section 1.02 having the right to represent exclusively the members of the bargaining unit and the right to unchallenged and exclusive representation during the term of this Contract.

1.02 BARGAINING UNIT

The term "professional staff member" of the employee bargaining unit covered by this Contract is defined as all certificated personnel employed excluding: the Superintendent of Schools, all assistant superintendent(s), principals, assistant principal(s), Coordinator of Special Services, athletic director, substitutes, aides, hourly paid tutors, auxiliary personnel, those with a pupil activity permit but not employed in the district in any other capacity, and all others for whom certification in supervision or administration is required as a condition of employment.

1.03 MANAGEMENT RIGHTS AND SCOPE OF BARGAINING

1.0301 All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Contract are subject to collective bargaining between the Reading Community City School District Board of Education, hereinafter referred to as the "Board", and the Reading Education Association, hereinafter referred to as the "Association".

1.0302 Except as modified by a specific and express term of this written Contract, the Board hereby retains and reserves to itself and the Superintendent all the powers, rights, authority and duties vested in them by laws of Ohio and the United States, including but not limited to:

- A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organization structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of the Board's operations;

- D. Determine the overall methods, processes, means or personnel by which the Board's operations are to be conducted;
- E. Discipline or terminate members for just cause;
- F. Lay off, transfer, assign, schedule, promote or retain members;
- G. Determine the overall mission of the school district;
- H. Effectively manage the work force; and
- I. Take actions to carry out the mission of the Board.

1.0303 The Board is not required to bargain on subjects reserved to the management and direction of the District except as affect wages, hours, terms and conditions of employment of members (that is, the Board need not bargain about decisions in the exercise of its management rights but has a duty to bargain about the effect(s) of such decisions on the wages, hours, terms and other conditions of employment of member(s), and the continuation, modification or deletion of an existing provision of this Contract.

1.04 NEGOTIATIONS PROCEDURE

1.0401 General Provision

The parties agree that Chapter 4117 of the Ohio Revised Code (ORC) shall govern the procedures of bargaining between the Board and the Association:

1.0402 Directing Requests

- A. All requests for negotiation meetings shall be made in writing but may be made electronically. Requests initiated by the Association shall be directed to the Superintendent, acting as the representative of the Board. Requests initiated by the Board shall be directed from the Superintendent to the Association President. The written request for professional negotiations shall include:
 - 1. Date of writing.
 - 2. Statement of purpose for meeting.
 - 3. Name, address and phone number of the person to contact representing the requesting party to arrange a mutually satisfactory time for the initial negotiations meeting.
 - 4. Three (3) proposed meeting dates.
- B. A written reply shall be sent by the receiving party within ten (10) days to the official representative of the requesting party. This communiqué shall include:

1. Date of writing.
2. Recognition of request for a professional negotiations meeting.
3. Time, place and date of a mutually agreeable initial negotiations session.
4. Acceptability of proposed dates.

1.0403 Negotiations Meeting Period

- A. The first negotiation session shall be held within fifteen (15) days of the date listed on the initial request for negotiations, but no later than March 15, unless mutually agreed upon in writing by both parties.
- B. At the first negotiation session, the first item of business will be to exchange a list of items to be negotiated, with detailed explanation and the cost impact, when the cost can be determined. Once the agenda is approved by both negotiation teams, no new matters shall be introduced for consideration during the course of this negotiation meeting without mutual consent of both teams.
- C. A mutually agreeable time for the next meeting shall then be established. This time limit shall not exceed two (2) weeks, unless mutually agreed upon by both parties.
- D. Association team members shall be released, when necessary, from their normal school duties to attend negotiation sessions without loss of pay, with no reprisal or punitive action.
- E. Negotiation meetings shall be in executive session.
- F. During the course of negotiations, items agreed to shall be reduced in writing and initialed by representatives of each negotiation team, and set aside.
- G. Each negotiation team shall have no more than five (5) members. The Association may have one (1) member as an observer.
- H. Each negotiation team may use consultants as they feel essential in the course of negotiations.
- I. No other person or person(s) shall be present during the negotiations meeting, unless mutually agreed upon by members of both negotiation teams.
- J. Either team may declare a recess when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation of the negotiations has been determined and item agreement (Section 1.0404 herein) has

- been followed. A recess shall be for no more than seventy-two (72) hours, unless extended by mutual consent.
- K. Either team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes, unless an extension is mutually agreeable by both teams.
 - L. The negotiation period shall be for a length of time not to exceed forty-five (45) days. All sessions are to be completed within this time period, unless extended by mutual agreement.
 - M. Prior to and during the period of the negotiation sessions, the Board and the Association agree to provide to the other upon written request, and in a reasonable time period, available information concerning financial resources of the district and such other information as will assist the respective negotiation teams in developing intelligent, accurate and constructive programs that will be in the best interest of all parties concerned with a quality educational program.
 - N. Members of the respective negotiation teams have the power and authority to negotiate, that is to make proposals, consider proposals, and make concession(s) in the course of discussion.
 - O. All sessions of the negotiation meetings shall be in good faith.
 - P. While negotiations are in progress, news releases shall be made only with the mutual agreement of the negotiation teams. Said releases shall be in writing and each team shall have a copy of the statement prior to release.
 - Q. Progress reports may be made to the represented bodies by either negotiation team at the discretion of the teams.
 - R. During the course of the negotiation session or at any time during the length of this Contract, ad hoc study committees (e.g. Supplemental Duty Salary Schedule) may be created by mutual consent of the Board and Association respectively. Members of these study committees will be determined by the Board and Association. The purpose and particular assignment shall be stated at the time these committees are created as well as the time for a report of findings. Findings/recommendations are not binding unless/until they have been officially accepted and approved by their respective parties.

1.0404 Agreement

- A. When agreement is reached on the items being negotiated, a final written copy shall first be submitted to the Association and ratified and then to the Board at its next regular or special Board meeting. The final written copy will contain the following:
 - 1. Terms of the provision.

2. Effective date of the provision.

- B. When approved by both parties, it shall be signed by their respective presidents. Thereupon, the items agreed to shall constitute the legal binding contract between the parties.
- C. Official copies of the Contract shall be reproduced and distributed to all members by the Association. The cost of reproducing the negotiated Contract shall be shared equally by the Association and the Board.

1.0405 Impasse

- A. The parties pledge themselves to negotiate in good faith and, in the event agreement is not reached, to utilize in good faith such mediatory facilities as are available. In the event that tentative agreement cannot be obtained by both parties on all items being negotiated within forty-five (45) calendar days after the first negotiation session, either party may declare to the other in writing that an impasse exists.
- B. The party declaring impasse shall request the Federal Mediation and Conciliation Service to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service.
- C. The mediator shall meet with both parties forthwith, either jointly or separately, and shall take steps as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- D. If mediation fails to resolve the impasse within fourteen (14) calendar days. The parties may mutually agree to extend the Contract and continue to negotiate.
- E. If mediation has been completed and the parties do not mutually agree to extend the Contract, the Association and the Board then has the right to exercise its rights as outlined in ORC 4117.

1.05 ASSOCIATION RIGHTS

Exclusive recognition shall entitle the Association to these rights exclusively:

- 1.0501 Use of all building staff bulletin boards for staff information.
- 1.0502 Payroll deduction of membership dues.
- 1.0503 Announcements at faculty meetings at a time agreed to by the principal or Superintendent.

- 1.0504 Use of public address system for Association announcements, with approval of the supervising principal.
- 1.0505 Distribution of faculty bulletins to members according to normal school procedure with a copy to the principal at the time of distribution.
- 1.0506 School Board Meetings: The Association shall be provided all agendas, appendices, and minutes no later than the time said material is provided to the Board. A representative of the Association shall be permitted to address the Board during Board meetings at a time designated by the Board.
- 1.0507 Attendance at the OEA Delegate Assemblies by the duly elected representatives of the Association, with substitutes paid by the Board. The number of representatives shall be determined by the OEA formula. The Association shall be granted twelve (12) Association days per year which may be used for attendance at the OEA Delegate Assemblies or for other Association business.
- 1.0508 The Association may call meetings of the Association members in any of the District's buildings. Said meetings shall be held outside of the members' workday. Prior to scheduling or calling any such meeting, the Association shall advise the building principal of the meeting. No Association meeting may be scheduled during the workday, in conflict with other previously scheduled meetings, or at any time when the meeting will disrupt the regular work activity of any member to be in attendance at the meeting without the prior approval of the building principal. Such approval shall not be unreasonably denied.
- 1.0509 Upon the request of the Association President, the Board will provide the names and addresses of newly employed staff members.
- 1.0510 The Association President shall be permitted to address all members at the first general meeting at a time designated by the Superintendent.
- 1.0511 The Association shall be granted the right to use school equipment, including use of District email, designated for the members, provided that such use does not conflict with District business. All consumable materials used with the equipment shall be provided by the Association.
- 1.0512 Each member shall have the right to Association representation during any meeting which will or may lead to disciplinary action by the Board or an administrator. The member shall receive reasonable notice of the meeting in order that Association representation may be obtained. Should disciplinary action be likely to occur at a given meeting, the member shall be advised immediately of said possibility and be advised by the Board of the right to representation under this provision of the negotiated Contract.

1.06 PROVISIONS CONTRARY TO LAW/SUPERSEDES

- 1.0601 If any provision of this document shall be found contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted

by law, but all other provisions or applications shall continue in full force and effect. In the event of any such holding, both parties shall meet not more than thirty (30) days after such holding for the purpose of renegotiating the provision(s) affected.

- 1.0602 Consistent with Ohio Revised Code Chapter 4117, this agreement shall supersede and replace, in its entirety, any and all provisions of Ohio law which are in conflict or inconsistent with any provisions of this agreement.

1.07 AMENDMENT PROCEDURE

If either party desires to amend the procedures stipulated in this Contract, that proposal shall be submitted to the other party in accordance with the procedures stated in this Contract. Neither party is required to agree to amend the Contract.

1.08 GENERAL PROVISIONS - Individual & Organization Rights

- 1.0801 Fair Practice Clause: The Association agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, marital status, or handicap.
- 1.0802 The Association shall admit to membership all members of the bargaining unit in accordance with the Constitution and Bylaws of the Reading Education Association.
- 1.0803 No reprisal of any kind shall be taken by or against any participant in negotiations with the administration or the Board by reason of such activity.

1.09 DEFINITIONS

- 1.0901 Bargaining Unit: All certificated/licensed personnel employed by the Board whether on leave, on per diem basis, employed, or to be employed, excluding the Superintendent of Schools, all assistant superintendent(s), principals, assistant principal(s), athletic director, substitutes, aides, hourly paid tutors, auxiliary personnel, Coordinator of Special Services and all others for whom certification/licensure in supervision or administration is required as a condition of employment.
- 1.0902 Member: All professional staff members as defined in Section 1.02 represented by the Association.
- 1.0903 Sole and Exclusive Agent: The Association, granted such status, shall be recognized by the Board as the official voice of all members of the instructional staff. The exclusive representative shall further represent members of the bargaining unit regardless of their race, color, creed, national origin, sex, age, marital status, or handicap.

- 1.0904 **Negotiations**: To confer, discuss, propose, consider, make concessions and counterproposals, in good faith, in an effort to reach mutual agreement on items under consideration. Such negotiations shall be conducted by representatives of the Board and the Association with authority to negotiate in good faith.
- 1.0905 **Negotiation Meeting Period**: That period of time from the first negotiation session until agreement has been reached, or the time factor of forty-five (45) days. The period of time when negotiations are recognized to be taking place.
- 1.0906 **Negotiation Session**: The actual conferring of the representatives of the Board and the Association.
- 1.0907 **Negotiation Team**: The body of official representatives of the Board or the Association.
- 1.0908 **Executive Session**: A meeting with admittance to be limited to the discretion of the participants calling the meeting or the provisions of such a session as provided in this negotiations procedure.
- 1.0909 **Consultants**: Advisors to the negotiations teams. Individuals due to special training, experience, and talents have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings.
- 1.0910 **Recess**: The period of time between negotiation sessions once the negotiation session has commenced. A negotiation session shall not be recessed for a period longer than seventy-two (72) hours, unless mutually agreed by both negotiation teams.
- 1.0911 **Caucus**: A limited break in the negotiation session of not more than thirty (30) minutes, unless mutually extended.
- 1.0912 **Good Faith**: The willingness to consider, propose, make concessions and counterproposals in an effort to reach a mutually agreed position. Good faith requires the participants in the negotiations to provide explanations for proposals and counterproposals. Good faith does not mean that either negotiations team is given authority to make final commitment for the Board or the Association.
- 1.0913 **News Release**: A report on the status of negotiations, given directly to public news media personnel; i.e., the newspaper, radio or television news bureaus.
- 1.0914 **Progress Report**: Reports made to the Board or Association while negotiations are in process.
- 1.0915 **Ad Hoc Study Committee (joint study committee)**: A group given a specific assignment to develop a more meaningful understanding of a given area to assist the negotiation teams in coming to a mutual agreement. The responsibility of such study committees shall be determined by the negotiation teams at the time that the study committee is organized. Information reported by the study committee shall be advisory only and not a direction or in any way

impose a recommendation or compliance to the members of the negotiation teams.

- 1.0916 Mediation: An assistive process and procedure that attempts to help the parties to recognize their differences and similarities under the rules and regulations of the Federal Mediation and Conciliation Service.
- 1.0917 Impasse: Disagreement, a deadlock on a given item being negotiated. Impasse is reached when no further change of positions by the members of the negotiation teams is taking place and agreement is not reached within the specified time limit.
- 1.0918 Writing Disposition: The findings and recommendations of parties used to resolve an impasse situation. Such a disposition is an advisory notice and should be given the greatest consideration by both the Board and the Association in an effort to obtain agreement.
- 1.0919 Memorandum of Understanding: An agreement reached by the parties, during the life of the Contract, which adds, deletes or modifies existing language and is agreed to and signed by both the Association and the Board.

**ARTICLE II:
SALARY & FRINGE BENEFITS**

2.01 HORIZONTAL PLACEMENT/ADVANCEMENT ON SALARY SCHEDULE

- 2.0101 Salary increases for additional semester hours (or quarter hours converted to semester hours utilizing the formula outlined in Section 2.0104) shall be limited to the start of the school year as follows:
- A. The official transcript indicating the completion of the courses must be received by the Board by September 15.
 - B. Letters from class instructor(s) indicating completion of the courses shall be acceptable provided the official transcript is received by the Board by November 1.
 - C. Graduate level course-work only and only course-work after the degree in question has been earned will be accepted for horizontal movement on the salary schedule with the following exceptions:
 - 1. Superintendent-requested course-work which is necessary for a member to obtain district-requested certification, endorsement, or licensure may be undergraduate level course-work, if this is the only course-work readily available. Documentation, signed by the superintendent and member, shall be maintained in member's file and the Treasurer's office and shall include superintendent's signed written request and member's signed written acceptance (prior to taking course-work). An official transcript shall also be filed upon successful completion of course-work.
 - 2. Other possible exceptions which may arise which could possibly justify horizontal movement on the salary schedule may be petitioned by the member to the superintendent. If approved, the same documentation requirements in "C.1" above also apply (i.e. member's written request and superintendent's written approval prior to course-work, and official transcript following successful completion of course-work).
- 2.0102 Upon receipt of the official transcript(s)/letter(s), the member will be placed on the appropriate training column of the salary schedule retroactive to the beginning of said school year.
- 2.0103 All credit to be accepted for horizontal advancement on the salary schedule must meet the criteria identified in "A" below; and, any one of "B" through "E" below.

- A. Credit beyond the BA column must be graduate level course-work, except as noted in 2.0101(C) above, taken at a recognized college. The term "recognized college" is defined as any institution from which credit is accepted for certification/licensure by the Ohio Department of Education, Division of Education and Certification; and,
 - B. Course work must be in the area of professional education as defined in the regulations for teacher certification/licensure in Ohio; or,
 - C. Course work is in the area of certification/licensure for which the person is presently certified; or,
 - D. Course work is in an area of certification/licensure for which the person is pursuing a planned program toward additional certification (the planned program must be verified by the college or university advisor); or,
 - E. Course work has been approved in advance by the Superintendent as being pertinent to the member's placement on the salary schedule.
- 2.0104 To convert quarter hours to semester hours, multiply the number of quarter hours by two-thirds ($2/3$). Numbers are not to be rounded up to the nearest whole number. (Example: 44 quarter hours converted to semester hours would yield 29.3 semester hours.)

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EFFECTIVE SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2016

Reading Community City School District

2.02 MEMBER SALARY SCHEDULES AND INDEX

**2.0204 Salary Schedule - Effective 2014-2015 School Year:
(All columns represent semester hours)**

STEP	BA	BA+30	BA+45	MA	MA+15	MA+30	MA+45
0	37,559	38,798	41,315	43,193	44,470	45,784	47,061
	1.000	1.033	1.100	1.150	1.184	1.219	1.253
1	39,475	40,714	43,230	45,409	46,686	48,000	49,315
	1.051	1.084	1.151	1.209	1.243	1.278	1.313
2	41,390	42,667	45,183	47,587	48,902	50,216	51,531
	1.102	1.136	1.203	1.267	1.302	1.337	1.372
3	43,343	44,583	47,099	49,803	51,155	52,432	53,747
	1.154	1.187	1.254	1.326	1.362	1.396	1.431
4	45,259	46,536	49,052	52,057	53,371	54,686	55,963
	1.205	1.239	1.306	1.386	1.421	1.456	1.490
5	47,212	48,451	51,043	54,273	55,587	56,902	58,254
	1.257	1.290	1.359	1.445	1.480	1.515	1.551
6	49,165	50,404	52,996	56,526	57,878	59,155	60,470
	1.309	1.342	1.411	1.505	1.541	1.575	1.610
7	51,155	52,395	54,949	58,780	60,094	61,447	62,761
	1.362	1.395	1.463	1.565	1.600	1.636	1.671
8	53,108	54,385	56,939	61,071	62,385	63,700	65,052
	1.414	1.448	1.516	1.626	1.661	1.696	1.732
9	55,061	56,376	58,930	63,324	64,677	65,991	67,306
	1.466	1.501	1.569	1.686	1.722	1.757	1.792
10	57,090	58,329	60,921	65,616	66,968	68,282	69,597
	1.520	1.553	1.622	1.747	1.783	1.818	1.853
11	59,080	60,357	62,949	67,944	69,259	70,611	71,925
	1.573	1.607	1.676	1.809	1.844	1.880	1.915
12	61,071	62,385	64,977	70,235	71,550	72,902	74,254
	1.626	1.661	1.730	1.870	1.905	1.941	1.977
15	64,526	66,217	69,672	73,127	74,404	75,681	77,447
	1.718	1.763	1.855	1.947	1.981	2.015	2.062
20	67,155	68,883	72,339	75,794	77,109	78,386	80,113
	1.788	1.834	1.926	2.018	2.053	2.087	2.133
25	69,860	71,550	75,005	78,498	79,775	81,090	82,780
	1.860	1.905	1.997	2.090	2.124	2.159	2.204
27	70,860	72,550	76,005	79,498	80,775	82,090	83,780

Salaries for Step 27 are equal to Step 25 plus \$1,000.

2.03 SUPPLEMENTAL DUTIES

2.0301 General Provision:

The listed schedule of supplemental duty indices shall be in effect for the 2014-2016 school year.

2.0302 Compensation for Supplemental Positions:

Those who have supplemental contracts shall be paid in accordance with Section 2.04 of this Contract.

2.0303 Creating, Modifying, Filling, or Not Filling Supplemental Duties Positions

- A. The Board reserves the right to create, modify, fill, or not fill supplemental positions at its sole discretion.
- B. The creation or modification of supplemental duties positions may be requested by any staff member by submitting a written request to his/her immediate supervisor who, in turn, may forward the request through the normal chain of command.

EXAMPLE #1:

STEP 1 - TEACHER
STEP 2 - TEAM LEADER/DEPT. HEAD
STEP 3 - PRINCIPAL
STEP 4 - SUPERINTENDENT
STEP 5 - BOARD

EXAMPLE #2:

STEP 1 - COACH
STEP 2 - ATHLETIC DIR.
STEP 3 - PRINCIPAL
STEP 4 - SUPERINTENDENT
STEP 5 - BOARD

- C. All written requests submitted for the creation of new, additional, or modification of supplemental duties positions shall include comprehensive rationale which demonstrates that a need exists. Said rationale shall include, but not be limited to: draft job description, time requirements, responsibilities, associated costs, and other particulars necessary for considering the request.
- D. If approved by the Board of Education, the salary and/or indicies for newly created supplemental duties positions shall be subject to negotiations and may be implemented through a Memorandum of Understanding.
- E. When moving from a lower to a higher position within the same activity (i.e., junior high football to assistant or from assistant to varsity head coach), the employee shall be placed at the lowest step for the new position which will increase the stipend above the amount he/she would have received had he/she remained at the lower level position.
- F. When moving from a higher to a lower position within the same activity (i.e., varsity CC to junior high CC), an employee shall retain the same step placement in the new position he/she would have received had he/she remained at the higher level position.
- G. The Board reserves the right to modify a building principal's recommendation for initial step placement.

NEGOTIATED MASTER CONTRACT BETWEEN READING EDUCATION ASSOCIATION
AND READING COMMUNITY CITY SCHOOL DISTRICT BOARD OF EDUCATION
EFFECTIVE SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2016

2.04 SUPPLEMENTAL DUTIES SALARY SCHEDULES
2.0401 Supplementals - Effective 2014-2016 School Year (Base \$ 35,480):

Position	
ACADEMIC CHALLENGE	2554
ANNUAL SPONSOR	3193
ATHLETIC COORDINATOR, JR. HI.	3832
AUDIO VISUAL COORDINATOR, HS	2554
AUDIO VISUAL COORD. ELE (2)	1915
AUXILIARY FALL UNIT	1915
BAND DIRECTOR, JH/SH	6386
BAND DIRECTOR, ASSISTANT	1915
BAND, PERCUSSION DIRECTOR	1915
BASEBALL, VARSITY	6386
BASEBALL, ASSISTANT VARSITY	5108
BASEBALL, JR. VARSITY	5108
BASEBALL ASSISTANT	2129
BASEBALL, FRESHMAN	5108
BASKETBALL, VARSITY (2)	7664
BASKETBALL, ASSISTANT VARSITY (2)	5108
BASKETBALL, JR. VARSITY (2)	5108
BASKETBALL, FRESHMAN (2)	5108
BASKETBALL, JH (4)	3832
BASKETBALL ASSISTANT, BOYS	2129
BASKETBALL ASSISTANT, GIRLS	2129
BOWLING, VARSITY (2)	3832
BROADCAST MEDIA	5108
CHEERLEADER SPONSOR	6386
CHEERLEADER SPONSOR, ASST HS	5108
CHEERLEADER SPONSOR, JH	3832
CHOIR DIRECTOR, JH/SH	2554
CHOIR DIRECTOR, ELEMENTARY (2)	1915
CLASS SPONSOR, FRESHMAN	710
CLASS SPONSOR, SOPHOMORE	710
CLASS SPONSOR, JUNIOR	1064
CLASS SPONSOR, SENIOR	1064
CROSS COUNTRY, VARSITY	5108
CROSS COUNTRY, JUNIOR HIGH	3832
DANCE TEAM	2554
DEPARTMENT HEADS (11)	1278
ESTEEM TEAM	1278
FOOTBALL, VARSITY	7664
FOOTBALL, ASSISTANT VARSITY (3)	5108
FOOTBALL, JUNIOR VARSITY (2)	5108
FOOTBALL, FRESHMAN (2)	5108
FOOTBALL, JUNIOR HIGH (3)	3832
FOOTBALL ASSISTANT	2129
GOLF, VARSITY	5108
GOLF, JUNIOR VARSITY	3832
MOCK TRIAL DIRECTOR	2554
MOCK TRIAL ASSISTANT	1915
MUSICAL DIRECTOR	2554
MUSICAL PRODUCER/CHOREOGRAPHER	2554

**NEGOTIATED MASTER CONTRACT BETWEEN READING EDUCATION ASSOCIATION
AND READING COMMUNITY CITY SCHOOL DISTRICT BOARD OF EDUCATION
EFFECTIVE SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2016**

NATIONAL JR. HIGH SOCIETY DIRECTOR	1278
NEWSPAPER HIGH SCHOOL	3832
PEER TUTORS	1278
PLAY DIRECTOR	1278
PLAY PRODUCER	1278
POWER OF THE PEN	1915
SOCCER, VARSITY (2)	6386
SOCCER, ASSISTANT VARSITY (2)	5108
SOCCER, JUNIOR VARSITY (2)	5108
SOCCER, FRESHMAN (2)	5108
SOCCER ASSISTANT, BOYS	2129
SOCCER ASSISTANT, GIRLS	2129
SOFTBALL, VARSITY	6386
SOFTBALL, ASSISTANT VARSITY	5108
SOFTBALL, JUNIOR VARSITY	5108
SOFTBALL, FRESHMAN	5108
SOFTBALL ASSISTANT	2129
SPORT COORDINATORS (3)	1915
STAGE TECHNICIAN	3193
STUDENT COUNCIL, HS	1915
STUDENT SENATE, JUNIOR HIGH	1278
SWIM, VARSITY	5108
TENNIS, VARSITY (2)	3832
TENNIS, JUNIOR VARSITY (2)	3832
TRACK, VARSITY (2)	6386
TRACK, ASSISTANT VARSITY (2)	5108
TRACK, JUNIOR HIGH (2)	3832
TRACK ASSISTANT, BOYS	2129
TRACK ASSISTANT, GIRLS	2129
VOLLEYBALL, VARSITY	6386
VOLLEYBALL, JUNIOR VARSITY	5108
VOLLEYBALL, FRESHMAN	5108
VOLLEYBALL, JUNIOR HIGH (2)	3832
VOLLEYBALL ASSISTANT	2129
WEIGHT ROOM COORDINATORS (4)	1064
WRESTLING, VARSITY	7664
WRESTLING, ASSISTANT VARSITY	5108
WRESTLING, JUNIOR VARSITY	5108
WRESTLING, JUNIOR HIGH (2)	3832
WRESTLING ASSISTANT	2129
ALTERNATIVE SCHOOL SUPERVISOR	30.00/HR
FRIDAY AND SATURDAY SCHOOL	30.00/HR
ELEMENTARY BAND (INSTRUMENTAL)	2,067.00

2.05 HOSPITAL/SURGICAL/PRESCRIPTION DRUG INSURANCE

- 2.0501 The Board shall purchase from a carrier licensed by the State of Ohio and selected by the Greater Cincinnati Insurance Consortium, hereinafter referred to as "GCIC", basic hospital/surgical/prescription drug insurance coverage, for each member now or hereafter employed and his/her family, which meets or exceeds the specifications outlined in the current plan(s) of the GCIC, so long as the Board retains membership in GCIC. Any changes below the current levels of coverage shall be agreed to by both parties. Continuation of membership in GCIC for each school year shall be determined by July 1 by mutual agreement of the Board and the Association. Failure to reach mutual agreement to continue with GCIC shall be cause to reopen negotiations for the purpose of obtaining a new carrier and benefits which meet or exceed the existing plan covered by this section. The Board shall pay eighty-five percent (85%) and the individual shall pay fifteen percent (15%) of the total premium cost of this insurance.
- 2.0502 For those who elect this insurance coverage, the Board shall provide continuous coverage from the first day of employment or the earliest date permitted by the carrier through August 31. Uninterrupted coverage shall continue for the next school year for those who retain uninterrupted employment in the District. This insurance shall continue in effect during absences due to illness, as specified in the Ohio Revised Code, for which the member may use such leaves.
- 2.0503 Members on all unpaid leaves of absence (except 3.1001) may choose to continue participation in this group insurance by remitting the premiums to the Board Treasurer. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the member shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

2.06 DENTAL INSURANCE

- 2.0601 The Board shall purchase from a carrier licensed by the State of Ohio and selected by the Greater Cincinnati Insurance Consortium, hereinafter referred to as "GCIC", basic dental insurance coverage, for each member now or hereafter employed and his/her family, which meets or exceeds the specifications outlined in the current plan(s) of the GCIC, so long as the Board retains membership in GCIC. Any changes below the current levels of coverage shall be agreed to by both parties. Continuation of membership in GCIC for each school year shall be determined by July 1 by mutual agreement of the Board and the Association. Failure to reach mutual agreement to continue with GCIC shall be cause to re-open negotiations for the purpose of obtaining a new carrier and benefits which meet or exceed the existing plan covered by this section of Article 1. The Board shall pay one hundred percent (100%) of the total premium cost of this insurance.

- 2.0602 For those who elect this insurance coverage, the Board shall provide continuous coverage from the first day of employment or the earliest date permitted by the carrier through August 31. Uninterrupted coverage shall continue for the next school year for those who retain uninterrupted employment in the District. This insurance shall continue in effect during absences due to illness, as specified in the Ohio Revised Code, for which the member may use such leaves.
- 2.0603 Members on all unpaid leaves of absence (except 3.1001) may choose to continue participation in this group insurance by remitting the premiums to the Board Treasurer. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the member shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

2.07 LIFE INSURANCE/DISABILITY INSURANCE

Life Insurance

- 2.0701 The Board shall purchase from a carrier licensed by the State of Ohio and selected by GCIC (or the Board if it should withdraw from the GCIC) group term life insurance for each member in the amount of forty-nine thousand (\$49,000), plus an equal amount of accidental death and dismemberment coverage. The full cost of this program shall be paid by the Board.
- 2.0702 The Board shall allow members and/or their spouses to purchase additional amounts of coverage at their own expense through payroll deduction. This is contingent upon the approval and limits of the carrier.
- 2.0703 Members (including retirees) who terminate employment after completion of a school year will continue to receive the board-provided portion of life insurance through August 31 of that year. Any additional insurance (purchased per 2.0702) will also continue through August 31. Each of these provisions is contingent upon carrier approval.
- 2.0704 Upon retirement, members may be able to convert to other life insurance plans. Interested members should contact the current carrier to inquire about this possibility.

Disability Insurance

- 2.0705 The Board shall purchase from a carrier licensed by the State of Ohio and selected by the Greater Cincinnati Insurance Consortium, hereinafter referred to as "GCIC", disability insurance for each member now or hereafter employed who have five (5) years or less of service credit in the State Teachers Retirement System of Ohio (STRS). Once member obtains five (5) years of service coverage with STRS, the disability insurance coverage purchased through GCIC will terminate and member will be eligible for disability benefits through STRS. The Board shall pay one hundred percent (100%) of the total premium cost of this insurance. The disability insurance coverage shall be

provided by the Board as long as the coverage is offered by GCIC. The Board shall make available additional disability insurance for all members to purchase.

2.08 COPIES OF INSURANCE AGREEMENTS

- 2.0801 Upon request, the Association President shall be provided a copy of the complete agreements, including complete specifications for coverages, between the Board of Education and Health, Dental, Liability and Life Insurance carriers.
- 2.0802 Copies of said agreements will be provided to the Association upon request within fifteen (15) days after the Board receives any new agreements or change in an agreement.
- 2.0803 The provision of said agreements shall be in addition to explanatory booklets, pamphlets, etc., provided to the individual certified employee.

2.09 SALARY/BENEFITS FOR PART-TIME EMPLOYEES

2.0901 Salary

Salary for part-time members shall be determined by utilizing a formula which considers actual instructional time (in minutes) with additional minutes awarded for preparation and conference, lunch, other non-instructional time, etc. The formula creates a "ratio" between time awarded and instructional time. The formula allows for Jr./Sr. High School personnel to be hired for a specific number of periods per day or for elementary personnel to be hired for a specific number of minutes per day.

The formula is derived by utilizing the Jr./Sr. High School's seven period day as the basis for determining the ratio. For the purpose of this formula, a "period" is fifty-two (52) minutes in length and shall constitute 1/7 of a full work day (as set forth in Section 4.08 herein which is 7 hours, 40 minutes or 460 minutes per day), which equals 65.714 minutes of "awarded time." This awarded time when divided by 52 minutes yields a ratio of 1.264. This ratio shall be used to calculate Elementary awarded time (examples 2 and 3 below).

$$\frac{460 \text{ min/day}}{7 \text{ periods}} = 65.714 \text{ awarded time} \qquad \frac{65.714 \text{ min. of awarded time}}{52 \text{ min. actual time}} = 1.264 \text{ ratio}$$

The salary rate per minute for each part-time member shall be determined by dividing the member's full-time salary figure (as determined by the Negotiated Salary Schedule and based on the member's degree and step placement) by the number of minutes in a full work year (460 minutes per day times 184 days = 84,640 minutes per year.)

$$\frac{\text{Salary}}{\text{Min/yr}} = \text{rate/min}; \qquad \text{Example: } \frac{25,896 \text{ (BA + 0)}}{84,640} = \$.301/\text{min.}$$

Ex. #1: Jr./Sr. HS: 2 periods per day at BA + 0 Step

65.714 awarded min/period x 2 = 131.428 min/day;
131.428 x \$.301/min. = \$39.56/day x 184 days = \$7279.04/yr;
\$7279.04 divided by 26 pay periods = \$279.96 per pay period.

Ex. #2: Elementary: 45 minutes per day at BA + 0 Step

45 act. instr. min/day x 1.264 ratio = 56.880 awarded min/day;
56.880 min/day x \$.301/min. = \$17.121/day x 184 days = \$3150.26/yr.
\$3150.26 divided by 26 pay periods = \$121.16 per pay period

Ex. #3: Jr./Sr. HS: 1 period and Elem. working 30 min/day at BA +0 Step

Elem = 30 actual minutes x 1.264 ratio = 37.920 awarded min.
Jr/Sr HS - 1 period = 65.714 awarded min
Total awarded minutes 103.634
103.634 awarded min/day x \$.301/min. = \$31.194/day
\$31.194/day x 184 days = \$5739.70/yr.
\$5739.70 divided by 26 pay periods = \$220.76 per pay period

2.0902 Benefits (Hospital and Drug, Dental, Life)

Part-time members may elect to participate in the fringe benefit programs by paying a pro rata contribution of the cost of these benefits based upon the ratio between time awarded and a full-time position (% of full-time equivalent - %FTE) less the % paid by the Board as provided in Sections 2.05, 2.06 and 2.07 herein. Participation in the insurance benefit programs by part-time members is contingent upon members working the prescribed number of hours per week as accepted by the individual carriers.

Hospital and Drug (Example #1 - Member works 3 periods/day)

Awarded time = 65.714 x 3 per. = 197.142 min/day x 184 days = 36,274.13 min/yr.;

36,274.13 min/yr
84,640 full-time min/yr. = .429% FTE

.429 %FTE x .90% (per Section 2.05) = .386% (Board contribution)

Therefore, if monthly premium is \$300, then the Board would pay .386% of \$300 = \$115.80 and the member would pay the balance of \$184.20

Dental (Example #2 - Member works 3 periods/day)

%FTE = .429% (per above calculations)

.429 %FTE x 100% (per Section 2.06) = .429% (Board contribution)

Therefore, if monthly premium is \$40.00, then Board would pay .429% of \$40.00 = \$17.16 and the member would pay the balance of \$22.84.

Life Insurance

The Board shall purchase the full amount of life insurance coverage as specified in Section 2.0701 for any member working half time (i.e., 3 hours and 50 minutes a day) or more per week. The full cost of this program shall be paid by the Board.

2.10 MILEAGE REIMBURSEMENT

- 2.1001 The Board shall reimburse members at the rates allowed by the Internal Revenue Service for any approved accumulated mileage accrued in the performance of their professional duties (regular and/or supplemental).
- 2.1002 Any mileage accumulated by the member on behalf of the athletic department must receive the prior approval of the athletic director and shall be paid to the member out of the Athletic Fund.

2.11 SEVERANCE PAY

- 2.1101 The Board, pursuant to ORC Section 124.391, shall pay any member who elects to retire from teaching the total per diem rate for one-fourth (1/4) of each accumulated day of sick leave accredited to that member's account. If a member meets or exceeds two hundred seventy-two (272) days of accumulated sick leave when he/she elects to retire, that member will receive eighty (80) days.
- 2.1102 Payment, based upon the member's per diem pay at the time of official retirement notice to the Board, shall be issued as soon as possible after, but no later than one month following, presentation to the Treasurer of a copy of member's first STRS retirement check or bank wire notice.
- 2.1103 Per diem rate is defined as: the rate of pay on the member's regular teaching contract.
- 2.1104 If a member of the bargaining unit dies while employed by the Board, and at the time of death was eligible to retire and eligible to receive retirement benefits from STRS or if the member has been employed by the Board for twenty (20) years or more, then in that event, the estate of the deceased employee shall be paid severance pay, in accordance with the severance pay provisions of the Contract.

2.12 REIMBURSEMENT FOR COLLEGE CREDIT

- 2.1201 An annual fixed budget of eighteen thousand dollars (\$18,000) shall be available for reimbursement for tuition cost incurred by teachers for courses completed at an accredited university or college. All courses submitted for reimbursement must be approved in writing by the Superintendent or Superintendent's designee prior to attending the first day of the course or the employee will not be reimbursed.
- 2.1202 The course work taken must be in one of the following areas: teacher's field of certification/licensure; and work to maintain/upgrade the teacher's certification/licensure; in the field of technology; and work approved by the Local Professional Development Committee; and other work to be approved in advance by the Superintendent.

- 2.1203 The amount of reimbursement shall be prorated and determined by the number of teachers participating and the amount of course work completed during the time period of September 1 through August 31 of each year. The maximum reimbursement any single teacher may receive pursuant to this provision is one thousand five hundred dollars (\$1,500).
- 2.1204 Payment shall be issued by the Treasurer's office on September 15. The teacher is required to provide a copy of the grade report and official receipt from the college or canceled check and must present proof of earned credit (Grade B or better and pass in a pass/fail course) by September 1 in order to receive payment. Such proof of the grade report and the receipt from the college shall be presented with the form as provided in the appendix of this Agreement approved by the Superintendent who shall authorize payment.
- 2.1205 Tuition reimbursement shall be available to teachers who have completed one or more years of teaching experience with the Board. Teacher must be employed by Reading at the time of reimbursement.

2.13 STRS TAX SHELTER PICK-UP

- 2.1301 Pursuant to Rulings 77-464 and 81-36 of the Internal Revenue Service and Opinion 82-097 of the Ohio Attorney General and as restricted by the State Teachers Retirement System (STRS) and the rules of the Board, the contribution of the member shall be designated as paid by the Board.
- 2.1302 The total annual salary and salary per pay period for each member shall be the salary otherwise payable under this negotiated Contract. The total annual salary and salary per pay period of each member shall be payable by the Board in two (2) parts: (1) Deferred Salary, and (2) Cash Salary.
- A. Deferred Salary: A member's deferred salary shall be equal to that percentage of said member's annual salary or salary per pay period that is paid to the STRS by the member. This deferred salary shall be paid by the Board to the STRS on behalf of the member as a "pick-up" of the STRS Employee Contribution.
- B. Cash Salary: A member's cash salary shall be equal to the member's total annual salary or salary per pay period less the amount of the "pick-up" for the member and shall be payable, subject to applicable payroll deductions, to the member.
- 2.1303 No member's total earnings shall be increased by application of this plan nor shall the expenditures of the Board for the member's total annual salary be increased by application of this plan. This provision shall apply uniformly to all members when this plan is implemented.
- 2.1304 The Board shall compute and remit its employer contribution to STRS based upon the total annual salary and the salary per pay period, including the deferred salary or "pick-up".

- A. The Board shall report for federal and state income tax purposes as a member's gross income the member's total annual salary less the amount of the deferred salary or "pick-up" for the indicated tax year.
 - B. The Board shall report for municipal income tax purposes as a member's gross income the member's total annual income, including the amount of the deferred salary or "pick-up".
 - C. The Board shall compute tax withholding based upon gross income as reported to the respective authorities.
- 2.1305 The Board agrees to include in the member's total annual salary the deferred salary (pick-up) for the purpose of computing daily rate of pay for severance, for determining paid salary and adjustments to be made due to absence, or for any other similar purpose. The deferred salary (pick-up) shall be included in the base salary for the purpose of determining supplemental duty salaries.

2.14 RETIREMENT INCENTIVE

The Board of Education shall provide a retirement incentive payment to any member of the bargaining unit who retires through STRS during the term of this Contract under the following conditions:

- 2.1401 Retirement eligibility shall occur for one (1) year periods during the term of this Contract beginning September 1 and ending August 31 of each year of the Contract.
- 2.1402 The member must attain thirty (30) years of STRS credited service during said one (1) year period.
- 2.1403 The member must retire effective at the completion of the school year in which thirty (30) years of STRS eligibility is attained. Failure to exercise this right shall result in that member's forfeiture of his/her right to a retirement incentive as set forth herein.
- 2.1404 The member must give the Board of Education written notice of his/her intention to retire on or before April 1 of the year in which the member shall attain thirty (30) years of STRS service eligibility.
- 2.1405
 - A. Upon reaching thirty (30) years of service and no later than the end of school year employee reaches thirty (30) years of service, teacher must retire.
 - B. Severance shall be at sixty percent (60%) of a maximum of three hundred (300) sick days paid out at one-third (1/3) of the amount on September 1 of the year of retirement, one-third (1/3) at January 1 of the following year, and one-third (1/3) at January 1 of the next year.

- C. Any current employee who has more than thirty (30) years of service may take advantage of this retirement incentive provided the written resignation is received by the Board prior to May 30, 2008 to be effective June 30, 2008.

2.1406 Said retirement incentive payment shall be paid to the member on the last scheduled pay date in January of the next calendar year following retirement.

2.15 EARLY NOTIFICATION RETIREMENT BONUS

Any teacher who submits his/her letter of resignation for retirement purposes in accordance with the requirements provided herein shall be eligible to receive a compensation bonus of one thousand dollars (\$1,000). Said compensation shall be paid no later than fifteen (15) days after separation of employment.

2.1501 A teacher retiring at the completion of the first semester must submit his/her written letter of resignation to the Superintendent no later than June 15 prior to the school year the teacher retires.

2.1502 A teacher retiring at the completion of the second semester must submit his/her written letter of resignation to the Superintendent no later than January 15 of the school year the teacher retires.

2.16 SECTION 125 PLAN

2.1601 Employees will be able to participate in a flexible benefit plan provided by the Board operating within the guidelines of the Internal Revenue Service Code Section 125. Tax free reimbursement for qualified expenses related to (1) employee premiums for medical and dental insurance, (2) dependent childcare and (3) non-reimbursed out-of-pocket medical and health care expenses should be included in the plan.

2.1602 The Board shall retain the services of a third party administrator to oversee and administer the plan.

2.1603 The Board shall establish information sessions for employees during the annual enrollment period. The third party administrator will then schedule individual information sessions with interested employees. The plan will begin as soon as the information and sign-up sessions have been completed.

2.1604 This plan will be available to employees so long as it is made available by the Internal Revenue Service or until such time as it is negotiated to be removed from this Agreement.

2.1605 This plan shall be made available to additional employee participation during the annual enrollment period.

2.17 TEACHER PROFESSIONAL ORGANIZATION

Consistent with Rule 3307-6-01 of the Ohio Administrative Code, the Board will pay a stipend to the Association President, Vice President, Secretary, Treasurer, and Building Representatives. The Association shall certify the stipend amounts to the Board's Treasurer, which can in no event exceed the maximum allowed by Rule 3307-6-01. The Association shall promptly and fully reimburse the Board for the total cost of stipends, including any applicable retirement costs.

**ARTICLE III:
LEAVES**

3.01 SICK LEAVE

3.0101 Each member, with the approval of the Superintendent, shall be granted sick leave with pay for each completed month of service at a rate of one and one-fourth (1.25) days per month. Members who have not attained maximum allowable sick leave accumulation as listed in Section 2.11 and terminate employment after completion of a school year will continue to accumulate sick leave at the above rate through August of that year for up to a maximum of fifteen (15) days for any school year. Retirees will be awarded two and one-half (2.5) additional days (for July and August) with their June sick leave awarded.

3.0102 Members may use sick leave for absence due to the following reasons:

- A. Personal Illness
- B. Personal injury, pregnancy related illness
- C. Exposure to contagious disease which could be communicated to other employees or students.
- D. Illness, injury or death of immediate family defined as: spouse, mother, father, son(s), daughter(s), grandparents, sibling(s), inlaw(s), or other person(s) living under the member's roof. Illness, injury or death of a member of the immediate family (as defined) is to be charged against sick leave unless a member's sick leave is exhausted in which case personal business leave can be used as a back-up to sick leave.

3.0103 The previously accumulated sick leave of a member who has been separated from the public service shall be placed to his/her credit upon his/her reemployment in the public service.

3.0104 A member who transfers from one public agency shall be credited with the unused balance of his/her accumulated sick leave, not to exceed the amounts set forth below.

3.0105 Unused sick leave may accumulate to a maximum of three hundred (300) days.

3.0106 Members may use sick leave in fractions of a workday as follows:

.25 day	=	0 hrs. 0 min. to 1 hr. 55 min.
.50 day	=	1 hr. 56 min. to 3 hrs. 50 min.
.75 day	=	3 hrs. 51 min. to 5 hrs. 45 min.
1.00 day	=	5 hrs. 46 min. to 7 hrs. 40 min.

1.5 day = parent/teacher conference days. (If conferences are made up [on member's own time outside the regular school day and at times documented and mutually agreed upon by the member and building principal], then the member shall only be charged for one [1] day.)

3.02 PERSONAL BUSINESS LEAVE

3.0201 Number of Days and Types

Each member, with the approval of the Superintendent, may be granted personal leave. This leave shall not be deducted from the member's sick leave. There will be a total of three (3) personal leave days per year per member. These days shall be unrestricted. Personal days which are not used during the year will be rolled into the member's sick leave.

3.0202 Building Daily Limitations

No more than ten percent (10%) of the staff at each elementary building, ten percent (10%) of the staff at the middle school, and ten percent (10%) of the staff at the high school may use personal leave on any given day. Members assigned to more than one building and/or part-time members shall be excluded from this formula. Personal leave will not be granted for less than one-half (.50) day.

3.0203 End of the Year

Members who are parents of children attending school may wish to attend their child's end of the year recognition programs or other similar type activities during the end of the school year. The Board recognizes and supports this desire, but prefers personal leave not be used for this purpose; rather, it is suggested that members make arrangements with fellow members to cover assignments during these absences so long as arrangements are approved by the building principal. Members who cover for other members must do so with the understanding that it is without compensation or credit as outlined in Article IV, Section 4.1401 or 4.1402.

3.0204 Procedures to be Followed for Approval of Personal Leave

- A. Except in cases of emergency, a request must be submitted through Aesop to the supervising principal at least one (1) week in advance.
- B. The member shall be notified by the supervising principal in a timely manner.
- C. If request is denied, the member may request review by the Superintendent or designee. If leave is of an emergency nature, an advance request is waived; however, a personal leave request form must

be completed within three (3) days after the teacher's return to work and submitted to the supervising principal in order for the teacher to receive reimbursement for the time off duty.

- D. Request and approval of personal leave days shall be approved on a first come basis. Approval of teacher's request for personal leave usage cannot be withdrawn once granted unless emergency or mitigating circumstances exist. Personal leave shall not be taken on the following days, except as provided below:
1. Days in which a regularly-scheduled District meeting, inservice or parent-teacher conference or professional development is schedule.
 2. The first or last day of the school year, or days in which a state mandated achievement test is scheduled in the building of the member requesting the leave.
 3. During the first and last ten (10) contractual days of the school year.
- E. Personal leave may be disallowed by the building principal if it would unduly interrupt or hamper the functioning of the instructional process.

Exceptions may be approved solely by the Superintendent or designee upon request.

3.03 ASSAULT LEAVE

- 3.0301 In order to qualify for assault leave with pay which shall not be charged against sick leave or against other leave under ORC Section 3319.08, the following guidelines shall be observed:
- A. Incident resulting in the absence due to the physical disability of the member to perform the duties for which he/she has been employed must have arisen out of a situation determined to have been within the scope of the employment with the Board.
 - B. The determination as to whether or not the physical disability is the result of an assault which occurred in the course of Board employment shall be made by the responsible administrative officer or his/her designee. However, the member must secure from a person licensed to practice medicine in the state in which he/she has an established practice, certified data as to the injury sustained in any assault claimed as a basis for assault leave. It is preferable that the member's own personal medical practitioner make this determination.
- 3.0302 If the preceding determinations are established to have been a physical disability resulting from an assault which occurred in the course of Board employment, the period of time the member will be maintained on a full pay status during the period of such absence shall be for a maximum of thirty (30) days and shall not be accumulative.

- 3.0303 The return of any member from authorized assault leave shall be predicated on the establishment by the member of his/her fitness to return to duty following the same method assault leave was authorized in the first instance; i.e., namely a determination by the responsible administrative officer or his/her designee based on the member's certificate from a person licensed to practice medicine that the member who previously had been adjudged to have a physical disability that prevented his/her from performing his/her normal duties, may now return to duties similar to those performed prior to going on assault leave.
- 3.0304 All earnings paid to a member under authorized assault leave shall be in lieu of lost time benefits payable under Workers Compensation Insurance; provided, however, that nothing herein precluded the member from applying for hospital and medical benefits under Workers Compensation Insurance.

3.04 PROFESSIONAL GROWTH LEAVE

Professional Growth Leave will be covered in accordance with Ohio Revised Code 3319.131, if and when applicable.

3.05 CHILD CARE LEAVE

- 3.0501 Upon the written request of a member, the Board shall grant child care leave without pay. Such leave shall not exceed two (2) consecutive semesters. Under extremely unusual circumstances, up to two (2) additional consecutive semesters may be granted by the Superintendent. Unless specifically approved by the Superintendent, request for child care leave is to occur within three (3) years of the birth of a member's child.
- A. The member's written request for child care leave must include starting and termination dates, and must be submitted at least thirty (30) calendar days prior to the effective date of such leave.
 - B. A member not completing one hundred and twenty (120) actual work days or more during the school year due to taking child care leave will not receive a year of service for salary step increase purposes. Sick and other fully paid leave days are counted as actual work days.
 - C. A member granted a child care leave shall be returned to the member's original position if the leave is for one (1) semester or less, provided that the member is still under contract with the school district. A member granted child care leave for more than one (1) semester shall be returned to the member's original position, if available, or one of a similar position, provided that the member is still under contract with the district.
 - D. The date of return from child care leave shall coincide with the beginning of the semester following the leave unless otherwise approved by the Superintendent.

- 3.0502 Child care leave shall not exceed the term of a member's contract nor shall child care leave be a reason for non-renewal or termination of a member's contract.

3.06 ADOPTION LEAVE

- 3.0601 Any member shall, upon written request, receive an unpaid leave of absence for the adoption of a child with the following conditions:
- A. If the child is under the age of five (5), the leave shall be up to two (2) consecutive semesters.
 - B. If the child is five (5) years old or more, the leave shall not exceed one (1) school semester.
- 3.0602 A member granted an adoption leave shall be returned to his/her original position if the leave is for one (1) semester or less, provided that the member is still under contract with the district. A member granted adoption leave for more than one (1) semester shall be returned to his/her original position, if available, or one of a similar position provided that the member is still under contract with the district.
- 3.0603 The date of return from adoption leave shall coincide with the beginning of the semester following the leave unless otherwise approved by the Superintendent.
- 3.0604 Adoption leave shall not exceed the term of a member's contract nor shall adoption leave be a reason for nonrenewal or termination of a member's contract.

3.07 MILITARY LEAVE

Federal and state regulations will be followed when applicable.

3.08 PROFESSIONAL LEAVE

- 3.0801 A member, upon the approval of the Superintendent, or his/her designee, may be granted professional leave to improve his/her professional scope and knowledge. This leave shall not be deducted from the member's sick leave or personal business leave and is not accumulative.
- 3.0802 Procedures to be followed for approval of professional leave:
- A. An electronic request (using AESOP, HR Kiosk, etc.) must be submitted to the building principal at least ten (10) days in advance.
 - B. Upon approval, the building principal shall forward the request to the Superintendent/designee.

- C. After the request has been reviewed, the member will be notified of approval or denial.

3.0803 Possible reasons for granting professional leave:

- A. To attend professional workshops, conferences, conventions, and/or seminars.
- B. To attend, with the principal's approval, meetings with individuals, businesses, etc., that directly relate to the member's work activities.
- C. For visiting other schools to view exemplary programs.
- D. To attend meetings of professional organizations.

3.0804 Upon returning from the conference or convention, the member should submit immediately a resume of the expenses incurred while attending. Receipted bills must be submitted. He/she should understand that if he/she is traveling by automobile, he/she will be reimbursed at the rate set forth in Section 2.10 (Mileage Reimbursement) herein.

3.0805 Finally, the member should submit to his/her building principal, as soon as possible, a written report outlining the subject of the convention, and any possible application of the knowledge he/she gained to his/her own employment situation or to the Reading Community City Schools in general.

3.09 JURY DUTY/COURT APPEARANCE

3.0901 Each member who reports for, and/or who serves on, a jury(ies) on a member workday shall receive his/her full salary while serving on jury duty and shall retain jury duty fees paid to his/her for serving on a jury.

3.0902 Any member who is subpoenaed to an administrative hearing and/or court involving a matter arising out of the performance of his/her contractual duties when the Association or the member is not a party to the proceeding shall receive no loss in salary while responding to said subpoena and, additionally, shall retain as his/her own any witness fees paid to his/her for responding to said subpoena.

3.10 FAMILY AND MEDICAL LEAVE ACT

3.1001 The Reading Community School District will comply with the Family Medical Leave Act of 1993.

3.1002 FMLA will run concurrent with other leave in the district.

**ARTICLE IV:
GENERAL WORKING CONDITIONS**

4.01 CONTRACTS

4.0101 All members employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code.

4.0102 Such contracts shall include the following information:

- A. Name of member.
- B. Name of school district and board of education employing said member.
- C. Type of contract, limited or continuing. If limited, the number of years contract is to be in effect.
- D. Annual compensation to be paid for the first year of the contract.
- E. Basis of determining compensation (i.e., classroom teacher, B.A. degree, 5 years experience).
- F. Number of pay days.
- G. A provision setting forth the beginning date of the contract and the length in years of the contract, specifically:

"An agreement entered into between the BOARD OF EDUCATION OF THE READING CITY SCHOOL DISTRICT, HAMILTON COUNTY, OHIO, and _____ as a teacher beginning _____ 20__, and continuing in full force and effect for a period of ____ year(s) or until within said period the said teacher resigns, elects to retire, or is retired pursuant to the Revised Code of Ohio or until this contract is terminated or suspended as provided by law and/or Board policy."

- H. The contract shall include provisions for the signatures of the Board President, the Board Treasurer, the member, and date of signing by the member.

4.0103 Continuing Contract Eligibility

Not later than October 1 of each year, the Superintendent or his/her designee shall notify the staff in writing of the qualifications and requirements necessary for continuing contract status. If a teacher provides written notice of eligibility of continuing contract to the administration/Superintendent after October 15, said teacher shall be required to sign a statement waiving Article V, Section 5.01, Subsection 5.0104(C)(1) of this Contract. Teacher shall not be eligible for continuing contract nor be deemed employed on a continuing contract by operation of law unless the teacher, no later than October 31, files with the Superintendent or his/her designee, a letter of intent that they will meet all legal

qualifications of a continuing contract prior to receipt of a new contract for the following year. Failure to provide written notice of continuing contract eligibility by October 31 may result in the teacher receiving a one (1) year limited contract. Such one (1) year limited contract shall be considered an extended limited contract in accordance with the provisions of ORC 3319.11. Grades and transcripts proving eligibility for continuing contract status must be received by the Superintendent or his/her designee prior to April 15. All provisions of this Section shall supersede and replace ORC 3319.08, 3319.11, and 3319.111 where applicable.

4.02 SUPPLEMENTAL CONTRACTS

- 4.0201 All members assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract, in keeping with the Ohio Revised Code. Job descriptions shall be issued at the time of application.
- 4.0202 Such supplemental contract shall include the following information:
- A. Name of said member.
 - B. Name of the school district and board of education for which responsibilities shall be performed.
 - C. Year contract is to be in force.
 - D. The total compensation for the supplemental contract.
 - E. Provisions for the signature of the Board President, the Board Treasurer, the member, and date of signing by the member.
 - F. Job title.
- 4.0203 Separate contracts will be provided for each additional duty.
- 4.0204 The contract must be signed and returned by the member within ten (10) days after receipt, otherwise the offer of the contract may be withdrawn by the Board.
- 4.0205 Compensation shall be paid in two (2) equal payments: once midway through the duty, and once at the conclusion of the duty.
- 4.0206 The Board shall purchase motor vehicle insurance in accordance with ORC Section 3313.201.
- 4.0207 Positions may be split upon the recommendation of the Superintendent and approved by the Board.

4.03 PAY PERIODS & PAYDAYS

- 4.0301 The salary of a member shall begin at the time he/she reports for duty.
- 4.0302 Members will be paid bi-weekly in twenty-six (26) equal installments over a twelve (12) month period. However, it may be necessary to have one three-week pay period approximately once every seven (7) years to avoid having twenty-seven (27) payrolls within the same fiscal year.
- 4.0303 The final payment check will be issued only after a member has finished his/her regularly assigned duties to the satisfaction of his/her supervisor.
- 4.0304 Employees' salaries shall be paid by electronic funds transfer (direct deposit).

4.04 POSITION ASSIGNMENTS AND TRANSFERS

- 4.0401 The Superintendent shall, in accordance with ORC 3319.01 and this Contract, make position assignments and transfers in the Reading Community City School District. The emphasis in making such assignments will be placed upon building and/or district need and proper certification.
- 4.0402 Prior to the end of the school year, each principal or designee will meet with each member of his/her staff to discuss proposed assignments for the next school year.
- 4.0403 If during the course of the summer, the proposed assignment or transfer of a member changes, said member will be notified as soon as it is known, but no later than five (5) work days prior to the first teacher work day. If notified after the fifth (5th) work day prior to the first work day, a substitute or aide will be provided, if requested, to assist member for up to two (2) days at the beginning of the school year.
- 4.0404 Prior to the beginning of the next school year, members will be sent a notice of their assignment.
- 4.0405 If requested by the member, a conference shall be held with the Superintendent and/or his/her designee to discuss the reason(s) for a change in assignment.

4.05 TRANSFERS - MEMBER PREFERENCE

- 4.0501 Each member being transferred will be made aware of potential openings available in the district for which he/she has proper certification and may express his/her preference.
- 4.0502 Voluntary transfers will be made whenever the specific needs of the particular situation can be met.

4.06 VACANCIES (REGULAR AND SUPPLEMENTAL)

- 4.0601 The Board shall prepare and maintain a perpetual listing, hereinafter referred to as the "list" or "listing" of position vacancies, administrative openings, new positions and/or supplemental duty positions. Such "listing" shall be posted in the Board office and copies sent to the Association President and on the District's website and email. The website and email listings shall be updated weekly.
- 4.0602 Vacancies shall be time-dated upon receipt and added to the "listing" on the next scheduled Board office workday following receipt of a notice of vacancy (i.e. resignation, leave of absence, retirement, nonrenewal, suspension, or termination). In the case of a newly created position, the vacancy will appear on the "list" at the time the position is created.
- 4.0603 Positions will be held vacant for at least five (5) Board office workdays after posting on the "list" during which time properly certificated member/applicants will be given consideration. Other applicants not currently employed by Reading Community City Schools will be considered after the five (5) day period has expired. Note: During the summer recess, positions will be held vacant for seven (7) days per Section 4.0605.
- 4.0604 Any member who wishes to apply for a vacant position, administrative opening, new position and/or supplemental duty position, shall do so in writing in duplicate to the office of the Superintendent. The Superintendent's office shall time-date applications upon receipt and return one (1) copy to the member.
- 4.0605 All vacant positions, administrative openings, new positions and/or supplemental duty positions which open during the summer recess, shall be placed on the "listing" and posted in the Board office. Copies of the "listing" shall also be mailed to the home of the Association President.
- Members who wish to be considered for vacant positions, administrative openings, new positions and/or supplemental duty positions which open during the summer recess, shall notify the Superintendent by written letter prior to the end of the academic school year, and he/she shall be notified in writing if said openings occur.
- 4.0606 Per the Ohio Revised Code, vacancies and hirings can only occur through official Board action at a regular or special Board meeting. Therefore, all vacancies will occur and be filled with the mutual understanding that they are tentative, pending Board approval.
- 4.0607 If a vacancy occurs within seven (7) Board office workdays prior to the beginning of the school year or within seven (7) Board office workdays after the beginning of the school year, the position need not be posted.
- 4.0608 In the event a vacancy occurs in a "critical" position in a untimely manner and in the opinion of the Board the position must be filled immediately, the Superintendent, after consultation with the Association President and with the

consent of the Association, may waive any aforementioned waiting periods and fill the position immediately.

4.07 REQUESTS BY MEMBERS TO RETAIN SUPPLEMENTAL DUTY POSITIONS FOR THE FOLLOWING SCHOOL YEAR

- 4.0701 Members who wish to retain currently held supplemental duty positions for the following school year shall submit a letter in duplicate to the Superintendent's office by April 1. The Superintendent's office shall time-date letters upon receipt and return one (1) copy to the member. Failure of members to "reapply" for currently held positions by April 1 will be cause for said positions to be posted on the list. Joint reminders will be sent by the Reading Education Association and administration no later than March 1.
- 4.0702 If possible, the Board shall act by June 30 on activities which begin before or during the first semester and by December 31 on activities which begin during the second semester.
- 4.0703 Nothing contained herein provides the member any expectation of continued employment in a supplemental position and supplemental position shall expire upon the completion of the contract terms.

4.08 MEMBER WORKDAY/WORK YEAR

- 4.0801 The workday for all members shall be seven hours and forty minutes (7 hrs., 40 min.), the time to be established by the building principal. Members must be available for all meetings, within reason.
- A. Members are required to remain in the building during the workday; provided, however, that during any given lunch period, one (1) member will be permitted to leave the premises. If necessary to leave the premises, prior permission must be obtained from the building principal.
- B. Each member will have a thirty (30) minute duty-free lunch period each day.
- 4.0802 The member work year shall be one hundred eighty-four (184) days.
- A. Should the Board determine to increase the number of workdays in a work year, the Board shall increase the salary schedule then in effect on a basis which reflects the percentage of additional days added by an amount equal to the per diem rate of each member. To reflect the per diem rate in the salary schedule the following formula will be utilized to create a revised salary schedule: Total days divided by 184, multiplied by current base = revised base.
- B. Any increase in the number of days in a work year shall be in consecutive days at the beginning or end of the school year.

4.0803 Preparation and Conference Time

- A. Middle School and Senior High School
Members shall receive one (1) period per day for preparation and conference time.
- B. Elementary School
Members shall receive a minimum of two hundred (200) minutes per week for preparation and conference time.
- C. Part time
Members who work less than full time shall receive preparation and conference time on a pro-rata basis.
- D. Members who travel between buildings shall have preparation and conference time on a pro-rata basis per building and scheduled by the principals involved.

4.09 REDUCTION IN FORCE

4.0901 If it becomes necessary to reduce the teaching staff due to decreased enrollment of pupils, return to duty of regular teacher after leaves of absence, curriculum changes, or for financial reasons as determined by the Board, such reduction shall be accomplished as follows:

- A. Temporary teachers (i.e., those who are replacing members presently on leave.)
- B. Teachers on limited contracts in the area(s) of certification/licensure to be reduced, by seniority.
- C. Tenured teachers according to certification/licensure, seniority, and qualification.

4.0902 Seniority will be defined as:

- A. Total number of continuous contractual years in the Reading Community City School District, including approved leave for professional growth. In the event of other leave of absence, the teacher shall retain the seniority held at the time of leave and shall begin with that seniority upon returning to teaching.
- B. Total number of years of teaching service shall control when teachers have an equal number of years of continuous service with the district.
- C. Tie breaker.
 - 1. Date of hire.
 - 2. Date application received.

4.0903 Other considerations:

- A. The Board will prepare a list of certificated members to be affected when it determines that layoffs are necessary.
- B. Teachers who resign their positions and are later reemployed shall lose that seniority acquired before resignation.
- C. Inasmuch as possible, normal attrition will be used. That is, vacancies will be filled by qualified member, if available.
- D. Teachers who are laid off will be recalled in reverse order of layoff to fill openings as they occur, if the teacher is properly certificated. When a teacher is notified of an opening, he/she will immediately state whether or not he/she is available to take the position. The teacher must accept the offer of a contract within five (5) days or his/her name will be removed from the list.
- E. The recall list shall be maintained for a period of two (2) years. Thereafter, a teacher on layoff shall lose his/her right to recall.
- F. The Board will maintain a seniority list within each area of certification.
- G. Displacement rights shall be exercised by all teachers within their respective contract status (continuing contract, tenured, or limited contract) with no non-tenured teacher exercising displacement over tenured teachers. Displacement shall be limited to areas of the teacher's certification.

4.0904 All provisions of this Article supersedes and replaces ORC 3319.17.

4.10 PAYROLL DEDUCTIONS

4.1001 The following payroll deductions are permitted:

- A. Retirement
- B. REA, SWOEA, OEA, NEA dues
- C. All required Federal, State and Local Taxes
- D. Tax Sheltered Annuities (in accordance with current IRS guidelines)
- E. Credit Union
- F. FCPE
- G. United Way
- H. Deferred Compensation Plans as offered by the Board of Education
- I. Ohio College Advantage Plan (529 Plan)
- J. Section 125 Plans (Medical and Dependent Care)

4.1002 Tax deductions on lump sum payment for leaves, resignations, etc. shall be based upon the annual income.

- 4.1003 Changes in payroll deductions, such as changes in number of dependents for income tax purposes, must be made in writing to the office of the Board Treasurer.
- 4.1004 Payroll deductions for REA, SWOEA, OEA, NEA dues must be made in writing to the office of the Board Treasurer no later than November 1. The first of twenty (20) equal consecutive deductions will be made beginning with the second pay in October. Such authorization shall continue in effect until such time that the member gives written cancellation notice to the Board Treasurer or employment with the Board terminates. Written notice of cancellation of payroll deductions for REA, SWOEA, OEA, and NEA dues must be received by the Board Treasurer no later than October 1.
- 4.1005 Members employed after October 15 shall have the right to request payroll deductions for professional dues within the first two (2) pay periods after employment. The deduction schedule shall be the same as provided by Section 4.1004 herein, except on a prorated basis.

4.11 PERSONNEL FILES

- 4.1101 There shall be established and maintained one (1) official file on all members. This file will be maintained in the Board Office.
- 4.1102 Changes in a member's personal status shall be made part of his/her official file (change in residence, marital status, etc.). Each member will be responsible for forwarding such information to the Board Office.
- 4.1103 If and when a member and the Superintendent or building principal agree that there is adequate evidence that certain material in said member's official file is irrelevant, inappropriate or false, or if validity of the complaint is sustained by the problem solving procedure, such material shall be removed from the file, or corrected.
- 4.1104 Personnel files shall be privileged and shall be open to inspection by the public in accordance with the provisions of Ohio Revised Code §149.43. Member shall be notified of request for inspection.
- 4.1105 If a member disagrees with any material in his/her file, he/she shall have the right to submit a written response to such material and his/her response shall be attached to the official file copy.
- 4.1106 Anonymous letters or materials shall not be placed in a member's file, nor shall they be made a matter of record.
- 4.1107 Letters of recommendation and other related information used for initial employment are items not to be retained in personnel files or maintained by the Board or the administration, except for the following:
 - A. Official transcript of college work.

- B. Copies of certification authorized by the Ohio State Department of Education.
- 4.1108 The personnel file shall be in compliance with ORC 1347. The Association President shall have access to the personnel information system file. He/she may copy any information therein.
- 4.1109 A separate file shall be kept in each school building. It shall be open for inspection by the individual member and is to contain necessary information including, but not limited to:
- A. Transcripts
 - B. Certification/licensure
 - C. Evaluation forms
- 4.1110 The member shall receive a copy of any item placed in his/her personnel file.
- 4.1111 Members shall have access to his/her personnel file upon reasonable notice (within five [5] days of request). Requests of members to have access to their personnel files shall be handled by the Superintendent, building principal, or the Board Treasurer.
- 4.1112 A member shall be entitled to a copy of any material in his/her file at no cost.

4.12 PROFESSIONAL & CIVIC ORGANIZATIONS

The Board encourages members to actively participate in meetings of local, state and national professional organizations. Through membership and participation, at no cost to the Board, the staff of the Reading Community City School District can benefit from these organizations.

4.13 PROCEDURE FOR RECONSIDERATION OF INSTRUCTIONAL MATERIAL

In the event that any citizen has a complaint or question concerning material used in conjunction with a class and/or library, the following policy shall be used to handle such concerns.

- 4.1301 If a citizen calls the Board Office, the Superintendent, or building principal with a concern about material:
- A. The individual responding to the citizen shall get the name, address and phone number of the citizen and inform the citizen of the following:

1. The member conducting the class.
 2. Times during the day when the member could be reached to answer any questions.
 3. That there exists a formal policy for reconsideration of materials.
- B. The member shall be informed of any initial inquiries and/or complaints.
- 4.1302 If the citizen contacts the member:
- A. The member shall attempt to answer any questions the citizen may have.
 - B. The citizen shall be mailed or given directly a copy of the "Citizen's Request for Reconsideration of Instructional Material" form which follows this procedure.
- 4.1303 If the citizen completes the form referred to in Section 4.1302(B) above, and returns it to the member, this procedure will be followed:
- A. A Review Committee shall be established by the principal that shall include the following persons:
 1. Principal;
 2. Department Chairperson (if applicable);
 3. Additional Member; and
 4. Superintendent/designee.
 - B. All members of the Review Committee shall familiarize themselves with the material in questions.
 - C. The principal shall call a meeting of the members of the Review Committee, the member, and the citizen. During this meeting the citizen shall inform the Committee of any and all objections to the materials. The member shall inform the Committee of the use of the material, how it was received by the class, why it was chosen, whether the choices of materials were given to the students, and any other information requested by the Review Committee pertinent to the situation.
 - D. After hearing all of the information, the Review Committee shall render a decision concerning the material in question, and supply copies of its decision to the citizen, the member, the Superintendent, and to the Board. A copy of this shall also be available for public information and filed in the Superintendent's office.

**READING COMMUNITY CITY SCHOOLS
REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL MATERIAL**

(Citizens or staff members should use this format in submitting "Requests for Reconsideration" to the supervising principal.)

AUTHOR (or producer) _____ TITLE _____

PUBLISHER _____

REQUEST INITIATED BY _____ COMPLAINANT REPRESENTS:

HIMSELF/HERSELF ___ OTHER ___

ADDRESS _____ TELEPHONE _____

1. To what do you object? (Please be specific, cite pages, passages, etc.)
2. What do you feel might be the result of exposure to this material?
3. For what age group would you recommend this material?
4. In your opinion, is there anything good about this material, any redeeming quality?
5. If the object of this complaint is printed material, have you read it through? If not, what portions have you read?
6. Have you had an opportunity to become familiar with the judgement of professional evaluators concerning this material?
7. What do you believe is the theme, the central text of this material?
8. What would you like the school to do about this material?
___ Do not assign it to my child.
___ Withdraw it from circulation and use.
___ Other _____
9. What material of equal quality, or with as effective a presentation of salient facts would you recommend in its place?
10. Comments:

Date

Signature

4.14 INTERNAL SUBSTITUTION

4.1401 High School

A member at the High School may be required by his/her supervisor to substitute during his/her preparation period for an absent staff member not more than one (1) time per school year without additional compensation. After the first time, the member who substituted shall be paid at the rate of twenty-five dollars (\$25.00) per preparation period.

4.1402 Elementary School

A. If a member at an elementary building is required by his/her supervisor to substitute during his/her "special" period for an absent staff member, a member shall be compensated at the rate of \$25.00 per "special" period.

Middle School rate = \$25.00 per period

B. If a member at the Middle School building is required by his or her supervisor to accept students as a result of splitting for one-quarter (.25) day or more of classes due to lack of a substitute teacher, he/she will be compensated at a rate of twelve dollars and fifty cents (\$12.50) per hour per teacher.

4.15 POLICY HANDBOOK

Online access to the policy handbook is available through the District website. The Association President will be notified of additions and deletions to existing policies within twenty (20) workdays after they are approved by the Board.

4.16 CURRICULUM AND INTERVENTION

Members accepting an administrative appointment to write or revise curriculum or to provide interventional-based instruction shall be paid thirty dollars (\$30.00) per hour.

4.17 LOCAL COMMITTEES

4.1701 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

Members serving on the Local Professional Development Committee (LPDC) shall be paid seven hundred fifty dollars (\$750.00) per year.

4.1702 SLO COMMITTEE

The SLO Committee shall consist of the Association President and one additional teacher per building as appointed by the Association President. Committee members shall be paid thirty dollars (\$30.00) per hour.

4.18 MENTORING

No member shall be assigned as a mentor without his/her consent.

- 4.1801 Mentoring is not considered a regular duty as covered by the teaching contract of any teacher, and shall be a voluntarily-accepted assignment.
- 4.1802 No member shall be negatively evaluated because of his/her refusal to accept a mentoring assignment.
- 4.1803 All communications between the mentor and the mentored teacher shall be confidential.
- 4.1804 Mentors shall not evaluate mentored teachers. Administrators shall not request/require that the mentor provide any evaluative information about mentored teachers.
- 4.1805 The Board shall provide the mentor with all the necessary training through the State Department of Education before the mentoring process begins.
- 4.1806 The compensation for mentors shall be seven hundred and fifty dollars (\$750.00) per year.
- 4.1807 The compensation for lead mentors shall be one thousand dollars (\$1,000.00).

4.19 DISCIPLINARY ACTION

- 4.1901 Progressive Discipline
The Superintendent shall have the right to discipline, including suspension without pay for up to five (5) days for just cause. The Superintendent agrees that, in general, it will follow the principles of progressive discipline with respect to occurrences other than those listed below, that is, an employee cannot be suspended for an offense unless he has first been suspended for the same offense. In imposing discipline on a current charge, the Superintendent will not take into account any prior written warning which occurred more than one (1) year prior to the current charge, or a prior suspension which occurred more than two (2) years prior to the current charge, unless the employee has accumulated other warnings or suspensions during the one year period or two year period, respectively.
- 4.1902 Disciplinary Hearing
Before a suspension of any employee covered by this Master Contract becomes effective, a hearing shall be held at which the employee may present his case. The employee and the Association shall be notified of the reason for the suspension. In the case of suspension, the hearing shall be before the Superintendent and take place no later than three (3) days following receipt of such notice. At such hearing the employee affected may be represented by the Association. The employee shall be given a reasonable opportunity to present evidence on his behalf.
- 4.1903 Representation
When an employee is called before management for any discussion that may lead to or result in disciplinary action against such employee, the Association

will be permitted to be present. The Board/administration shall advise said employee of his/her rights under this Section.

4.1904 Serious Offenses

Notwithstanding any of the above, it is understood that the above disciplinary steps do not apply to the more serious offenses and conduct listed below:

- A. Insubordination, refusal to obey orders or instructions as issued by management and refusal to perform assigned work. Conflicting orders or instructions shall be applied by ranking supervision.
- B. Bring intoxicants or controlled substances into, or consuming same, in the Board's vehicles and buildings and other properties or being under the influence of same while at work.
- C. Fighting during working hours or the use of insulting or abusive language toward the public, supervisors, or fellow employees.
- D. Dishonesty or stealing, either from the Board, the public, or its employees, and forging or falsifying time cards and other documents and/or reports.
- E. Causing injury to a fellow employee or destruction of a fellow employee's property or Board property through deliberate action or gross negligence.
- F. Any willful violation of safety rules and regulations.
- G. Immoral conduct.
- H. Offenses similar in nature of the offenses listed above for which in the judgment of the Superintendent the progressive discipline procedure is not appropriate.

Violation of any of the above-mentioned items may be cause for immediate suspension or dismissal.

4.1905 Filing A Grievance

- A. Any employee claiming that he has been disciplined or discharged without cause must present a grievance in writing within five (5) working days after such disciplinary action was taken, or his claim will be waived. Said grievance shall be submitted a Step of the grievance procedure.
- B. In the event of a grievance over the suspension of an employee is taken to arbitration, the arbitrator's decision shall be binding on all parties, provided, however, that the arbitrator shall be limited to determining, in the case where the disciplinary action involved was taken under the progressive discipline provisions of this Master Contract, that said progressive discipline provisions were followed and that the event or incident upon which the disciplinary action being taken is based occurred; or determining, in the case where the disciplinary action is being taken for

one of the reasons set forth in the Master Contract as grounds for immediate suspension that the event or incident upon which the disciplinary action is based occurred.

4.1906 Without Just Cause

Should it be determined that any employee was disciplined or discharged without just cause, he shall be restored to his former status. In the event back pay is awarded, the Board shall have the right to credit against any back pay awarded any earnings, compensation or remuneration received by the employee from any source during the period involved.

4.20 HIRING OF RETIRED TEACHERS

If the Board elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this Article and only the conditions set forth in this Article shall apply to the employment of these individuals:

- 4.2001 The salary to be paid to the returning teacher shall be based on the appropriate placement on the current teacher salary schedule training column with a maximum of ten (10) years of experience and a minimum of zero (0) years of experience and shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.
- 4.2002 The Board will pay the employee's cost of health, vision and dental insurance plans as per the contract.
- 4.2003 Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or certificate/license held.
- 4.2004 Each one (1) year contract shall automatically expire upon the completion of the year and it is not necessary for the Board to conduct evaluations in accordance with Chapter 3319.111 of the Ohio Revised Code nor to take formal action to not re-employ the employee pursuant to Chapter 3319.11 of the Ohio Revised Code in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
- 4.2005 Returning retirees are not entitled and/or are not eligible to receive any severance benefits provided by any collective bargaining agreement in effect between the Board and the Association.
- 4.2006 In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Section 4.09 of this Agreement.
- 4.2007 Such employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.

- 4.2008 Subject to these provisions, re-employed teachers are part of the bargaining unit.
- 4.2009 Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment. No sick leave shall be carried forward from pre-retirement status.
- 4.2010 Pursuant to the authority provided by R.C. 4117.10, and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to 3319.11 ORC, 3319.111 ORC, 3319.141 ORC, 3319.17 ORC, Chapter 3317 ORC, Chapter 3307 ORC, this provision shall supersede and replace the statutory law of Ohio.

**ARTICLE V:
MEMBER APPRAISAL**

5.01 TEACHER APPRAISAL INSTRUMENT

ALL PROVISIONS OF THIS ARTICLE SUPERSEDE AND REPLACE IN ITS ENTIRETY 3319.111 OF THE O.R.C.

5.0101 Introduction

The primary purpose of this instrument is for the improvement of instruction through the development of the appraisee's effectiveness. It will be used as one factor in establishing contract status.

5.0102 Objectives of Appraisal

- A. To improve instruction.
- B. To develop the professional effectiveness of the appraisee.
- C. To help clarify to the appraisee his/her professional performance.

5.0103 Appraisal Process

A. Responsibilities of the Appraiser

- 1. To familiarize him/herself with the appraisee's total background in order to make a fair evaluation.
- 2. To be candid and forthright in discussing the different phases of the appraisal.
- 3. To initiate the appraisal process and implement the established time schedule.
- 4. To be sensitive to the needs of the appraisee and create an atmosphere conducive to effective evaluation.
- 5. To keep adequate records of each appraisal.
- 6. To share with the appraisee all evaluative materials placed in the personnel file.
- 7. To give help to the appraisee through ideas and recommendations.
- 8. To supply resources and opportunities, whenever possible, to assist in the achievement of identified targets.
- 9. To notify the member in writing of a deficiency in his/her performance as soon as possible during the appraisal process.

B. Responsibilities of the Appraisee

1. To be candid and forthright in discussion of the different phases of the appraisal.
2. To be willing to seek help in carrying out any phase of the appraisal process.
3. To foster a positive attitude toward self-appraisal.
4. To carry out to the best of his/her ability the targets agreed upon in the appraisal.

5.0104 Mechanics of the Appraisal

A. Procedure

1. The first observation shall be scheduled. At the request of either party, a pre-observation conference may be held to establish targets.
2. The second and third observation may be either scheduled or unscheduled.
3. Observations will be for a minimum of thirty (30) minutes.
4. At the request of either party, there will be a follow-up conference held within a reasonable time after the observation (not to exceed five [5] instructional days unless unusual circumstances exist which prevent same).
5. The conference held following the first observation will be used to discuss the member's performance, and establish or review the member's job targets.

B. Observation Scheduling

1. All teachers in their first three (3) years in the Reading School District will be formally observed a minimum of three (3) times during the school year.
2. All other limited contract teachers and teachers on continuing contracts will be formally observed a minimum of once every five (5) years on a rotating cycle. Teachers in this category will be assigned a year to begin the five year cycle. It is the responsibility of the building principal to evaluate teachers out of cycle when he/she deems it necessary. A teacher in this category may be observed in a year not on the regular five year cycle if the teacher is notified by the principal or administrator before October 31.

3. The primary evaluator of a traveling teacher will be the building principal or administrator where that teacher starts the school week. The building principal or administrator of the second building will act as a contributor in the evaluation process and will submit the information to the primary evaluator. The primary evaluator may be an administrator other than the building principal or the administrator in the building where the teacher works provided that the teacher and the primary building administrator enter into a written mutual agreement to identify a different evaluator.

C. Timetable

1. November 15 - Final date for first classroom observation, follow-up conference, and target setting session.
2. January 31 - Final date for second classroom observation, follow-up conference, progress report of targets, and establishment of new targets, if necessary.
3. March 31 - Final date for completion of the evaluation procedure.

5.0105 Evaluation - Roles

The Superintendent will designate the administrator who will serve as prime appraiser as well as contributors in order to equalize the load the appraiser will have and to make the most appropriate match of appraisee and appraiser. The member being evaluated will be notified in writing of prime appraiser prior to the first observation.

Appraisee	Prime Appraiser	Possible Contributors
Classroom Teacher	A	B, C, E
Counselor	A	B, C, D, E
Special Education and/or Resource Teacher	A	B, C, D, E
E3, Art, Music, PE	A	B, C, E
Librarian	Designee	A, B, C, E

Symbols: A = Principal
B = Assistant Principal
C = Designee
D = Coordinator of Special Services
E = Superintendent

- 5.0106 Evaluation Criteria
All members shall be evaluated on the following criteria.
- A. Planning and Preparation
 - B. Classroom Environment
 - C. Instruction
 - D. Professional Responsibilities
 - E. Professional Development

5.02 NONRENEWAL OF A LIMITED CONTRACT

- 5.0201 The Board affirms its belief in the value of a regularly conducted thorough, written evaluation of teacher performance, such evaluation to be open to inspection by the teacher, and open to insertion of statements and materials by the teacher.
- 5.0202 Teachers must receive the most timely and the best professional help that the District can make available to assist them in performing competently.
- 5.0203 The Board must provide written notice of its intent not to renew employment of a limited contract teacher by April 30 prior to the expiration of the member's contract.
- 5.0204 The teacher is entitled within ten (10) calendar days of receipt of the written notice of nonrenewal to request in writing to the Superintendent full specifications of the reason for nonrenewal.
- 5.0205 Within ten (10) calendar days of receipt of such written request the Superintendent shall give the teacher a written statement of the full specifications of the reasons for nonrenewal.
- 5.0206 Within ten (10) days of receipt of the Superintendent's written statement, the teacher (with the Association's written concurrence) may file a written request for arbitration under Section 6.0802 of this Contract.
- 5.0207 In giving any written notice or written request under Sections 5.0201-5.0209 of this Contract, the Superintendent may provide notice by certified mail or personal service on the teacher mailed by the deadline, and the teacher and Association may provide notice by certified mail or personal service on the Superintendent by the deadline.
- 5.0208 An arbitrator shall be limited to a determination of:
- 1) procedural errors in the evaluation as set forth in Section 5.0104 and/or the evaluation instrument;
 - 2) procedural errors in Sections 5.0201-5.0207 of this Contract.

The arbitrator may order reemployment of a member when the member has been prejudiced by Board material and/or substantive errors in following the procedural requirements for evaluation as set forth in Article V or nonrenewal

procedures as set forth in Sections 5.0201-5.0207. The arbitrator shall order reemployment of a member where the Board has not given a member written notice on or before April 30 of its intention to not reemploy the member.

- 5.0209 The teacher must file his/her grievance in accordance with the timelines established in Article VI of this Contract. The Association and the Board agree that any grievance filed, alleging a violation in Article V of this Contract shall be postponed until the job status for that teacher for the next school year has been determined. When the grievance is resumed, it will be heard beginning at the Board level. All provisions of this Article shall supersede and replace ORC 3319.11 and 3319.111.

**ARTICLE VI:
GRIEVANCE PROCEDURE**

6.01 GENERAL PROCEDURES

- 6.0101 The primary purpose of this procedure shall be to obtain at the lowest level, and in the shortest period of time, equitable solutions to problems which may arise from time to time.
- 6.0102 Problem solving proceedings shall be handled by both parties in a confidential manner.
- 6.0103 Time limits contained in this procedure may be waived through mutual agreement of both parties.
- 6.0104 A member may withdraw the problem during any level of the proceedings. It shall be withdrawn in writing. The problem will be considered as having been satisfied by both parties.
- 6.0105 If the member's future contract status is in question, he/she shall be informed of such, at least thirty (30) workdays prior to any Board action regarding same. However, this problem solving procedure is not to be interpreted as a means through which state laws, as they relate to contract status, can be disregarded.

6.02 DEFINITIONS

6.0201 Definition of Grievance

A grievance is defined as an alleged violation, misinterpretation or misapplication of the Contract entered into between the Board and the Association.

6.0202 Definition of Day

"Day" shall mean calendar day.

6.03 INFORMAL LEVEL

It should be recognized by the members that they have a responsibility to keep the building principal informed on matters pertaining to the welfare of the total operation of the school.

6.04 LEVEL I (Form not applicable)

- 6.0401 The member shall first attempt to solve his/her problem or complaint with members of the administration through normal channels of communications. He/she may approach the principal, the Superintendent's designee and the

Superintendent, in succession, if he/she wishes before formally initiating the problem solving procedure.

6.0402 The fourteen (14) calendar day time limit required will be waived, if requested, when needed to fully implement the informal level.

6.05 LEVEL II (Form II)

6.0501 The member(s) shall, within two (2) weeks following the circumstance which created the problem, outline said circumstances in writing on Grievance Form - Level II (page 62) and deliver said form to the building principal. Grievance forms to be used in initiating this procedure shall be available through Association building representatives.

6.0502 The principal shall make arrangements for a hearing within five (5) workdays. During the hearing, every effort shall be made to come to a satisfactory solution to the problem. The principal shall, within five (5) workdays following the hearing, reduce his/her answer to writing on said Grievance Form - Level II and return it to the member concerned and the Association President. The same procedure can be repeated with the principal if it is apparent that an additional hearing might aid in solving the problem.

6.06 LEVEL III & LEVEL IV (Forms III and IV)

6.0601 In the event a mutual agreeable solution cannot be found, the building principal and/or professional staff member may within five (5) workdays, make a written request on Grievance Form - Level III (page 63) for a hearing with the Superintendent's designee, outlining the problem and including documentation for all procedures and exchanges completed to this point.

6.0602 The Superintendent's designee shall make arrangements for a hearing within five (5) workdays. The Superintendent's designee shall, within five (5) workdays following the hearing, reduce his/her answer to writing on said Grievance Form - Level III and return it to the staff member concerned and to the Association President.

6.0603 In the event of an impasse, the same procedure shall be followed by making a written request on Grievance Form - Level IV (page 64) to the Superintendent. The same time elements and written procedures shall be adhered to.

6.0604 Beginning with Level III and at any level thereafter, both the member involved, the Association, and the administrator or Board hearing the appeal may be accompanied by a representative of their own choosing.

6.07 LEVEL V (Form not applicable)

In the event a mutually agreeable solution cannot be found, either party may submit the issue to grievance mediation through the Federal Mediation and Conciliation Service (FMCS). A joint request shall be made to FMCS to obtain the services of a federal mediator.

6.08 LEVEL VI (Form VI)

6.0801 A further appeal may be made to the Board. It shall be presented to the Board at its next regular meeting. Again, the problem shall be outlined in writing on Grievance Form - Level VI (page 65) and access to all documentation presented up to this point shall be made available to the Board's membership. The Board Treasurer shall arrange for a hearing with the Board within one (1) week of the receipt of the request. The Board's decision shall be presented in writing on said Grievance Form - Level VI to the staff member and to the Association within five (5) workdays of the conclusion of the hearing, and shall be entered upon the Board minutes.

6.0802 A. If the Association is not satisfied with the suggestion for resolving the grievance received at Level V, the Association, within ten (10) workdays of receipt of such written response, shall notify the Superintendent of its intent to proceed to arbitration.

B. The parties mutually agree to use the following three (3) arbitrators:

1. Michael Paolucci
2. Charles Adamson
3. Tobie Braverman

Assignment of grievances shall be made on a continuous rotating basis among the three (3) above-mentioned arbitrators. In the event that an arbitrator is unable to remain on the list, the parties shall meet to mutually agree on a replacement.

C. With the exception of selection of the arbitrator, or any other contractual provision related to the arbitration hearing, the parties agree that the arbitration process shall adhere to the American Arbitration Association's rules.

D. The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling and issue his/her decision within forty-five (45) calendar days of the hearing.

E. The arbitrator shall expressly confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving Board discretion nor interfere with the powers, duties and rules

and regulations having the force and effect of law. Additionally, the arbitrator shall have no power to alter, add to, modify or subtract from the terms of this Agreement.

- F. The arbitrator has the authority to determine arbitrability if such an issue exists. The Board must raise the issue of arbitrability thirty (30) workdays after receiving notice from the Association of its intent to proceed to arbitration. Such notice shall include a motion of supporting memorandum submitted to both the Association and the arbitrator. The Association shall have thirty (30) workdays in which to file a response to the Board's memorandum to both the Board and the arbitrator. The arbitrator shall make a ruling on the arbitrability issue prior to hearing the grievance.
 - G. The arbitrator shall have the power to subpoena witnesses and documents.
 - H. No later than ten (10) workdays prior to the scheduled arbitration hearing a disclosure conference must be held between the representatives of the Board and the Association at which time all documents, exhibits, evidence, and names of witnesses and the nature of their testimony shall be disclosed. Failure to disclosure prior to the hearing shall result in the exclusion of said evidence, exhibit, or testimony at the arbitration hearing.
 - I. The ruling of the arbitrator shall be binding.
 - J. Arbitrator's expenses and fees shall be paid by the unsuccessful party in the arbitration proceeding. However, the arbitrator shall also have the authority to prorate the arbitration expenses and fees between the parties based upon his/her discretion. If either party unilaterally withdraws from the arbitration, the withdrawing party shall be responsible for all costs.
- 6.0803 If a member fails to initiate the use of this instrument within the prescribed two (2) weeks following the event or condition upon which the problem is based, his/her right to use it is waived. The same will apply if he/she does not adhere to the time limited established between the various levels.
- 6.0804 All the time elements referred to in this instrument are made with the understanding that weekends and holidays shall not be included in the time limitations, unless both parties agree to other time limits which might better serve the circumstances. An exception is made in Level VI in which the time limit of one (1) week is established when requesting a hearing with the Board. This time limit shall include weekends and holidays other than holiday seasons that exceed one (1) week in duration.
- 6.0805 The official records pertaining to problem solving shall be filed in the office of the Board Treasurer.
- 6.0806 If any provision of this document or any application of this document to any member(s) shall be found contrary to law, then said provision or application

shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force.

6.09 RIGHT TO REPRESENTATION

During the term of this negotiated Contract, no member may be represented by any teacher organization or person(s) other than the Reading Education Association in any grievance initiated. The grievant(s) will be entitled to representation at all levels of the grievance procedure by the Association or its agents.

6.10 MISCELLANEOUS

- 6.1001 A grievance may be withdrawn at any level without prejudice or record.
- 6.1002 Forms for filing and appealing grievances will be printed by the Board. Forms will be available in the office of every school, and will be kept in an area accessible to all members without request to administrators.
- 6.1003 Nothing in this Contract will be construed so as to deny the Association or its representatives the right to redress before any appropriate administrative agency or through the courts.
- 6.1004 The Board and the Association will cooperate with each other in the investigation or any grievances.
- 6.1005 No reprisals of any kind will be taken by or against any party of interest, any participant in the grievance procedure, or any members by reason of such participation.
- 6.1006 Records of grievances will be kept confidential.
- 6.1007 When a member with a grievance applies for other employment or is employed outside the district, no records, documents and/or communications relating to said grievance shall be forwarded to or shared with the other employer.
- 6.1008 The Association's representative shall not lose pay or benefits for attending grievance meetings with representatives of the Board scheduled by mutual agreement or by Board representatives.

**READING COMMUNITY CITY SCHOOL DISTRICT
GRIEVANCE FORM - LEVEL II**

GRIEVANT _____ GRIEVANCE # _____

SCHOOL _____

DATE GRIEVANCE OCCURRED: _____

RELIEF SOUGHT: _____

Signature of Grievant Date

Signature of Association President Date

DATE LEVEL II FORM RECEIVED BY PRINCIPAL/SUPERVISOR: _____

DATE OF LEVEL II HEARING: _____

DISPOSITION OF PRINCIPAL/SUPERVISOR: _____

Signature of Principal/Supervisor Date

NOTE: If more space is needed for reporting any of the sections above,
please attach additional sheet(s).

**READING COMMUNITY CITY SCHOOL DISTRICT
GRIEVANCE FORM - LEVEL III**

GRIEVANT _____ GRIEVANCE # _____

SCHOOL _____

POSITION OF GRIEVANT: _____

Signature of Grievant Date

Signature of Association President Date

DATE LEVEL III FORM RECEIVED BY SUPERINTENDENT'S DESIGNEE: _____

DATE OF LEVEL III HEARING: _____

DISPOSITION OF SUPERINTENDENT'S DESIGNEE: _____

Signature of Superintendent's Designee Date

NOTE: If more space is needed for reporting any of the sections above,
please attach additional sheet(s).

**READING COMMUNITY CITY SCHOOL DISTRICT
GRIEVANCE FORM - LEVEL IV**

GRIEVANT _____ GRIEVANCE # _____

SCHOOL _____

POSITION OF GRIEVANT: _____

Signature of Grievant Date

Signature of Association President Date

DATE LEVEL IV FORM RECEIVED BY SUPERINTENDENT: _____

DATE OF LEVEL IV HEARING: _____

DISPOSITION OF SUPERINTENDENT: _____

Signature of Superintendent Date

NOTE: If more space is needed for reporting any of the sections above,
please attach additional sheet(s).

**READING COMMUNITY CITY SCHOOL DISTRICT
GRIEVANCE FORM - LEVEL VI**

GRIEVANT _____ GRIEVANCE # _____

SCHOOL _____

POSITION OF GRIEVANT: _____

Signature of Grievant Date

Signature of Association President Date

DATE LEVEL VI FORM RECEIVED BY SCHOOL BOARD: _____

DATE OF LEVEL VI HEARING: _____

DISPOSITION OF SCHOOL BOARD: _____

Signature of Board President Date

NOTE: If more space is needed for reporting any of the sections above,
please attach additional sheet(s).

ARTICLE VII:
GENERAL PROVISIONS

7.01 SEVERABILITY

7.0101 If any item(s) or provision agreed to herein shall be found contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

7.0102 In the event of any such holding, the parties shall meet within thirty (30) days of such declaration for the purpose of renegotiating the affected section to comply with the finds. Exceptions can be made to renegotiate such item(s) on an earlier date, if mutually agreed by both parties.

7.02 DURATION OF NEGOTIATED CONTRACT

This Contract shall be in effect for a two (2) year period beginning September 1, 2014 and ending August 31, 2016.

7.03 SCOPE OF CONTRACT

7.0301 This written Contract constitutes the entire contract between the parties on all issues presented and considered during the negotiation of this written Contract and replaces and supersedes any and all previously negotiated written or oral contracts, understandings and/or prior practices by and between the Association and the Board.

7.0302 This provision shall not operate to bar future negotiations over any subject(s) or matter(s) which the Board and the Association mutually agree to negotiate.

7.04 SIGNATURE PAGE

This Contract is hereby ratified by the Reading Education Association as of the 3 day of March, 2014 and adopted by the Reading Community City School District Board of Education as of the 19 day of March, 2014.

For the
READING EDUCATION ASSOCIATION

By Beth Werning
By _____

For the
READING COMMUNITY CITY SCHOOL
DISTRICT BOARD OF EDUCATION

By Asia Marie Summers
By Lyle Scott Busch

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the **READING COMMUNITY CITY SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **READING EDUCATION ASSOCIATION** ("Association").

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from September 1, 2014 through August 31, 2016; and

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

WHEREAS, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System ("OTES") during the 2014-2016 school years; and

NOW, THEREFORE, BE IT AGREED up on by the Board and the Association as follows:

1. For the 2014-2016 school years, the Board and the Association agree to implement the OTES in place of the current Collective Bargaining Agreement Evaluation System (Article 5) for all members who meet the definition of "teacher" in ORC 3319.111.
2. Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by the Association and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy. This committee shall be comprised of an equal number of Administrators, appointed by the Superintendent, and members, appointed by the Association President.
3. Prior to making any changes or modifications any of the attached documents (Board Policy, Teacher Evaluation Handbook and Timeline), the Board shall notify the Association President at least two (2) weeks in advance of any contemplated change and convene the Evaluation Policy Consultation committee for the purposes of discussing the changes and collaborating to resolve any conflicts.
4. If consensus is not reached, and the outlying issues materially affect terms and conditions of employment, the Board will have a bargaining obligation over those areas that are in disagreement before implementation. The Association may exercise any and all rights in accordance with the Collective Bargaining Agreement and with ORC 4117.

5. It is the intent of the Board to use the OTES system to improve the performance of teachers. Given the uncertainty regarding the use of the student growth data and the performance measures in employment decisions, for the purposes of reduction in force and recall for the 2014-2016 contract years, all teachers shall be deemed to have comparable evaluations.
6. For the 2014-2016 school years, the decision to non-renew a teacher's regular contract shall not be based on the teacher's student growth measure scores. The member may request that the student growth scores be taken into consideration before recommendation of nonrenewal.
7. Upon Board approval, the District will not utilize the early dismissal/ after work hours inservice procedure in Article 4.20 but will instead schedule full day inservices for professional development purposes.
8. The Board shall maintain the thirty-five (35) minute portion of the current Elementary plan time that is during the student day for the length of this contract provided the state continues to provide "hold harmless" payments at the Fiscal Year 2014 level for Tangible Personal Property taxes.

IN WITNESS WHEREOF, the duly authorized representatives of the **READING COMMUNITY CITY SCHOOL DISTRICT BOARD OF EDUCATION** and the **READING EDUCATION ASSOCIATION** have executed this Memorandum on the dates opposite their signature.

**READING COMMUNITY CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

Date: 8/13/2014

Lyle Scott Lindsey
Superintendent

READING EDUCATION ASSOCIATION

Date: 8/13/2014

Beth Werning
REA President