

STATE OF OHIO
DEPARTMENT OF EDUCATION

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RUSSIA LOCAL SCHOOL DISTRICT

A MASTER AGREEMENT BETWEEN

THE RUSSIA BOARD OF EDUCATION

AND

THE RUSSIA EDUCATION ASSOCIATION

EFFECTIVE:

JULY 1, 2015

THROUGH

JUNE 30, 2018

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ARTICLE I

AGREEMENT/RECOGNITION

AGREEMENT

This agreement made and entered into Russia, Ohio, this 15th day of June, 2011~~2nd day of April, 2015~~ by and between the Board of Education (herein after referred to as the "Board") and the Russia Education Association affiliated with OEA/NEA (herein after referred to as the "Association"), for and on behalf of the employees in the bargaining unit set forth in this agreement.

RECOGNITION

A. Bargaining Unit

For the purpose of collective negotiations, the Board recognizes the Association as the sole and exclusive representatives of all regular full-time certificated/licensed teachers/counselors and all part-time certificated/licensed teachers/counselors, excluding the Superintendent, Principal, substitutes, and casual employees.

B. Other Agreements and Representation Election Procedures

The Board agrees not to enter into any agreements or contract with its employees, individually or collectively which in any way conflicts with the terms and provisions of this agreement. The Board also agrees not to negotiate with or recognize any employee organization other than the Association as representative of employees in the bargaining unit.

BOARD-ASSOCIATION RESPONSIBILITIES

A. Intent and Purposes

The Board and the Association each represents that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, and for the purpose of providing high quality education for the students in the Russia Local School District.

B. Board Rights

The Board is invested by the laws of the State of Ohio with the management and control of the Russia Local School District. The authority of the Board includes, but is not limited to, the right to hire, discharge or discipline employees; the determination of class schedules, hours of instruction, the duties, responsibilities, and assignments of teachers, the terms and conditions of employment as necessary for the government of the public schools, the employees of the Board, and the pupils of the schools. Except as provided in this Agreement, nothing herein shall constitute a derogation or transfer of the authority of the Board as established by the laws of the State of Ohio.

ARTICLE II

ASSOCIATION RIGHTS

A. Board Material

The Association president shall receive prior to each Board meeting all agendas, materials, and documents that are considered to be public information that are given to Board Members. This is to include the monthly treasurer's report.

B. Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, an agency fee for the Association's representation of such non-members during the term of this contract.

Notice of the amount of the annual agency fee shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted and the Board agrees to transmit all amounts deducted to the Association.

Payroll deduction of such annual fair share fees shall commence on the first pay date that occurs on or after January 15 annually. In the case of a unit employee hired after January 15 of the school year, the payroll deduction shall commence on the first pay date after employment.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the agency fee amount with respect to the former member. The deduction of said amount shall commence on the first pay date occurring after termination of membership, but no earlier than January 15.

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.009(c) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

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.

The Russia Local School District Board of Education shall be held harmless in the event of any and all legal challenges to this section and shall be indemnified by the Association.

Employees who choose not to pay agency fee may not be discharged for non-payment, but may be sued by the Association.

Employment status, contract term, and renewals will not be related in any way to the details of this section.

C. Payroll Deductions

1. Paydays:

Each certificated/licensed staff member shall be paid every two weeks subject to any legal requirements in regard to deduction of retirement contributions.

2. Deductions for Taxes:

All certificated/licensed staff members shall have automatic payroll deduction of their contributions in accordance with the procedures established by law from each paycheck.

3. Deduction for Retirement:

All certificated/licensed staff members shall have automatic payroll deduction of their contribution to the State Teachers Retirement System from each paycheck.

4. Deduction for Professional Dues:

Prior to the first payroll of the school year, all certificated/licensed staff members may authorize the treasurer to deduct from salary the association membership fees for the R.E.A., the O.E.A., and the N.E.A. Such deductions shall be in ten (10) installments, beginning the second pay after authorization and deducted in ten (10) payrolls as designated by the certificated/licensed staff member. Such authorization for deductions shall continue until said certificated/licensed staff member gives written notice to the treasurer to discontinue deductions, or employment with the Board terminates.

5. Deduction for Health Insurance Coverage:

Certificated/licensed staff members may authorize the treasurer to deduct from salary the necessary premium payment for the single or family health insurance coverage. This authorization will take place within thirty (30) days of the initial employment date, or during the designated open enrollment period. Certificated/licensed staff members may authorize the treasurer to deduct their portion of the health insurance premium through a pre-tax premium contribution. This shall be administered by electing a salary reduction equivalent to the amount of the employee's share of the health insurance premium.

6. A representative of the Association shall have access at reasonable times to the record of authorizations kept by the treasurer.

D. Agreement Printing

The Association president shall receive prior to each Board meeting all agendas, materials, and documents that are considered to be public information that are given to Board Members. This is to include the monthly treasurer's report.

A copy of the signed master agreement will be placed on a PDF file on the shared facility file for all staff to view.

E. Board Policy Book

The Board Policy Book will be given to the R.E.A. officers; one will be placed in the principal's office, and the superintendent's office.

F. Academic Freedom

1. The Board and the Association recognize that a teacher has the right and responsibility to study, investigate, present, and interpret, assess and evaluate, and to generally discuss all relevant facts and ideas in the field of the teacher's professional competence. The administration and Board of Education reserves the right to have the final determination in all such matters where there is conflict.
2. As a professional, the teacher shall strive to maintain a spirit of free inquiry, open-mindedness, and impartiality in his/her classroom.

G. Association Meeting/Membership Drive

The Association shall be given an hour on the first teacher day of each new school year for the purpose of conducting a general meeting and membership drive.

H. Association Leave

The Association shall be granted paid leave in the amount of three (3) days to be used to represent teacher interests. The Association president shall notify the Superintendent three (3) days in advance of the person (s) who will be using Association leave and the date (s) on which it will be taken.

I. Personnel File

1. The only official personnel file for each teacher shall be maintained in the office of the Superintendent
2. No anonymous letters or materials shall be placed in any teacher's file, nor shall they be made a matter of record.
3. Teachers shall be entitled to receive a copy of material in their files, except for material supplied prior to employment.
4. Teachers may review their personnel files in the presence of an administrator or treasurer.
5. Teachers have access to any and all files in the district pertaining to him/her. A Teacher shall be notified if anyone other than an administrator accesses his/her file.

ARTICLE III

NEGOTIATION PROCEDURES

A. Scope of Negotiations

Negotiations shall be conducted as to salaries, fringe benefits, working conditions, personnel policies, grievance procedures, negotiation procedures, and such other matters as are mutually agreed upon as a proper subject for negotiations.

B. Negotiation Procedures

1. Request to Negotiate

The request for negotiations shall be submitted at the regular March or April School Board meeting by the initiating party. The other party shall reply within a week from the regular March or April School Board meeting. All requests to negotiate shall be in writing by the president of the Association, to the superintendent, and the Board or by the Board to the president of the Association.

2. Negotiation Meetings

a. The professional negotiation meetings shall be for a period not to exceed 30 days. All meetings shall be completed within this time period unless extended by mutual agreement.

b. The first professional negotiation meeting shall be held within thirty (30) days of the date listed on the initial request for negotiations.

3. At the first negotiations session, the negotiating teams will present their negotiations proposal. No new items may be added during the negotiating period except by mutual agreement of the parties.

4. Negotiation team members shall be released from their normal school duties to attend professional negotiation meetings with the Board of Education without loss of pay with no reprisal or punitive action.

5. Professional negotiation meetings shall be a closed session.

6. During the course of negotiations, items tentatively agreed to shall be reduced in writing and initialed by representatives of each negotiation team and set aside.

7. Each negotiation team shall have no more than five (5) members unless mutually agreed upon.

8. Each negotiation team may use consultants in addition to the above five (5) members as they feel essential in the course of negotiations.

9. No other person or persons shall be present during the professional negotiation meetings unless mutually agreed upon by members of both negotiation teams.

10. Either team may declare a recess when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation of the negotiations has been determined and item agreement (see para. #6) has been followed. A recess shall be for no more than 72 hours, unless extended by mutual consent.
11. Either team may call for a caucus at any time. A caucus shall not be for longer than twenty (20) minutes unless an extension is mutually agreeable to both teams.
12. Prior to and during the period of the professional negotiation meetings, the Board and Association agree to provide to the other upon written request and in a reasonable time period, essential information available concerning financial resources of the district and such other information as will assist the respective negotiation teams in developing intelligent, accurate, and constructive programs that will be in the best interest of all parties concerned with a quality educational program.
13. Members of the respective negotiation teams have the power and authority to negotiate. Such power shall include the authority to make proposals, counterproposals, and tentative agreement.
14. Both parties agree to conduct negotiations in "good faith" through their designated representative. "Good Faith," for purposes of this agreement, means a mutual willingness to bargain to agreement, consider concessions, and an obligation to respond to proposals advanced by the other party with a reason or reasons for the position taken. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons or offer a counterproposal.
15. While negotiations are in process, news releases shall be made only with mutual agreement of the negotiating teams. Said releases shall be in writing and each team shall have a copy of the statement prior to release.
16. No action to coerce, censor, intimidate, or penalize any negotiating participant shall be taken or implied by any school-affiliated personnel as a result of participation in the negotiation process.

C. Negotiation Agreement

When agreement is reached through negotiating, it shall be reduced to writing and submitted to the Association and Board for their consideration. If ratified by the Association, the Board may adopt a resolution setting forth the agreement. When the agreement is ratified and adopted, it shall then be signed by the parties and shall become part of the official minutes of the Board.

The resulting agreement shall be binding on both parties until renegotiated or terminated. No provisions of the resulting agreement shall discriminate against any certificated/licensed staff member in regard to membership or non-membership in the Association.

These procedures shall not restrict any employee from communicating with the administration and/or the Russia Local Board of Education except on matters directly related to negotiations.

D. Impasse

Responsibility of the Bargaining Teams - The purpose of the bargaining procedure is to provide a means of obtaining agreement on issues submitted. In the event that agreement cannot be obtained on all issues submitted to the bargaining process, impasse may be declared by mutual agreement and any unresolved issues will be submitted to the impasse provisions of this article.

In the event agreement is not reached forty-five (45) days prior to the expiration of the collective bargaining agreement, the Association and the Board shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) unless the parties agree to an alternative mediation service.

Pursuant to Section 4117.14 (C)(1) and 4117.14 (E) of the Ohio Revised Code, the parties have established this mutually agreed upon Negotiations and Dispute Resolution Procedures which supersede the procedures listed in Section 4117.14 (C) (2)-(6) and any other procedures to the contrary.

Nothing herein shall be construed as a waiver of the Association's rights provided in 4117.14 (D) (2) of the Ohio Revised Code.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim of a certificated/licensed staff member or group of certificated/licensed staff members that the bargained contract has been misinterpreted, violated, misapplied, or infringed upon.

A day as used in this procedure shall mean a school day.

Level 1: A certificated/licensed staff member should notify the principal within sixty working days of an alleged grievance, in writing (using a grievance form – Exhibit A), that he/she has a specified grievance. The problem should be settled, if possible, between the said certificated/licensed staff member and the principal within one (1) week (grievance decision form – Exhibit B).

Level 2: If this is not successful, the superintendent shall enter into the process in an attempt to solve the problem.

Level 3: If the problem cannot be settled between the certificated/licensed staff member and administration within two (2) weeks, either party has the alternative to ask for a meeting with the Board within two (2) weeks.

Level 4: If the matter does in fact go to the Board, and no agreement is reached within two (2) weeks, the Board and Association shall request the American Arbitration Association to submit a list of names, one of which shall be selected to serve as Arbitrator. Expense for this service shall be shared equally by both parties. A date will be set for a meeting between the certificated/licensed staff member, the Board, and the Arbitrator. The decision made by the Arbitrator will be binding.

B. No reprisals of any kind may be made against the Association, the grievant, or any member who participates in this process.

ARTICLE V

ADMINISTRATION – ASSOCIATION MEETINGS

A. In order to provide a forum for improving communications between the Association and the Administration, selected members of the Association, Administration and Board of Education will meet to discuss matters other than pending grievances and negotiations. It is the goal of this group to solve problems at the lowest level possible and to mutually discuss and reach an understanding or agreement that will create a good professional atmosphere that will continue to enhance the educational programs for the students of the Russia Local School District.

- B. The Administration-Association may meet as often as deemed necessary by the membership of the Administration and Association. Representatives of the Association and the superintendent, or his designee, will compose this group. The principal will attend on an alternate meeting basis unless requested to attend by the superintendent or Association representative. Also, during the course of the year, Board Members may be invited to attend, share and listen to ideas and concerns from the Association. The time and date of the meetings will be mutually agreed upon by the two sides.

ARTICLE VI
EMPLOYMENT PRACTICES
TEACHER EVALUATION SYSTEM

A. **Committee Representation**

A committee comprised of one member from grades K-4, one member from grades 5-8, one member from grades 9-12 to be selected by the membership and two Russia Local School administrators shall convene annually to re-evaluate the teacher observation/evaluation forms (Exhibit C and D). The Russia Local School Board of Education, Administration and Russia Education Association agree that with potential changes in statute and Race to the Top initiatives, staff and administration will work together to follow state and Race to the Top timelines to develop a new evaluations system that shall include effectiveness measures (such as value-added scores) as a component of the evaluation system.

Exhibit (C.1) The new evaluation form per ODE/RttT will be piloted (for those not up for renewal) during the 2012-2013 school year and fully implemented during the 2013-2014 school year. It is mutually agreed by the REA and Board of Education that student growth measures for the 2012-2013 school year will not be used as year one of the cumulative evaluation process.

It is mutually agreed that student growth measures will be developed and fully implemented into the evaluation process during the 2013-2014 school year.

B. **Purpose**

The Teacher Evaluation System will be utilized by administrators and faculty members to reach and accomplish the following objectives:

1. To develop, maintain, and retain a highly qualified, competent, and professional staff.
2. To identify areas of appropriate supervisory assistance needed by classroom teachers in order to improve classroom instruction.
3. To monitor progress of teachers.
4. To assess performance and provide a format for guidance to teachers in areas of needed improvement.

C. **Definitions**

Terms are defined as follows:

1. Administrator/Evaluator – Most evaluations and classroom observations shall be conducted by the Russia Local School superintendent and school principal. County office personnel may be utilized for evaluations and observations if necessary.
2. Teacher/Certificated/licensed Staff – Classroom teachers and various certified/licensed staff members who will be evaluated by this system.
3. Classroom Observation – Classroom visitation by an administrator of at least 30 consecutive minutes.
4. An evaluation consists of at least two (2) classroom observations.
5. The written evaluation form (exhibit D) or other mutually accepted form that meets the requirements of state statute will include areas of acceptable performance and areas in which improvement is needed, if any. If deficiencies are noted, the written report shall also have a specific written plan for improvement.
6. In accordance with Safe Harbor Provisions of HB 487 value added data from the 2014-2016 school years from Ohio's new assessments will not be used when making decisions regarding the dismissal, retention, tenure, or compensation of the district's or school's teachers. This provision only applies to Value-Added assessments for the 2014-2016 school years. Approved vendor assessments and local measures are not subject to the Safe Harbor Provision. The Board and the Association agree that if the state General Assembly extends the Safe Harbor timeframe (beyond one (1) year) those will apply without the need for an additional MOU between parties.

D. General Guidelines

1. Teachers on limited contracts that are up for renewal shall be observed at least four (4), but not more than six (6) times during the school year with two (2) written evaluations. Observations may be either announced or unannounced.
2. Tenured teachers, teachers who are not due for contract consideration, shall be observed at least two (2) times during the school year with one (1) evaluation. Observations may be either announced or unannounced.
3. Evaluations and observations shall be filed in the personnel file of certified staff members. Staff members retain the right to review files upon request. Staff members will receive a copy of the evaluation and the observations upon request.
4. All teachers have the right to attach a rebuttal to their evaluations.
5. A signature is needed for acknowledgement of receipt of the evaluation form. This should not be mistaken for agreement of the form.
6. See attachment for proper forms that are to be used. (Exhibits C and D)
7. All timelines stated in Article VI shall be extended one (1) day for each day of absence of either the teacher or administrator within the week prior to the stated deadlines for observation or evaluation completion.

In the case of an absence for more than four (4) weeks by a teacher on Board approved leave, the timelines will be considered extended for an amount of time equal to the absence, but shall not exceed the end of the semester in which the leave was taken.

8. Observations must be separated by at least ten (10) working days.

E. Teacher Evaluation Procedure

The non-renewal and observation/evaluation time guidelines as outlined by ORC 3319.11 and 3319.111 are as follows:

January 15	First set of observations must be completed no later than January 15
January 25	Teacher must receive evaluation form no later than January 25.
May 1	Second set of observations must be conducted and completed between February 10 and May 1.
May 10	Teacher must receive second evaluation results no later than May 10.
June 1	Teachers must receive written notice of non-renewal on or before June 1. Teachers considered for nonrenewal shall require at least three formal observations.
10 days	Teacher may demand written statement describing the circumstances that led to Board's intention not to reemploy within 10 days of receipt of non-renewal notice.
10 days	Treasurer must provide written statement to teacher within 10 days of receipt of demand.
5 days	Teacher may demand hearing within 5 days of receipt of written statement.
10 days	Treasurer provides written notice to teacher of time, date, and place of hearing within 10 days of receipt of demand.
40 days	Hearing must be scheduled and concluded within 40 days of receipt of demand.
10 days	Board must provide written decision within 10 days of conclusion of hearing.
30 days	Teacher may appeal to the courts the order affirming non-renewal within 30 days of receipt of notice.

INDIVIDUAL EMPLOYMENT CONTRACT

- A. The certificated/licensed staff member contract and notification of appointment will be issued no later than June 15. Said contract shall contain the following:
1. Type of contract (limited or continuing)
 2. Teacher's name
 3. School year
 4. Statement of agreement to abide by Board policy
 5. Number of pay periods
 6. Exact annual salary
- B. Upon the completion of four school years of continuous service, and upon a Board decision to renew a staff member's limited teaching contract during the month of April as prescribed by Ohio Revised Code Section 3319.11, a two year limited teaching contract shall be issued.
- C. Upon the completion of six school years of continuous service, and upon a Board decision to renew a staff member's limited teaching contract during the month of April as prescribed by Ohio Revised Code Section 3319.11, a three year limited teaching contract shall be issued.
- D. Teachers are eligible for continuing contract status when they:
1. Have twenty-seven (27) months of successful teaching experience.
 2. Have a valid professional, or higher, grade certificate/licensed in the State of Ohio;
 3. Have taught in the Russia Schools for three years, unless they have taught in another school district under a continuing contract. If the teacher previously held a continuing contract, the Board may grant a continuing contract after two years of employment with the Russia Board of Education.
 4. A teacher will be considered for a continuing contract at the end of the year in which he/she becomes eligible upon written request by the employee.
- E. A supplemental contract for extra assignment in accord with Section 3319.08 of the Revised Code will be enclosed with the regular contract for those certificated/licensed staff members who are to be given extra pay for extra services rendered. All supplemental contracts or extended day contracts will be automatically non-renewed on an annual basis. The holders of such contracts will not be notified of the non-renewal prior to or following the Board of Education meeting.

CERTIFICATED/LICENSED STAFF MEMBER COMPLAINT

- A. Community and school relations should ideally reflect an attitude of mutual concern and cooperation in the constant attempt to provide the best possible learning situation for the students. However, complaints and misunderstandings are inevitable. Complaints against certificated/licensed staff members originating at levels other than with the immediate supervisor shall be handled as follows:
1. A complaint received by an individual Board member directed toward members of the certificated/licensed staff members shall be referred to the principal.
 2. The building principal will inform the certificated/licensed staff member of the complaint and offer an opportunity to settle the complaint. The administrator shall offer every possible assistance to the certificated/licensed staff member.
- B. It is deemed most desirable that initial attempts to settle complaints against certificated/licensed staff members should be made informally through personal, private conferences at the school level among the certificated/licensed staff member, pupil, parent, principal, and other appropriate staff personnel. In the presence of parents and students, the principal and certificated/licensed staff member shall behave toward each other with the respect that one professional educator affords another. If the complaint cannot be settled informally, the following procedures shall be followed:
1. At the request of the complainant or certificated/licensed staff member, a meeting of the certificated/licensed staff member, principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint.
 2. If the complaint is not resolved at that level, it may be appealed to the superintendent of schools or his/her representative.
 3. If it is still unresolved, it may be appealed to the Board of Education. The certificated/licensed staff member may be represented by any representative of his/her choice at this level.
- C. No anonymous complaints or concerns, written or verbal, shall be placed in the teacher's or administrators personnel file or used for discipline, evaluation, or become a matter of record in any way, unless it involves a violation of a work rule or a criminal act, and the complaint or concern is substantiated by an investigation.

VACANCY, ASSIGNMENT, TRANSFER, AND DISPLACEMENT

A. Vacancies

The superintendent shall post all vacancies via staff email when they occur in the Russia Local School District. Vacancies are defined as positions open through resignation, retirement, non-renewal, addition, or termination.

1. If a vacancy occurs during the summer months, the superintendent shall send notification by means of email to each certificated/licensed staff member. Those not covered by this means will be notified by letter or phone by the superintendent.

2. A notice of vacancies shall be posted for a minimum of six school days and existing certificated/licensed staff members will be given primary consideration as vacancies occur. Certificated/licensed staff will respond in writing within six school days of the posting if they are interested in the position. The letter must be signed, dated and submitted to the superintendent. The hiring decision will not be made prior to the listed date (six school days after the end of the posting date).
3. In an emergency situation, the superintendent may fill a vacancy temporarily for a period of six (6) school days while a replacement is sought.
4. The vacancy policy refers to teaching as well as supplemental positions.
5. Decisions are based on the best interest of students, teachers, and the district. Reasons will be given, upon written request by the staff member, only in the case of the administration's denial of a staff member's request for a voluntary transfer.

B. Assignment and Transfer

1. Involuntary Transfer

The superintendent shall assign certificated/licensed staff members as deemed necessary after consultation among superintendent, principal, and the certificated/licensed staff member.

2. Voluntary Transfer

A certificated/licensed staff member may request a transfer to another building, grade level, subject area, or a newly created position. Such request must be submitted in writing to the superintendent prior to April 15 of any year, and shall state the reasons for the request. A ruling on the request will be given in writing to the certificated/licensed staff member by June 1. If the request is denied, the reason or reasons for such denial will be stated in writing. The denial of such transfer will not be subject to review through the grievance procedures.

Should several applicants request the same position and all things equal seniority in the school district shall be one of the deciding criteria.

3. Decisions are based on the best interest of students, teachers, and the district. Reasons will be given, upon written request of the staff member, only in the case of the administration's denial of a staff member's request for a voluntary transfer.
4. The Superintendent, Principal and representatives from the Association will engage in a discussion if the district experiences a high turnover rate in a teaching position, defined as consecutive years of the position being vacant, the administration shall have the option of placing candidates for this position up to three steps higher on the salary scale than their years of experience.

REDUCTION IN CERTIFICATED/LICENSED STAFF

- A. When, in the judgement of the Board, it becomes necessary to reduce the certificated/licensed staff because of decreased enrollment of pupils, return to duty of regular certificated/licensed staff after leaves of absence, by reason of suspension of school or territorial changes affecting the district, grade or curriculum reorganization, or for financial reasons, such reduction will be made by suspension of contracts in accordance with the following procedure.
- B. If the Board effects reduction of continuing or limited contracts by suspending certificated/licensed staff members' contracts, such contract suspensions shall comply with Section 3319.17 of the Ohio Revised Code
- C. Upon implementation of the reduction in force policy, (RIF) contract suspensions will be made on a system-wide basis in accordance with the following procedure:
 - 1. Contract suspensions shall occur to certificated/licensed staff members' limited contracts by certificated/licensed areas and the district shall take in consideration to demonstrated proficiency, regular certificated/licensed staff members' evaluations, the needs of the district, and all things equal seniority.
 - 2. Certificated/licensed areas must be on record in the certificated/licensed staff member's personnel file by March 1st of any school year.
- D. Seniority

When used in this section, seniority is defined as years of continuing employment within the school district. Where seniority among two or more affected certificated/licensed staff members is equal under this definition, preference shall be given in priority as follows:

- 1. Date and time of employment as determined by Board minutes.
- 2. Total number of years of teaching experience.
- 3. Additional ties in seniority shall be broken by lot.
- 4. Continuous employment shall include all time on sick leave, all time on Board-approved paid leave of absence, all time on disability, retirement to a maximum of five (5) years, and all time during suspension or non-renewal for reduction in certificated/licensed staff reasons if the certificated/licensed staff member is reinstated.
- 5. Unpaid leaves of absence shall not constitute an interruption in continuous service. However, the time that the certificated/licensed staff member was on such unpaid leave will not be counted in total years of service in determining seniority right hereunder.
- 6. Seniority shall be lost when a certificated/licensed staff member resigns or leaves the employment of the Board due to non-renewal for reasons other than reduction of staff.

7. Seniority for part-time certificated/licensed staff members will be accumulated based on the actual percentage of continuous full and part-time employment in the district. For example, certificated/licensed staff member A teaches full time for one year, then teaches 75% of the second year, 50% the third year, and 60% the fourth year. Certificated/licensed staff member A would accumulate 2.85 years of seniority.

E. Recall Rights

Certificated/licensed staff members whose contracts have been suspended due to a reduction in force reasons shall have rights to recall as follows:

1. Recall rights shall be limited to twenty-four (24) months from end of the last contract year.
2. Certificated/licensed staff members whose contracts were suspended shall be recalled to a vacancy in the inverse order of contract suspension, as positions become available in their area of certification at the time of recall. Certificated/licensed staff members shall notify the district of any changes in their area of certification.
3. A certification staff member refusing a recall position shall have his/her name removed from the recall list.
4. Certificated/licensed staff members on recall status shall have the responsibility for keeping the superintendent informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail at the certificated/licensed staff member's last known address. Failure to contact the superintendent to accept such recall within ten (10) calendar days of the date of such mailing shall be considered a refusal of recall and shall remove the certificated/licensed staff member from recall status.
5. RIF'd certificated/licensed staff members have substitute privileges over regular substitutes.

F. Notice of Contract Suspension

No certificated/licensed staff member covered hereunder shall have his/her contract suspended unless the affected certificated/licensed staff member (s) has been given at least a fourteen (14) day notice of the superintendent's intention to recommend such suspension to the Board.

- G. Nothing contained herein shall abridge the Board's right to non-renew a limited contract certificated/licensed staff member for reasons other than a reduction in force in accordance with Ohio Revised Coded Section 3319.11.

ARTICLE VII

LEAVES OF ABSENCE

A. Sick Leave

1. Each full-time certificated/licensed member of the bargaining unit shall receive sick leave in the amount of one and one-fourth (1¼) days per calendar month of employment or fifteen (15) days per year.
2. Each part-time certificated/licensed staff member of the bargaining unit who works under contract shall receive sick leave comparable to the percentage of time he/she works, at the rate of one and one-fourth (1¼) days per month.
3. An employee may accumulate up to 200 days of sick leave credit.

B. Use of Sick Leave

1. Teachers may use sick leave for absences due to personal illness, pregnancy, recovery from childbirth, injury, exposure to contagious disease which could be communicated to other employees or to students, medical or dental appointments (when such cannot be scheduled during non-working hours), and to illness, injury or death in the employee's immediate family.
 - a.) The immediate family shall be defined as the teacher's biological, adopted, legal guardian, step and/or foster; mother, father, brother, sister, father-in-law, mother-in-law, husband, wife, child, grandchild, grandparent, or other blood relative living as a permanent resident of the teacher's household.
2. An employee will receive a maximum of 8 weeks leave immediately after the birth of a child. Leave will be extended only with a physician's statement. After the expiration of approved sick leave, the employee may apply for Family Medical Leave.
3. The Board may require an employee to furnish a written signed statement on forms prescribed by the Board to justify the use of Sick Leave.

C. Exhaustion of Sick Leave

An employee who has exhausted his/her sick leave may be advanced up to five (5) days sick leave. Unearned sick leave days charged to an employee will result in loss of pay if the employee is not re-employed, or shall be charged to sick leave to be accumulated in the ensuing school year.

If a teacher is ill or disabled and has exhausted his/her accumulated sick leave, and is not entitled to further advancement of sick leave under the provisions of this contract or Board policies, such teacher is entitled to an unpaid leave of absence for a period of not more than two years. This leave may be renewed at the option of the Board of Education.

D. Sick Leave Bank

1. The SAC (Staff Administrative Communications) committee will function as the Sick Leave Bank Committee. The committee will meet to review requests and grant days as they are requested. The SAC committee's ruling shall not be grievable or appealable.
2. The Chairperson of the SAC shall solicit (on or about July 1 of each year) the donation of unused sick leave days from members to establish and maintain a sick leave bank. Each member may donate up to a total of three days annually. Unused days remaining in the sick leave bank at the end of the school year will accumulate for the following year (year ends June 30 each year) to be added to the new donations. The SAC Chairperson shall provide the Board Treasurer with a list of members who have donated days and the number of days they have donated by September 30 of each year.
3. Quarterly reports on the status of the sick leave bank, including the number of days remaining. Will be provided to the Association by the Board Treasurer.
4. In the event that, in the judgment of a physician, an employee of the bargaining unit has exhausted his/her sick leave (including available days of advancement) for the remainder of the school year due to catastrophic illness or injury (such as cancer, stroke, heart attack, major surgery, complications from surgery, etc.) to the employee, afflicted employees of the bargaining unit may make application to the SAC Chairperson to utilize sick leave bank day(s) up to a maximum of 20 days per year per afflicted individual. (Exhibit E) Utilization of sick leave bank shall be for the same purposes as personal sick days found in Article VII (B) (1) of the collective bargaining agreement.
5. At the time of donation, the Board Treasurer shall deduct such days from the employee's accumulation and place the days in the sick bank.
6. The SAC Chairperson shall announce the need for additional days to the bargaining unit when the balance falls below twenty (20) days.

E. Personal Leave

1. At the beginning of each school year, every certificated/licensed staff member shall be credited with three (3) days of unrestricted personal leave. Such leave shall be subjected to the following provisions:
 - a. Personal leave may be used for any purpose at the discretion of the certificated/licensed staff member.
 - b. A personal leave day cannot be taken one school day immediately preceding or following extended vacations (Thanksgiving, Christmas, and Easter). Personal days may be used preceding or following three (3) day weekends.

- c. A personal leave day shall not be approved for the first day of school, the last day of school, or a certificated/licensed staff member meeting day.
- e. Such personal leave shall be non-cumulative.
- e.d. Personal leave must be requested upon the proper form (Exhibit F) provided by the Board of Education, signed by the certificated/licensed staff member, and presented to the principal at least five (5) school days in advance.
- f.e. No more than three (3) certificated/licensed staff members may be granted personal leave on the same day. In case of conflict, requests will be honored on a first-come, first-serve basis.
- g.f. Exception of these guidelines may be made at the discretion of the superintendent.
- h.g. Bargaining unit members may elect to carry-over one (1) unused personal day per year from the previous year. Bargaining unit members can only have four (4) personal days in any given year, which includes any carry-over day. Such personal days will be non-cumulative.

Professional Leave

The Professional leave policy of the Russia Local School will be subject to the following provisions:

1. All certificated/licensed staff members shall be provided opportunities for the development of increased competence beyond that which they may obtain through the performance of their assigned duties, through attendance at professional meetings.
2. For purposes of this policy, a professional meeting shall be defined as any meeting that is related to the activities, duties, or responsibilities of Russia Local School certificated/licensed staff members as determined by the superintendent of schools.
3. Any certificated/licensed staff member may, after approval of the superintendent and meeting all other necessary conditions as described below be absent without loss of pay for attendance at such professional meetings or conferences.
4. The cost of attendance to approved professional meetings or conferences shall be paid in whole or in part by the Board of Education with prior approval of the superintendent. This includes items such as mileage, registration fees, and hotel accommodations.
5. The following conditions must be met for a certificated/licensed staff member attending a professional meeting:
 - a. Discuss the conference or meeting with the building principal and obtain and complete a professional leave request form.
 - b. Return any request for professional leave form to the building principal at least two (2) weeks prior to the meeting or event for which the approval is sought, unless waived by the superintendent. (Exhibit G)

- c. When such request is received by the building principal, it will be forwarded to the superintendent who will approve or disapprove the request.
- d. If the superintendent disapproves the request he will contact the staff member to indicate reasons for disapproval.
- e. Upon returning from the conference or meeting, a brief written summary of such meeting or conference shall be submitted to the superintendent upon request for possible distribution to members of the Board of Education.
- f. Reimbursement requests for approved professional meetings or conferences shall be submitted on the approved school expense form to the superintendent. Receipts must be submitted. (Exhibit H)

F. Assault Leave

An employee who is absent due to physical injury resulting from an unprovoked attack upon said employee when the assault occurs on Board premises or while in attendance at an official school function and in the course of said employee's employment, or when the assault occurs when said employee is attempting to stop an attendee's inappropriate behavior at an official school function, an employee will be granted up to ten (10) working days of assault leave. During such assault leave, said employee shall be maintained on full pay basis. Assault leave shall not be charged to the employee's accumulated sick leave or personal leave.

Assault leave may not be granted under this policy unless the employee in question:

- 1. Has signed a written statement justifying the granting and use of assault leave.
- 2. Provides a certificate from a licensed physician stating the nature and duration of the physical injury and the necessity of absence from regular employment.
- 3. The Administration and Board will give their fullest support to the affected employee by prosecuting the perpetrator of an assault against an employee to the fullest extent of the law and applicable Board and building discipline procedures.

G. Jury Duty

When a certificated/licensed staff member has been selected for jury duty, he/she shall notify the building principal so that arrangements may be made for the time of absence. The money received from jury duty shall be subtracted from the regular school pay or signed over to the treasurer with no pay deduction. This leave of absence will not be deducted from the certificated/licensed staff member's sick leave, personal leave, or other leaves of absence. While on jury duty, the certificated/licensed staff member's sick leave, severance pay, and all other benefits shall accrue the same as any other regularly employed certificated/licensed staff member.

H. Uncompensated Leave

The Board recognizes that in certain instances an employee may wish extended leave for personal reasons and that the district could benefit from the return of said employee. For that purpose, the Board will promulgate policy for the award of uncompensated leaves of absence for reasons other than those specified by statute. The Board reserves the right to specify the conditions under which uncompensated leave may be taken.

Guidelines

1. Purpose

Uncompensated leave may be taken for the following purposes, study, travel, special work assignment in a related area, public service commitment, restoration of health, and maternity leave.

2. Eligibility

Uncompensated leave may be granted to an employee who has completed at least 3 years of service with the district.

3. Application

Request for uncompensated leave shall be made to the superintendent at least ninety (90) days in advance of the desired start date.

Consideration will be given to emergencies, but in no case will leave be permitted to start at any time except at the start of a semester. (Health and Maternity exempted)

All applications are subject to final approval by the Board and any applications may be refused without comment at the Board's discretion.

4. Period of Leave

An uncompensated leave may be granted for a period of one school year with extension for one additional school year for a two year maximum which shall be considered upon proper application. Renewal shall require clear evidence that the district's interests will not be adversely affected.

5. Commitment of Employee

The employee granted an uncompensated leave shall inform the Board at least six months before the scheduled return date as to his/her intentions. If said notification is not received, action may be taken to terminate employment.

Upon return from leave for health reasons, the employee will furnish a physician's certificate stating that he/she is able to resume his/her normal duties.

6. Commitment of Employer

At the expiration of the uncompensated leave, the employee shall be offered a position for which he/she is certified. Time on uncompensated leave shall not count as time on the job. Course credit obtained during uncompensated leave may be applied toward credit on the salary schedule. While on uncompensated leave, an employee and/or covered dependents are entitled to continued insurance coverage as prescribed by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

7. Sabbatical Leave (Educational Leave)

A staff member who has completed five (5) years of service may, with the permission of the Board of Education and Superintendent, be entitled to take a leave of absence without pay for one or two semesters, subject to the requirements that:

- a. Ninety (90) days prior to the proposed leave, the staff member shall present to the superintendent for approval a plan for taking educational leave and at the conclusion of the leave provide evidence that the plan was followed. All plans must be in writing.
- b. A satisfactory substitute must be obtained.
- c. The staff member on such leave shall notify, in writing, the superintendent of his/her intention to return 60 days prior to his/her return to service.
- d. The teacher, upon return and proof that the plan was followed, will be assigned to a position for which he/she is certified, only at the beginning of a semester. If a staff member did not follow the plan, the staff member's contract will be terminated.
- e. Health and life insurance will be paid to current percentage levels by the Board of Education.
- f. Seniority and sick days will be accrued during the absence.

ARTICLE VIII
COMPENSATION

A. Salary Schedule

The minimum salary approved for the 2015-2016 school year shall be \$31,865.00 which is a 2% increase from the 2014-2015 minimum base salary (Exhibit I). There will be a step and/or column increase for those eligible.

The minimum salary approved for the 2016-2017 school year shall be \$32,662.00 which is a 2.50% increase from the 2015-2016 minimum base salary (Exhibit I). There will be a step and/or column increase for those eligible.

The minimum salary approved for the 2017-2018 school year shall be \$33,315.00 which is a 2% increase from the 2016-2017 minimum base salary (Exhibit I). There will be a step and/or column increase for those eligible.

B. Basic Regulations

1. Salaries are based on 184 days of school.
2. Training classification will be based on total credits, filed and certified on September 15 of each contract year.
3. Extra pay for extra activities outside of school time will be provided for as assigned by the local superintendent.
4. All teachers must comply with the Ohio Teacher Certification/Licensure Law, the regulations of the State Department of Education and all rules and regulations of the Russia Local School Board of Education concerning teacher assignments, extracurricular duties, hours of work, certificated/licensed staff member meetings and professional organizations.

Experience shall be granted according to the regulations of the Ohio Revised Code.

C. Severance Pay Upon Retirement

Upon retirement, an employee will be paid for $\frac{1}{4}$ of his/her days of sick leave for a maximum 50 days. Example: If an employee has 120 days of unused sick leave upon retirement, 30 days would be paid. If an employee has 8 days of unused sick leave, 2 days would be paid. An employee must have not less than ten (10) years of service with Russia Local School to qualify for severance pay.

D. Pick-Up of Retirement

The Board shall tax shelter the retirement contribution of all certificated/licensed staff members pursuant to regulations and procedures of the Ohio State Teachers' Retirement System and the Internal Revenue Service.

The retirement contribution which in the past has been paid by each employee, will be paid on behalf of the employee by the Board of Education resulting in a tax shelter of the employee's contribution. This is the salary reduction method which increases take-home pay without cost to the Board.

Sick leave, severance, supplemental, and extended-service pay, which are indexed to or otherwise determinable by reference to the certificated/licensed staff member's rate of pay, shall be calculated upon both the cash salary component and pick-up component of the certificated/licensed staff member's restated salary.

INSURANCE

E. Hospitalization

The Board shall purchase from a carrier licensed by the State of Ohio basic, hospital-surgical major medical insurance coverage for all full-time certificated/licensed staff members who request it.

During the term of the contract (July 1, 2015 to June 30, 2018), the employee shall pay the following percentage of the monthly health insurance premium:

- Employee contributions to the PPO health plan and the HSA are 15% including dental.

All employees on the HSA will receive the below amount per month (the first three months in a lump sum during the month of January towards the employees HSA deductible. The HSA payments expire at the end of this contract.

	2015-2016	2016-2017	2017-2018
Family HSA Payment	\$150	\$150	\$150
Single HSA Payment	\$75	\$75	\$75

All current staff members will move to the HSA beginning January 1, 2016 and all new staff members move the HSA by January 1st of their first year of employment.

Employees may enroll in dental insurance without enrolling in Option 4. The Russia Local School Board of Education agrees to pay the full premium for full-time staff members, or a prorated amount for part-time staff members, if the staff member does not enroll in any Health Insurance Plan.

The Board shall pay four hundred dollars (\$400.00) to each full-time certificated/licensed staff member who chooses not to enroll in a hospital-surgical major medical insurance plan. Part-time staff members employed as of May 16, 2003 shall receive the payment prorated according to the percentage of time worked (full-time equivalency of the staff member). No payment will be made to any part-time staff member hired after May 16, 2003.

Effective as of November 1, 1992, the Board shall purchase hospital-surgical major medical insurance coverage from Anthem (Blue Cross/Blue Shield) of Cincinnati. The Board retains the right to make the final selection of which licensed carrier shall provide hospital-surgical major medical insurance coverage for full-time certificated/licensed staff members during this contract period and in future contract periods. If in the event the Board selects to change which licensed carrier shall provide insurance coverage, the insurance plan designs provided by the newly selected carrier shall be of equivalent coverage as agreed upon by the Board and the R.E.A. Certificated/licensed staff members may elect to participate in the HSA Plan and the PPO (for new employees until January 1, of the first year of their employment) option 4 plan.

The design of the two plans are :

HSA option Exhibit J
Option 4 Exhibit K
Dental Exhibit L

F. Group Life Insurance

The Board shall purchase a \$20,000 group term life insurance plus accidental death & dismemberment for full-time certificated/licensed staff members from a carrier licensed by the State of Ohio.

All full-time certificated/licensed staff insurance: \$20,000 Group Term Life Insurance and \$20,000 Accidental Death & Dismemberment. When an employee reaches certain age benchmarks outlined in the group life insurance plan, the insurance benefit decreases. The employer will notify each staff member when they reach any of these age benchmarks.

G. Payment of Insurance Premiums for Part-Time Teachers

If a certificated/licensed staff member is employed half-time or more, he/she is eligible for partial payment of medical insurance in accordance with the approved plans for the full-time certificated/licensed staff. The Board will pay a portion of the premium based on the percentage of time the certificated/licensed staff member is employed; i.e., if a certificated/licensed staff member is employed 60% of a full-time contract, the insurance payment will be 60% of that which is paid on behalf of a full-time certificated/licensed staff member.

Teachers "shared" with other districts shall receive insurance benefits based on the percentage of the employment contract.

H. Waiver of Tuition for Children of Certificated/licensed Staff Members

As permitted by the Ohio Revised Code, certificated/licensed employees who reside outside of the boundaries of the Russia Local School District are exempt from paying tuition for children who are attending Russia School.

I. Detention/Saturday School

Teachers will be paid for detention and Saturday school at the rate of \$16.50 per hour. Teachers may volunteer for detention or Saturday school, and be assigned as needed. However, the administration may require employees to supervise detention and Saturday school, if needed, at the rate of \$16.50 per hour. Teachers will be paid \$16.50 for one hour when students do not show for Saturday school.

J. Summer School and After School Tutoring Compensation

Certified/licensed bargaining members will be paid twenty two dollars (\$22) per hour for after school tutoring and certified/licensed bargaining members will be paid twenty dollars (\$20) per hour for summer school tutoring.

K. Reimbursement for Standardized Assessment Intervention Performed Outside the School Day

Teachers will be paid for standardized assessment intervention performed outside the school day at the same rate as the tutor rate.

K. College Tuition Reimbursement

The Board shall appropriate annually a sum in the amount of three thousand two hundred dollars (\$3,200) to provide tuition reimbursement to teachers for earned college credit subject to the following conditions:

- a. No employee covered by this agreement will be eligible to receive tuition reimbursement until he/she has taught in the District for one (1) year.
- b. The college course must be taken in education, in the area of present certification, or in any area of any certification permitted by the State Department of Education leading to a new certificate. However, no teacher will be permitted to take courses outside his/her area of certification until he/she reaches the level of BS/BA 150.
- c. The available money will be separated into two different pay periods. One thousand six hundred dollars (\$1,600) will be allocated from July 1 to December 31, and one thousand six hundred dollars (\$1,600) will be allocated from January 1 to June 30 of each contract year. The money shall be provided on a first come, first served basis for each of these pay periods.
- d. Determination of the pay period in which your reimbursement will apply is determined by the ending date of the class. Any money not used in the first half of the year will be put into the January-June total. Any unused funds at the end of the June, will not be rolled over into the next school year.
- e. All courses, including correspondence courses and online courses, must be provided by an accredited institution in order to be approved for purposes of reimbursement.
- f. Eligibility is conditioned on submission of the following: (1) completion of the proper form listing the number of hours of reimbursement; (2) a grade card showing a passing grade; and (3) record/proof of payment. It is the teacher's responsibility to submit the required information for reimbursement.
- g. Reimbursements will be made upon the submission of items listed in Section F.
- h. The rate of tuition reimbursement shall be one hundred dollars (\$100) for each credit of college classes taken (semester or quarter) with a limit of four hundred dollars (\$400) for each individual teacher, per contract year.
- i. Each teacher receiving pay under this section, prior to his/her receipt of such pay, shall agree that he/she will teach in this District for at least one (1) full school year following receipt of such pay. If such teacher fails to teach in the district for the required period, the amount of such pay received during the prior school year shall be deducted from said teacher's final pay.

L. Personal Day Bonus

The Board will pay a bonus of \$150.00 to each certificated/licensed staff member who completes a contract year and uses no personal days. A staff member who uses one personal day will receive a \$100.00 bonus.

M. Sick Day Bonus

The Board will pay a bonus of \$200.00 to each certificated/licensed staff member who completes a contract year and uses no sick days. A staff member who uses one sick day will receive a \$100.00 bonus.

N. Substitute Pay During Planning Period

The Board will pay certificated/licensed teachers a sum of eleven (\$11), eighteen (\$18) dollars for substituting for a class during a regularly scheduled planning period. The action of substituting during a regularly scheduled planning period is defined as internal substitution.

O. Electronic Deposit of Pay Checks

The Board agrees to electronic deposit of all employee's checks to the financial institution of the employees choice.

P. BCII and FBI Checks

The Board will pay the cost of BCII and FBI background checks required for license renewal for permanent certificated staff members for the life of this contract ending June 30, 2018.

ARTICLE IX

WORKING CONDITIONS AND SCHOOL CALENDAR

A. Certificated/licensed Staff Members' Day

Certificated/licensed staff members must be in their homerooms or first period classroom fifteen (15) minutes before school goes into session, and remain in school five (5) minutes after the last bell. Certificated/licensed staff members' day will be seven (7) hours and twenty-five (25) minutes. Certificated/licensed staff members will be in their classroom on time and not leave without due cause. Specified staff members will be required to attend meetings as called by the administration. Every attempt will be made to end meetings by 4:00 p.m.

The Board of Education will grant each certificated/licensed staff member thirty (30) minutes of duty-free lunch.

B. Employee Relations Committee

Representatives of the Board and the REA shall meet monthly, on an as needed basis, at a time convenient to both parties, for the purpose of reviewing the administration of this agreement. These meetings are not intended for the purpose of negotiations or to bypass the grievance procedure. Each party will submit to the other one (1) day prior to the meeting, an agenda of the matters it wishes to discuss. Such meetings may be cancelled by either party and rescheduled for that month.

C. Planning and Conference Time

The Board will grant full-time equivalent certificated/licensed staff members, who are assigned a day of six (6) hours or longer exclusive of the lunch period, at least two hundred (200) minutes per week for instructional planning, evaluation, and conferences. A half-time or more certificated/licensed staff member will receive instructional planning, evaluation, and conference time equivalent to the percentage of the school day he/she is employed.

D. School Calendar

Certificated/licensed staff members will be consulted before final approval of the school calendar.

The Russia School calendars shall consist of 184 contract days. The calendars will include 178 days of instruction, two teachers inservice days (flex-time, total of 12 hours), one teacher workday at the beginning of the school year, two parent-teacher conference days, and one teacher workday at the end of the school year.

D. Flex-Time Inservice Days

Certificated/licensed staff members are compensated for two teacher inservice days per contract year. In order for a certificated/licensed staff member to receive compensation for inservice days, a certificated/licensed staff member must complete twelve hours of inservice prior to the last regular school day of the contract year. Twelve hours of inservice must be completed by this date in order for a staff member to receive twelve hours of compensation for teacher inservice.

Teachers may work in their classroom on non-school days with permission of the superintendent. Teachers must submit a written plan to the superintendent outlining items to be covered during their flex time. The proposal must be submitted at least fourteen days in advance of the planned flex time.

All flex-time inservice days shall be pre-approved by the superintendent.

E. Early Dismissal for In-Service

Students will be dismissed at 1:42 p.m. four times during the school year. On three of these days, teachers will attend in-services provided by the administration. The remaining day may be used for teachers to work in their rooms or to work in teams on curriculum and transition issues. (These days may be two hour delays if agreed upon by the administration and staff.)

F. Discipline

1. Discipline may be imposed on members of the bargaining unit for neglect of duty, violations of reasonable policies or directives adopted by the Board, falsification of sick leave, personal leave, or assault leave forms or for other just cause. Discipline will not be imposed based on written or verbal complaints or accusations that are unsubstantiated and/or anonymous.
2. Discipline includes termination, suspension with pay of up to two (2) days, suspension without pay for up to three (3) days, written reprimands and verbal reprimands.

3. Any verbal reprimand(s) will be made in private, and no record shall be made of the incident. A verbal reprimand may only take place after an investigation is completed and any accusations have been substantiated.
4. A written reprimand, signed and dated by the principal, shall be signed and dated by the teacher with a copy given to the teacher and a copy placed in the teacher's personnel file. Such written reprimand may only take place after an investigation is completed, the accusations have been substantiated, and a meeting with the employee is held.
5. Suspensions shall be imposed by the superintendent.
 - a. Before any such suspension is imposed, the employee will be furnished with written notification of the proposed suspension, including the dates and reasons therefore.
 - b. If requested in writing within three (3) working days of the receipt of notification, the employee will be granted a hearing before the superintendent and his/her designee. At such hearing, the employee and/or his/her representative will have the opportunity to present evidence on his/her behalf. The employee may be represented by any person of his choosing at the hearing. Such hearing will be scheduled within ten (10) working days from the receipt of the request from the employee.
 - c. Within five (5) working days following the hearing, the superintendent will provide the employee with a written review of the hearing and the determination and judgement thereof. If the suspension is upheld, the reason (s) will be provided in writing.
 - d. Any suspension challenged by a grievance shall be held in abeyance until an arbitrator has submitted a decision.
6. These discipline procedures are subject to the grievance procedure. Any grievance filed because of action taken under this section will follow the procedure set forth in Article IV except in the case of suspensions when the grievance shall automatically commence at the superintendent's level
7. When the Board effects the termination of an employee's contract, said termination shall be in keeping with the provisions of O.R.C. 3319.16.

G. Inclusion Mainstreaming

1. There shall not be a backlog of students to be tested into special education.
2. Regular classroom teachers are to be included in any diagnostic meetings and in the IEP conference for special education students with specific needs beyond LD tutoring who are included or mainstreamed in their classrooms.
3. If problems arise for the regular classroom teacher as a result of inclusion or mainstreaming of a special education student, there shall be problem solving procedures in place for resolving such issues. (The Board of Education and the Russia Education Association shall develop the procedures by January 15, 1998. Committee shall consist of the two REA representatives, two administrators, and two Board members).

H. Mentor Program

1. Staff member will be paid \$500 to serve as a mentor for a new employee. This will be paid by the Shelby County Educational Service Center if grant funds are available. If funds are not available, the teacher will be paid by the Russia Local School Board of Education.
2. Staff members will not be "required" to be a mentor.
3. Written evaluations of the new employee will not be required by the mentor.

ARTICLE X

OTHER PROVISIONS

A. Savings Clause

If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgement or degree no appeal has been taken within the time provided for doing so, the remainder of the Agreement shall remain in full force and effect and the parties to the Agreement shall thereupon meet within ten (10) days to seek to negotiate substitute provisions which are in conformity with the applicable law.

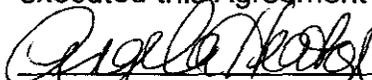
B. Nondiscrimination Pledge

There will be no discrimination, restraint, or coercion by either the Board or the Association, or by an agent or representative of either party against any employee because of his/her membership or non-membership in the Association, participation in Association activities, or because of his/her race, color, religion, handicap, sex, or national.

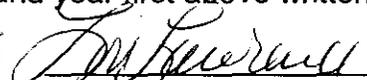
C. Duration of Agreement

This Agreement shall remain in full force and effect from July 1, 2015⁴ to June 30, 2018², and shall continue in full force and effect from year to year thereafter unless written notice of a desire to modify or terminate this contract is served by either party upon the other at least sixty (60) days prior to the aforesaid expiration date, or at least sixty (60) days prior to the annual expiration date of any subsequent year.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and year first above written.

 4-1-15

President Date
Russia Local Board of Education

 4-1-15

President Date
Russia Education Association

 4-1-15

Superintendent Date
Russia Local School

 4-1-15

Treasurer Date
Russia Local School

Exhibit A

GRIEVANCE PROCEDURE FORM

Level _____

Aggrieved Person, Persons, and/or Association _____

Address _____ Phone _____

School _____ Principal _____

Date of Grievance Occurred _____ Date of Formal Filing _____

Person or Persons to Whom Grievance is Directed _____

_____ Initiated on Level _____

State the specific provision of the agreement which you claim has been violated and describe the circumstances:

Action Requested:

Grievant

Date

Exhibit B

GRIEVANCE DECISIONS

LEVEL ONE (Formal) Decision & Reasons Therefore _____

Date _____ Signature _____

Principal

Signature _____

Aggrieved and/or Association Representative *

LEVEL TWO (formal) Decision & Reasons Therefore _____

Date _____ Signature _____

Superintendent

Signature _____

Aggrieved and/or Association Representative *

LEVEL THREE (Formal) Decision & Reasons Therefore _____

Date _____ Signature _____

Board

Signature _____

Aggrieved and/or Association Representative *

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY.

* Signature of the aggrieved and/or Association Representative indicates only receipt and not necessarily agreement with the decision.

Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<p>FOCUS FOR LEARNING (Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p> <p>Evidence</p>	<p>The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.</p>	<p>The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.</p>	<p>The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.</p>	<p>The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.</p>
	<p>ASSESSMENT DATA (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p> <p>Evidence</p>	<p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>The teacher does not use or only uses one measure of student performance.</p>	<p>The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.</p> <p>The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.</p>	<p>The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.</p> <p>The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.</p>	<p>The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.</p> <p>Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.</p>

INSTRUCTIONAL PLANNING

		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p>
	<p>Evidence</p>			<p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>

INSTRUCTIONAL PLANNING

INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p>
	<p>Evidence</p>	<p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>

Instruction and Assessment

		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p> <p>Evidence</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p> <p>Evidence</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>

	Ineffective	Developing	Proficient	Accomplished
<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>
<p>Evidence</p>				

Instruction and Assessment		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	Evidence				

Professionalism		Ineffective	Developing	Proficient	Accomplished
PROFESSIONALISM	PROFESSIONAL RESPONSIBILITIES (Standard 6 Collaboration and Communication ; Standard 7: Professional Responsibility and Growth) <i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short-and long-term professional goals based on self assessment and analysis of student learning evidence.</p>
	Evidence				

Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is not a(n):

- Formal observation;
- “Gotcha” opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers’ summative performance rating: *ineffective, developing, proficient or accomplished*.

Guidelines for Informal Classroom Observations

Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to 20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

Informally Observe As Often As You Can

The principal’s presence in the classroom sends a positive message to teachers: *the principal cares*. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon*.

Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

Make Time to Follow Up

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

Teacher Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

Russia Local School

Formal Observation Report (_____ school year)

Teacher Name _____ Grade Level/Subject _____

Administrator's Name _____ Steve Rose _____

Observation Date _____ Today's Date _____

A = Accomplished S = Skilled D = Developing I = Ineffective N/O = Not observed

_____ Standard 1: Students – The teacher understands student learning and development and respects the diversity of the students they teach.

_____ Standard 2: Content – The teacher knows and understands the content area for which they have instructional responsibility.

_____ Standard 3: Assessment – The teacher understands and uses varied assessments to inform, instruct, evaluate, and ensure student learning.

_____ Standard 4: Instruction – The teacher plans and delivers instruction that advances the learning of each individual student.

_____ Standard 5: Learning Environment – The teacher creates a learning environment that promotes high levels of learning of each individual student.

_____ Standard 6: Collaboration and Communication – The teacher collaborates and communicates with parents, students, other educators, administrators, and the community to support student learning.

_____ Standard 7: Professional Responsibility and Growth – The teacher assumes responsibility for professional growth, performance, and involvement as individuals and as members of a learning community.

Areas for reinforcement:

Areas for refinement:

Commentary:

Check here if an Improvement Plan has been recommended.

Final Summative Rating of Teacher Effectiveness:

Accomplished

Skilled

Developing

Ineffective

The signatures below indicate that the teacher and evaluator have discussed the summative rating. Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and request a second conference with the evaluator. Any additional information will become part of the summative record.

Administrator: _____ Date: _____

Teacher: _____ Date: _____

Exhibit E

Sick Leave Bank Request Form

Bargaining Unit Employee Name: _____ Date: _____

The use of the Sick Leave Bank is designed to meet the needs of the bargaining unit employees upon depletion of both his/her personal sick days and the advancement of 5 sick leave days for the upcoming school year. Utilization of the Sick Leave Bank shall be for the same purposes as personal sick days found in Article VII(B)(1) of the collective bargaining unit agreement.

SAC Committee may require a physician's statement.

Employees are permitted to request up to 20 days from the sick leave bank per year.

Number of days requested from the Russia Education Association: _____

Reason for sick leave bank request: _____

Dates requested for this leave to begin: _____

Bargaining Unit Employee Signature /Date

SAC Committee Chairperson
Signature/Date

Superintendent Signature/Date

PERSONAL LEAVE REQUEST FORM

Name: _____ School: _____

Request to be absent on: _____

Signature _____

Date _____

To be completed by the Principal:

_____ Approved

_____ Disapproved

If disapproved, give reason:

Principal _____

Date _____

To be completed by the Superintendent:

_____ Approved

_____ Disapproved

If disapproved, give reason:

Superintendent _____

Date _____

Russia Local School
Professional Leave Request Form

Name _____ Date _____

Meeting of _____

Brief description of meeting and reason for attendance _____

Date(s): Begins _____ Ends _____

Wish to attend this date(s): _____

	(Circle)	Overnight:	Yes	No	1 night	2 nights	3 nights
Registration Fee	\$	_____					
Luncheon	\$	_____			Yes	No	
Banquet	\$	_____					
Mileage		_____			Yes	No	
Lodging		_____			Need a Sub: Yes	No	

Staff Signature

TO BE COMPLETED BY THE SUPERINTENDENT:

_____ Attendance approved	_____ Attendance disapproved
Allowance Approved:	Disapproved (reason):
Registration Fee _____	_____
Luncheon _____	_____
Banquet _____	_____
Mileage _____	_____
Lodging _____	_____

Superintendent's Signature

Date

(Superintendent - notify principal if sub needed)

RUSSIA LOCAL SCHOOL DISTRICT

PROFESSIONAL MEETING FINANCIAL REPORT (Actual)

Name: _____ Date: _____

Title of Meeting: _____

Place of Meeting: _____

Other Trips Taken This Year For Which You Were Reimbursed: _____

Other Meetings Planned for Current Year: _____

EXPENSE REPORT (Actual)

Please Attach All Receipts

Transportation (Mileage) _____ x .36 = \$ _____

Food: Breakfast _____ Lunch _____ Supper _____ \$ _____

Lodging \$ _____

Miscellaneous (Registration, Parking, Etc.) 1. _____ \$ _____

2. _____ \$ _____

3. _____ \$ _____

TOTAL \$ _____

Teacher: _____

Principal: _____

Superintendent: _____

Your Summary of Benefits

**Shelby County Schools
 Lumenos Health Savings Accounts Option 6
 Effective 9/1/2014**

Government Benefits	BlueCross	BlueShield
Deductible Family coverage requires the family deductible to be met before coinsurance applies. The single deductible does not apply to family coverage.	Single: \$2,000 Family: \$4,000	Single: \$2,000 Family: \$4,000
Out-of-Pocket Limit	Single: \$2,000 Family: \$4,000	Single: \$4,000 Family: \$8,000
Physician Home and Office Services <ul style="list-style-type: none"> Including Office Surgeries, allergy serum, allergy injections and allergy testing 	0%	30%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams	NCS	30%
Emergency and Urgent Care <ul style="list-style-type: none"> Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted) Urgent Care Center Services 	0%	0%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	0%	30%
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 100 days for skilled nursing facility 	0%	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	0%	30%

Blue 7.0 600 Series

Your Summary of Benefits

Covered Benefit	Network	Non-Network
Other Outpatient Services including but not limited to: <ul style="list-style-type: none"> o Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services. o Home Care Services 100 visits (excludes IV Therapy) (Network/Non-Network combined) o Durable Medical Equipment, Orthotics and Prosthetics o Physical Medicine Therapy Day Rehabilitation programs o Hospice Care o Ambulance Services 	0%	30%
Accidental Dental Services \$3,000 per accident (Network and Non-network combined)	0%	30%
Outpatient Therapy Services (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> o Physician Home and Office Visits o Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> o Cardiac Rehabilitation 36 visits o Pulmonary Rehabilitation 20 visits o Physical Therapy: 20 visits o Occupational Therapy: 20 visits o Manipulation Therapy: 12 visits o Speech therapy: 20 visits 	0% 0%	30% 30%
Behavioral Health Services: Mental Illness and Substance Abuse¹ <ul style="list-style-type: none"> o Physician Home and Office Visits o Other Outpatient Services @ Hospital/Alternative Care Facility 	Benefits provided in accordance with Federal Mental Health Parity	30%
Human Organ and Tissue Transplants <ul style="list-style-type: none"> o Acquisition and transplant procedures, harvest and storage. 	0%	30%
Prescription Drugs <ul style="list-style-type: none"> o Network Retail Pharmacies: (30-day supply) Includes diabetic test strip o Home Delivery Service: (90-day supply) Includes diabetic test strip - Specialty medications are limited up to a 30 day supply regardless of whether they are retail or mail service - Member may be responsible for additional cost when not selecting the available generic drug.	0% 0%	30% ² Not covered
Medicare Rx - Wrap		

Your Summary of Benefits



Shelby County Schools - Option4 Blue Access® (PPO) Effective 9/1/2014

Benefit	Network	Non-Network
Deductible (Single/Family)	\$500/\$1,000	\$1,000/\$2,000
Out-of-Pocket Limit (Single/Family)	\$2,000/\$4,000	\$4,000/\$8,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> o allergy injections (PCP and SCP) o allergy testing o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, and non-maternity related Ultrasounds 	\$25/\$25	40%
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations ¹ , Annual diabetic eye exam, Vision and Hearing screenings <ul style="list-style-type: none"> o Physician Home and Office Visits (PCP/SCP) o Other Outpatient Services @ Hospital/Alternative Care Facility 	\$25/\$25 20%	40% 40%
Emergency and Urgent Care Emergency Room Services <ul style="list-style-type: none"> o facility/other covered services (copayment waived if admitted) Urgent Care Center Services	\$150 \$50	\$150 \$50
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> o Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	20%	40%
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> o 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) o 90 days for skilled nursing facility 	20%	40%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> o Surgery and administration of general anesthesia 	20%	40%
Blue 3.0		

Your Summary of Benefits

Benefit	Network	Non-Network
Other Outpatient Services (Combined Network & Non-Network limits) including but not limited to: <ul style="list-style-type: none"> Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 90 visits (excludes IV Therapy) Durable Medical Equipment and Orthotics Prosthetic Devices Prosthetic Limbs Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services 	20%	40%
Outpatient Therapy Services (Combined Network & Non-Network limits) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Physical Therapy: 30 visits Occupational Therapy: 30 visits Manipulation Therapy: 12 visits Speech therapy: 20 visits 	20%	20%
Behavioral Health: Mental Illness and Substance Abuse² <ul style="list-style-type: none"> Inpatient Facility Services Inpatient Professional Services Physician Home and Office Visits (PCP/SCP) Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	20%	40%
Human Organ and Tissue Transplants³ <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	No copayment/coinsurance	50%
Prescription Drugs Network Tier structure equals 1/2/3 (and 4, if applicable) <ul style="list-style-type: none"> Network Retail Pharmacies: (30-day supply) Includes diabetic test strip Anthem Rx Direct Mail Service: (90-day supply) Includes diabetic test strip 	\$10/\$40/\$80	50%, min \$80 ⁵
	\$20/\$80/\$170	Not covered

Your Anthem Benefits

Shelby County Schools
Anthem Dental Traditional (group size 51+)
Summary of Benefits, Effective 09/01/2014

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, exclusions, qualifications, limitations, terms and provisions of the Dental Certificate.

BENEFITS	MEMBER'S RESPONSIBILITY
Annual Deductible (Single/Family)	\$25/\$50 Single/family
Annual Maximum	\$1,500
PREVENTIVE	Covered in full
Diagnostic and Preventive Services (no deductible) <ul style="list-style-type: none"> • oral evaluations • X-rays (bitewing) • cleanings • space maintainers • palliative treatment • other selected diagnostic and preventive services 	
PRIMARY (deductible applied) <ul style="list-style-type: none"> • X-ray (full mouth) deductible does not apply • general anesthesia (surgical procedures) • I.V. sedation (surgical procedures) • amalgam and composite restorations • pin retention procedures • root canal therapy • apexification • therapeutic pulpotomy • other selected endodontic services • simple and surgical tooth extractions • other selected oral surgery services • gingivectomy • osseous surgery • other selected periodontal services 	20%
COMPLEX (deductible applied) <ul style="list-style-type: none"> • crowns/inlays/onlays • partial and full dentures • other selected prosthodontic services 	40%
ORTHODONTIC <p>Orthodontic Services (no deductible) Dependent child to age 25</p> <ul style="list-style-type: none"> • non-surgical dental services related to the supervision, guidance and correction of growing or mature teeth • examination • records • tooth guidance • repositioning (straightening) of the teeth • post orthodontic retention 	40%
Separate Orthodontic Lifetime Maximum	\$1,000

Exhibit M

Russia Local Schools

College Tuition Reimbursement Form

Name of Applicant

Date of Application

Available moneys shall be provided to pay qualified teachers on a first-come, first-serve basis based on the date of initial application.

1. Pre-approval					
Course Terms/Dates	College/University	Course Number	Course Name	Qty/Sem Hours	Fee Per hr
Total					
Potential Reimbursement					
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved			Form route: <input type="checkbox"/> Teacher <input type="checkbox"/> Superintendent <input type="checkbox"/> Treasurer <input type="checkbox"/> Teacher <input type="checkbox"/> Superintendent <input type="checkbox"/> Treasurer cc: Teacher		
_____ Superintendent		_____ Date			

II. Reimbursement	
Upon completion of the course, return this form to the superintendent along with the following Attachments.	
<input type="checkbox"/> Proof of passing grade <input type="checkbox"/> Record/Proof of payment	<input type="checkbox"/> Amount of Payment Due _____ Superintendent's Approval for Payment