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Master Agreement

between the

**RITTMAN EXEMPTED VILLAGE
BOARD OF EDUCATION
(Wayne County, Ohio)**

and the

RITTMAN EDUCATION ASSOCIATION

Effective

July 1, 2014 – June 30, 2017



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ARTICLE 1. PROFESSIONAL NEGOTIATIONS PROCEDURES AGREEMENT

It is the purpose of this document to establish the relationship between the Rittman Exempted Village Board of Education and the Rittman Education Association and to set forth orderly procedures for discussion of matters of concern and the consideration and resolution of matters mutually agreed upon.

ARTICLE 2. RECOGNITION

A. RECOGNITION OF THE ASSOCIATION

1. The Rittman Exempted Village Board of Education, hereinafter referred to as the "Board," recognizes the Rittman Education Association, hereinafter referred to as the "Association," affiliated with the Ohio Education Association and the National Education Association, as the exclusive representative of teachers, as defined below, presently employed, or to be employed, without regard to membership or participation in or association with the activities of any teachers organization.
2. A "teacher" shall be defined to include classroom teachers, tutors, librarians, guidance counselors, administrative assistants, computer coordinators, and other certificated/licensed personnel, excluding the Superintendent, principals and other personnel who by nature of assignment require an administrative/supervisory certificate and an administrative contract as defined by Ohio Revised Code (ORC) 3319.01, 3319.02, and 4117.01(F), except as otherwise certified by the State Employment Relations Board (SERB).
3. Tutors' rights and benefits under this Contract are limited as a result of being paid hourly. It has been the practice of the District to move persons employed in hourly positions to salaried positions whenever funds to pay the salaries become available. However, until funds are available, tutors shall continue as hourly employees.

B. MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

Both parties to this Agreement recognize that certificated/licensed personnel have the right to join or not to join any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment, reemployment, assignment or promotion in the Rittman Exempted Village School District. Such organizations may set criteria for membership, but may not exclude anyone from membership on the basis of marital status, race, sex, handicap, creed or national origin.

ARTICLE 3. NEGOTIATING PROCEDURE

A. DIRECTING REQUESTS

Requests for negotiations will be made pursuant to ORC 4117.

B. NEGOTIATING MEETINGS

Negotiations between the Board and the Association shall commence ninety (90) days prior to the expiration of this negotiated agreement or a date mutually agreed on by the Association and the Board. Meetings shall be scheduled with the least interruption of school schedules; however,

Association members on the Negotiation Committee may be released from school duties to attend meetings. Any necessary substitutes will be employed at Board expense. Meetings shall be in executive sessions unless mutually agreed to by both parties. Any expenses incurred in securing suitable meeting sites will be shared equally by both parties, except the Board will pay all costs of meetings held in Board owned, rented or leased facilities. Any meeting site must be agreeable to both parties.

C. REPRESENTATION

The Board and the Superintendent or its designated representative(s) shall meet with designated representative(s) of the Association to negotiate in good faith. Neither the Board nor the Association shall have more than five (5) representatives at the table at any one time.

D. INFORMATION

1. The Board and the Superintendent agree to furnish the Association's Negotiation Committee, upon request and in reasonable time, with information readily available concerning the financial resources of the District.
2. The Association agrees to furnish information readily available on its financial proposals to the Board's Negotiation Team.

E. WHILE NEGOTIATIONS ARE IN PROGRESS

1. News Release

While negotiations are in progress, it is agreed that neither party to this agreement will resort to the use of public media in any effort to affect the outcome of the negotiations. Any release or communication to the public relative to the negotiations must be mutually agreed upon in terms of content prior to its release. While negotiations are in progress, it is recognized that both parties will be free to make periodic progress reports to the Board and the Association respectively. The above item is intended to prevent detrimental publicity which could undermine the good faith principle inherent in this Document.

2. Recesses

The chairman of either group may recess his/her group for independent caucus at any time. Caucuses shall be of a reasonable length. Thirty (30) minutes would be considered reasonable. Each side may ask for additional time if needed.

3. Protocol

No action to coerce, to censor, or to penalize any negotiation participant shall be made or implied by any other member.

4. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and signed by each party. Such signing shall not be construed as final agreement.

5. Schedule of Meetings

Until all negotiating meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

F. AGREEMENT

1. When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association and the Board. Following ratification by the Association, the Board, at its next regular or special meeting, shall act upon said agreement. The agreement, when ratified, shall then be signed by the parties and shall become part of the official Board records. When necessary, the provisions shall be reflected in individual contractual terms. No provision of the resulting agreement shall discriminate against any bargaining unit member regardless of membership or non-membership in the Association. After being ratified and adopted, this agreement shall be binding on the Association and the Board.
2. The Board and the Association shall voluntarily waive the right to reopen negotiations during the life of the agreement, except at those times and on those items specifically provided for in the agreement.
3. The Contract will be printed within thirty (30) days after the Agreement has been signed. Sufficient quantities for the staff, the Administration, and the Board will be printed. The Board will assume fifty percent (50%) of the cost of this undertaking, with the Association assuming the remaining fifty percent (50%) of the costs. The Board agrees that costs for the printing of the contract will be determined in advance. Additional copies may be obtained at the expense of the ordering party.

G. DISAGREEMENT

1. Responsibilities

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

2. Impasse

In the event the parties are unable to reach agreement thirty (30) days prior to the expiration of this contract, either party may request the assistance of a Federal Mediator from the Federal Mediation and Conciliation Services. This mediation procedure is intended to be the parties mutually agreed upon alternative dispute resolution procedure and shall only supersede the mediation/fact-finding procedure set forth in ORC 4117.14. The thirty (30) day time period may be modified by mutual agreement.

H. PROVISIONS CONTRARY TO LAW

If any provision(s) of this document or any application of the document to any certificated/licensed person or persons shall be found contrary to law, then such provision(s) or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE 4. SALARY SCHEDULES AND LONGEVITY STEPS

A. SALARY INDEX

| <u>YEARS</u> | <u>BACH</u> | <u>BA+20</u> | <u>MAST</u> | <u>MA+20</u> | <u>MA+30</u> |
|--------------|-------------|--------------|-------------|--------------|--------------|
| STEP 0 | 1.000 | 1.050 | 1.100 | 1.145 | 1.185 |
| STEP 1 | 1.040 | 1.090 | 1.150 | 1.195 | 1.235 |
| STEP 2 | 1.080 | 1.130 | 1.200 | 1.245 | 1.285 |
| STEP 3 | 1.120 | 1.170 | 1.250 | 1.295 | 1.335 |
| STEP 4 | 1.160 | 1.210 | 1.300 | 1.345 | 1.385 |
| STEP 5 | 1.240 | 1.290 | 1.350 | 1.395 | 1.435 |
| STEP 6 | 1.280 | 1.330 | 1.400 | 1.445 | 1.485 |
| STEP 7 | 1.320 | 1.370 | 1.450 | 1.495 | 1.535 |
| STEP 8 | 1.360 | 1.410 | 1.500 | 1.545 | 1.585 |
| STEP 9 | 1.400 | 1.450 | 1.550 | 1.595 | 1.635 |
| STEP 10 | 1.440 | 1.490 | 1.600 | 1.645 | 1.685 |
| STEP 11 | 1.480 | 1.530 | 1.650 | 1.695 | 1.735 |
| STEP 12 | 1.480 | 1.530 | 1.700 | 1.745 | 1.825 |
| STEP 15 | 1.520 | 1.570 | 1.745 | 1.790 | 1.850 |
| STEP 18 | 1.560 | 1.610 | 1.790 | 1.835 | 1.875 |
| STEP 21 | 1.600 | 1.650 | 1.840 | 1.885 | 1.925 |
| STEP 24 | 1.640 | 1.690 | 1.890 | 1.935 | 1.975 |
| STEP 27 | 1.680 | 1.730 | 1.940 | 1.985 | 2.025 |

- NOTE:
- 1) Hours required for BA +20 and MA +20 must be earned following confirmation of the appropriate degree.
 - 2) For purpose of this Section, thirty (30) semester hours equals forty-five (45) quarter hours and twenty (20) semester hours equals thirty (30) quarter hours.

B. RITTMAN SALARY SCHEDULE

SALARY SCHEDULE 2014-2015 – 1% with add on

| Amount | Step | BA | BA+20 | MA | MA+20 | MA+30 |
|--------|------|--------|--------|--------|--------|--------|
| | 0 | 32,023 | 33,624 | 35,225 | 36,666 | 37,947 |
| | 1 | 33,304 | 34,905 | 36,826 | 38,267 | 39,548 |
| | 2 | 34,585 | 36,186 | 38,428 | 39,869 | 41,150 |
| | 3 | 35,866 | 37,467 | 40,029 | 41,470 | 42,751 |
| | 4 | 37,147 | 38,748 | 41,630 | 43,071 | 44,352 |
| | 5 | 39,709 | 41,310 | 43,231 | 44,672 | 45,953 |
| | 6 | 40,989 | 42,591 | 44,832 | 46,273 | 47,554 |
| | 7 | 42,270 | 43,872 | 46,433 | 47,874 | 49,155 |
| | 8 | 43,551 | 45,152 | 48,035 | 49,476 | 50,756 |
| | 9 | 44,832 | 46,433 | 49,636 | 51,077 | 52,358 |
| | 10 | 46,113 | 47,714 | 51,237 | 52,678 | 53,959 |
| | 11 | 47,394 | 48,995 | 52,838 | 54,279 | 55,560 |
| | 12 | 47,394 | 48,995 | 54,439 | 55,880 | 58,442 |
| +\$275 | 13 | 47,669 | 49,270 | 54,714 | 56,155 | 58,717 |
| +\$500 | 14 | 48,169 | 49,770 | 55,214 | 56,655 | 59,217 |
| | 15 | 48,675 | 50,276 | 55,880 | 57,321 | 59,243 |
| +\$275 | 16 | 48,950 | 50,551 | 56,155 | 57,596 | 59,518 |
| +\$500 | 17 | 49,450 | 51,051 | 56,655 | 58,096 | 60,018 |
| | 18 | 49,956 | 51,557 | 57,321 | 58,762 | 60,043 |
| +\$275 | 19 | 50,231 | 51,832 | 57,596 | 59,037 | 60,318 |
| +\$550 | 20 | 50,781 | 52,382 | 58,146 | 59,587 | 60,868 |
| | 21 | 51,237 | 52,838 | 58,922 | 60,363 | 61,644 |
| +\$275 | 22 | 51,512 | 53,113 | 59,197 | 60,638 | 61,919 |
| +\$550 | 23 | 52,062 | 53,663 | 59,747 | 61,188 | 62,469 |
| | 24 | 52,518 | 54,119 | 60,523 | 61,965 | 63,245 |
| +\$275 | 25 | 52,793 | 54,394 | 60,798 | 62,240 | 63,520 |
| +\$550 | 26 | 53,343 | 54,944 | 61,348 | 62,790 | 64,070 |
| | 27 | 53,799 | 55,400 | 62,125 | 63,566 | 64,847 |
| +\$275 | 28 | 54,074 | 55,675 | 62,400 | 63,841 | 65,122 |
| +\$275 | 29 | 54,349 | 55,950 | 62,675 | 64,116 | 65,397 |
| +\$550 | 30 | 54,899 | 56,500 | 63,225 | 64,666 | 65,947 |
| | 31 | 54,899 | 56,500 | 63,225 | 64,666 | 65,947 |
| | 32 | 54,899 | 56,500 | 63,225 | 64,666 | 65,947 |
| | 33 | 54,899 | 56,500 | 63,225 | 64,666 | 65,947 |
| | 34 | 54,899 | 56,500 | 63,225 | 64,666 | 65,947 |
| | 35 | 54,899 | 56,500 | 63,225 | 64,666 | 65,947 |

SALARY SCHEDULE 2015-2016 – 1% with add on

| Amount | Step | BA | BA+20 | MA | MA+20 | MA+30 |
|--------|------|--------|--------|--------|--------|--------|
| | 0 | 32,343 | 33,960 | 35,577 | 37,033 | 38,326 |
| | 1 | 33,637 | 35,254 | 37,194 | 38,650 | 39,944 |
| | 2 | 34,930 | 36,548 | 38,812 | 40,267 | 41,561 |
| | 3 | 36,224 | 37,841 | 40,429 | 41,884 | 43,178 |
| | 4 | 37,518 | 39,135 | 42,046 | 43,501 | 44,795 |
| | 5 | 40,105 | 41,722 | 43,663 | 45,118 | 46,412 |
| | 6 | 41,399 | 43,016 | 45,280 | 46,736 | 48,029 |
| | 7 | 42,693 | 44,310 | 46,897 | 48,353 | 49,647 |
| | 8 | 43,986 | 45,604 | 48,515 | 49,970 | 51,264 |
| | 9 | 45,280 | 46,897 | 50,132 | 51,587 | 52,881 |
| | 10 | 46,574 | 48,191 | 51,749 | 53,204 | 54,498 |
| | 11 | 47,868 | 49,485 | 53,366 | 54,821 | 56,115 |
| | 12 | 47,868 | 49,485 | 54,983 | 56,439 | 59,026 |
| +\$275 | 13 | 48,143 | 49,760 | 55,258 | 56,714 | 59,301 |
| +\$500 | 14 | 48,643 | 50,260 | 55,758 | 57,214 | 59,801 |
| | 15 | 49,161 | 50,779 | 56,439 | 57,894 | 59,835 |
| +\$275 | 16 | 49,436 | 51,054 | 56,714 | 58,169 | 60,110 |
| +\$500 | 17 | 49,936 | 51,554 | 57,214 | 58,669 | 60,610 |
| | 18 | 50,455 | 52,072 | 57,894 | 59,349 | 60,643 |
| +\$275 | 19 | 50,730 | 52,347 | 58,169 | 59,624 | 60,918 |
| +\$550 | 20 | 51,280 | 52,897 | 58,719 | 60,174 | 61,468 |
| | 21 | 51,749 | 53,366 | 59,511 | 60,967 | 62,260 |
| +\$275 | 22 | 52,024 | 53,641 | 59,786 | 61,242 | 62,535 |
| +\$550 | 23 | 52,574 | 54,191 | 60,336 | 61,792 | 63,085 |
| | 24 | 53,043 | 54,660 | 61,128 | 62,584 | 63,877 |
| +\$275 | 25 | 53,318 | 54,935 | 61,403 | 62,859 | 64,152 |
| +\$550 | 26 | 53,868 | 55,485 | 61,953 | 63,409 | 64,702 |
| | 27 | 54,336 | 55,953 | 62,745 | 64,201 | 65,495 |
| +\$275 | 28 | 54,611 | 56,228 | 63,020 | 64,476 | 65,770 |
| +\$275 | 29 | 54,886 | 56,503 | 63,295 | 64,751 | 66,045 |
| +\$550 | 30 | 55,436 | 57,053 | 63,845 | 65,301 | 66,595 |
| | 31 | 55,436 | 57,053 | 63,845 | 65,301 | 66,595 |
| | 32 | 55,436 | 57,053 | 63,845 | 65,301 | 66,595 |
| | 33 | 55,436 | 57,053 | 63,845 | 65,301 | 66,595 |
| | 34 | 55,436 | 57,053 | 63,845 | 65,301 | 66,595 |
| | 35 | 55,436 | 57,053 | 63,845 | 65,301 | 66,595 |

Effective July 1, 2016 no change in base unless the following:

If the actual revenue for the fiscal year ending June 30, 2016 on lines 1.035 (Revenues, Unrestricted Grants-in-Aid) and 1.050 (Revenues, Property Tax Allocation) on the 5 Year Financial Forecast exceed \$6,187,620 the base will increase 1% effective July 1, 2016.

SALARY SCHEDULE 2016-2017 – 1% with add on

Amount

| | Ste | BA | BA+20 | MA | MA+20 | MA+30 |
|--------|-----|--------|--------|--------|--------|--------|
| | p | | | | | |
| | 0 | 32,666 | 34,299 | 35,933 | 37,403 | 38,709 |
| | 1 | 33,973 | 35,606 | 37,566 | 39,036 | 40,343 |
| | 2 | 35,279 | 36,913 | 39,199 | 40,669 | 41,976 |
| | 3 | 36,586 | 38,219 | 40,833 | 42,302 | 43,609 |
| | 4 | 37,893 | 39,526 | 42,466 | 43,936 | 45,242 |
| | 5 | 40,506 | 42,139 | 44,099 | 45,569 | 46,876 |
| | 6 | 41,812 | 43,446 | 45,732 | 47,202 | 48,509 |
| | 7 | 43,119 | 44,752 | 47,366 | 48,836 | 50,142 |
| | 8 | 44,426 | 46,059 | 48,999 | 50,469 | 51,776 |
| | 9 | 45,732 | 47,366 | 50,632 | 52,102 | 53,409 |
| | 10 | 47,039 | 48,672 | 52,266 | 53,736 | 55,042 |
| | 11 | 48,346 | 49,979 | 53,899 | 55,369 | 56,676 |
| | 12 | 48,346 | 49,979 | 55,532 | 57,002 | 59,615 |
| +\$275 | 13 | 48,621 | 50,254 | 55,807 | 57,277 | 59,890 |
| +\$500 | 14 | 49,121 | 50,754 | 56,307 | 57,777 | 60,390 |
| | 15 | 49,652 | 51,286 | 57,002 | 58,472 | 60,432 |
| +\$275 | 16 | 49,927 | 51,561 | 57,277 | 58,747 | 60,707 |
| +\$500 | 17 | 50,427 | 52,061 | 57,777 | 59,247 | 61,207 |
| | 18 | 50,959 | 52,592 | 58,472 | 59,942 | 61,249 |
| +\$275 | 19 | 51,234 | 52,867 | 58,747 | 60,217 | 61,524 |
| +\$550 | 20 | 51,784 | 53,417 | 59,297 | 60,767 | 62,074 |
| | 21 | 52,266 | 53,899 | 60,105 | 61,575 | 62,882 |
| +\$275 | 22 | 52,541 | 54,174 | 60,380 | 61,850 | 63,157 |
| +\$550 | 23 | 53,091 | 54,724 | 60,930 | 62,400 | 63,707 |
| | 24 | 53,572 | 55,206 | 61,739 | 63,209 | 64,515 |
| +\$275 | 25 | 53,847 | 55,481 | 62,014 | 63,484 | 64,790 |
| +\$550 | 26 | 54,397 | 56,031 | 62,564 | 64,034 | 65,340 |
| | 27 | 54,879 | 56,512 | 63,372 | 64,842 | 66,149 |
| +\$275 | 28 | 55,154 | 56,787 | 63,647 | 65,117 | 66,424 |
| +\$275 | 29 | 55,429 | 57,062 | 63,922 | 65,392 | 66,699 |
| +\$550 | 30 | 55,979 | 57,612 | 64,472 | 65,942 | 67,249 |
| | 31 | 55,979 | 57,612 | 64,472 | 65,942 | 67,249 |
| | 32 | 55,979 | 57,612 | 64,472 | 65,942 | 67,249 |
| | 33 | 55,979 | 57,612 | 64,472 | 65,942 | 67,249 |
| | 34 | 55,979 | 57,612 | 64,472 | 65,942 | 67,249 |
| | 35 | 55,979 | 57,612 | 64,472 | 65,942 | 67,249 |

ARTICLE 5. INSURANCE

HOSPITALIZATION/MAJOR MEDICAL INSURANCE EFFECTIVE

Employees may not be paid cash in lieu of insurance benefits

Coverage Overview: See Plan Booklet for more detailed coverage information

A. HOSPITALIZATION / MAJOR MEDICAL INSURANCE

1. a. The Board will offer to each full-time employee, a hospitalization/major medical insurance plan with both individual and family coverage as applicable. The Board shall pay eighty-eight percent (88%) for the single and family hospitalization/major medical insurance plan. Premium contributions by bargaining unit members will be paid through payroll deduction.
- b. Insurance plan premium increases shall be passed along to bargaining unit members on their effective dates. Bargaining unit members will receive information concerning insurance plan premium increases when it is made available to the Board by the insurance carrier.

B. DENTAL INSURANCE

1. For each full-time employee, the Board agrees to pay one hundred (100%) percent of the cost of a dental plan.
2. The Board will have final authority to determine the dental coverage carrier.

C. DEFINITION OF FULL-TIME/PART-TIME EMPLOYEE FOR FRINGE BENEFIT ELIGIBILITY DETERMINATION

An employee must be contracted to work at least 35 hours per week to be eligible for insurance benefits. Extra duty assignments are not included. However, any employee who was enrolled in the insurance programs on July 1, 2008 will continue to be covered by paying the percentage as follows: Each salaried contract employee who is scheduled for one-half (1/2) time, but less than thirty-five (35) hours, will be provided the Board paid premiums compatible to the time schedule.

D. ELIGIBILITY FOR HOSPITALIZATION / MAJOR MEDICAL

1. Each employee has the responsibility to accept or reject insurance coverage in writing at the time of employment or eligibility.

If both husband and wife are employed by the Board, either husband or wife, but not both, may choose to be covered as an employee and include his/her spouse as a dependent, along with any eligible dependent children, on a family plan.

E. IRS SECTION 125 PLAN

Tax sheltering of the individual's contribution for health costs may be implemented, under IRS Section 125 if feasible.

STARK COUNTY SCHOOLS COUNCIL

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, and life insurance through the COG, effective July 1, 2010. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009 who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA representative office.

Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG Stark County Office and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for insurance provisions to apply.
7. Well baby care \$1,000

ARTICLE 7. RETIREMENT PAY
[Monetary Award for Past Achievement and Service to School]

- A. Upon retirement from Rittman Schools, the Board will pay to the retiring employee an amount determined by multiplying the employee's final per diem rate times one-fourth (1/4) of the employee's total accumulated Sick Leave not to exceed a maximum of sixty-three (63).
- B. Members must notify District by March 1 if planning to retire. Failure to notify will result in the loss of Five Hundred dollars (\$500.00) in severance pay. The superintendent may at his discretion waive this clause in case of an emergency need to retire after this date.

ARTICLE 8. PAID LEAVES OF ABSENCE

A. SICK LEAVE

- 1. Each certificated/licensed employee will accumulate Sick Leave according to the method prescribed by ORC 3319.141, up to a maximum two hundred fifty-two (252) days.
- 2. The Board will advance five (5) sick days at the beginning of each school year to all new certificated/licensed employees. The accumulated sick days credited to returning certificated/licensed employees who ended the previous year with less than five (5) days accumulation will be increased to five (5) days.
- 3. The Board endorses the use of Sick Leave as prescribed in ORC 3319.141. "Immediate family" is defined as spouse, child, mother, father, brother, sister, grandparents, in-laws bearing the same relationship, grandchildren, and other members of the same household. The use of Sick Leave for a grandchild is limited to five (5) days per year except that the Superintendent may grant additional days.

B. PERSONAL AND SICK LEAVE INCENTIVE

In an attempt to assure a high level of classroom instruction and to recognize the dedication of bargaining unit members, the following Attendance Incentive shall be provided to those who begin the school year with the maximum sick days and who achieve at least a ninety-six percent (96%) attendance level based on the number of teacher workdays in each grading period as set in the school calendar:

| | | |
|--------------------|---|--------------------------------------|
| 1st Grading Period | - | Seventy-Five Dollars (\$75.00) |
| 2nd Grading Period | - | Seventy-Five Dollars (\$75.00) |
| 3rd Grading Period | - | Seventy-Five Dollars (\$75.00) |
| 4th Grading Period | - | One Hundred Fifty Dollars (\$150.00) |

C. PERSONAL LEAVE

- 1. Certificated/licensed employees shall have three (3) days of Personal Leave which are not deductible from Sick Leave. This leave is to be used for the conducting of business that cannot be conducted at any other time. The employee must submit a request in writing to the Principal of his/her building one (1) week in advance, if possible. If this is not possible, the employee must contact the Principal and provide a reason. The request need state no reason except

"personal business," except the leave may not be used two (2) days preceding or following a holiday or vacation period unless justified to and approved by the Superintendent.

2. Personal Leave shall be non-accumulative.
3. Personal Leave may not be used the first two (2) weeks of school or the last two (2) weeks of school, except for extraordinary circumstances, as justified to and approved by the Superintendent.

D. CHANGE OF DUTY LEAVE

Any certificated/licensed bargaining unit member attending and participating in a presentation or representation of the Rittman Exempted School District, which causes the bargaining unit member to be out of the School District, will not be charged to Sick Leave or Personal Leave. Change of Duty Leave must be given prior approval by the Superintendent.

E. ASSAULT LEAVE

1. Assault Leave is provided to cover those situations where a bargaining unit member has been injured as a result of an assault which occurs in the course of supporting the rules and regulations of the school and in maintaining good order and discipline. The physical well being shall be of primary concern and appropriate measures shall be taken to aid those injured.
2. Members shall be granted thirty (30) paid days of leave of absence due to injury resulting from assault by any person when performing his/her official duties. A medical determination of need may be required by the Superintendent.
 - a. A request [see Appendix A] for Assault Leave shall be in writing to the Superintendent setting forth the circumstances of the assault, the nature of the disability, and an estimated date of return to service. The Superintendent will be responsible for approval.
 - b. If granted, the member shall be paid regular compensation for time lost due to an assault. If the absence extends beyond five (5) days, the member may be required to submit to an examination by a Board approved physician, acceptable to the teacher. If the teacher finds the Board's approved physician unacceptable, he/she may select a physician of his/her own choosing provided he/she assumes any additional costs incurred. If the member accepts the Board approved physician, all costs associated with the examination will be paid for by the Board.
 - c. Assault Leave granted under this policy shall not be charged against Sick Leave or leave granted under other leave policies adopted by the Board.
 - d. A person on Assault Leave shall receive full pay and benefits during the period of the Assault Leave. Such payments shall terminate upon resumption of duties.
3. To qualify for Assault Leave, in addition to the items set forth above, the employee must file a claim with the Bureau of Workers' Compensation for all allowable benefits. Any benefits relative to lost wages, if eligible, shall be remitted to the Treasurer's Office upon receipt. Nothing in this policy prohibits the bargaining unit member from electing to use Sick Leave for the disability period.
4. If an employee becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, Assault Leave benefits shall end on the

effective date of his/her retirement. The Board shall support the individual's claim for disability retirement.

F. COMPULSORY LEAVE

Release time shall be granted for required appearances in Court or other tribunal where the teacher is a defendant, witness, or on jury duty. The teacher shall attach to the form the substantiations given by the Court or other tribunal for required attendance. Witness fees and jury duty pay must be forwarded to the Board within ten (10) days of receipt by the teachers.

ARTICLE 9. UNPAID LEAVES OF ABSENCE

A. MATERNITY/PATERNITY/ADOPTION LEAVE

A Maternity/Paternity/Adoption Leave of absence, without pay, shall be granted to any certificated/licensed employee as follows:

1. A certificated/licensed employee who is pregnant shall be entitled upon written request to a leave of absence for one (1) year and for one (1) additional year thereafter upon request. An individual requesting or presently on leave of absence has the obligation of notifying the Superintendent, in writing, of his/her intention to apply for a leave or to return to active service. Application for a leave beginning the first semester must be made by June 1 or by December 1 for leave beginning the second semester. Notice of return must be made by March 1 and for second semester by December 1. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires. All or any portion of a leave taken by an employee because of her pregnancy may, at the employee's option after consultation with her physician, be charged to her available Sick Leave.
2. A male employee will be entitled, upon written request, to a leave of absence without pay between the time of the birth of a child to his wife for one (1) year and one (1) additional year thereafter upon request. Such leave shall be in accordance with Paragraph A1, above.
3. A certificated/licensed employee adopting a child will be entitled upon request for a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave is not to exceed a total of one (1) year and one (1) year thereafter upon request.
4. Any certificated/licensed employee on Maternity/Paternity/Adoption Leave upon written request shall be reinstated to his/her former or like position no later than the beginning of the next semester following the request.
5. All insurance coverage(s) shall be continued for those who are on such leave upon payment of the premium(s) by the employee, if permitted by the carrier. Said premium(s) will be payable to the Treasurer's Office.

B. UNPAID DAILY LEAVE OF ABSENCE

All unexcused absence from work shall be deducted at a daily rate. The daily rate shall be determined by dividing the base contract salary of the individual employee by one hundred eighty-five (185).

C. FAMILY AND MEDICAL LEAVE

1. An eligible employee may take up to twelve (12) workweeks of unpaid leave (“FMLA Leave”) in any school year (August 1 through July 31) for one (1) or more of the following circumstances:
 - (a) The birth of an employee’s child and to care for the child up to age one (1);
 - (b) The placement of a child with an employee for adoption or for foster care up to a twelve (12) month period after the placement;
 - (c) To care for the spouse, child, or parent of an employee when that family member has a serious health condition (Form WH-380F);
 - (d) For a serious health condition of the employee that makes him/her unable to perform the functions of his/her job (Form WH 380E).
 - (e) For qualifying military situations arising when a teacher’s spouse, son, daughter, or parent is on active duty or is called to active duty status (Form WH 384).
2. An eligible bargaining unit member may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter parent, or next of kin of the bargaining unit member. (Form WH-385)
3. A “serious health conditions” is defined as one that involves either inpatient care or one where the period of incapacity:
 - (a) Is more than five (5) consecutive calendar days and involves treatment by a health care provider;
 - (b) Is due to incapacity due to pregnancy or prenatal care;
 - (c) Is a period of incapacity or treatment for such incapacity due to a chronic serious health condition;
 - (d) Is a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
 - (e) Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.

Conditions for which cosmetic treatment are administered are not “serious health conditions” unless complications develop.
4. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the Board are jointly entitled to a combined total twenty-six (26) weeks of FMLA leave if the leave is requested to care for a covered service member.

5. For purposes of this Section, a qualifying military situation arises when a teacher's spouse, son, daughter, or parent is on active duty or called to active duty status (*i.e.*, not on active duty in the Armed Forces) and includes, but is not limited to, the following situations:
 - (a) Attendance at official military-sponsored events,
 - (b) To provide or arrange for alternative childcare or schooling,
 - (c) To make financial or legal arrangements to address the member's absence while on active duty,
 - (d) Counseling,
 - (e) Rest and recuperation, and
 - (f) Post-deployment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform her or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an outpatient status or on a temporary disability retired list.

6. To be eligible for FMLA Leave, the employee must:
 - (a) Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
 - (b) Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave; and
 - (c) Provide the Board with thirty (30) days' advance notice when the need is foreseeable and such notice is practicable.
7. Sick Leave taken in accordance with Article 9, herein, shall be counted as FMLA Leave if the reasons for taking leave qualify as FMLA reasons.
8. The Board shall notify the teacher of FMLA eligibility within three (3) business days of learning of the need for FMLA leave (Form WH – 381 and WH – 382).
9. The Board will continue the group health plan including hospitalization and major medical, dental, prescription card and life insurance coverage during the family leave. The employee will be responsible for the employee's share of the premium, if any. Payment of the employee's required contribution toward the premium is due the first day of the month.
10. The Board will reinstate the employee to the same position upon return from the Family Medical Leave when the leave originates and terminates within the same school year. If the leave extends beyond the school year, the employee shall be returned to the same or similar position as held before taking leave. In the event that the same or similar position is not

available, the employee shall be assigned to any position for which the employee is qualified. The employee shall accrue seniority during the unpaid FMLA Leave.

11. Other benefits accrued prior to the leave will be maintained.
12. Intermittent Leave and Reduced Leave
 - a. Intermittent Leave is leave taken in separate blocks of time due to a single illness or injury and may include leave of periods as short as those used by the District for Sick Leave and Personal Leave, up to several weeks. Examples include leave taken on an occasional basis for medical appointments or leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy.
 - b. Reduced Leave is a leave that reduces an employee's usual number of working hours per workweek or hours per workday. Reduced Leave is a change in the work schedule for a period of time. The Board reserves the right to transfer the employee to a different position that better accommodates the leave and work duties during the period of Reduced Leave.
 - c. Only the amount of the leave actually taken may be counted toward the twelve (12) weeks of FMLA leave to which an eligible employee is entitled.
 - (1) The employee must make reasonable efforts to schedule treatments to minimize disruptions.
 - (2) The employee must provide reasonable advance notice.
 - d. Unless agreeable to the Board, intermittent leaves and reduced schedules are not available for the birth of a child and to care for the newborn child or placement with the employee of the child for adoption or foster care.
13. If both spouses are employed by the Board, the combined entitlement is limited to twelve (12) weeks when the leave is for the birth of a child, care of a newborn child, or placement with the employee of a child for adoption or foster care. The combined entitlement is not limited to twelve (12) weeks when the leave is for the serious health condition of the employee's parent, a spouse or child, or the serious health condition of the employee.
14. Leaves for the birth of a child, care of a newborn child, placement with the employee of a child for adoption and/or foster care must be concluded within one (1) year of the date of birth or date of placement or adoption, and must be requested thirty (30) days or as soon as possible in advance of the requested start of the leave.
15. As used in this Article, parent(s), son(s), daughter(s) includes biological, step, adopted or foster, and serious health condition includes both mental and physical conditions. The Board may request medical verification and certification of the need to be off, including second and in some cases a third medical opinion. The second and third opinions would be at Board expense.
16. The Board may request periodic assurances regarding the employee's intent to return to work while the employee is on leave and/or certification that the employee can resume duties upon return to work.

17. For unpaid FMLA Leave, the Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the employee to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA Leave. The employee and the Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification.
18. The Board may recover the cost of insurance premiums if the employee does not return to work, unless continued serious health condition, the death of the employee or other circumstances beyond the employee's control, prevent the employee from returning.
19. Each party shall retain all other rights accorded to them by the Family Medical Leave Act.

D. SABBATICAL LEAVE

1. Any bargaining unit member may apply for an educational leave of absence without pay, for any period up to one (1) school year in duration, for the purpose of continuing his/her education through college courses, other schooling, mission work, travel, grants, VISTA, Peace Corps, and other governmental services overseas.
2. Persons wishing to apply for such a leave shall submit a letter/application to the Superintendent outlining the parameters, details, leave dates, including the expected date of return. The Superintendent will review the letter/ application and present the request to the Board for consideration. Seniority in accordance with Article 22 (Layoff Procedure), will not be affected and be considered continuous service.

E. WHILE ON UNPAID LEAVE OF ABSENCE

There shall be no benefits extended to a bargaining unit member when he/she is on an Unpaid Leave of absence. The bargaining unit member may purchase insurance at the group rate, pursuant to the insurance carrier's guidelines. The cost for this coverage is to be paid by the teacher in advance, on a monthly basis, to the Treasurer's Office.

ARTICLE 10. YEAR, DAY, AND PLANNING TIME

A. Certificated/licensed staff contracts will contain the following language and provisions:

1. School Year Length

One hundred eighty-four (184) days

Effective 2013 - 2014 school year will be one hundred eighty-five (185) days

2. Assignments

Contracts will contain assignments as to Elementary or Middle School grades, and to subject areas for the High School.

3. Non-paid Extra-Duty (Co-Curricular) Assignments

Non-paid Extra-Duty (Co-Curricular) Assignments where known at time contract is issued.

4. Length of Workday

The workday shall not exceed seven and one-half (7.5) hours per day and shall not extend more than thirty (30) minutes before and thirty (30) minutes after the student day.

5. Required Meetings

Meetings required of teachers will be noted on the school calendar which will be issued at the beginning of the school year. The calendar will contain the date and time of Parent/Teacher Conference and Open House events. Notification will be given no later than ten (10) days after the beginning of the school year.

- B. The Board shall provide a period of time for input from the Association when developing the school calendar prior to adoption of same.
- C. All teachers shall receive a daily continuous duty-free lunch period of no less than thirty (30) consecutive minutes in length.
- D. All traveling teachers may be assigned non-teaching duties but on a proportional and fair basis.
- E. Arrival and departure times of teachers shall have flexibility to accommodate various teachers' schedules, so long as each teacher works a full-length day. Teachers involved in meetings to discuss student success, such as, but not limited to, TBT, Grade Level Teams, IEP, RTI-Tier 3, RIMP, ETR, student performance review, test data analysis(writing and revisions), posttest reporting, may use flex starting or ending time under this section if these meetings occur before or after the official start or end day. It is the responsibility of the Building Principal to accommodate this scheduling.
- F. There shall be no more than twenty (20) administratively-called faculty meetings per school year.
- G. On each regularly scheduled staff development day two hours of staff development time shall be used for individual teacher work requirements. (This time may be in one (1) hour increments.)

H. CONFERENCE AND PLANNING TIME

1. High School and Middle School

Each teacher shall be provided conference and planning time equal to at least one (1) teaching period within each student day. An effort will be made to not schedule regularly scheduled meetings (held weekly/monthly) during planning/conference time.

2. Elementary

The elementary teacher shall be provided a minimum of two hundred (200) minutes per week for conference and planning time during the student day. Regularly scheduled meetings (held weekly/monthly) will not be scheduled during planning/conference time.

3. The Board may purchase, from the bargaining unit member, an additional instructional period at one-sixth (1/6) of the base salary. Instructional periods for less than one (1) year will be prorated. Bargaining unit members have the right to turn down the offer.
4. The Board will make a good faith effort to not schedule meetings during conference and planning time.

ARTICLE 11. TEACHING CONTRACTS

A. LIMITED CONTRACTS

Teachers shall be issued contracts in the following sequence:

| | | |
|-------------------|----|---|
| One year contract | -- | Upon initial employment |
| One year contract | -- | Upon reemployment for second year |
| One year contract | -- | Upon reemployment for third year |
| Two year contract | -- | All subsequent contracts shall be for two (2) years until such time as the teacher qualifies for a continuing contract. |

B. CONTINUING CONTRACTS

1. Teachers who qualify for continuing contracts shall be considered for a continuing contract as prescribed by law.
2. All teachers who expect to be eligible for continuing contract must file with the Superintendent on or before April 1, either evidence of appropriate certification/licensure or notice of application for appropriate certification/ licensure.

ARTICLE 12. GRIEVANCE PROCEDURE

A. PURPOSE

The Board and the Association recognize that in the interest of fair and consistent administration of this Agreement, it is necessary to have a procedure whereby an employee can be assured of a prompt and impartial hearing on his/her grievance. Such procedures shall be made available to any employee initiating a grievance.

B. DEFINITION OF A GRIEVANCE

A "grievance" is a claim by an employee or group of employees that a specific provision of the negotiated contract has been misinterpreted, violated, or misapplied.

C. DEFINITION OF TERMS

1. The term "grievant" or "aggrieved" shall include all certificated/licensed employees.

2. "Days," as used in this procedure, shall be scheduled workdays.
3. "Representation" or "Representatives" shall be any legal counsel or other person of the aggrieved's choosing.

D. RIGHTS OF THE GRIEVANT

1. A grievant shall appear on his/her own behalf and may be represented at any and all steps of the Grievance Procedure, except the informal step, by any legal counsel or other person of the aggrieved's choosing.
2. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal.
3. Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any government agency, regulatory body, or Court of law with jurisdiction to this School District after this procedure has been used to its fullest.
4. If a grievance appears to arise from the actions of an authority higher than the immediate supervisor, it may be submitted at Step 2 of the Grievance Procedure.
5. Any grievance not settled at an informal level shall be reduced to writing and shall state such relief sought.
6. Any grievance may be dealt with by the grievant seeking redress with the immediate supervisor; however, this informal procedure does not preclude the filing of any grievance at any appropriate formal level.
7. The grievant shall not be placed in jeopardy or be subject to reprisal or discrimination for having followed or utilized the Grievance Procedure.
8. Time limits specified herein are considered maximum and should not be extended without communicating the need to extend the time and the reasons thereof to the grievant.

E. PROCEDURE

1. Informal Step

If a grievant believes that there is a basis for a grievance, the grievant shall first discuss the matter with his/her immediate supervisor, within twenty (20) days after the employee knows the existence of the problem, in an effort to resolve the problem informally. It is the responsibility of the grievant to clearly let the supervisor know he/she is initiating an "informal step" of the Grievance Procedure.

2. Step 1

If the grievance is not resolved within five (5) days of such informal meeting, the aggrieved may present a formal claim to his/her immediate supervisor by submitting a completed Grievance Report Form. This form is to be filed within twenty (20) days of the unresolved informal step. Within five (5) days of receipt of the grievance, the immediate supervisor shall meet with the aggrieved and the aggrieved's representative(s), if elected by the aggrieved, in an

effort to resolve the matter. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the report form and returning it to the aggrieved.

3. Step 2

- a. If the aggrieved is not satisfied with the disposition of the grievance in Step 1, the grievant shall complete the Grievance Report Form, Step 2, and submit the grievance to the Superintendent. If the grievant elects to bypass D4 (Rights of the Grievant), the form must be filed within twenty (20) days of the unresolved informal step.
- b. Within five (5) days of the receipt the Superintendent and/or designated representative shall meet with the grievant and his/her representative, if elected by the aggrieved, to resolve this matter. Within five (5) days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing his/her portion of Step 2 and forwarding it to the aggrieved.

4. Step 3

If the aggrieved, with concurrence of the Association, or as an individual, is not satisfied with the disposition of the grievance at Step 2, he/she may within ten (10) days submit the grievance to arbitration by the American Arbitration Association whose voluntary rules and regulations shall likewise govern the proceedings. Either party shall have the right to request additional lists. The arbitrator shall be selected by the alternate strike method. The arbitrator may not add to, alter, or delete from the terms of the negotiated contract. The arbitrator shall have all power to render a recommendation which shall be binding to both parties. The cost of the services of the arbitrator will be borne equally by the Board and the Association.

5. It is anticipated that the majority of problems will be resolved at the Informal Step or Step 1 of the procedure. Only major and significant problems will be referred to Step 2 and above.

- a. Conferences required by this procedure will be scheduled at such times as will cause least disruption to the operation of the schools.
- b. Forms: See Appendix B.

ARTICLE 13. PARENTAL COMPLAINTS

- A. The Board and the Association agree that complaints against employees are matters to be dealt with between the employee and the Administration. Therefore, any complaint received by an individual Board member toward a bargaining unit member shall be referred to the Superintendent.
- B. If, in the opinion of the Superintendent, the complaint is substantial, the Superintendent shall inform the employee's administrator of the complaint.
- C. At the option of the bargaining unit member, but within a reasonable length of time, one (1) of the following shall apply:
 1. The bargaining unit member shall have an opportunity to resolve the complaint individually with the complainant.

2. The bargaining unit member, with the assistance and presence of the appropriate administrator, shall have a conference with the complainant for the purpose of resolving the problem.
- D. Should the complaining party still not be satisfied, a formal meeting will be held between the complainant, bargaining unit member, and Superintendent.
 - E. Parental complaints will not be placed in a bargaining unit member's personnel file. When necessary, the building principal may conduct an investigation into a parental complaint. Such investigation may result in a letter of explanation or reprimand for the bargaining unit member, and a copy of such letter may be placed in the bargaining unit member's file.
 - F. Anonymous complaints will not be used.
 - G. Successfully resolved complaints shall not be reduced to writing.
 - H. A bargaining unit member may be accompanied by an Association representative if he/she so chooses.

ARTICLE 14. RESIDENT EDUCATOR PROGRAM

A. PURPOSE

The purpose of the Resident Educator Program is to provide a formal program of support, including mentoring, to foster professional growth of the Resident Educator. The program is designed to enhance the teacher's skills and keep the teacher in the District. The Ohio Department of Education shall not replace the negotiated employee evaluation system. The Resident Educator Program is required to be successfully completed by the Ohio Department of Education (ODE) prior to the issuance of a professional license to a teacher. (Additional details related to the program are contained in Appendix C.)

B. DEFINITIONS

1. Resident Educator Program

A program of support provided by the Board, pursuant to the rules adopted by the Ohio Department of Education, to meet the unique needs of a Resident Educator who holds a Resident Educator license. The Resident Educator Program shall be up to four (4) academic years in length. When a Resident Educator is employed after the beginning of the school year, the Resident Educator Program shall be a minimum of one hundred twenty (120) school days plus the remaining three (3) academic years required by ODE.

2. Mentor

A Mentor is a teacher assigned to provide professional support to a Resident Educator in conjunction with the Resident Educator Program.

3. Resident Educator Teacher

A Resident Educator Teacher is a new teacher in his/her first four years of employment who holds a Resident Educator License and is required to complete the ODE Resident Educator Program.

C. COMMITTEE

1. The Committee shall be comprised of five (5) members, with three (3) appointed by the REA Executive Committee and two (2) appointed by the Superintendent by May 1 of each school year.
2. A meeting may be conducted if a majority [three-fifths (3/5ths)] of the members are present. The Committee shall act by a majority vote of the members present at the meeting.
3. Committee members shall meet annually to assign mentor/mentees. Release time may be provided to attend committee meeting as needed;
4. The Committee shall select the teachers who will act as Mentor Teachers.

D. MENTORS

1. Qualifications

The applicant must hold a valid teaching certificate/license and have a minimum of four (4) years of teaching experience and one (1) years in the District.

2. Training

Mentor Teachers shall be provided with an orientation to mentoring responsibilities and ODE training in knowledge and skills necessary to perform mentoring responsibilities. The District will pay all training fees and expenses for mentors.

3. Responsibilities

- a. The Mentor Teacher, in concert with the Resident Educator shall develop a program of professional support for the Resident Educator consistent with the ODE's requirements.
- b. The mentor does not have a formal evaluative role. The mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

4. Release Time

Each Mentor Teacher shall be granted release time not to exceed three (3) days per year for direct mentoring activities, which may be used in quarter (1/4) day increments. Said release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the Superintendent.

5. Stipend

Each Mentor Teacher assigned a First-Year Resident Educator who is required to complete the ODE Resident Educator Program shall be paid a stipend of One Thousand Dollars (\$1,000).

6. **Continuing Mentor Assignments**

Each Mentor Teacher assigned a Resident Educator in their second, third or fourth year of the ODE Resident Educator Program shall be paid a stipend of Eight-Hundred Fifty Dollars (\$850) in the second year, Five Hundred (\$500) in the third year and Two-Hundred (\$200) in the fourth year.

E. **LEAD MENTORS**

1. Qualifications

A District Lead Mentor should:

- a. have at least five (5) years of teaching experience in the School District;
- b. have served successfully as a Mentor Teacher in the District
- c. have observation experience under previous lead mentor if possible.

2. Selections

The District Lead Mentor will be appointed by the Mentoring Committee.

3. Responsibilities

- a. The Lead Mentor will ensure that Resident Educator requirements are met.
- b. The Lead Mentor will facilitate the support provided to Resident Educators and Mentor Teachers.
- c. Lead Mentor(s) shall not participate in the evaluation of any Resident Educator and will not be requested or directed to make any recommendation regarding the continued employment of the teacher.

4. Release Time

The Lead Mentor will be provided release time not to exceed three (3) days per year to perform Lead Mentor duties. Additional release days may be granted at the Superintendent's discretion.

5. **Lead Mentor will be paid a stipend of three thousand Dollars (\$3,000).**

F. **RESIDENT EDUCATORS AND TEACHERS NEW TO THE DISTRICT:**

1. Each Resident Educator required to fulfill requirements as set forth by ODE shall be provided with resources necessary to complete the program.
2. The Resident Educator shall be provided release time, not to exceed three (3) days per year, for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be coordinated by the Superintendent/designee.

3. The Resident Educator is not required to do an IPDP nor to utilize the LPDC process.
4. An effort will be made by the administration to assign an equitable workload/schedule to a Resident Educator.

G. PROTECTIONS

1. At any time, either the Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
2. All members of the Committee, Mentor Teachers, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
3. The regular evaluation of the Mentor Teacher shall not be affected in any aspect by the Resident Educator Program or its demands.
4. The Mentor Teacher shall not be held liable for the performance of a Resident Educator or evaluated based on the teacher's performance as a Mentor Teacher.
5. Resident Educators shall be provided all due process provisions allowed by the master agreement or Ohio Revised Code.
6. This Article shall not be subject to the grievance procedure.

H. PROGRAM REVIEW/REVISIONS

1. Committee - Mentor Teachers and Resident Educator Teachers may meet as a group with the resident Educator Teacher Committee prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent/designee **not later than May 15.**
2. Association/Board - Association and Board representatives may meet to discuss the recommendations prior to the next school year.
3. Mentor Teachers - In addition to meeting for program evaluation purposes, Mentor Teachers may meet on a periodic basis for coordination purposes.

I. RECORDS

The Committee shall determine to what extent to keep and retain records of its meetings, decisions, actions and recommendations to the extent permitted by law.

ARTICLE 15. LIABILITY INSURANCE

If a settlement occurs in a negligence claim in which a teacher is named as a party, the settlement of the liability claim shall not be used by the Board or Administration for purposes of any disciplinary action against the employee. This does not preclude the Board from taking whatever action may be appropriate based upon the acts of the employee, which action may be subject to the Grievance Procedure.

ARTICLE 16. TEACHER RIGHTS

A. STUDENT MEDICAL NEEDS/MEDICATIONS

Bargaining unit members shall not be required to administer medication, perform medical or quasi-medical procedures, or provide custodial care services to students. Students shall be referred to proper, designated personnel for this function. In emergency situations, teachers are expected to assist to the best of their ability. The Employer shall indemnify and save harmless from any liability, all bargaining unit members who administer medication, in accordance with Board policy, when they are the voluntary medical designee and/or when an emergency arises.

B. TRAVELING TEACHER

No traveling teacher shall be assigned a new activity in another building less than fifteen (15) minutes after the completion of another activity in another building.

C. INTERNAL SUBSTITUTION

In the event a bargaining unit member is requested to substitute for an absent teacher during planning time or by absorbing students of the absent teacher into the classroom, the internal substituting teacher shall be paid Sixteen Dollars (\$16.00).

D. STUDENT DISCIPLINE

1. State and Federal laws impose numerous restrictions and limitations on student discipline, including suspension, expulsion, and removal.
2. Consistent with State and Federal laws, teachers shall be provided pertinent information about the status of students in their classrooms where such information could aid the teacher in better understanding and working with the individual student.
3. The Board and Administration will provide teachers with needed support in dealing with student discipline, in accordance with the current student discipline plan.
4. Board Policy related to student discipline will be distributed and discussed at a staff meeting each year. Each school will have a written plan in place outlining how student discipline will be handled. The plan will include procedures to be followed when there are discipline problems and the Principal is out of the building. The Administration will draft a written plan to be distributed at the initial staff meeting.
5. Teachers shall have the right to temporarily remove disruptive students from their classrooms. Any teacher sending a student to the Administration shall confer with the Building Administrator or submit a signed copy of the discipline report. Following administrative action taken in accordance with the District Discipline Procedure, the student may be returned to the classroom. If the teacher indicates a desire for a conference with the Administrator (and optimally the student and/or parent), the conference will be scheduled as soon as the parties are available. The referring/sending teacher will be provided information about the status of the referral prior to the student's return to the classroom.
6. Except as otherwise provided by the Individuals With Disabilities Education Act, Section 504, of the Rehabilitation Act, the Americans With Disabilities Act, or other applicable State and

Federal laws and regulations or as otherwise ordered by a Court, a student who physically attacks or makes repeated violent threats to a teacher shall not be returned to that teacher's classroom unless the teacher consents to the student's return.

7. The Building Administrator will provide the teacher with a statement of the administrative disciplinary and/or corrective action taken within one (1) school day of the referral.

E. STUDENT ADVANCEMENT

1. Except in situations in which State law on achievement assessments prohibits, teachers shall normally determine the advancement of a student. At the elementary level, the elementary teacher shall determine whether a student is advanced to the next grade level or retained at the current grade level. At the middle school level, the middle school team shall determine whether a student is advanced or retained. At the high school level, the teacher shall determine whether a student passes or fails the subject taught by the teacher.
2. The Superintendent/designee may override a teacher's determination on a student's advancement provided the Superintendent/designee puts the override in writing. A copy of the override shall be given to the impacted teacher and a copy shall be placed in the student's file.

F. CONTINUOUS IMPROVEMENT/ACADEMIC WATCH/EMERGENCY

The Association shall have the right to appoint members to any committee/team/ panel established to address issues resultant from School District report cards, or addressing continuous improvement planning/implementation.

G. INDIVIDUAL ASSESSMENT TEAM (RTI) MEETINGS

Any teacher who is required to attend an RTI meeting held outside of the school day shall be paid Fifteen Dollars (\$15.00) for each such meeting.

H. GRADE SUBMISSION

Except at the end of the school year, grades shall be submitted on or before noon (12:00 PM) of the second day after the end of the grading period. At the end of the school year, teachers will submit grades on the day after the last student day by 8:00 AM.

I. CREDIT FLEX PROGRAM

Teachers facilitating a Credit Flex Plan will be paid at the current year's Tutor Base Rate for any and all work required to create and complete the plan.

J. NON-RENEWAL PROCEDURE FOR LIMITED CONTRACT TEACHERS

The provisions of ORC 3319.11 shall be followed for non-renewal shall not be subject to the grievance procedure.

K. TERMINATION

The provisions of ORC 3319.16 shall be followed for termination. Termination will not be subject to the grievance procedure.

ARTICLE 17. SUPPLEMENTAL CONTRACTS

A. SCHEDULE

| | <u>Previous Experience In Years</u> | | | |
|---|-------------------------------------|-----|-----|----|
| | 0-1 | 2-3 | 4-5 | 6+ |
| *****ATHLETICS***** | | | | |
| <u>Administration</u> | | | | |
| Athletic Director (b) | 13 | 15 | 16 | 17 |
| Faculty Manager | 10 | 12 | 13 | 14 |
| <u>Varsity Head Coaches</u> | | | | |
| Football (a) | 13 | 15 | 16 | 17 |
| Boys' Basketball | 13 | 15 | 16 | 17 |
| Girls' Basketball | 13 | 15 | 16 | 17 |
| Baseball | 8 | 9 | 10 | 11 |
| Softball | 8 | 9 | 10 | 11 |
| Gymnastics | 8 | 9 | 10 | 11 |
| Boys' Track | 8 | 9 | 10 | 11 |
| Girls' Track | 8 | 9 | 10 | 11 |
| Wrestling | 8 | 9 | 10 | 11 |
| Volleyball (b) | 8 | 9 | 10 | 11 |
| Soccer (b) | 8 | 9 | 10 | 11 |
| Golf | 5 | 6 | 7 | 7 |
| Tennis | 7 | 8 | 9 | 9 |
| <u>High School Assistant Coaches (Junior Varsity)</u> | | | | |
| Football (b) | 8 | 10 | 11 | 12 |
| Boys' Basketball | 8 | 10 | 11 | 12 |
| Girls' Basketball | 8 | 10 | 11 | 12 |
| Baseball | 6 | 7 | 8 | 9 |
| Volleyball (b) | 6 | 7 | 8 | 9 |
| Soccer (b) | 6 | 7 | 8 | 9 |
| Softball | 6 | 7 | 8 | 9 |
| <u>Middle School Coaches</u> | | | | |
| Football (b) | 6 | 7 | 8 | 9 |
| Assistant Football (b) | 5 | 6 | 7 | 8 |
| Boys' Basketball | 5 | 6 | 7 | 8 |
| Girls' Basketball | 5 | 6 | 7 | 8 |
| Boys' Track | 5 | 6 | 7 | 8 |
| Girls' Track | 5 | 6 | 7 | 8 |
| Volleyball | 5 | 6 | 7 | 8 |
| <u>Cheerleaders</u> | | | | |
| High School Advisor | 7 | 7 | 8 | 9 |
| Middle School Advisor | 5 | 5 | 6 | 6 |
| *****MUSIC***** | | | | |
| <u>Instrumental</u> | | | | |
| Band Director (a) | 13 | 15 | 16 | 17 |
| Majorette Advisor | 3 | 4 | 4 | 5 |
| Jazz Band Director | 1 | 2 | 2 | 2 |

*****CLASSROOM-RELATED ACTIVITIES*****

| | <u>Previous Experience In Years</u> | | | |
|---|-------------------------------------|-----|-----|----|
| | 0-1 | 2-3 | 4-5 | 6+ |
| <u>Publications</u> | | | | |
| HS Newspaper Advisor | 5 | 6 | 6 | 6 |
| MS Newspaper Advisor | 2 | 2 | 2 | 2 |
| Yearbook Advisor | 5 | 6 | 6 | 6 |
| <u>Performance</u> | | | | |
| Dramatics/performance | 2 | 2 | 3 | 3 |
| <u>Student Government</u> | | | | |
| HS Student Council | 4 | 4 | 5 | 5 |
| MS Student Council | 3 | 4 | 4 | 4 |
| <u>Services</u> | | | | |
| Junior Class Advisor | 3 | 3 | 3 | 3 |
| NHS Advisor | 1 | 1 | 2 | 2 |
| <u>Academics</u> | | | | |
| Academic Challenge | 2 | 2 | 2 | 2 |
| Power of the Pen | 2 | 2 | 2 | 2 |
| Fair Display Coordinator, K-5 | 1 | 1 | 1 | 1 |
| Fair Display Coordinator, 6-12 | 1 | 1 | 1 | 1 |
| Science Olympiad, High School | 2 | 2 | 2 | 2 |
| Science Olympiad, Middle School | 2 | 2 | 2 | 2 |
| Elementary County Art Show | 1 | 1 | 1 | 1 |
| Secondary County Art Show | 2 | 2 | 2 | 2 |
| Elementary Bldg. Tech Coordinator | 3 | 3 | 3 | 3 |
| Middle and High School Bldg. Tech Coordinator | 3 | 3 | 3 | 3 |

B. ADDITIONAL PROVISIONS

1. The numbers in the salary schedule are whole percents of the BA-0 Step on the salary schedule in Article 4.
2. Footnotes On Extra Pay For Extra Duty Schedule
 - a. Three (3) weeks extended time paid at 1.0% of BA-0 Step for each week.
 - b. Two (2) weeks extended time paid at 1.0% of BA-0 Step for each week.
 - c. One (1) week extended time paid at 1.0% of BA-0 Step for each week.

3. Supplemental Pay Schedule

All supplemental contracts will be paid in a separate check. After the last scheduled activity and the completion of all assigned responsibilities, the coach/advisor shall sign and submit an Extra Duty Pay Form to the Athletic Director/Administrator for approval. The Athletic Director/Administrator will either approve or deny the Extra Duty Pay Form within ten (10) days. The supplemental contract will be paid with the first regularly scheduled pay that is at least five (5) days after receipt in the Treasurer's Office of the Extra Duty Pay Form. An exception will be made for persons with year-long non-coaching contracts, who may elect to have their contracts paid in two (2) pays of one-half (1/2) the contract amount each, by contacting the Treasurer prior to November 1. Persons electing this option will be paid with the first scheduled pay in December and in June or at the end of the duty, whichever is earlier.

- Supplemental contracts will be for one (1) school year only. Supplemental contracts will end with the end of the school year for which they are issued. They will be automatically non-renewed unless they are specifically renewed at the regular April Board meeting of each year.

C. EXTENDED TIME

- The following positions may be granted extended time and paid the number of days of extended time multiplied by the employee's daily rate:

High School Guidance

| | | |
|--|---|------------------|
| Full-time Counselor | - | 15 days |
| Part-time Counselor | - | 3 days |
| Counselor responsible for senior class | - | 1 additional day |
| Middle School/Elementary Guidance | - | 5 days |
| Director of Library/Media Services | - | 6 days |
| School Psychologist | - | 15 days |
| Speech/Hearing Therapist | - | 5 days |
| High School Administrative Assistant | - | 10 days |
| Computer Coordinator | - | 15 days |
| College Academy Instructors | - | 2 days |

- All extended time will be scheduled by the appropriate supervisor.

ARTICLE 18. PAY SCHEDULE

A. NUMBER OF PAYS PER CONTRACT YEAR

- Teachers shall be paid in twenty-four (24) installments for their regular duty. Bargaining unit members' paychecks will be deposited directly into the banks of their choice. Paychecks will be direct-deposited on the seventh (7th) and the twenty-second (22) of each month.
- If a paycheck is due to fall on a bank holiday or Saturday or Sunday, then paychecks will be direct-deposited by noon (12:00 PM) the prior workday.
- Each member will be provided with an electronic paycheck stub.

B. DEDUCTIONS

All mandatory deductions to pay shall be deducted equally from all remaining pays that school year.

C. EMPLOYMENT RETIREMENT CONTRIBUTIONS

- The Board shall designate each employee's mandatory contribution to the State Teachers' Retirement System of Ohio as "picked-up" by the Board as contemplated by the Internal Revenue Service Ruling 77-"2" and 81-36, although they shall continue to be designated as employee contributions as permitted by the Attorney General Opinion 82-097. This will reduce

the amount of employee income reported by the Board as subject to Federal and Ohio income tax by current percentage amount of the employee's contribution which has been designated as "picked-up."

2. The amount to be picked-up/tax deferred on behalf of each employee shall be that set by law of the employee's compensation.
3. The picked-up/tax deferred amount shall apply uniformly to all employees of the bargaining unit.
4. No employee's total salary shall be increased by such "pick-up," nor is the Board's total contribution to the State Teachers' Retirement System of Ohio increased.
5. The "picked-up"/tax deferred amount shall become effective no later than September 15, 1984, and shall apply to all compensation including supplemental earnings thereafter.

ARTICLE 19. PROFESSIONAL DEVELOPMENT PROGRAM

A. The Board shall appropriate funds for each contract year for professional development as follows in the amount of Ten Thousand Dollars (\$10,000). The funds shall be paid to teachers for examinations, courses or workshops offering CEUs or college credit leading to certification/licensure or improvement in the teacher's qualifications for the current position he/she holds. Reimbursement is subject to the following conditions:

1. The teacher shall have taught in the Rittman District for a minimum of three (3) years. Further, the teacher shall teach in Rittman a minimum of one (1) contractual year following completion of the course or he/she must pay back to the Board the amount received for the courses. [Payback is done through payroll deduction, or lump sum deduction from final paycheck.] If a teacher is RIFed they will not have to pay this money back.
2. The college course must be taken in education, the area of present certification/licensure, or any area of certification/licensure permitted by the State Department of Education leading to a new certificate/license. The teacher must first demonstrate that the course fits the above description. Workshops must lead to improvement in the teacher's qualifications for his/her present assignment and must offer CEUs. Approval or rejection will be based upon the aforementioned and/or sufficient money remaining in the fund.
3. Any courses may qualify for reimbursement upon the approval of the Superintendent. Any course where the teacher is receiving any other type of aid will not be reimbursed. Teachers shall submit an application within thirty (30) days of the initial start of the class/course.
4. The teacher shall submit an application for professional development reimbursement within 30 days of the initial start of the class/course and shall submit written proof in the form of an official transcript of completed credit from an institution recognized by the State Department of Education for its accreditation or an itemized receipt for payment and certificate of attendance from the workshop sponsor. The teacher must complete the course with at least a "B" grade or a "pass" if on pass/fail basis. Evidence of successful completion must be submitted at the conclusion of the terms in which the course was taken.
5. The rate of reimbursement will be the actual rate for the quarter hour or semester hour, or Three

Hundred Dollars (\$300.00) per quarter hour, Four-Hundred Fifty (\$450.00) per semester hour, whichever is less. Under no condition will a teacher be reimbursed more than the actual tuition rate. [Maximum reimbursement per fiscal year will be two (2) semester hours or three (3) quarter hours.]

6. The request will be recognized on a first-come/first-serve basis until the maximum allocation has been exhausted. However, no teacher shall have access to monies in this Section two (2) consecutive years in a row, unless monies remain and all other applicants have been paid.
 7. Any monies not used will revert to the General Fund. The distribution of monies will be available during fiscal year July 1 – June 30.
- B.** Any Board/administrative required courses wherein the teacher agrees to take the course shall be totally paid by the Board.
- C.** CEUs shall be acceptable for professional development only, and shall not be used for advancement on the salary schedule.
- D.** Criminal Background Investigation Fees
- The Board will reimburse teachers for 100% of fees for the criminal background check required for new hires and licensure renewal.
- E.** **THIRD GRADE READING GUARANTEE**

Teachers mandated by law and/or District Policy to meet the qualifications for the Third Grade Guarantee may apply for professional development reimbursement subject to 1-7 above. Reimbursement for Third Grade Reading Guarantee requirements will not exceed an annual total of Four Thousand Dollars (\$4,000) collectively.

ARTICLE 20. PROFESSIONAL ASSOCIATION DUES/FEES

- A.** It shall be the duty of the Association to present the Board Treasurer with written authorization for dues from its members, and the Board Treasurer will deduct the amount in equal deductions from each remaining paycheck for that contract year.
- B.** Bargaining unit members who do not elect to become members of the Association, within sixty (60) days following his/her initial day of actual work, shall be required to pay the fair share fee in lieu of Association dues. It shall be the duty of the Association to present the Board Treasurer with a listing of the names of the persons affected and the amount to be deducted. The Board Treasurer shall deduct the appropriate fair share fee as notified by the Association. To the extent permitted by law, the Association agrees to hold the Board and Administration harmless in any suit, claim or proceeding, arising out of or connected with the imposition, determination, or collection of service fees for dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim, or administrative proceeding, including attorney fees and Court costs. For purposes of this paragraph, the term "Board" includes the Board of Education, its members, the Treasurer, the Superintendent, and all members of the administrative staff.
- C.** Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the

year, the payroll deduction shall commence on the first pay date on or after the later of:

1. sixty (60) days employment in a bargaining unit position; or
 2. January 15
- D. The Association represents to the Employer that an internal rebate procedure has been established in accordance with ORC 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each bargaining unit member who does not join the Association, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.
- E. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

ARTICLE 21. ASSIGNMENT/TRANSFER, VACANCY AND PROMOTION

A. ASSIGNMENTS

Each teacher shall be assigned to a specific position for which the teacher is certified/ licensed and notified in writing on or before July 1 of such assignment. Any teacher not so notified shall be reassigned to the same position held the previous school year. The Superintendent may reassign a teacher after notification and consultation.

B. VACANCY

Vacancies in teaching, or supplemental positions shall be via email to staff. The provisions of this subsection shall be deemed complied with if such notice is sent by email to bargaining unit member's. Vacancy notices shall remain open seven (7) calendar days. Any currently employed bargaining unit member shall have the right to apply and be interviewed for such vacancy for which such bargaining unit member is certificated/licensed prior to filling of the vacancy. Any currently employed bargaining unit member who applies for said vacancy shall be considered in accordance with this policy.

C. VACANCY OCCURRING AFTER AUGUST 10

Should a vacancy occur after August 10 of any school year, the superintendent may post and interview said position simultaneously. The superintendent may hire immediately or fill the position with a long-term substitute.

D. VOLUNTARY TRANSFER

1. Regular teachers may request a change in position annually, by completing the Teacher Intention Form distributed by the Superintendent to all bargaining unit members by April 1 of each school year. No position shall be filled until seven (7) calendar days after posting via email.
2. A teacher whose application for a voluntary transfer is rejected shall be advised of the rejection by individual letter from the Administration, with a copy being forwarded to the Association President.

E. INVOLUNTARY TRANSFER

1. An "involuntary transfer" shall mean a change in a teacher's assignment without the teacher's consent. An involuntary transfer shall be effected only after the teacher involved is given written notice as to the reasons for said transfer. The teacher may request, in writing, a meeting with the Superintendent to discuss the merits of the transfer. The teacher may at his/her option have a representative of his/her choice at this meeting. No teacher shall be transferred to a position for which he/she does not hold standard certification/licensure.
2. Prior to a bargaining unit member being involuntarily transferred:
 - a. A meeting between the Superintendent or his/her designee and the bargaining unit member shall be held.
 - b. Changes in teaching assignment from the previous year shall be discussed with the teacher before action is taken.
 - c. Reasons for reassignment shall be shared and discussed with the teacher, with the final decision being made by the Superintendent or his/her designee.

ARTICLE 22. REDUCTION IN STAFF

A. REASON(S)

When by reason of decreased enrollment of pupils (in grade levels or in subject areas), return to duty of regular teachers after leaves of absence, changes in course offerings, suspension of schools or territorial changes affecting the District, financial reasons, or loss of a federally-funded position due to loss of Federal funds, the Board decides that it will be necessary to reduce the number of bargaining unit members, it may make a reasonable reduction.

Not less than twenty (20) days prior to any Board action to suspend contracts pursuant to a reduction in force, the Superintendent will meet with the Association President to discuss the reasons for the proposed reduction.

B. PROCEDURE

1. The Board of Education shall act on all continuing contracts prior to implementation of this procedure.
2. Bargaining unit members shall notify the Superintendent or his/her designee in writing of his/her intent to request leave, retire, return from leave or resign.
3. To the extent that reductions are not achieved through attrition, and circumstances permit, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure required by law. Suspension of contracts shall be recommended by the licensure/certification area and an order shall be based on the following:
 - a. In determining the position(s) to be reduced, eliminated or not filled, the following sequence shall be used:

1. First, limited contract teachers shall be reduced first utilizing the following order:
 - a. Licensure/Certification
 - b. Competency as determined by formal evaluation
 - c. When evaluations are comparable, seniority in the District shall prevail.
 - d. Comparable will be defined as follows by final summative rating:
 1. All teachers defined as "Accomplished," "Skilled" or "Developing" will be deemed comparable to one another;
 2. All teachers defined as "Ineffective" will be deemed comparable to one another.
2. Second, continuing contract teachers shall be reduced utilizing the following order:
 - a. Licensure/Certification
 - b. Competency as determined by formal evaluation
 - c. When evaluations are comparable, seniority in the District shall prevail.
 - d. Comparable will be defined as follows by the final Summative Rating:
 1. All teachers defined as "Accomplished", "Skilled" or "Developing" will be deemed comparable to one another;
 2. All teachers defined as "Ineffective" will be deemed comparable to one another.
- b. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee would receive under the contract.
- c. A non-classroom teacher's summative rating is based solely on their overall performance rating.
4. "Seniority" will be defined as the length of continuous service as a certificated/licensed employee under regular full-time contract in this District. Exceptions to preferences for retention based on seniority may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment. Updated seniority lists shall be provided to the REA president by November 15th of each year. The REA president will return the list with any corrections by December 15. Seniority shall be determined by placing all teachers on seniority lists within their area or areas of certification/licensure

giving preference, within each area of certification/licensure, first to teachers on continuing contracts, then to professionally or permanently certificated/licensed teachers or provisionally certified/licensed teachers on limited contracts, and finally to limited contract teachers with temporary or one-year vocational certification.

5. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
 - a. the date of the Board meeting at which the teacher was hired; and then by
 - b. the date the teacher signed his/her initial employment contract in the District; and then by
 - c. the date of the application, if it can be determined; and then by
 - d. any remaining ties will be broken by lot.
6. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
7. Layoff shall occur by suspension of contract. Nonrenewal shall not be used to effectuate a reduction in force.
8. Using the criteria in this provision, the District will establish the order which members' contracts are suspended and will recall members in reverse order.

C. NOTICE

The Board shall notify every affected teacher and the Association President of those teachers being released, and provide a copy of the Layoff Procedures seniority list at least ten (10) calendar days prior to formal Board action to implement the Layoff. As each person is reinstated, the Board shall notify the Association President.

D. RECALL

1. The names of teachers whose limited contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Teachers on the recall list will have the following rights.
2. If a vacancy occurs, the Board will send an announcement by certified mail to the last known address of each teacher on the recall list who is qualified according to these provisions.

If a teacher on a recall list accepts full-time employment with another school district in a position requiring a certificate/license, and has determined not to return to the Rittman Exempted Village Schools, the teacher shall so notify the Superintendent immediately and will be removed from the recall list.

3. Teachers on the recall list will be recalled in reverse order of layoff for vacancies in areas for which they are certificated/licensed.

4. It is the teacher's responsibility to keep the Board informed of his/her current address. Each teacher is required to respond by certified mail to the District Office as to whether or not the position will be accepted. The most senior of those responding will be given the vacant position. Any teacher who fails to respond or who declines to accept the position within ten (10) calendar days will forfeit all recall rights.
5. Any bargaining unit member who gains additional certifications/licenses while on the recall list will be credited at the time of submission to the Superintendent.
6. Teachers returning to employment after a RIS shall resume their previous contract status, seniority, salary, and existing fringe benefits.
7. If a position initially abolished is reinstated or if a new position(s) is established, an attempt will first be made to fill the vacancy from teachers on the recall list prior to filling such vacancy.
8. Consistent with COBRA and where group insurance policies permit, a teacher whose contract has been suspended may continue to participate in those benefits which are provided to those teachers in active employment provided that the teacher pays the total premium to the Board Treasurer one (1) week prior to the date the Board normally pays the premiums to the company.
9. This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

E. BUMPING

1. A bargaining unit member(s) whose position(s) are RISed shall have the right to bump the least senior person with a comparable or lesser rated evaluation in an area for which they hold a certificate/license. If the bumping employee has more than one area of certification/licensure, the employee to be displaced will be the employee with the least district seniority in any of the bumping employee's areas of certification/licensure with a comparable or lesser rated evaluation. The bargaining unit member being bumped may in turn bump another bargaining unit member using the same criteria until all bumping is completed. The actual change in teaching assignments will be accomplished through assignment and/or transfer by the Superintendent.
2. Written notice of intent to exercise bumping rights must be given to the Superintendent in writing, with a copy to the Association president, within five (5) days of receipt of the written notice of intent to RIS notification. Within five (5) days of receipt of written notice of intent to exercise bumping rights, the Superintendent will provide notification in writing to the displaced employee, using the same criteria until all bumping is completed, and send a copy to the Association president. All written notifications will be sent the same day using electronic mail.

ARTICLE 23. EVALUATION

A. PURPOSES

1. To support informing instruction with data from formative and summative assessments.
2. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in Rittman Exempted Village School District.
3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
4. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
5. To assist the administration in utilizing appropriate data to guide identification and development of meaningful professional development opportunities for teachers.
6. To promote and foster professional and collaborative dialogue between teachers and Credentialed Evaluators.

B. EVALUATION PARAMETERS

1. The board shall provide training on the teacher evaluation procedure for all credentialed evaluators and all teachers prior to the implementation of the evaluation procedure.
2. The board shall provide training on the teacher evaluation procedure, including recalibration of evaluation ratings annually and said training shall address the evaluation Standards for Ohio Educators and rubrics, tools, processes, and methodology, including the use of student growth data.
3. Teacher evaluation will take place only when normal instruction is expected to take place.
4. Formal observations will take place on a mutually agreed upon date. In case of unforeseen circumstances either party may revisit the agreed upon observation date.
5. The primary purpose of the evaluation procedure is to be used as a means for improving instruction.

C. DEFINITIONS

1. **Credentialed Evaluator:** A person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment. Bargaining unit members shall not serve as a credentialed evaluator.
2. **Evaluation Cycle:** The evaluation cycle occurs during each school year for each teacher as set forth in Board policy.
3. **Evaluation Framework:** The standards-based state framework for evaluation of teachers

developed by the Ohio Department of Education (“ODE”) in accordance with Ohio Revised Code §3319.112, for evaluation of teachers under Ohio Revised Code §3319.111 and §3319.112.

4. **Evaluation Procedure:** The procedure used to conduct teacher evaluations, which includes informal observations (“classroom walkthroughs”) and formal observations to assess teacher performance and value-added, vendor assessment, student learning objectives, and/or shared attribution to measure student growth.
5. **Evaluation Rating (aka Effectiveness Rating):** The evaluation rating is assigned at the conclusion of the evaluation cycle when the Teacher Performance Rating (50% of the evaluation rating) is combined with the results of Student Growth Measures (50% of the evaluation rating). Evaluation ratings are: Accomplished, Skilled, Developing and Ineffective. In the event the Ohio legislature modifies these percentages, the Union and Board may mutually agree to negotiate on the limited issue of whether the percentages should also be modified in this Article.
6. **Improvement Plan:** A written Improvement Plan will be developed in the circumstances when a teacher makes below expected academic growth with his/her students and/or receives an overall ineffective rating or an ineffective rating on any of the components of the OTES Rubric. The purpose of an Improvement Plan is to identify specific performance deficiencies and foster growth through professional development and targeted support.
7. **Locally-Determined Measures:** This term refers to Student Learning Objectives (“SLO”) or Shared Attribution.
8. **ODE-Approved Assessments (aka Approved-Vendor Assessment):** Student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level which may include nationally named standardized assessments, industry certification exams, or end of course examinations for grade level and subjects for which the Value-Added measure does not apply.
9. **OTES:** This acronym refers to the Ohio Teacher Evaluation System, which was adopted by the Ohio State Board of Education as a result of the Ohio legislature passing a new state-wide teacher evaluation system under sections 3319.111 and 3319.112 of the Ohio Revised Code.
10. **OTES Rubric:** The OTES Rubric approved by the Ohio Department of Education, which is found in the Ohio Teacher Evaluation System Handbook (“OTES” Handbook) to the Standards-Based Teacher Evaluation Board Policy.
11. **Performance Deficiency:** A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the OTES Rubric.
12. **Poorly Performing Teachers:** Refers to teachers identified through the Evaluation Procedure who demonstrate an inability and/or unwillingness to meet the reasonable expectations of OTES.
13. **Shared Attribution:** Shared Attribution refers to Student Growth Measures attributable to a “group.” Groups can include: grade level, department level, building level, or district level.

14. **Student Growth Measures (“SGM”):** Student growth is the change in student achievement for an individual student between two or more points in time. A Student Growth Measure is a tool or assessment used to measure student growth and includes some combination of the following: 1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-Determined Measures (i.e. Student Learning Objectives or Shared Attribution). The SGM used for a teacher depends on the teacher category within which he or she falls. For the 2013-2014 school year, SGM will be based on previous school year’s data for value-added, including for Shared Attribution which will be used for local measures. In future years, the Joint Evaluation Development Committee (“JEDC” – See Section 7, Article E, Section 3) will review and/or make a recommendation(s) regarding SGMs and the student data to be used (“SGM student data”) as set forth in Article E Section 3.
15. **Student Learning Objectives:** A measurable academic growth target that a teacher sets for students or for subgroups of students to be achieved by the student’s mastery of a learning objective over an established interval. Assessment of student mastery shall be based on baseline data gathered when the SLO is established.
16. **Teacher Categories:** For purposes of SGM, the following teacher categories exist:
17. “A1” – A1 teachers are those who instruct Value-Added courses/subjects exclusively.
18. “A2” – A2 teachers are those who instruct Value-Added courses/subjects but not exclusively.
19. “B” – B teachers are those with Approved-Vendor Assessment data available.
20. “C” – C teachers are those with no Teacher-Level Value-Added or Approved-Vendor Assessment data available.
21. **Teacher Performance Rating:** The assessment of a teacher’s performance that results in a performance rating and is based on formal observations (including but not limited to materials and other instructional artifacts) and periodic classroom walkthroughs. Teacher performance results are reported using a 1-4 rating structure with “1” indicating lowest performance to “4” indicating highest performance. Teacher performance ratings are based on the teacher’s current school year performance.
22. **Teacher of Record:** This is the teacher who is responsible for assigning the student a grade so long as (a) the teacher has proper credentials to teach the particular subject/grade level for which she/he has been designated “teacher of record;” and (b) the teacher is responsible for a minimum of fifty percent (50%) of a student’s scheduled instructional time within a given subject or course. For purposes of Student Growth Measures, “teacher of record” is identified using the provisions of Article E, Section 2.
23. **Teacher Student Data Linkage (TSDL):** The process of connecting the “teacher of record” to a student and/or defined group of students’ achievement scores for the purpose of attributing student growth to the teacher of record.
24. **Value-Added:** Refers to the EVAAS value-added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores based on state issued standardized assessments.

D. EVALUATORS

1. Evaluators will include the Superintendent, Assistant Superintendent, Building Principals, and Assistant Principals who are credentialed via state-sponsored evaluation training and have passed the online credentialing assessment.
2. Each teacher will be notified of his/her Credentialed Evaluator, and the following shall apply:
 - a. A teacher with a final summative rating of accomplished or skilled, the evaluator shall be the teacher's immediate supervisor provided that individual is on the Approved Credentialed Evaluator List. Should the immediate supervisor not be on the Approved Credentialed Evaluator List, the evaluator will be chosen collaboratively between the teacher and his/her immediate supervisor.
 - b. For those teachers with a below expected level of student growth, the Superintendent or his/her designee will assign the evaluator from the Approved Credentialed Evaluator List.
 - c. In the situation where a teacher is assigned to more than one building, the Credentialed Evaluator shall be one and not both of the building administrators, with priority to the building to which the teacher is primarily assigned (i.e. home base).

E. FORMAL EVALUATION

All teachers shall be formally evaluated in accordance with the following provisions:

1. No teacher shall be evaluated more than once annually.
2. All monitoring or observation of teacher work performance shall be conducted openly and with full knowledge of the teacher.
3. Teacher performance shall be assessed based on standards for the teaching profession and criteria set forth in the evaluation instrument, the Ohio Teacher Evaluation System Handbook ("OTES" Handbook).
4. The Credentialed Evaluator shall rely on evidence provided by the teacher, the Formal Observations and the Walkthroughs/Informal Observations to evaluate a teacher's performance.
5. All conclusions of performance assessments must be documented and supported by evidence.
6. The Credentialed Evaluator shall provide the teacher with copies of all written documentation, including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs/informal observations.
7. No teacher shall be required to complete a Self-Assessment Form (e.g. OTES Self-Assessment Form). This tool may be used by teachers as a resource.
8. Video or audio devices shall not be used to record teaching performance for the evaluations, whether by the teacher or by the Credentialed Evaluator. The District will not use

video/audio evidence submitted to ODE by a Resident Educator for their Year 3 and Year 4 requirements as evidence to assess teacher performance (OTES).

9. Formal Classroom Observations

For classroom teachers each formal classroom observation is to be an in-depth observation, which means at least thirty (30) minutes in length. The first observation cycle will include one (1) formal classroom observation and must be completed on or before the last day of the first semester. The second observation cycle will include one (1) formal classroom observation and must be completed on or before April 30. Both observations will be announced. A teacher who is being considered for nonrenewal will have a third formal observation by May 1 which will be announced. The post-observation conference for the third formal observation, if needed, must be completed by May 10. If a remediation plan of improvement is issued to the teacher it will commence in the subsequent school year.

10. A teacher who receives an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation will be evaluated every two years unless his/her contract is up for renewal. Biennial evaluations must be completed by May 1 of the evaluation year, with the teacher receiving a written copy of the evaluation results by May 10 of the evaluation year.

11. Prior to the two announced formal classroom observations, the evaluator and teacher will meet to discuss what the evaluator will observe during the classroom visitation, including:

- Lesson or unit objectives;
- Prior learning experiences of the students;
- Characteristics of learners/learning environment;
- Instructional strategies to meet lesson objectives;
- Student activities/materials;
- Differentiation based on needs of student; and
- Assessment/data collected to demonstrate student learning

12. Prior to the formal observation of non-classroom teachers, the evaluator and non-classroom teacher will meet to discuss what the evaluator will observe.

For non-classroom teachers (defined as bargaining unit members who do not teach students at least 50% of their work day and guidance counselors), the evaluation shall be based upon two (2) observations, and may include walk-throughs and other performance indicators. The first observation cycle will include one (1) formal observation and must be completed on or before the last day of the first semester. The second observation cycle will include one (1) formal observation and must be completed on or before May 1. Both formal observations will be announced.

13. Walkthrough / Informal Observation

a. A walkthrough /informal observation (“walkthrough”) is a formative written assessment by a Credentialed Evaluator focusing on:

- i. evidence of planning;
- ii. lesson delivery;
- iii. differentiation;
- iv. resources;

- v. classroom environment;
 - vi. student engagement;
 - vii. assessment; or
 - viii. any other component of the standards and rubrics approved for teacher evaluation.
- b. The walkthrough may be unannounced, but nothing prohibits informing the teacher of a walkthrough.
 - c. A walkthrough shall be at least five (5) consecutive minutes and no more than fifteen (15) minutes in duration. There shall be no more than six (6) walkthroughs per Teacher Performance Cycle, unless additional are requested by the teacher.
 - d. Within two work days of completing the walkthrough, the evaluator shall provide the teacher a copy of the Walkthrough / Informal Observation Data Form, (“OTES” Handbook). If the teacher requests to meet with the evaluator to review this Form, this meeting will be held before the next walkthrough occurs.
15. There will be a follow-up conference within ten (10) school days after each observation. The post observation conference is intended to provide reflection and feedback on the observed lesson and to identify strategies and resources for the teacher to incorporate into lessons to increase effectiveness.
16. An evaluation summary will be completed on or before May 10. The teacher and the evaluator will sign the observation and evaluation summary forms. A teacher's signature on the observation and evaluation summary forms will not be interpreted to mean that the teacher agrees with the observation or evaluation summary only that he/she has read and discussed it.
17. The teacher shall have the unfettered right to attach any comments regarding the observation or evaluation summary to the written forms. Such comments shall become a part of the written observation or evaluation summary form and shall be placed in the teacher's personnel file. Such observation or evaluation summary form shall also be submitted to the Superintendent to be placed in the personnel file of the teacher.
18. In the event a teacher's absences interfere with the evaluation timelines (e.g. the teacher is on an approved leave and unavailable for purposes of evaluation), the evaluation timelines will be extended for a corresponding period. Upon the teacher's return to work, the teacher will assume the same contract status held at the time the leave began. This Section expressly supersedes any conflicting provisions set forth in ORC 3319.11 and 3319.111.

F. FINALIZATION OF EVALUATION

A final summative rating of teacher effectiveness form found in the Ohio Teacher Evaluation System Handbook will be completed, signed by the evaluator and provided to the teacher in a meeting to be held no later than the tenth day of May. The teacher should sign the final summative rating of teacher effectiveness form to verify notification to him/her that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with its contents. The teacher shall sign the final summative rating of teacher performance upon meeting with the evaluator. The evaluator shall send a copy of the final summative rating of teacher effectiveness form to the Superintendent upon securing the teacher's signature.

Within ten (10) calendar days of receiving the final summative rating of teacher effectiveness form, a teacher has the right to make a written response to the evaluation and to have it attached to the final summative rating of teacher effectiveness form that is placed in the teacher's personnel file.

Each teacher shall have the opportunity to review the teacher performance score and SGM rating in order to ensure accuracy in reporting. If the teacher believes there is an inaccuracy, s/he shall notify the Superintendent or his/her designee on a date designated by the Superintendent each school year.

The Rittman Exempted Village School District will utilize eTPES for reporting compliance with the Standards Based Teacher Evaluation process. The Superintendent shall annually cause to be filed a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

G. EFFECTIVENESS RATINGS

1. Classroom teachers will be assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. This rating will be determined based on 50% teacher performance and 50% percent student growth measures. Student growth measures will be determined through measures required by the Ohio Department of Education based on the teacher's instructional assignment. For example, student growth for a teacher who instructs only value added subjects will be based upon the value added measure. A teacher who instructs value added courses, but not exclusively, will have student growth measured based on value added and local measures (approved vendor assessments and/or student learning objectives) proportionate to the teacher's schedule. Where the teacher does not instruct in any value added subject, student growth will be measured by either approved vendor assessments or student learning objectives or a combination of both.

Non-classroom teachers will receive an effectiveness rating of Accomplished, Skilled, Developing or Ineffective based solely on their overall performance rating.

2. The Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. A student who has forty-five (45) or more unexcused and/ or excused absences for the school year/ or a specific class or a student who misses 22½ days/ same class/es for a one-semester class, will not be included in the determination of student academic growth.
3. The Board will take into consideration any extended leaves of absence of the teacher, whether the teacher was recently transferred to a different position (subject, grade, etc.), student teacher assignments, job sharing arrangements, co-teaching arrangements (i.e. inclusion classrooms), and changes in State mandates on a classroom teacher's evaluation results related to student growth measures.

H. STUDENT GROWTH EVALUATION COMPONENT

1. General Principles
 - a. The Student Growth Measure used for a teacher depends on the teacher category within which he or she falls. See definition of Teacher Categories.

- b. For Category A1 and A2 teachers, each teacher shall have the opportunity to review the students for whom they are identified as teacher of record prior to the District verifying the teacher's data and SGM rating in order to ensure accuracy in reporting. If the teacher believes either the teacher of record designation or the underlying student information is inaccurate, s/he shall notify the Superintendent or his/her designee no later than the last Friday in April, unless another date is denoted by the Superintendent.
- c. For Category A2 teachers, the teacher shall have the opportunity to review the percentage of reading/math the teacher teaches proportionate to his/her individual schedule.
- d. District Student Growth Measurement Index:

| Teacher Category | Value-Added | Vendor Assessment | LEA Measure | | Total |
|------------------|-----------------------------------|-------------------|-----------------------------------|--------------------|-------|
| | | | SLO / Other | Shared Attribution | |
| A1 | 50% | | | 0% | 50% |
| A2 | Up to % proportionate to schedule | | Up to % proportionate to schedule | 0% | 50% |
| B | | 25% | 25% | 0% | 50% |
| C | | | 50% | 0% | 50% |

2. Student Growth Measure Process for Category A2, B and C teachers

- a. Category B teachers will receive information and/or training regarding vendor assessments utilized to identify their Student Growth Measure as that information becomes available to the Board.
- b. These teachers will receive information and training regarding SLO's.
- c. The District will provide SLO training to teachers. By the second Friday in January, the Student Growth Committee will determine for the upcoming school year a timeline for these teachers to develop SLOs (which includes a submission, review, resubmission deadline for the SLO, SLO scoring template and SLO numerical rating notices) and will define the SLO interval of instruction.

Teachers will complete the SLO template and checklist (Appendix J Ohio Teacher Evaluation System Handbook "OTES" Handbook) to construct Student Growth Measures and submit it to the Student Growth Committee no later than the third Monday of September.

Teachers will complete the SLO template and checklist to construct Student Growth Measures for second semester classes and submit it to the Student Growth Committee no later than the third Monday of January.

A teacher whose SLO is rejected by his/her Student Growth Committee shall have ten (10) calendar days to correct and resubmit the SLO.

Each of these teachers shall submit the SLO scoring template with the numerical rating to the appropriate Student Growth Committee by the April 15.

- d. Each of these teachers shall receive notice of the SGM results for vendor assessments and the numerical ratings for the SLO prior to them being reported, as may be statutorily required. If the teacher believes the SGM result is inaccurate, s/he shall notify the Superintendent or his/her designee within ten (10) calendar days of the date of the notice.

3. District Student Growth Committee

COMMITTEE COMPOSITION AND SELECTION

1. There shall be a student growth committee consisting of five (5) members. Three representing those teachers with SLO and two members representing value added. The committee would be representative of Elementary Middle/High School Student Growth.

Stipend:

Chairperson-\$1,200 Committee member \$900

- a. The committee shall:
 - i. Complete its obligations under section H2 Student Growth Measure Process for Category A2, B and C teachers.
 - ii. Review the District Student Growth Measurement Index in section (H) and make a recommendation to the Joint Evaluation Committee (JEC) by the second Monday in May, regarding the percentages and/or default percentages to be utilized for the upcoming school year for Category A1, A2, B and C teachers.
 - iii. By the second Monday of October, the committee shall review all submitted SLOs and notify each teacher whether the submitted SLO was approved or rejected.

The committee, or a designated member(s), shall work with any teacher whose SLO has been rejected to finalize the SLO.

4. Each Student Growth Committee will review and approve the SLO scoring template numerical ratings and forward them to the Superintendent by the May 1 unless another date is denoted by the Superintendent.
5. In regard to SLOs, if a teacher has a large student population that causes data collection to be unnecessarily arduous, that teacher may request his/her Student Growth Committee to review the situation and identify those required courses to be used for his/her SLOs. Should the SLOs still be unnecessarily arduous, then focus should be on those courses with the highest number of student enrollment for the teacher's recommended number of SLOs. All efforts will be made to achieve comparability and consistency among teachers across subjects and grade levels regarding the number of SLOs.

6. The Student Growth Committee will review and/or make a recommendation(s) on the issues of (a) student absence in regard to how absence will affect inclusion of the student for value-added and for SLOs; and/or (b) how to handle the student growth of a teacher on an approved leave of absence; and/or (c) how to handle the student growth of a teacher who has transferred to teaching a different grade level or course of instruction; and/or (d) how to handle assignment of teacher of record, inclusive of assigned percentages, for co-teachers.

I. PROFESSIONAL GROWTH PLANS

1. Classroom teachers meeting above-expected levels of student growth or above must develop professional growth plans.
2. The professional growth plan shall be developed and submitted to their evaluator by September 15. The plan will include
 - Annual Focus;
 - At least one student achievement goal including evidence; and
 - At least one teacher performance goal on the Ohio Standards for the Teaching Profession including evidence.

J. PROFESSIONAL IMPROVEMENT PLANS

1. The credentialed evaluator will develop an improvement plan for classroom teachers meeting below-expected levels of student growth by the last teacher work day.
2. The improvement plan shall be developed will include the following components:
 - Improvement Statement section;
 - Desired Level of Performance section;
 - Specific Plan of Action section; and
 - Assistance and Professional Development section.

K. IMPROVEMENT PLANS

1. The Credentialed Evaluator for each teacher with a below expected level of student growth and for each teacher with an Ineffective rating either on the final summative evaluation or as identified in the post-observation conference form will develop an Improvement Plan for the teacher to respond to Ineffective ratings in performance and/or student growth.
2. The Credentialed Evaluator shall develop an Improvement Plan to address any significant teacher performance deficiency identified after an observation using the OTES Improvement Plan Form, found in the Ohio Teacher Evaluation System Handbook. The Credentialed Evaluator shall meet with the teacher to review the Improvement Plan and receive input from the teacher before the Improvement Plan is finalized and implemented.
3. If the District anticipates taking adverse employment action based on a Teacher's Performance, the teacher shall first be placed on an Improvement Plan so s/he has an opportunity to remedy the performance deficiencies. The Improvement Plan may be created after the first or second observation in this circumstance.

4. An Improvement Plan shall include:
 - a. Identification of the specific areas for improvement of performance deficiencies and/or student growth
 - b. Identification of the specific expectations for each area of improvement that has been identified
 - c. Specify the developmental level of performance the teacher is expected to improve and the timeline to correct performance deficiencies
 - d. Allows a sufficient time to allow remediation of the performance deficiencies
 - e. Identification of guidance and support needed to help the teacher improve
 - f. Identification of additional education or professional development needed to improve identified areas
 - g. An Improvement Plan based on Ineffective teacher rating will be revisited in at least 28 calendar day intervals to see whether the teacher's performance has improved and whether to modify or end the plan.
 - h. A copy of the Improvement Plan form is found in the Ohio Teacher Evaluation System Handbook.

L. PROTECTIONS

1. Testing for Ineffective Teachers in Core Subjects

Beginning with the 2016-2017 school year, teachers of core subject areas as defined by State law who have received a rating of Ineffective for two of the three most recent school years must register for and take all written examinations of content knowledge selected by the Ohio Department of Education. Teachers will be responsible for paying the cost associated with such written examinations.

2. Common Core Standards

If state and/or federal mandates require a change in the existing mandated value-added and/or other mandated tests/scoring which become a portion of teacher(s) SGM scores, a minimum of three (3) consecutive years of SGM data shall be collected under the revised mandate before any job action may be taken on the basis of the SGM data.

3. Teacher who have been transferred

A teacher, who is transferred to a different position (e.g. subject, grade level), shall have an SGM score consisting of a minimum of three consecutive years of SGM data before any job action may be taken.

4. Final Summative Rating of Teacher Effectiveness (Effectiveness Rating) – The Superintendent shall annually file a report to the Department of Education including only the following information: the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by teacher preparation programs and the years in which the teachers

graduated. All other information and documents obtained through the evaluation process shall be stored and maintained by the district.

5. A teacher shall be entitled to association representation at any conference held during this procedure in which the teacher shall be advised of an impending adverse personnel action.
6. The instruments used to evaluate District teachers, Individual/Small Group Instructors, and guidance counselors are found in the Ohio Teacher Evaluation System Handbook.
7. The parties reserve the right to mutually adapt the implementation of the evaluation procedures to comply with changes in Ohio law or ODE requirements without the need to reopen negotiations or the need to enter into an MOU.

M. PERSONNEL ACTION

1. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until three evaluation cycles have been completed and include three consecutive years of SGM data.
2. The first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measure scores from assessments taken in the school year following the effective date of this agreement. The first evaluation cycle shall be completed by the first day of May of the second school year following the effective date of this agreement. An evaluation cycle shall not be considered completed until all teachers have been provided with a written report of the results of the evaluation.
3. Until three years of data have been collected and three evaluations cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement.

N. JOINT EVALUATION COMMITTEE

There shall be a Joint Evaluation Committee (“JEC”), which shall be comprised of a Union team and Board team, each having an equal number of no more than four (4) people per team. The JEC shall review its established ground rules annually. The JEC shall reach decision through consensus, shall receive training on the state-adopted evaluation framework, including student growth measure training, on-site or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The JEC shall keep minutes summarizing its meetings.

The JEC is responsible for:

1. Reviewing the OTES and non-OTES evaluation procedures and instruments.
2. Annually reviewing and making a recommendation on the District Student Growth Measurement Index.
3. Consulting with the Student Growth Committee
4. Making recommendations as set forth throughout Article 23 Evaluation Guidelines.
5. Defining the term “month” for purposes of Teacher Student Data Linkage.

Any recommendations made by the JEC shall be sent to the Union Executive Committee and the Superintendent. Any JEC recommendations, or mutually agreed upon modifications thereto, that would modify any provisions of Article 23 may be implemented provided the Union Executive Committee and Superintendent agree.

ARTICLE 24. EMPLOYEE DISCIPLINE

- A.** Employees may be disciplined for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board of Education, or for other good and just cause. No teacher may be disciplined without "just cause" and compliance with the applicable provisions of this Agreement.
- B.** Employees shall have the right to representation after an initial disciplinary conversation with an administrator resulting in the written reprimand stage.
- C.** Based upon the severity of the situation, disciplinary action may warrant deviation from the following procedural order:
 - 1. Oral reprimand;
 - 2. Written Reprimand;
 - 3. One (1) to five (5) day suspension with or without pay; fringe benefits will be maintained;
 - 4. Termination pursuant to ORC 3319.16.
- D.** Oral and/or written reprimand may be utilized for infractions which, in the judgment of the responsible administrator, do not warrant a suspension. A suspension with pay may be imposed at any time by the Superintendent either separately, or in conjunction with an oral or written reprimand. A suspension without pay may be issued, as determined by the Superintendent, in cases of serious misconduct, or where the health and/or safety of persons are involved. At the Superintendent's discretion, the Board shall utilize lesser disciplinary sanctions prior to suspension or termination.
- E.** No suspension shall be imposed until the teacher has had an opportunity to appear before a responsible administrator to explain his or her actions. The employee shall sign the written reprimand or other disciplinary notice indicating his/her acknowledgement of the document. Such acknowledgement does not necessarily mean agreement to the document. Any written record of disciplinary action will be kept in the teacher's active personnel file.
- F.** Nothing herein shall preclude the Board from acting to non-renew or terminate any employment contract as permitted by the applicable laws and this Agreement.

ARTICLE 25. PERSONNEL FILES

- A.** The official personnel file system for all employees shall be kept and administered by the Superintendent.
- B.** Personnel records of Board employees shall be maintained in a manner that permits them to be used to meet the requirements of the District and for the protection of the employees. Records shall be open to the Board and administrators of certificated/licensed employees for the conducting of legitimate Board business. Any employee shall have access to his/her records and may place, as a part of that record, any response to correct alleged error or misinformation. No personal record shall be removed from its designated maintenance place without the written permission of the employee and the Superintendent.

No personnel records or information therein shall be released without the written notification to the employee by the Superintendent. Records released in answer to a court order will be done after all reasonable attempts at written notification of same to the individual whose records are requested.

- C.** No documents and/or other materials may be in a file which is obsolete, inaccurate, irrelevant, incomplete, untimely, or otherwise inappropriate. The employee shall have the right to request that the obsolete, inaccurate, irrelevant, incomplete, untimely, and/or inappropriate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the employee shall have the right to have the dispute processed through the negotiated Grievance Procedure beginning with the Superintendent's level. This procedure supersedes Ohio Revised Code 1347.
- D.** Personnel records of employees of the Rittman Exempted Village School District shall be maintained in accordance with applicable State of Ohio and Federal laws.
- E.** Personnel records shall include:
 - 1. application for employment;
 - 2. information necessary for State and Federal forms;
 - 3. references (confidential if received under that designation);
 - 4. current transcripts;
 - 5. information necessary for payroll, tax withholding records;
 - 6. previous work experience;
 - 7. current certificates and/or licenses;
 - 8. school level completed;
 - 9. evaluation reports and employee response.
- F.** Each teacher will be provided a copy of any material that is to be placed in the file that is not teacher initiated. Any other documents in the file will be provided only upon request.

ARTICLE 26. CLASS SIZE

- A. The pupil-teacher ratio shall meet or exceed the State Minimum Standards. There shall be no less than forty (40) classroom teachers per 1,000-Basic ADM and no less than five (5) Education Service Personnel (ESP) teachers per 1,000 students. For purposes of this Section, "classroom teachers" and "ESP teachers" shall be defined as per ORC 3317.023.
- B. The Administration/Board will attempt to restrict each class size stated in Section A, above, (inclusive of mainstreamed, tutored, etc.), in any class in grades Kindergarten through and including Fifth.

ARTICLE 27. INDIVIDUALIZED EDUCATION PROGRAM

The parties recognize that the Board is obligated to provide a free appropriate public education to students with disabilities under the IDEA and/or Section 504. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not handicapped by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's education plan will be developed in accordance with their individual special needs.

A. INDIVIDUALIZED EDUCATION PLAN (IEP)

1. Employees whose duties would be impacted by an IEP shall be provided the opportunity to participate in the development of the IEP and be present at the IEP meetings.
2. Each teacher with responsibility for the education of a student on an IEP shall receive a copy of the IEP.
3. Any employee whose duties would be impacted by an IEP can request a meeting at any time to review and consider modifications to the IEP and/or the placement of the student.

B. SBH PLACEMENT

An SBH student shall not be placed in a teacher's classroom until a meeting has been held with the impacted teacher.

C. TRAINING

The Board shall strive to make available the opportunity for inservice training to teachers during the regular school year and day to assist in addressing the legal and education needs of disabled students in a regular education classroom environment.

D. SPECIALIZED HEALTH CARE PROCEDURES

Employees other than nurses shall not be requested or required to perform any medical procedure on a student. No bargaining unit member shall be required to provide custodial care services.

E. SUPPORT SERVICES

The Board shall provide individualized supplementary aids and services and the personnel necessary to provide or perform any supportive services which may be required by any student's IEP.

F. EVALUATION IMPACT

The performance evaluation of certificated/licensed employees who are impacted by an IEP shall not include any negative assessment because the short/long term goals of the IEP have not been met.

G. COMPENSATION FOR IEP MEETINGS

Any teacher attending an IEP meeting held outside the school day shall be paid Fifteen Dollars (\$15.00), for each such meeting.

H. SPECIAL EDUCATION TEACHERS

Special Education Teachers shall be provided with two (2) days of extended time to prepare and write draft IEP's.

I. CONSISTENCY WITH LAW

Any provision of this Article that is inconsistent with Federal or State laws or regulations governing the education of disabled students shall be null and void.

J. ALTERNATIVE ASSESSMENT

Teachers who are responsible for developing Alternative Assessment Plans will be given four (4) hours of release time in the building for each student to develop the plan. No teacher will be required to develop or implement an Alternative Assessment Plan for a student without first receiving training regarding the specific requirements of such plans.

Teachers may request this training from the District.

ARTICLE 28. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. PURPOSE

Pursuant to ORC 3319.22, a Local Professional Development Committee (LPDC) shall be established to oversee, review, and determine that professional development plans for course work, continuing education units, and/or other equivalent activities that a District educator proposes to complete to meet standards adopted by the State Department of Education for the renewal of educator licenses.

B. TERM OF OFFICE

The term of office for members serving on the Committee shall not exceed three (3) years, except in unusual circumstances (e.g. no one else is interested in the position). Terms shall be staggered. The number of terms a Committee member may serve shall not be more than two (2) consecutively.

C. COMMITTEE COMPOSITION AND SELECTION

1. The Committee shall be comprised of five (5) members as follows:
 - Three (3) teachers
 - One (1) Principal
 - One (1) other certificated/licensed District employee
2. The Rittman Education Association, pursuant to the Association's Constitution and Bylaws, shall appoint the three (3) teacher members. The Principal and other certificated/licensed District employee members shall be selected by the District Superintendent.
3. In the event of a vacancy, the Committee member shall be replaced in accordance with C2, above.
4. If an Administrator requests, the teacher members of the Committee will select one (1) of the three (3) REA representatives to serve while the administrators' Professional Development Improvement Plan is being reviewed for purposes of complying with Section A (Purpose), above. This will then create the following representation on the Committee:
 - One (1) Teacher
 - One (1) Principal
 - One (1) other certificated/licensed District employee

D. CHAIRPERSON

The Committee Chairperson shall be determined by majority vote of the Committee members and shall serve for one (1) year. The Committee Chairperson shall be compensated Twelve Hundred Dollars (\$1,200) per school year.

E. DECISION MAKING

Decisions shall be made by a majority vote of the Committee members present and voting. Three (3) members present shall constitute a quorum.

F. TRAINING

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs.
2. If the available training is during work hours, the Committee members shall be given paid release time to attend. If the training is outside the regular workday or year, the members shall be paid Ten Dollars (\$10.00) per hour for actual training time.
3. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training.

G. MEETINGS AND COMPENSATION

1. The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 each year, the Committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.

2. **Committee members shall be paid Nine Hundred Dollars (\$900.00) per person per school year.**
3. The LPDC shall not have any authority to revise, change, delete, or modify any Article or section of this Negotiated Agreement.

H. APPEALS PROCESS

If the Individual Professional Development Plan (IPDP) is rejected by the LPDC, the educator shall be given a copy of the IPDP Review Criteria with the reasons for rejection clearly indicated. Educators may then submit a revised plan within fifteen (15) workdays of receipt of the initial rejection notice, or, as may be the case, submit additional documentary materials or explanation to justify the plan. Either the educator or the LPDC may request a conference to discuss any such concerns. The decision of the LPDC shall be final.

I. EVALUATION IMPACT

The evaluation of a teacher shall not be affected by the teacher's IPDP or by the LPDC process.

J. RECORDS

The LPDC shall determine to what extent to keep and retain records of its meetings, decisions and recommendations to the extent permitted by law. The Board shall provide a separate locked filing cabinet for LPDC records/files.

K. RECIPROCITY

The LPDC shall accept outside district approved IPDP's for any newly hired educator from another district as fulfilling all necessary requirements of the Rittman Exempted Village Schools renewal process. Hours already accumulated in the district of previous employment shall be honored. Remaining hours shall be accrued by attending Professional Growth sessions listed in the IPDP as approved by the Rittman LPDC.

L. ADMINISTRATOR'S COURSEWORK

Whenever an administrator's course work plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

M. MASTER TEACHER PROGRAM

For the term of the Negotiated Agreement, the LPDC will undertake the responsibility for the Master Teacher Program as required by SB 2.

The LPDC will:

1. Function as the Master Teacher Program Committee of at least five total members (majority teachers) to review and score Master Teacher applications.
2. Establish formatting, assembling and submitting requirements. (using the document on the Master Teacher Program produced by the ODE Center for the Teaching Profession. "OTES Handbook")

3. Report the number of Master Teachers in their district through EMIS beginning with the 2009-2010 school year.
4. The District will insure that, under no circumstances, will the involvement in the activities of the Master Teacher Program Committee result in any adverse employment decisions for Committee Members or Master Teachers.
5. Insure that the Master Teacher Program process shall have no adverse impact on the teacher's employee evaluation.
6. Assure that the Master Teacher Program process is completely voluntary for bargaining unit members.
7. Determine at the expiration of this Negotiated Agreement if the tasks of Master Teacher Committee are able to be continued in future Negotiated Agreements by the LPDC. The LPDC will make their recommendation to the Association and Board Negotiation Teams prior to the start of the next negotiations.

ARTICLE 29. LABOR/MANAGEMENT COMMITTEE (LMC)

1. The Rittman Exempted Village Board (the Board) of Education and the Rittman Education Association (REA) agree to establish a Labor Management Committee consisting of four (4) members appointed by the Association and up to four (4) members appointed by the Superintendent.
2. The Committee shall meet at mutually agreeable times, outside the workday, at least three (3) times per year, for the purpose of discussing, not negotiating issues of concern to both parties.
3. The LMC will alternate the responsibility for the development of the meeting agenda between the REA and the Superintendent.
4. The REA will have the responsibility for dissemination of the meeting minutes within three (3) days of the meeting.
5. Any LMC meeting may be cancelled by mutual agreement of the Superintendent and the REA president.
6. The REA Committee members shall request and receive training from the Federal Mediation and Conciliation Service for LMC.
7. REA members must be trained in order to participate in the LMC.

ARTICLE 30. PRINCIPAL ADVISORY COMMITTEE (PAC)

1. The Rittman Exempted Village Board (the Board) of Education and the Rittman Education Association (REA) agree to establish a Principal's Advisory Committee (PAC) in each building consisting of five (5) members appointed by the Association and up to three (3) members appointed by the Principal.

2. The Committees shall meet at mutually agreeable times, outside the workday, at least four (4) times per year, for the purpose of discussing issues of concern. Additional meetings can be scheduled if the need arises and is mutually agreeable.
3. The PAC will alternate the responsibility for the development of the meeting agenda between the REA and the Principal.
4. The REA will have the responsibility for dissemination of the meeting minutes within three (3) days of the meeting.
5. Any PAC meeting may be cancelled by mutual agreement of the Principal and the REA building designee.

ARTICLE 31. TUTOR PROVISIONS

A. SALARY

a. Base Rate

| | |
|-------------|-----------|
| 2014 - 2015 | \$18.11 |
| 2015 - 2016 | \$18.29 |
| 2016 - 2017 | \$18.47 * |

b. Years of Service (Index)

| | |
|----|------|
| 0 | 1.00 |
| 1 | 1.04 |
| 3 | 1.08 |
| 5 | 1.12 |
| 10 | 1.16 |

c. Tutor Salary Schedules

| 2014 - 2015 | | 2015 - 2016 | | 2016 - 2017 * | |
|-------------|---------|-------------|---------|---------------|---------|
| Step 0 | \$18.11 | Step 0 | \$18.29 | Step 0 | \$18.47 |
| Step 1 | \$18.83 | Step 1 | \$19.02 | Step 1 | \$19.21 |
| Step 3 | \$19.56 | Step 3 | \$19.75 | Step 3 | \$19.95 |
| Step 5 | \$20.28 | Step 5 | \$20.48 | Step 5 | \$20.69 |
| Step 10 | \$21.01 | Step 10 | \$21.22 | Step 10 | \$21.43 |

*Effective July 1, 2016 no change in base unless the following:

If the actual revenue for the fiscal year ending June 30, 2016 on lines 1.035 (Revenues, Unrestricted Grants-in-Aid) and 1.050 (Revenues, Property Tax Allocation) on the 5 Year Financial Forecast exceed \$6,187,620 the base will increase 1% effective July 1, 2016.

This pay shall be forthcoming for each hour regularly scheduled, regardless of student attendance, and each hour for daily planning and attendance at meetings with the Administration, teachers, or parents.

B. WORK YEAR

Effective 2013-2014 school year will be one hundred eighty-five (185) workdays which includes two (2) parent conference days.

Tutors who are charged with writing an Individualized Education Plan (IEP) will be given two (2) days extended time for this purpose.

C. LAYOFF PROCEDURE

1. When, by reason of decreased student population in need of tutoring, return to duty of regular tutor after leaves of absence, suspension of schools, financial reasons, or territorial changes affecting the District, the Board may implement a reasonable RIF in accordance with Article 22 except as specified below.
2. Tutors shall be included on a separate seniority list for purposes of reduction in staff. Tutors whose contracts are suspended because of a reduction in staff will be notified thirty (30) days prior to any layoff and placed on a recall list for twenty-four (24) months.
3. The Board may also reduce hours, days, or positions of tutors based upon the availability of Federal funds.

D. CONTRACTS

Tutors shall not be eligible for tenure, but shall be issued contracts as follows:

| | | |
|--------------------|----|---|
| One year contract | -- | Upon initial employment |
| One year contract | -- | Upon reemployment for second year |
| Two year contracts | -- | All subsequent contracts shall be for two (2) years |

E. INSURANCES

Tutors shall have the right to equal hospitalization and dental insurances as teachers.

**ARTICLE 32. EMPLOYMENT OF RETIRED
CERTIFIED/LICENSED PERSONNEL**

- A. The Board is authorized to fill any certificated/licensed vacancy with a previously retired certificated/licensed applicant [i.e. retired from any public school district in Ohio, including the Rittman Exempted Village School District].
- B. For purposes of salary schedule placement, a previously retired teacher (PRT) will be granted a maximum of ten (10) years' service credit upon initial employment. A PRT may not advance beyond Step 10 on the certificated/licensed salary schedule.
- C. PRTs will be credited with all earned training/education for purposes of salary schedule placement.
- D. PRTs will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.

- E. PRTs may be reemployed from year to year under limitations described in Paragraph D, above, with Board approval, but shall not be eligible for continuing contract status.
- F. PRTs will not accrue seniority.
- G. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.
- H. PRTs shall qualify for the health insurance plans according to STRS Rules issued by STRS and effective January 1, 2009.
- I. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of his/her last pre-retirement individual contract of employment in order to be considered for additional employment.
- J. PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.
- K. PRTs shall be eligible to apply for supplemental contract positions, but are not entitled to such position solely by virtue of their experience. Current employees who are otherwise qualified shall be given supplemental contracts prior to PRTs being considered for the same supplemental position.

ARTICLE 33. DURATION AND INTENT

- A. All negotiated items between the Board and the Association that are not changed during the current round of negotiations shall remain in full force and effect and shall be carried forward automatically in writing to the new Contract.
- B. If there is any conflict between policy/rule with this Contract, this Contract shall be controlling.
- C. There shall be no reprisal against any bargaining unit member for any participation in or use of this Contract or negotiations thereof.
- D. "Days," in this Contract, unless otherwise specified, shall be Monday through Friday excluding federally recognized legal holidays.
- E. This Contract shall become effective July 1, 2014 and expires June 30, 2017
- F. This Contract has been fully explained to and adopted by both the Board and the Association, who authorize their representatives to sign below this 17th day of June at Rittman, Wayne County, Ohio

FOR THE ASSOCIATION


Ed Sims, Association President


OEA Labor Relations Consultant


Jędzickowski, Bargaining Team Member


Melissa Ryan, Bargaining Team Member


Paula Peñoli, Bargaining Team Member


Gayme Tucker, Bargaining Team Member


Wendy Pelfrey, Bargaining Team Member

FOR THE BOARD


Jon Ritchie, Superintendent


Dale Hartzler, Board President


Mark Dickarhoof, Treasurer

**RITTMAN EXEMPTED VILLAGE SCHOOLS
APPLICATION FOR ASSAULT LEAVE**

Employee Name _____

Date Submitted _____

School Assigned _____

The undersigned says that he/she is hereby making application for the use of Assault Leave as provided in the current Negotiations Agreement between Rittman Board of Education and Rittman Education Association and that the use of such Assault Leave is justified for the following reason(s):

1. Describe reason for request:

2. Was/Is medical attention required:
Yes _____ No _____

3. If "Yes," please state the name and address of the physician and date(s) consulted:

Name _____

Address _____

Date Consulted _____

4. I hereby request _____ day(s) of assault leave beginning _____, 20____, and
(date)
ending _____, 20____.
(date)

Signature of Employee

Approved _____
(Superintendent's signature)

Disapproved _____
(Superintendent's signature)

Reason _____

RITTMAN EXEMPTED VILLAGE SCHOOL DISTRICT

FORM A: GRIEVANCE PROCEDURE

COMPLAINT BY THE AGGRIEVED

(Please type or print)

RITTMAN EXEMPTED VILLAGE SCHOOL DISTRICT

FORM B: GRIEVANCE PROCEDURE

DECISION ON GRIEVANCE

(To be completed by principal, administrator or Board of Education at whatever step of the grievance procedure is appropriate.)

Aggrieved Person _____

Date of Formal Grievance Presentation _____

DECISION: _____

Date of Decision _____ (Signature and titles of person(s) rendering decision)

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision.

_____ I do not accept the above decision and hereby request that the grievance be carried to the next step in the procedure.

REASONS FOR REFUSAL REQUESTED: _____

Date of Response _____

Signature of Aggrieved Person
(REA)

RESIDENT EDUCATOR

A. Committee

1. A meeting may be conducted if a majority [three-fifths (3/5ths)] of the members are present. The Committee shall act by a majority vote of the members present at the meeting.

B. Mentors

1. Qualifications

- a. The applicant must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
- b. Approved applicants must complete mentor training.

2. Responsibilities

- a. Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.
- b. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.
- c. The mentor will attend regional mentor network meetings.
- d. The Lead Mentor meets on a regularly scheduled basis with Mentor Teachers to discuss the needs of the Resident Educators and to engage in professional development.
- e. The Lead Mentor collects evidence of ongoing communication between the Mentor Teachers and Resident Educators.
- f. The Lead Mentor may conduct an annual review of the Resident Educator Program based on input from all program participants.

C. Resident Educators and Teachers new to the District:

1. Each Resident Educator shall be given an initial orientation on the following matters.
 - a. The pupils and community to be served;
 - b. School policies, procedures, and routines;

- c. Courses of study, competency-based education programs, and responsibilities for lesson plans;
 - d. The layout of the facilities of the assigned school building(s);
 - e. The nature of the Mentoring Program which will be provided; and
 - f. Additional information a new teacher may need to be adequately prepared for a specific assignment.
2. Each Resident Educator shall be provided with the following throughout the school year:
- a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
 - b. Assistance with the management tasks identified as especially difficult for new teachers;
 - c. Assistant in the improvement of instructional skills and classroom management; and
 - d. The opportunity to consult/observe other teachers both within and outside of the District.

D. Program Review/Revisions

1. Committee – Mentor Teachers and Resident Educators may meet as a group with the Mentoring Committee prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent not later than May 15.
2. Association/Board – Association and Board representatives may meet to discuss the recommendations prior to the next school year.
3. Mentor Teachers – In addition to meeting for program evaluation purposes, Mentor Teachers may meet on a periodic basis for coordination purposes.

E. Records

The Committee shall determine to what extent to keep and retain records of its meetings, decisions, actions and recommendations to the extent permitted by law.

CENTER FOR THE TEACHING PROFESSION

M. Master Teacher Program Requirements at a Glance

District Responsibilities:

- Establish a local committee
- Verify eligibility for candidates
- Communication
- EMIS report

Local Committee Responsibilities:

- Establish submitting, formatting and assembling requirements
- Establish district timeline
- Determine local procedures for review of applications and designation using state-designed forms
- Provide information about program to teacher candidates
- Score applications using rubric
- Communicate with district and teacher candidates
- Maintain records
- Submit EMIS forms to EMIS coordinator

Teacher Responsibilities:

- National Board Certified Teachers – submit page one of application
- All others: Eligibility Requirements
 - Professional Teaching License/ Certificate
 - Taught seven years
 - Work a minimum of 120 days
 - Work under a teaching contract
- Complete application, checklist, narrative and submit supporting evidence
- Acquire two recommendation forms

The Master Teacher Program, forms, training information and contact information can be found at:

<http://esb.ode.state.oh.us/> or

www.ode.state.oh.us, search keywords: *Master Teacher*

Master Teacher Program Overview

Ohio Senate Bill 2 directed the Educator Standards Board (ESB) to define a *master teacher* in a manner that can be used uniformly by all districts and to adopt criteria to use in determining whether a person is a master teacher.

Under SB 2, school districts must report the number of master teachers they employ into the education management information system (EMIS) beginning in fall 2008. The Ohio Department of Education is required to include the number of master teachers employed by each district on the district's and building's local report cards.

The Master Teacher Program is a way to recognize and honor teachers who go above and beyond district expectations. It creates a resource of teacher leaders to advance the profession and encourages high quality teachers to remain in the classroom.

For Master Teacher designation, the processes and procedures outlined below must be followed and the specified forms used.

[A – Master Teacher Definition and Criteria \(PDF\)](#)

[B – Master Teacher Processes and Procedures \(PDF\)](#)

[C – Master Teacher Application \(PDF\)](#)

[D – Master Teacher Scoring Guide \(PDF\)](#)

[E – Master Teacher Designation \(PDF\)](#)

[F – Master Teacher Candidate's Score Report \(PDF\)](#)

[G – Master Teacher Recommendation Form \(PDF\)](#)

[H – Candidate's Checklist for Submission of Materials \(PDF\)](#)

[I – EMIS Reporting Form \(PDF\)](#)

[J – Master Teacher Writing/Evidence Guidelines \(PDF\)](#)

[K – Master Teacher Examples of Evidence \(PDF\)](#)

[L – One-Page Version of Ohio Standards for the Teaching Profession \(PDF\)](#)

[M – Master Teacher At a Glance \(PDF\) \(program requirements\)](#)

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