



# AGREEMENT

Between

THE ROCK HILL LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

And

THE ROCK HILL EDUCATION ASSOCIATION

JULY 1, 2016 – JUNE 30, 2019

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## ARTICLE 1: RECOGNITION AND BARGAINING UNIT

- 1.01 The Rock Hill Local Board of Education, hereinafter called the "Board", recognizes the Rock Hill Education Association/OEA/NEA, hereinafter called the "Association", as the sole and exclusive representative for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code.
- 1.02 The bargaining unit shall include all certificated/licensed teaching employees employed by the Board and currently performing bargaining unit work or any similar work including, but not limited to, full and part-time Classroom Teachers, Guidance Counselors, Librarians or Media Specialists, Speech and Hearing Therapists, Reading Specialists, and School Nurses.

Excluded from the bargaining unit are all supervisory personnel including the Superintendent, Principals, Assistant Principals, Technology Coordinator, supervisory **personnel not paid on the teachers' salary schedule, and substitute teachers employed on a day-to day basis. The terms "Administrator" and "Supervisor" shall include any** employee having the authority to effectively hire, direct, transfer, assign, promote, discipline, or discharge other employees, or to effectively recommend such action.

- 1.03 The term bargaining unit member, teacher, and employee are synonymous. Part-time is defined as working twenty-nine (29) hours or less per week for purposes for the Affordable Health Care Act.

## ARTICLE 2: MANAGEMENT RIGHTS

- 2.01 The Association shall recognize the right and the authority of the Board to administer the business of the District, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Association shall recognize that the Board has, and will retain, the full right and responsibility to direct the operations of the District, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly including, but not limited to, the following:
1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge reward or discipline for just cause, and to maintain discipline among employees;
  2. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
  3. To determine the District's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
  4. To determine the size and composition of the work force and the District's organizational structure;

5. To determine the standards of quality and performance to be maintained;
  6. To determine the District's budget and uses thereof;
  7. To maintain the security of records and other pertinent information;
  8. To determine and implement necessary actions in emergency situations.
- 2.02 The Association recognizes and accepts that all rights and responsibilities of the Board not specifically modified by this agreement, or ensuing agreements, shall remain the function of the Board. The above enumerated rights shall not abridge, and shall be consistent with, the provisions of this agreement.

### ARTICLE 3: NEGOTIATIONS PROCEDURES

#### 3.01 Composition of Negotiating Teams

- A. The Association shall be represented by a negotiating team of not more than five (5) persons at any one time designated by the Association for this purpose. One of the members of the team shall be designated as chairman.
- B. The Board shall be represented by a negotiating team of not more than five (5) persons at any one time who will be designated by the Board in consultation with the local Superintendent. One of the members of the team shall be designated as Chairman.
- C. Each team shall be authorized no more than two (2) consultants at any one time at each negotiation meeting.
- D. In the event of the unavoidable absence of a permanent member of either negotiating team, a substitute may be used on the appropriate negotiating team. A negotiation meeting may be postponed in an emergency only by notice by one party or by mutual written agreement by both teams.
- E. Negotiations meetings shall not be open to the public.

#### 3.02 Subjects of negotiations shall include the following as further defined by Ohio Revised Code section 4117.08:

- A. Salaries.
- B. Fringe benefits.
- C. Terms and conditions of employment.
- D. Other subjects of mutual agreement.

- E. Continuation, modification, or deletion of existing provisions of this collective bargaining agreement.

### 3.03 Conducting Negotiations

- A. Negotiations shall be conducted pursuant to Ohio Revised Code section 4117.14.
- B. At the first negotiations session, the party initiating the opening of negotiations shall submit its complete proposals. The other party shall submit its complete proposals at the next scheduled meeting or seven (7) calendar days, whichever occurs first.
- C. Initial proposals shall be complete and shall fully set forth that to which agreement is sought. After submission of its initial proposals, neither party may submit new proposals unless the other party agrees to the new submission.
- D. On request, the Board and Superintendent agree to furnish the Association negotiating team with all available data relevant to the items being negotiated within two (2) weeks of the initial request, when possible.
- E. On request, the Association negotiating team agrees to furnish the Board negotiating team with all available data relevant to items being negotiated.
- F. During the period of negotiations, interim reports of progress may be made to the Association by its representatives and to the Board of Education by its representatives. These interim reports shall be truthful and fairly presented.
- G. While negotiations are in progress and prior to impasse, any releases to the news media will be approved and signed by the Chairman of each of the teams.
- H. Upon the request of either team, a negotiations meeting may be recessed for a reasonable time, not longer than thirty (30) minutes, unless otherwise mutually agreed, for the purpose of caucusing.
- I. As negotiated articles receive tentative agreement, they shall be reduced to writing and initialed by each party.
- J. Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next meeting.
- K. Following the presentation of written proposals by both teams, a mutually agreeable agenda and agenda order will be established and negotiating will begin.

### 3.04 Agreement

- A. When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be submitted to the Association for ratification within fourteen (14) calendar days of tentative agreement.

- B. Upon ratification by the Association, the tentative agreement shall be submitted to the Board which will act on the ratified agreement within fourteen (14) calendar days of Association ratification.
- C. When the tentative agreement has been ratified by the Association and adopted by the Board, it shall be signed and dated by both parties and become a contract (Agreement) between the parties for the period stated therein. One signed and dated copy shall be retained by the Board, one signed and dated copy shall be retained by the Association, and third signed and dated copy shall be forwarded to the State Employment Relations Board.

### 3.05 Impasse

- A. Alternate dispute and resolution procedure the parties agree to the following in lieu of the dispute resolution procedure in 4117.14 of the revised code:
  - 1. Either party may declare an impasse in negotiations
  - 2. The parties shall mutually petition the Federal Mediation and Conciliation Service for the assignment of a mediator
  - 3. The mediator shall have the authority to call meetings at times and locations acceptable to the parties. Mediation can be held for thirty (30) days before 3.05 A.4 is declared.
  - 4. After meeting with the mediator either party is free to declare ultimate impasse.
- B. The declaration of ultimate impasse will require the Board to reduce a final offer to writing and present such offer within five (5) calendar days from the declaration of ultimate impasse by either party.
  - 1. The Association will conduct a vote on the final offer, communicating results to the Board.
  - 2. If the offer is rejected, the Association may notify the Board of a notice to strike under 4117.14 (G) (2).

## ARTICLE 4: GRIEVANCE PROCEDURE

### 4.01 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise concerning this agreement. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.

#### 4.02 Definitions

- A. The term "day(s)" when used in this Article shall be work days, i.e., Monday through Friday, including the period of time when school is not in session. Work day(s) shall not be considered holidays, Spring/Christmas break, national holidays or calamity days.
- B. "Teacher" shall mean any member of the bargaining unit.
- C. "Administrator" shall mean Immediate Supervisor, Principal of the school, or his/her designee.
- D. "Grievant" shall mean a member of the bargaining unit, or a group of members of the bargaining unit or the Association.
- E. "Grievance" shall mean a claim by a bargaining unit member(s) that there has been a violation, misinterpretation, or misapplication of this contract between the Association and the Board.

#### 4.03 General Provisions

- A. Any bargaining unit member shall have the right, upon request, to the Association, to be represented by the Association at each formal step of the grievance procedure. No grievant may be required to discuss any grievance if the Association representative is not present. However, any teacher, or group of teachers (in the bargaining unit), shall have the right to present grievances to the proper level and to have such grievance adjusted without the intervention of the Association as long as the adjustment is not inconsistent with this agreement. This does not in any way limit the grievant's future use of the Association's resources and personnel.
- B. The Association has the right to be present for the adjustment of any and all grievances.
- C. Grievances will be processed as rapidly as possible with the number of days indicated at each step to be considered as maximum. Time limits under unusual circumstances may be extended by mutual written consent.
- D. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of this procedure.
- E. The Association shall receive copies of all communications in the processing of grievances.

- F. A grievant(s) shall have the right to be present at any grievance procedure meeting. When the presence of a bargaining unit member or key witness at a grievance hearing is requested by either party, illness or other incapacity of the bargaining unit member or key witness shall be grounds for any necessary extension of grievance procedure time limits.
- G. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, or during the non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the administration or arbitrator, during school hours, all bargaining unit members whose presence is required shall be excused, with pay, for that purpose.
- H. It is agreed that any investigation or other handling or processing of any grievance by the grievant(s) or Association representative shall be conducted so as to result in no interference with, or interruption whatsoever of, the instructional program and related work activities of the teaching staff.
- I. All bargaining unit members shall have the right to file a grievance under this agreement without regard to membership or non-membership in the Association.
- J. All grievances shall be processed through the grievance procedure. The grievance may be withdrawn by the grievant without prejudice.
- K. If the grievance arises from an action of, an authority higher than the Principal of a school, the grievant(s) may present such grievance at step two of this procedure.
- L. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant(s) to proceed to the next step of this procedure.
- M. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the administrator's or the Board's answer at the previous step.
- N. Grievance forms shall be exhibited in the appendix of this agreement and it shall be the exclusive right of the Association to issue forms to grievants.



#### 4.04 Informal Procedure

An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and the bargaining unit member's administrator.

Within ten (10) days of the time a grievance arises, the bargaining unit member will present the grievance to the bargaining unit member's administrator during the work day. Oral statements made in the informal complaint conference shall not be recorded by either party. Within five (5) days after the informal presentation of the grievance, the administrator will give an answer orally to the bargaining unit member.

#### 4.05 Formal Procedure

##### Step One

If the grievance is not resolved informally, the bargaining unit member(s) must, within five (5) days after receipt of the administrator's oral answer, or no longer than fifteen (15) days from the alleged violation, submit to the administrator a signed, written statement of grievance on the official grievance form with copies as indicated on form. The statement of grievance shall name the grievant(s) involved, state the facts giving rise to the grievance, identify all the provisions of this agreement alleged to have been violated by appropriate reference, state the contention of the bargaining unit member (s) with respect to these provisions, indicate the specific relief or remedy requested, and shall be dated and signed by the grievant(s). The administrator shall give the bargaining unit member an answer in writing no later than five (5) days after receipt of the written grievance, with a copy to the Superintendent.

##### Step Two

If the grievant(s) is (are) not satisfied with the disposition of the grievance in step one, it shall be submitted to the local Superintendent or his designee within five (5) days of receipt of the step one report. The local Superintendent, or his designee, and the grievant(s), and his/their representative(s) shall meet within a reasonable time, not to exceed ten (10) days, in an attempt to resolve the matter. Within ten (10) days after this meeting, the local Superintendent or his designee shall write his disposition, forwarding a copy to the grievant(s), the Association and the administrator.

##### Step Three

If the grievant(s) is (are) not satisfied with the disposition at step two, an appeal of the decision shall be made to the Board within ten (10) days of the step two

report. The appeal shall be in writing on the proper form and accompanied by a copy of the decisions at step one and two. No later than fifteen (15) days after receiving the appeal, the Board may hold a hearing (or may exercise the option of going directly to arbitration in step five) on the grievance at a regular or special meeting.

All those listed in step one and section 4.03 (a) shall have a right to participate in this step. Within five (5) days after the hearing, the Board shall communicate its decision in writing and state its reasons to the Association and the grievant(s).

#### Step Four

If the grievance is not resolved at Step 2 the grievance may be referred to grievance mediation or to the Board under Step 5. A mediator shall be selected from a source agreeable to both parties. Sources include, but are not limited to, FMCS, AMS, SERB. The selection of the source shall be made within fifteen (15) **days of receipt of the Superintendent's answer at Step 2. The parties shall hold** the hearing under FMCS Rules of Voluntary Arbitration or SERB rules of grievance mediation.

#### Step Five

If the grievant(s) is not satisfied with the disposition of the grievance in step three or step four, the Association, may request a hearing before an arbitrator by completing the proper form. The Association's request for arbitration shall be made within twenty (20) ten (10) days after the receipt of the Board's decision.

The parties shall jointly request the either Federal Mediation Conciliation Services (FMCS) or Arbitration Mediation Services (AMS) to furnish a list of seven (7) names from which an arbitrator shall be selected by the alternate strike method and notified in accordance with the rules of the FMCS or AMS. The arbitrator's authority shall be limited to deciding whether the express articles of this agreement have been violated the arbitrator shall have no power to alter, add to, subtract from, disregard, or modify any of the terms of this agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted to arbitration and shall have no authority to decide any other issue(s) not so submitted to him or to submit observations or declarations of opinion not directly essential in reaching his decision.

The arbitrator's decision, if within the scope of his authority as set forth above, shall be final and binding on the Association, its members, the grievant(s), and the Board and its administrators, subject to the arbitration provisions of the Ohio Revised Code.

On all grievances affecting salary, the arbitrator may award back pay up to a maximum of three (3) years.

No grievance may be filed concerning a matter which has been made the subject of a charge with a state or federal agency or a complaint in a state or federal court.

The costs for the arbitration shall be shared equally by the Association and Board.

#### ARTICLE 5: PROFESSIONAL COUNCIL

- 5.01 The parties agree to establish a committee to function during the term of this agreement to develop approaches and possible solutions to matters of vital concern both to the Board and the Association. Council will meet quarterly with the first meeting before the start of school.
- 5.02 A professional council is to be established as follows:
- A. The Board and the Association agree to establish a professional council to study, explore, and make recommendations to the parties during the life of this agreement concerning the problems referred to the committee by the parties.
  - B. The council shall consist of not more than six (6) members from the Association and not more than six (6) representatives of the Board. Association members will be selected by the Association president or his/her delegate, one of whom will act as co-chairman. The Board representatives will be selected by the local Superintendent, one of whom will act as co-chairman.
  - C. Each party shall pay the expenses incurred by its permanent committee members.
- 5.03 The council function shall be to outline the problems that concern the parties and to the extent that mutual agreement may be reached, endeavor to find ways of accomplishing such objectives consistent with the provisions of this agreement.
- 5.04 The council shall not engage in collective bargaining nor in any way modify, add to, or detract from the provisions of this agreement. Parties will discuss health plans, benefits and any related legislative issues relating to healthcare.
- 5.05 The council shall be established on a permanent basis during the life of this contract and meet at least quarterly. The co-chairman will establish the agenda, time, and place for the meeting of the council.

## ARTICLE 6: REDUCTION IN FORCE

6.01 When any of the following circumstances occur, the Board may make a reasonable reduction in force, pursuant to Ohio Revised Code section 3319.17.

- A. A reduction in pupil enrollment;
- B. The reduction of a program, provided that such reduction is not for arbitrary or discriminatory reasons;
- C. A bona fide consolidation; or
- D. A return to duty of a regular teacher after leave(s) of absence.

### 6.02 Attrition

Where known and where possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for teachers who retire, resign, and are non-renewed on the basis of performance or by approved leaves. However, to achieve educational aims, it may be necessary to hire some replacements for some positions if other teachers in the system do not possess proper certifications.

### 6.03 Implementation

For the purpose of reduction in force and recall, all bargaining unit members in the Rock Hill School District shall be placed on a seniority list (in accordance with Article 23 of this agreement) in their areas of certification. Teachers shall be placed on all lists for which they are certified. The seniority list(s) shall include the following information:

- A. Member's name
- B. First day worked
- C. Contract status (continuing or limited).
  - 1. Bargaining unit members holding limited contracts shall be laid off first, in reverse order of their evaluation scores, i.e. lowest scored member is the first to be laid off.
    - a. If there is a tie in evaluation scores, the least senior employee will be laid off first.
    - b. A bargaining unit member subject to a reduction in force can replace a less Senior bargaining unit member in the classification of their certification who has a lower evaluation score. The replacing bargaining unit member must be currently certified in the area into which they are moving. The Board and Association agree R.I.F. procedures in this agreement must comply with O.R.C. 3319.17
    - c. Bargaining unit members holding continuing contracts shall be given performance evaluations. Bargaining unit members holding continuing

contracts shall be laid off second in reverse order based upon their performance evaluation.

2. Layoff shall occur by suspension of contract.
3. A member to be laid off due to RIF shall be given ten (10) days advance written notification prior to the implementation of the RIF. The Association shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the Board's action to implement the RIF.
4. All members laid off shall be placed on a recall list.

#### 6.04 Layoff Rights

A bargaining unit member on layoff status shall have the following rights:

- A. The right to continue receipt of group insurance coverage at the member's expense.
- B. The right to retain seniority credit during the period of layoff.
- C. Teachers on a reduction in force list may work as substitute teachers in the District without jeopardizing their employment status.
- D. Recognition of additional certification(s) earned or reported while on layoff status for recall purposes, provided such information is filed with the Board prior to recall.
- E. Teachers will remain on laid off status and a reduction in force list for a period of up to twenty-eight (28) months following their suspension.
- F. If a teacher on the reduction in force list accepts employment for a full year in another school District, the teacher shall so notify the Superintendent immediately and will be removed from the reduction in force list, and the teacher must make application for employment in accordance with established procedures if they desire to be considered for employment by the Rock Hill School District.

#### 6.05 Recall Rights

- A. Teachers on a reduction in force list shall be responsible for keeping the administration informed as to their current address. Notification for re-employment by the administration of specific teachers on the RIF list shall be registered or certified letter to such current address as is available.
- B. Laid-off employees holding continuing contracts shall be recalled first, in reverse order of evaluation scores, i.e. most senior laid off employee, first recalled. Laid-

off employees holding limited contracts shall be recalled second, in reverse order of seniority.

- C. The failure of said teacher to accept the offer of re-employment within ten (10) calendar days of the delivery date, unless excused for illness or other reasons approved by the administration, will be considered as a rejection of that offer, and thus will authorize the removal of that teacher for the RIF list. It will be assumed that delivery has occurred within two (2) days of mailing (registered mail) unless otherwise proven.
  - D. No new teachers shall be employed by the Board while there are teachers on the reduction in force list who are certified for any opening of a teaching position.
  - E. All benefits to which a teacher was entitled at the time of layoff, including unused accumulated sick leave, will be restored upon return to active employment, the individual will be placed on the proper step of the salary schedule for his current position according to his/her experience and education. A teacher will not receive increment credit for time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring tenure.
  - F. This procedure shall continue until all employees on layoff status have been recalled, have retired, or have voluntarily resigned.
- 6.06 Nothing contained in this article shall abridge the Board's right to non-renew a limited contract teacher as such rights exist according to existing law.
- 6.07 Only the procedure by which reduction in force is carried out shall be subject to the grievance procedure and arbitration provisions of this agreement.

## ARTICLE 7: VACANCIES AND TRANSFERS

### 7.01 Vacancy

- A. The Superintendent shall determine when a vacancy exists and whether it shall be filled.
- B. Before recruiting new employees, present employees who are qualified will be considered first for the position. Upon considering present teachers, seniority, certification, and training will be considered.

### 7.02 Transfers and Reassignments

- A. Whenever a vacancy is to be filled, the local Superintendent shall post notice of the position with the job title, location(s) of the positions, and

certification required. Such notices shall be posted by delivering copies to the Association **president, posting the notices on the school's web site,** and posting a copy alongside the sign in sheet in each building in the District including the central office for a period of five (5) days.

- B. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the local Superintendent no later than five (5) working days after the posting.
- C. Consideration of teachers to fill a vacancy shall be based upon the following factors:
  - 1. The teacher possesses a valid certification/license at the time of application for the area(s) listed in the vacancy notice.
  - 2. The applicant with the most qualifications and highest performance evaluation shall be first considered. Seniority will be used to break any tie between two (2) applicants.
- D. Any teacher, denied a requested transfer, having more seniority than the teacher granted the position, shall be granted a conference upon request, with the local Superintendent, who shall give reasons for such denial. The conference shall be requested within ten (10) days of the denial and shall be scheduled within fifteen (15) days of the request. At such conference, the teacher may be represented by one (1) person of his/her choice.

### 7.03 Involuntary Transfers or Reassignments

- A. Where possible, qualified volunteers will be considered for positions prior to making involuntary transfers or reassignments. A teacher being involuntarily transferred or re-assigned will only be placed in a position for which the teacher is certified. A teacher may meet with the Superintendent to discuss an involuntary transfer or re-assignment.
- B. Any member of the bargaining unit who is being involuntarily reassigned or involuntarily transferred shall be notified in writing of such reassignment or transfer on or before July 15, except in circumstances when the operational needs of the District require the transfer of a teacher. Within fifteen (15) days of notice, such teacher(s) involuntarily reassigned or transferred shall be granted a conference upon request with the local Superintendent and building administrator who shall give reasons for such reassignment or transfer. At such conference, the teacher may be represented by one (1) person of his/her choice.

- C. The Superintendent shall have the authority to involuntarily transfer provided the teacher is given written notice, reasons, and the opportunity for a conference, as set forth in paragraph b above. No involuntary transfer shall occur during the school year except in emergency situations where the operational needs require a transfer during a school year.
- D. An involuntary transfer or reassignment shall be defined as a transfer required by the Superintendent to a different building or grade.
- E. When the Superintendent transfers a teacher to a position in which the **teacher is not "highly qualified" to teach, the Superintendent will attempt** to assist the teacher in accomplishing the requirements to become highly qualified.
- F. Upon the last work day of the preceding school year, the building Principal shall notify any teacher, upon request, of his/her assignment for the following year.

#### 7.04 Promotions to Vacant or New Administrative Positions

The Board declares its support of a policy of filling vacancies in administrative positions from within its own teaching staff provided they have satisfactory qualifications, certification, and are the most qualified applicant.

- A. Whenever new positions or vacancies in administrative positions occur, the local Superintendent will post notice of the position with the job title by delivery of a copy of the notice to the Association president five (5) work days before the position is filled.
- B. Any teacher interested in being promoted to the new administrative position or vacancy shall notify the local Superintendent in writing during the five (5) day period the position is posted.

#### ARTICLE 8: SEVERANCE PAY

8.01 The Board shall pay severance pay under the provision of Ohio Revised Code section 124.39 for accumulated but unused sick leave according to the following provisions:

- A. Each teacher who qualifies shall receive twenty-five percent (25%) of his accumulated sick leave up to a maximum of eighty (80) days.



- B. Payment will be made at the per diem rate of the teacher's last day of full employment.
  - C. Payment will be made only if the teacher is accepted for retirement by the State Teachers Retirement System. The teacher must retire within ninety (90) days of his/her last day of service at Rock Hill.
  - D. A teacher must have a minimum of ten (10) years of service in Rock Hill, the state, any Ohio political subdivision, or combination thereof, to be eligible for severance pay.
- 8.02 Once severance pay has been received by the retiree, all unused accumulated sick leave is surrendered and forfeited. No more than one payment shall be made to any teacher.

## ARTICLE 9: LEAVES OF ABSENCE

### 9.01 Personal Leave

- A. Each teacher will be allowed a maximum of four (4) days with pay to be used for necessary personal and/or business matters not covered by other types of paid leave (sick leave, bereavement, etc.) during the school year. Personal leave will be granted without justification or explanation by the teacher. Personal leave will not be allowable immediately before or after any holiday or vacation. Personal leave will not be accumulative from one year to the next. Two personal leave days can be taken consecutively with prior approval of the Superintendent.
- B. Each request or such leave shall be made by written application to the building Principal who will, in turn, forward the request to the Superintendent. This request form shall designate the date of the day's leave and shall be filed, except in an emergency, at least twenty-four (24) hours before the day of leave requested in order that suitable replacement or substitute can be obtained. The Superintendent shall have the right to limit the number of personal leave requests granted on any given school day, thus ensuring that the normal operation of the school system will not be materially affected by such leave.
- C. Any unused personal leave shall be counted as unused sick leave and may be accumulated as such. As an alternative to such accumulation, the employee may elect to be paid for the remaining personal leave, by receipt of a one-time payment equal to pay for twenty-five (25) percent of the unused personal leave time. Such election to receive pay shall be made in writing the last day of May, to be paid the last pay in June.

## 9.02 Professional Leave

A. Professional leave may be granted at the discretion of the Superintendent for the following purposes provided sufficient notification of not less than ten (10) school days is given:

1. Attendance at workshops, seminars and professional improvement sessions designed to improve the effectiveness of the teacher's skills;
2. Educational trips; and
3. Visitations to other schools.

Travel, hotel, meals and registration expenses incurred during such professional leave shall be reimbursed upon the filing of the appropriate expense voucher with the Board Treasurer which must be filed within sixty (60) days for reimbursement.

B. The Association shall be granted five (5) days Association leave per school year. Such leave may be used to attend Association representative assemblies and to attend to Association business. Such leave shall be non-cumulative. The Association president shall decide which members will use these days. No costs and/or expenses shall be paid by the Board of education.

C. Written verification of attendance of the professional leave function shall be provided to the Superintendent.

## 9.03 Sick Leave

A. Sick leave accumulation each full time employee shall be entitled to fifteen (15) days sick leave with pay for each year under contract which shall be credited at the rate of one and one-fourth (1 1/4) days per month.

1. Sick leave days shall be deducted in the following increments:

Time absent	Leave Days Deducted
0-2 hours	1/4 day
2-3 1/2 hours	1/2 day
3 1/2 hours or more	1 day

The Board shall allow the number of unused sick leave days to be accumulated up to a total of three hundred fifty (350) days.

B. Use of Sick Leave

Pursuant to Ohio Revised Code section 3319.141 teachers, upon approval of the responsible administrative officer of the school District, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.

C. Death Leave

Up to five (5) days of sick leave may be taken for a death in the immediate family. Definition of immediate family, husband, wife, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, step children, grandchildren, and grandparents. Additional days may be granted upon request to the Superintendent. The Superintendent may grant this leave for the death of other persons where such leave is justifiable.

D. Sick Leave Notification

The Treasurer shall notify teachers through the payroll of their total unused days of sick leave accumulated over the duration of their employment.

E. If medical attention is required, an employee shall furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. Such statement shall list the name and address of the attending physician and the dates when he/she was consulted. Falsification of a statement is grounds for suspension or dismissal.

F. An employee who transfers from one public agency in Ohio to employment with the Board shall be credited with the unused balance of his accumulated sick leave, not to exceed two hundred (200) days. To receive such credit, a new employee shall present to the Superintendent, a certification from the public agency stating the number of days of unused sick leave credited to that employee at the time of the termination of employment.

G. Employees who use more than five (5) consecutive days of sick leave will be **required to submit a doctor's** statement before returning to work, which attests to their ability to resume their position.

H. Employees who have exhausted all available paid leave, including personal leave, shall be eligible to receive sick leave transfer during periods of catastrophic illness as defined as a severe illness or sudden medical condition.

1. The Association President shall compile a list of any members willing to donate to the bank by September 15<sup>th</sup> of each school year.
2. The Association President will prioritize the list of members wishing to donate according to the number of sick leave days they have accrued (i.e. those with the most will be placed at the top).
3. When a member contacts the President and identifies a need to borrow days from the bank, the Association President will contact the members of the donation list and complete the transfer form at that time for no more than a total of five (5) days per member per school. An employee must have a balance of seventy-five (75) days after any transfer of sick

leave to another employee and may not transfer more than ten (10) days per year.

4. The Superintendent shall grant or deny the requested transfer at his/her discretion.
5. The recipient's daily base rate of pay shall be used to calculate payment under this transfer article.
6. Also, employees shall not receive in excess of twenty (20) days of transferred leave during any given school year. Any additional days over the twenty (20) may be granted at the discretion of the Superintendent, **the Superintendent's** decision is not grievable under the terms of this contract.

#### 9.04 Assault Leave

A teacher who is required to be absent due to physical disability resulting from an assault, which occurs in the course of Board employment, while on duty on school grounds, during school hours, or where performing assigned duties at a school-sponsored function, shall, after using five (5) days of accumulated and unused sick leave, be eligible to receive assault leave. (where the teacher has no unused sick leave or is not eligible for an advancement of sick leave, this condition will be waived.) Upon determination of eligibility by the Board, such leave shall be granted not to exceed twenty (20) days upon the delivery to the central office of a statement signed by the teacher on forms prescribed by the Board and maintained by the central office. Such statement will indicate the nature of the injury; the date of its occurrence; the identity of the individual (s), if known, causing the assault; the facts surrounding the assault; and the willingness of the teacher to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the teacher shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

#### 9.05 Jury Duty and Witness Leave

The Board shall grant full pay when a bargaining unit member is summoned for jury duty or subpoenaed as a witness in any court of statutory body of competent jurisdiction. All compensation received for such duty shall be remitted by the bargaining unit member to the Treasurer unless such duty is performed on non-teaching days or times. Documentation of the subpoena must be provided.

#### 9.06 Military Leave

Military leave shall be granted in accordance with sections 3319.14 and 5923.05 of the Ohio Revised Code.

## 9.07 Medical Leave

- A. Medical leave of absence shall be granted to a teacher who has exhausted his/her sick leave and is still unable to return to work. Medical leave shall only be granted upon the submission of a doctor's certificate indicating both the necessity for such leave and the reasonableness of anticipated return. Such leave will begin on the day that sick leave is exhausted.
- B. Written application for medical leave shall be made to the local Superintendent one (1) week prior to the date medical leave is to begin.
- C. Medical leave will be granted for any period not to exceed two (2) consecutive years.
- D. The Board shall be responsible to continue paying its portion of the cost of all fringe benefits during the remainder of the month that the teacher goes on medical leave and for one (1) additional month. Subsequent thereto, the employee may maintain insurance at the group rate, through the employer, by reimbursing the employer, so long as on leave, if permissible under the Board's insurance contract. If the employee's premium payment is not paid by the first of each month, the benefit may be canceled.

After exhaustion of accumulated sick leave, the Board may extend the payment of fringe benefits upon verification of application being made for disability benefits with state teacher's retirement system until such time as a decision is rendered by STRS.

- E. An employee on medical leave who intends to return to work at the beginning of the next school year shall file an application for reinstatement by July 10th for the next school year.

Such application shall be accompanied by a doctor's statement indicating that the employee is, or may be reasonably capable of, returning to work. The employee shall also submit a doctor's statement on the actual return date, certifying medical fitness to carry out assigned duties and responsibilities.

- F. It shall be the duty of the employee to notify the Superintendent in writing of his/her intention to return to work.
- G. Upon return to service, the employee shall resume the contract status held prior to the medical leave of absence.

If the teacher returns during the same school year, then the teacher shall be reinstated to the position the teacher was in prior to the leave.

If the teacher returns subsequent to the end of the school year in which the leave began, the teacher shall be reinstated to the same position the teacher was in prior to the leave, if available, and if not available, then shall be reinstated in a position in which the teacher is certified.

- H. Upon any employee being on a specified medical leave failing to provide a certificate of disability or obtaining employment elsewhere, the leave and all rights thereunder, including payment of retirement, may be canceled. Reinstatement may be at the time originally specified.

9.08 Pregnancy Leave:

- A. Bargaining unit members may use accumulated sick leave, or advancements thereof, for absence due to disability caused or contributed to by pregnancy.
- B. Bargaining unit members for whom sufficient sick leave is not available to cover the period of disability caused or contributed to by pregnancy shall be granted an unpaid leave of absence for that portion not covered by sick leave.
- C. Prior to returning to duty from pregnancy leave, the bargaining unit member shall furnish a statement from the attending physician that the employee is physically able to perform the employee's assigned duties.
- D. Application for leave of absence due to disability caused by or contributed to by pregnancy shall be in writing. This application shall be filed as soon as possible.
- E. Payment of fringe benefits shall be under the same terms as medical leave 9.07 d. (first paragraph), upon exhaustion of sick leave.
- F. Reinstatement shall be pursuant to the same time as medical leave 9.07 .

9.09 Educational Leave

- A. The Board may grant an employee a leave of absence without pay for educational purposes. Such leave shall not exceed two (2) school years. Upon return from said leave, the bargaining unit member shall be returned, pursuant to the same terms as set forth in the medical leave provisions -9.07 g.
- B. To qualify for educational leave, an employee shall be a full-time student during the normal school year and shall provide documentation of enrollment and completion of each quarter or semester.
- C. While on a leave of absence, the employee shall have the right to continue all group medical insurance and other group fringe benefits by paying the premium at the group rate paid by the Board, pursuant to the terms and provisions of the Board's insurance policy. The payment of the premium shall be made to the Treasurer of the Board.
- D. Upon an employee on such leave failing to provide such documentation, then the Board may cancel the leave and all benefits, including payment of retirement, and the employee would be ineligible for reinstatement at the time initially specified.

9.10 No leave of absence shall be taken for the purposes of obtaining employment elsewhere. Should an employee, while on a leave of absence, become employed elsewhere, such leave and all rights thereunder may be canceled, including payment of retirement. Reinstatement may be at the time originally specified.

9.11 Child Care/Adoption Leave

A member who is expecting or adopting a child shall be granted unpaid leave of absence not to exceed twelve (12) weeks of Family Medical Leave upon filing the required FMLA Forms and **Doctor's** certification for their request thirty (30) days prior to the date the leave is requested to start and end. Employees without enough paid leave accruals will be given unpaid leave. The Employee must pay their share of the Health Insurance premiums during this twelve week leave with the Board paying their share.

ARTICLE 10: SALARY AND PAY PERIOD

10.01 Teachers pay will be direct deposited in the bank of their choice on a twice monthly on the schedule of the 15<sup>th</sup> and the 30<sup>th</sup>, in twenty-four (24) equal installments.

10.02 The following shall be the salary schedule index.

	ND	BA	5yrs	MA	MA+30
Step 0	.8650	1.0000	1.0380	1.0950	MA +\$100
Step 1	.9000	1.0380	1.0810	1.1430	MA +\$200
Step 2	.9350	1.0760	1.1240	1.1910	MA +\$300
Step 3	.9700	1.1140	1.1670	1.2390	MA +\$400
Step 4	1.0050	1.1520	1.2100	1.2870	MA +\$500
Step 5	1.0400	1.1900	1.2530	1.3350	MA +\$600
Step 6	1.0400	1.2280	1.2960	1.3830	MA +\$700
Step 7	1.0400	1.2660	1.3390	1.4310	MA +\$800
Step 8	1.0400	1.3040	1.3820	1.4790	MA +\$900
Step 9	1.0400	1.3420	1.4250	1.5270	MA +\$1000
Step 10	1.0400	1.3800	1.4680	1.5750	MA +\$1100
Step 11	1.0400	1.4180	1.5110	1.6230	MA +\$1200
Step 15	1.0440	1.4600	1.5580	1.6750	MA +\$1300
Step 20	1.0480	1.5020	1.6050	1.7270	MA +\$1400
Step 25	1.0520	1.5440	1.6520	1.7790	MA +\$1500
Step 30	1.056	1.586	1.699	1.831	MA+\$1600

10.03 The following shall be the salary schedule in Appendix C, D, E reflecting a 3% increase to the base for the 2016-2017 school year; a two percent (2%) increase to the base for the 2017-2018 school year and a two percent (2%) increase to the base in the 2018-2019 school year.

10.04 Salaries may be rounded to the nearest dollar

10.05 If the district loses the Duke Energy money or the guarantee money is lost as a result of the biennium budget, then the last two (2) years shall be re-negotiated.

10.06 Masters + 30 shall be defined **as those hours after the Master's Degree which must be graduate hours, unless an undergraduate course can be used to renew a certificate, license or obtain an additional teaching area on member's certificate.**

## ARTICLE 11: INSURANCE

### 11.01 General Provisions

- A. The Rock Hill Local School District will be a member of the Lawrence County insurance consortium effective May 1, 2001.
- B. Distribution of explanation or coverage (s)
  - 1. As amendments and/or changes in insurance coverages or carriers are made, a member of the bargaining unit will receive a written description, prepared by the carrier, of such amendments and/or changes. This written description shall be provided to the members of the bargaining unit within sixty (60) days of the amendment and/or change.
- C. Right to change coverage status
  - 1. A member of the bargaining unit may change the coverage status (single or family) effective the first (1st) of any month, subject to the rules and regulations of the carrier.
- D. The Association shall be given notice of any change in insurance carriers which affects bargaining unit members. Further, any policy purchased must be substantially similar to the current level of benefits. Any change in policy benefits during the term of this contract shall cause effected benefit provisions of the policy to be negotiable, unless agreed to by the Association.

### 11.02 Insurance - Medical and Hospitalization

The Rock Hill Board of Education shall pay 84% of the monthly premium for full-time bargaining unit members during the life of this contract for comprehensive major medical and hospitalization insurances. The Bargaining Unit members will be responsible for paying the remaining sixteen percent (16%) of the premium. All employees whose initial contract starts after July 1, 2013 will pay twenty percent (20%) of their premium for the plan selected and the Board will pay eighty percent (80%) of the selected plan. The parties agreed to reopen Article 11 for 2014-2015, 2015-2016 school years.

11.03 The Board shall provide each full-time bargaining unit member with a choice of a single or family dental and vision plan with the Board paying eighty percent (80%) of the premium and the bargaining unit member paying the remaining twenty percent (20%) of the premium from the plan chosen.



- 11.04 The Board agrees to pay 100% of a \$50,000 life insurance premium for each employee for the life of this contractual agreement effective 7-1-98. The Board will also permit the employees to pick up an additional amount of life insurance.
- 11.05 The Board shall pay 100 per cent of the cost of providing a cafeteria 125 plan for employees. Participation in the 125 plan shall be at the option of the employee.
- 11.06 The Board of Education will pay to each full-time bargaining unit member who is **currently enrolled in the school district's health insurance plan on July 1, 2010 and who** opts out of coverage provided by the Board of Education a payment of \$1000.00.

#### Insurance Incentive Programs

1. Bargaining unit members who will be eligible for this program will be:
  - a. Members who are enrolled in the insurance program as of July 1, 2010 and continue to be eligible for medical insurance.
  - b. All new employees who are eligible for the insurance program and are employed after July 1, 2010.
2. Each member must notify Rock Hill Local School District in writing of his/her intent to opt-out of the insurance program. Members must provide proof to the District Treasurer of other health insurance coverage to be eligible for this opt-out program.
3. Each member opting out of the program must remain out of the program for the entire period of time for twelve (12) month of the following year and must be actively employed by the Rock Hill Local School District to be eligible for reimbursement.
4. Persons who are eligible for this program and who are enrolled in the family coverage or new employees eligible for family coverage opting-out shall be reimbursed \$1000.00 annually.
5. Persons who are eligible for this program and who are enrolled or eligible for single coverage or new employees eligible for single coverage opting out shall be reimbursed \$1000.00 annually.
6. A participant in the program will be reimbursed only under the above stipulations.
7. Each eligible member opting-out of the School District-approved insurance program shall be reimbursed the second pay in the thirteenth month after the election opt-out.
8. Any bargaining unit member who elected to opt-out of the School District approved insurance program who involuntarily loses other insurance coverage

through a unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the School District -approved insurance program subject to the provisions of the contract with the carrier. Notice of intent to enroll will be provided to the School District not later than the third Monday of the month following a qualifying event will become effective subject to the provisions of the contract with the carrier.

9. Any bargaining unit member who elected to opt-out of the School District approved insurance program may enroll in the program beginning with the open enrollment period of each year. For enrollment in the open enrollment period, a request for enrollment must be made in a timely fashion subject to the provisions of the contract with the carrier.
10. A bargaining unit member who opted-out of the insurance program and who re-enrolls under the above conditions shall be paid by the School District all insurance incentive monies for that opted-out year on a pro-rated basis.

## ARTICLE 12: CONTRACT SEQUENCE

The Board shall provide a systematic approach to the granting of limited contracts of up to five (5) years in duration.

- 12.01 Contracts are of two types: limited and continuing. Limited contracts will be entered into for a term of not more than five (5) years. Under a limited contract a teacher has no vested right to reemployment after the expiration of the term provided for in the contract. The Board shall enter into a limited contract with each teacher that holds a provisional certificate.
- 12.02 The policy for limited contracts shall be as follows: A beginning teacher will be offered a one (1) year contract. At the end of that period, if the teacher's performance is satisfactory, the teacher will be offered a two (2) year contract. At the end of this two (2) year period, the teacher, if his performance is satisfactory, will be offered a three (3) year contract. This three (3) year contract will be followed by a five (5) year contract. All later contracts offered to a teacher after the first three (3) year contract will be five (5) year contracts or continuing contract, as applicable.
- 12.03 Continuing contracts will be granted to those bargaining unit members who meet all legal requirements all allowed by the Ohio Revised Code and who are recommended by the Superintendent and approved by the Board.  
  
If, at the time of determining whether to award continuing contracts to eligible bargaining unit members, the Board is considering whether to implement a reduction in **force (except for a reduction based on a member's return from a leave of absence)**, the Board may act on members eligible for continuing contracts before suspending contracts as a part of the reduction in force.
- 12.04 Contracts and salary notices will be sent on or before July 1 each year.

ARTICLE 13: SUPPLEMENTAL CONTRACTS

- 13.01 The Association shall be notified of all supplemental vacancies, but the filling of the positions does not have to comply with Article 7 of this agreement.
- 13.02 Acceptance of a supplemental contract shall be voluntary.
- 13.03 The Board shall provide to the bargaining unit member written notice of its intent to non-renew the member's supplemental contract on or before April 30th in the year the contract is set to expire. Failure of the Board to provide timely notice of intent to non-renew or to act in a timely manner on the non-renewal shall result in the automatic renewal of the contract. A bargaining unit member's performance in a supplemental position shall not have an adverse affect on the member's regular teaching contract.
- 13.04 Supplemental contracts shall be calculated at a percentage of the BA base pay (step 0) according to the following schedule:

12.0 percent of base

- Sr high assistant football coaches
- Sr high boys track coach
- Sr high girls track coach
- Sr high cross country coach
- Sr high j.v. basketball coach
- Sr high cheerleader sponsor
- Sr high baseball coach
- Sr high and jr high assistant band director
- Sr high assistant basketball coach
- Jr high head football coach (7th and 8th)
- Jr high cheerleader sponsor
- Sr high girls volleyball coach
- Sr high girls softball coach
- Sr high girls basketball coach (9<sup>th</sup> grade)

10.0 percent of base

- Jr high boys track coach
- Jr high girls track coach
- Jr high basketball coach (8th grade)
- Jr high basketball coach (7th grade)
- Jr high girls basketball coach
- Sr high assistant track coach
- Sr high assistant baseball coach
- Golf coach
- Jr high assistant football coach
- Sr high girls assistant softball coach

5.0 percent of base

Middle school assistant track coach – boys  
Middle school assistant track coach – girls  
National junior high honor society  
Sr high yearbook sponsor  
Jr high yearbook sponsor  
Sr class sponsor (3)  
Jr class sponsor (3)  
National honor society sponsor  
Quiz bowl high school sponsor  
Quiz bowl middle school sponsor  
Professional development committee members  
Student Learning Objective (SLO) Committee

3.0 percent of base

Mentoring

2.0 percent of base

District special Olympics coordinator

Teachers assigned to the District Leadership Team, Building Leadership Teams or detention will be paid \$15.00 per hour for each hour served after the school day ends when approved by the Building Principal or Superintendent.

13.05 Salary increases will be given to individual groups if and when enacted.

#### ARTICLE 14: JUST CAUSE

14.01 No bargaining unit member shall be disciplined, reduced in rank or compensation, or demoted, without "just cause".

14.02 The following system of progressive discipline will be followed:

- A. Verbal reprimand
- B. Written reprimand
- C. Suspension without pay
- D. Discharge

The nature of the offense or action may determine at which step the progression will begin. Verbal or written reprimands that have exceeded two (2) years will not be used in determining future discipline if no other intervening discipline has occurred during the two (2) years.

14.03 The bargaining unit member's supervisor shall investigate the incident prior to beginning any disciplinary action.

A notice of a pre-disciplinary conference shall be given to the member who is the subject of the pending suspension without pay or dismissal. The member of the bargaining unit for whom the disciplinary action was called may have an Association representative present at such conference.

The notice will give the time, date, and place of the scheduled conference and shall provide at least twenty-four (24) hour notice.

14.04 An Association representative and/or a legal consultant shall be permitted to attend the investigatory interview of a member whenever disciplinary action may be contemplated against that member.

At the conference, the bargaining unit member shall be provided the opportunity to present his/her side of the story and respond to the allegations should he/she desire to do so.

14.05 Any disciplinary action shall be appealable through the grievance procedure. A grievance on termination may be filed by the employee or Association directly to step 3 of the grievance procedure in Article 4.

14.06 This article supersedes Ohio Revised Code 3319.16.

#### ARTICLE 15: SUBSTITUTION REIMBURSEMENT FOR REGULAR STAFF

15.01 Teachers who serve as substitutes during a planning period or bring additional pupils into their rooms (except for study hall unless another **teacher's** class is added in this situation the regular study hall teacher will be paid for one period substituting) during the day shall be compensated according to the following provisions:

A. Middle School scheduling when it is done on a block schedule shall be reimbursed twenty-five dollars (\$25.00) per block or twelve-fifty (\$12.50) per half block.

B. Senior high personnel shall be compensated at the rate of \$16.67 per period based on a six (6) period day.

C. Elementary personnel (or as it might apply in some secondary programs) shall be reimbursed at the rate of \$12.50 per period and \$25.00 for  $\frac{1}{4}$  day and \$50.00 per half day and \$100.00 for a full day (used for a regular substitute) whenever a teacher's total class is increased beyond the state's recommended ratio of 25 - 1 or normal work load in regular classes or the maximum recommended number

of students per teacher in any special program due to the bringing in of students from another class or other classes.

- 15.02 All such substituting shall be voluntary.
- 15.03 A standard form shall be readily available for staff to use to report such service to the building Principal.
- 15.04 The above rates are based on the present rate paid substitutes which is \$100.00 per day. If this rate increases, the above rates will be increased proportionately.

#### ARTICLE 16: PERSONNEL FILE

- 16.01 Each bargaining unit member shall have the right, upon request, to review as soon as possible, but not later than two (2) work days, the contents of his/her personnel file, and to receive a copy at cost of any documents contained therein. A bargaining unit member shall be entitled to have a representative of his/her choice accompany him/her during such review.
- 16.02 If an unfavorable statement or notation is in the file, the bargaining unit member shall be given the right to attach a statement of rebuttal or explanation to the statement or notation.
- 16.03 No anonymous material relating to character, job performance, shall be included in the bargaining unit member's personnel file.
- 16.04 Any communication from an administrator regarding job performance or discipline of a bargaining unit member that is intended to become a part of the bargaining unit member's file, shall be reviewed by the Principal and bargaining unit member involved, and such bargaining unit member shall be afforded the opportunity to file a written reply to be attached to the communication.
- 16.05 At no time and under no circumstances shall a bargaining unit member's confidential personnel file be opened to the public or any part of the contents thereof revealed, conveyed, or in any manner transmitted directly or indirectly to the public or members of the news media by the Board or the administrative staff, or their agents, unless by court order, subpoena, permission of the bargaining unit member, or to be used in judicial or arbitration proceeding. The Board will comply with Ohio Revised Code 149.43 (Public Records Law).
- 16.06 No derogatory correspondence that is received from the public regarding a bargaining unit member will be placed in a bargaining unit member's file.
- 16.07 There shall be only one (1) official personnel file maintained for each bargaining unit member. This file shall be housed in the local Board of Education Central Office.
- 16.08 File contents shall be limited to items relating to work performance, discipline, and routine financial or personnel data. Documents related that become inactive because the records

are related to discipline from one (1) year or longer, shall be removed and retained in separate file per the Public Records Act in the ORC.

#### ARTICLE 17: PROFESSIONAL TEACHING RIGHTS

- 17.01 Whenever a verbal or written complaint which the Principal determines warrants further inquiry or review is made by a student, parent of a student, or any member of the public concerning a bargaining unit member's professional conduct, service, or character, the bargaining unit member shall be immediately notified of the complaint; and the Principal and the bargaining unit member shall attempt to resolve the complaint.
- 17.02 If the complaints continue, the Principal will attempt to resolve the complaint by arranging a conference with the bargaining unit member and the complainant(s).
- 17.03 If the complaint is still unresolved, the complainant shall be advised, by the Principal, of their rights to submit a written complaint against the bargaining unit member to the Superintendent of the school District. The Superintendent will set up and conduct a meeting involving the bargaining unit member, the Principal, and the complaining party. If such meeting is called, the bargaining unit member and administrator shall, at his/her choice, be accompanied by a representative of his/her choosing. Conferences regarding such complaints shall be closed to the public. If a written decision is issued, the bargaining unit member and complainant shall receive a written copy of the Superintendent's decision, five (5) working days following the conference. The Board may schedule a hearing with both parties present to make their presentation if the problem is not resolved by the Superintendent's decision. The bargaining unit member shall have the right to be accompanied by a representative(s) of his/her choosing. Such hearing shall be in executive session.
- 17.04 The Association shall be given a copy of all current Board policies and procedures in effect as of the date of the ratification of this agreement and all updates upon adoption by the Board.

Each bargaining unit member shall have access at the central office to all school Board policies and Ohio school laws (Baldwin school law and latest supplements), which are available. Copies of policies and rules of each individual school shall be posted in the school.

#### ARTICLE 18: TEACHING DAYS AND HOURS

- 18.01 The teacher's day will include an uninterrupted thirty (30) minute duty free lunch period. The length of the school year shall be 182 days. The Board may add one (1) additional day to the minimum with prior notice to and consultation with the Association.
- 18.02 A regular day and time may be set aside by the administrator of each building for a faculty meeting with the understanding that sometimes it will be necessary to change

the day because of a conflict with the administration of teachers. The bargaining unit member will reserve these days for faculty meetings so that the Principal may have a meeting to transmit relevant information. Such meetings shall not be longer than forty-five (45) minutes. Additional emergency meetings may be called, lasting no longer than fifteen (15) minutes.

- 18.03 On days preceding holidays, on county-wide elections days, or preceding other designated vacations, the bargaining unit members' day shall end at their regular time, unless a majority of the affected teachers agree otherwise.
- 18.04 All bargaining unit members instructing in grades six (6) through twelve (12) shall have a least one (1) full uninterrupted class period per day to be used for the purpose of conferences for planning. All bargaining unit members instructing in grades kindergarten (k) through five (5) shall have at least two hundred (200) minutes planning period time per week inclusive of recess. All bargaining unit members who travel from building to building as part of their assigned duties shall have at least two hundred (200) minutes per week conference and planning period time.

#### ARTICLE 19: TEACHING CONDITIONS

- 19.01 A concerted effort will be made by the administration to comply with the state minimum standards concerning class size on a District-wide basis.
- 19.02 Teachers shall develop their own lesson plans and lesson plan format. In accordance with the District administrative policy regarding minimum standards for elementary and secondary schools established by the Ohio Department of Education, lesson plans will give direction for instruction and implementation of courses of study.
- 19.03 The Board shall:
  - A. Furnish sufficient material, books and supplies as required for teaching.
  - B. Provide reasonable use of typewriters, copiers, telephones, computers, fax machines and audio-visual equipment for use by educational staff members in the performance of their work related duties or reasonable use for educational purposes.
- 19.04 Regular intercom announcements will be made at the beginning and the close of the school day. Other classroom interruptions for administrative or other purposes shall be held to a minimum.
- 19.05 Any necessary minor classroom repairs which have been filed with the Principal shall be repaired within a reasonable time period.
- 19.06 The Board will provide teachers with safe, healthful working conditions.



## ARTICLE 20: EVALUATION PROCEDURE

### 20.01 Purpose

- A. To assess a bargaining unit member's performance.
- B. To help the unit member achieve greater effectiveness in performance of the work assignment.
- C. The Rock Hill Board of Education has adopted the Ohio Department of Education Model Policy for Teacher Evaluations under O.T.E.S.

### 20.02 Procedures

#### A. Evaluator

Observation of a member shall be conducted by the member's immediate supervisor when possible. In the event a member performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. If the immediate supervisor is unable to perform the evaluation, every effort will be made by RHLSD administration to use Rock Hill administrators that are not the immediate supervisor to complete the evaluation process. In case of emergency, the Superintendent will confer with the Union president on the use of outside evaluators. The evaluator shall not be a bargaining unit member, and must meet the standards in ORC 3319.112 D (1) through (4) and must hold at least one (1) certificate named under division (E), (F), (H), (J) or (I) of ORC section 3319.22.

#### B. Schedule for Evaluation System aligned the standards for teachers has adopted pursuant to Ohio Revised Code 3319.61

- 1. Schedule of observations for members with limited contracts set to expire at the end of the school year.

All members on limited contracts whose contracts will expire at the end of the school year shall be observed between September 1 and January 15 of that school year. Members whose performance has been found deficient to the extent that a recommendation of contract non-renewal or other adverse personnel action is a strong possibility will be subject to a third observation. This third observation shall be conducted between February 10 and May 1. Any other member on a limited contract may be subject to a third observation, during the same time period, at the discretion of the administration.

- 2. Schedule of observations for members on contracts not set to expire at the end of the school year.

Two (2) observations may be made each year for all bargaining unit members. Time of each observation for the purpose of evaluation shall be for a minimum of thirty (30) minutes, and classroom walkthroughs. Administrators shall give

feedback to the teacher after walkthroughs upon request of the teacher. There will be a minimum of thirty (30) days between observations conducted of each bargaining unit member. A third observations may be conducted by the Superintendent when a bargaining unit member's performance would be deemed seriously unsatisfactory, with all time requirements waived.

C. Criteria for Evaluation

A member shall be evaluated on criteria set forth in the State of Ohio requirements for teacher evaluations under ORC 3319.112.

No member shall be evaluated on his/her work performance except after fair and reasonable observations of the work performance of the member.

The use of eavesdropping on public address or audio systems or similar surveillance devices shall be strictly prohibited.

20.03 Observations

A. Schedule of Observations

A minimum of two (2) formal observations shall be conducted to support each performance evaluation. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least one (1) week between formal observations.

B. In the year of contract renewal there may be three (3) formal observations conducted in the year a contract is to expire.

C. No observations shall occur on two (2) days before or one (1) days after Thanksgiving or Christmas holidays.

20.04 Identification of Deficiencies

A. Deficiencies identified through formal observations

Observations resulting in the identification of performance deficiencies shall be followed within seven (7) work days by a conference between the evaluator and the member. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the member at the post-observation conference.

The evaluator shall submit a written plan for correcting the deficiencies which may include ways in which the supervisor may assist the member to correct the noted deficiencies. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency.

20.05 Finalization of Evaluation

A. Written evaluation

No later than January 25 a member on a limited contract shall be given a copy of the formal written evaluation report for the member's evaluation conducted pursuant to ORC section 3319.111 and a conference shall be held between the member and the evaluator.

No later than May 1, a copy of the formal written observation report for the member's second observation (if one was conducted) shall be given to the member and a conference shall be held between the member and the evaluator.

B. Completion of Evaluation Process

The performance evaluation of an employee shall be based upon the observations of the member's performance and shall acknowledge the performance strengths of the member evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report.

C. Response to evaluation

The member shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the member's file which shall be done within fifteen (15) days of receipt of the report.

20.06 This procedure must comply with any statutory requirements for evaluation of teachers which are in conflict. For those teachers who received an effectiveness rating of **"Accomplished" at Rock Hill Local School District** an evaluation will be conducted only once every three years instead of annually.

1. **Annual requirements for teachers receiving an "Accomplished" rating:**

- a. Teacher must have received the rating of Accomplished from Rock Hill Local School District to be eligible for benefits of 20.06
- b. Teachers who transfer in or are employed by Rock Hill Local School District must be on staff and have received an Accomplished rating to be eligible their 2<sup>nd</sup> year for benefits 20.06
- c. Growth plan
- d. At least one observation and at least one conference with the teacher
- e. Student Growth Measures must be calculated in eTPES and remain average or higher.

2. The Accomplished rating will be carried forward to the Final Summative to complete the rating for this academic year if the requirements above are met.

3. **For those teachers who received effectiveness rating of "Skilled" at Rock Hill Local School District** an evaluation will be conducted once every two years instead of annually.

a. **Annual requirements for teachers receiving an "Skilled" rating:**

1. Growth plans

2. One observation and at least one conference with the teacher
3. Student Growth Measures must be calculated in eTPES and remain average or higher
- b. The skilled rating will be carried forward to the Final Summative to complete the rating for this academic year, if the requirements are met.
4. If the teacher was on leave for more than 50% of school year or the teacher has submitted retirement paper and they have been accepted by the Board prior to December 1, then the teacher will not be evaluated.
  - a. Student shall not be included if the student has forty-five (45) or more excused or unexcused absences during the full academic year.

#### 20.07 Due process

Any claim of failure to comply with procedural requirements shall be resolved pursuant to ORC 3319.111.

20.08 This procedure shall not apply to any substitute or supplemental contracts.

20.09 If it has been impossible to meet the deadlines set forth in this procedure due to the absence of the teacher and/or the teacher's evaluating supervisor or due to school closures, reasonable extensions of the timelines may be made with the time of the extension being equal to the number of days in the occurrence causing the extension.

#### 20.10 SLO Committee

- A. The Association and Board agree to establish a joint SLO committee that will be **responsible for approving all the SLO's submitted by the district**
- B. The committee will be composed of ten (10) members of which five (5) Association members will be appointed by the Association president. The Association appointees will be represented by two (2) Elementary Teachers, one (1) Middle School Teacher, one (1) High School Teacher and one (1) Specialty Area Teacher. The Superintendent will appoint the five (5) members serving for the Board.
- C. The committee members will be compensated at the same level as the LPDC committee.

## ARTICLE 21: ASSOCIATION RIGHTS

Recognition of the Association as the sole and exclusive bargaining representative shall entitle the Association certain exclusive rights. Only the Association and its affiliate organizations shall have the following rights.

- 21.01 The Association may select representatives for each school building. A representative involved in representation of a bargaining unit member at any grievance and disciplinary procedure will not, if the grievance procedure is scheduled on work time, suffer any loss of pay for the time spent in such presentation. Bargaining unit represented only OEA/NEA unless the Board receives a waiver from OEA/NEA that they are not providing representation.
- 21.02 The president, or in his/her absence, the vice president of the Association, shall have the privileges accorded the building representatives when it is known that a representative will be absent or unavailable or when an employee chooses the president or vice president as his/her representative in lieu of a building representative.
- 21.03 Association representatives shall have the right to call a meeting with their members before or after school. Whenever a building is to be used before school, the Association representative shall notify the Principal twenty four (24) hours prior to use. Arrival times at a work station shall not be delayed by said meeting. The Association shall have the right to use any school building at the close of school any day that school is in session. Authorization to use any school shall be permitted, as long as the use does not interfere with previously scheduled use of the building. The Principal shall be notified twenty-four (24) hours in advance whenever possible.
- 21.04 **The Board shall provide bulletin Board space in or near each teacher's lounge for use by the Association for the purpose of posting notices.**
- 21.05 The Association shall be permitted reasonable use of Board-owned equipment, including but not limited to typewriters, mimeograph machines, duplicating machines, telephones, calculators, and audio-visual equipment, when such equipment is not otherwise in use. Supplies and fees in connection with such equipment use will be furnished or paid for by the Association.
- 21.06 Upon proper advance request being made in compliance with Board policy, the Association shall be placed on regular Board meeting agendas.
- 21.07 Upon reasonable request of the Association president, the Association shall be provided access to public documents that are regularly and routinely prepared in the normal course of the District business upon arrangements being made with the Treasurer. Such documents shall include, but not be limited to, Board agendas, minutes, appropriations reports, 4502 forms, Treasurer's reports, and amended certificates.
- 21.08 The Association president, or his/her designee, may address all employees at the initial in-service meetings, for a period not to exceed fifteen (15) minutes, to explain the purposes and programs of the Association and distribute copies of this agreement or Association literature.
- 21.09 The Board agrees to deduct dues, fees, and assessments from the pay of bargaining unit members upon receiving written authorization, signed by the employee.
- A. Unified dues - NEA, OEA, SEOEA, local and departments of OEA listed on the membership form.

- B. Board approved insurances.
  - C. Annuities to Board approved depositories.
  - D. Credit union.
  - E. Federal, state, and Ironton city taxes.
- 21.10 A bargaining unit member shall have the right and burden to request and receive representation at any meeting he/she reasonably believes may lead to an adverse personnel action.
- 21.11 Copies of all non-confidential documents given to Board members prior to all regular and special Board meetings shall be made available, at the Board office, to the Association president the first working day after the meeting. The Association shall pay \$.10 per copy.
- 21.12 Professional Development Committee
- A. A professional development committee shall be formed under the structure adopted by the Board of Education. The committee shall determine whether coursework and/or other continuing education activities completed by educators meet the requirements for renewal of certificates and licenses.
  - B. There shall be five (5) total members of the professional development committee. The committee shall contain three (3) teacher members and two administrative members.
    - 1. The teacher members shall be appointed by the Association. The administrative members shall be appointed by the Superintendent.
    - 2. Association Vacancies shall be filled by Association President.
    - 3. The composition of the committee, when reviewing administrative and Treasurer requirements for renewal of certificates and licenses, will consist of two (2) teacher members and three (3) administrative members.
  - C. The committee scope shall be District wide.
  - D. The terms of the committee shall be one (1) years. Teacher members of the committee may be re-appointed by the Association President.
  - E. Administrative personnel shall serve for three (3) year terms and may be re-appointed by the Superintendent.
  - F. The professional development committee shall schedule meetings once each month throughout the year during non-school hours. Meetings may be canceled

if no one has requested evaluation during the previous thirty (30) days. The committee shall meet at the call of the chairperson or upon the filing of a petition with the Superintendent signed by two (2) committee members.

- G. The meetings shall be held at the central office or as otherwise agreed to by the Superintendent and chairperson.
- H. The initial meeting of the committee, upon election and appointment of all committee members, shall be called by a member designated by the Superintendent. At this initial meeting, the committee shall select a chairperson and such other officers the committee deems necessary, and shall adopt rules for the conduct of its meetings.

21.13 All current Association members shall be required to continue their membership in the Association or participate in fair share.

Those individuals not currently members shall be exempted from this mandated membership/fair share.

If a current non-member joins the Association, that individual must continue his/her Association membership or participate in fair share.

All future teaching employees, as defined by Article 1 shall be required to join the Association or participate in fair share.

No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by September 15th of each year during the term of this agreement for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

Payroll deductions of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the member has been apprised of his/her rights under the Association's internal rebate procedure.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

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

The Association represents to the Board that an internal rebate procedure has been established in accordance with section 4117.09 (c) of the ORC 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 constitutions of the united states and the state of Ohio.

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

The Association shall indemnify and save the Board harmless against, and from, any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken by the Board, for the purpose of complying with this fair share fee procedure.

- 21.14 the authorization for payroll deductions for Association dues will remain in effect from year to year unless cancelled in writing by the teacher during the first fifteen workdays of any school year. Letters of cancellation must be written to both the Association and the Treasurer. The Treasurer of the rhea shall notify the Treasurer of the Rock Hill Schools by the 16<sup>th</sup> work day of each year of the dollar amount of the combined dues of the RHEA/OEA/NEA.

## ARTICLE 22: REIMBURSEMENTS

### 22.01 Reimbursement For Mileage

#### Right to Reimbursement

A member of the bargaining unit who is required to use his/her own automobile in the performance of his/her duties and a member of the bargaining unit who is assigned to more than two (2) locations per work day shall be reimbursed for all such travel. The rate of reimbursement shall apply to all driving done between arrival at the first location at the beginning of his/her work day and the departure location at the end of his/her work day.

### 22.02 Expenses for Meetings, Conferences,

- A. A member of the bargaining unit who attends meetings, conferences, and/or other activities connected with his/her employment shall be reimbursed at the following rates:

1. Meals at \$50.00 per day
2. Travel at 50 cents per mile
3. Lodging expense as established at the meeting site location
4. Registration
5. Parking



## ARTICLE 23: SENIORITY PROVISION

### 23.01 Definition

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

- A. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
- B. Seniority shall accrue for all the time a member is on active pay status.
- C. Time spent on worker's compensation, inactive pay status (unpaid leave or layoff) and/or time spent in a non-bargaining unit position shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

### 23.02 Equal Seniority

- A. A tie in seniority shall occur when two (2) or more members have the same amount of seniority credit as determined by the seniority list.
- B. Ties in seniority shall be broken by the following method to determine the most senior member:
  - 1. The employee with the first day worked; then
  - 2. The employee with the earliest date of employment (date of hire); then
  - 3. By lottery, with the most senior member being the one whose name is drawn first, etc.

23.03 Seniority shall be lost when a member retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board.

## ARTICLE 24: EMPLOYMENT OF RETIRED TEACHERS

24.01 Bargaining unit members that are retired under STRS shall be employed at a rate of pay based on his/her academic training level and a maximum of ten (10) years of service as specified in the salary index contained in this agreement maintaining that position on the index for the duration of their employment. This provision and such salary and individual contract with a member expressly supersedes RC section 3317.13 and all other applicable laws.

24.02 Individuals who are employed as defined in Section 24.01 shall not be eligible for hospitalization, surgical, prescription, major medical, or life insurance benefits provided under Article 11, Section 11.02 of this Agreement. The retiree will be required to obtain insurance through the State Teachers Retirement System (S.T.R.S.). If S.T.R.S. mandates that Rock Hill Local School District provide the insurance, the insurance will be

provided by the District as it would for any employee under a single plan of medical insurance coverage.

- 24.03 Retired teachers that are employed are not eligible for sick leave carryover from previous employment or a severance payment upon leaving employment with the District.
- 24.04 Retired teachers that are employed are to receive a one year limited teaching contract with automatic annual non-renewals.
- 24.05 This provision of the agreement and such salary and contract is not grievable under the grievance procedures of this agreement nor through any claim or action filed before the state employment relations Board (SERB) or any court of law.
- 24.06 This article specifically supersedes sections 3319.11, 3319.111, 3319.22, 3319.16 of the Revised Code of Ohio.

## ARTICLE 25: DURATION AND OTHER TERMS OF AGREEMENT

### 25.01 Effects of Agreement

The terms of this agreement shall be from July 1, 2016 through June 30, 2019.

### 25.0 Amendment Procedure

This agreement represents the full understanding and commitment between the parties and replaces all previous agreements. This agreement may be added to, deleted from, or otherwise changed only by negotiations and an amendment properly signed and ratified by each party.

### 25.03 Personnel Policies and Practices

Should there be a conflict between this agreement and any such policy or practice, then the terms of this agreement shall prevail.

### 25.04 Copies of Contract

The parties shall have booklets printed containing the agreement and shall divide the cost of such booklets.

### 25.05 Severability

If any provision of this agreement or any application of this contract to any bargaining unit member or group of bargaining unit members shall be found to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications shall continue in full force and effect. The agreement itself will remain in full force and effect for its

duration; however, the parties will meet within thirty (30) days for the purpose of renegotiating only the provision(s) found to contrary to law. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

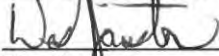
25.06 Successor Contract

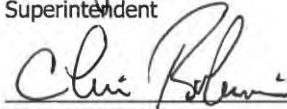
At the request of either party, no sooner than 90 days nor later than 60 days, prior to the expiration of this agreement, the parties shall commence to negotiate a successor agreement. The Association president shall provide said written notice to the Superintendent or the Superintendent shall provide said notice to the Association president.

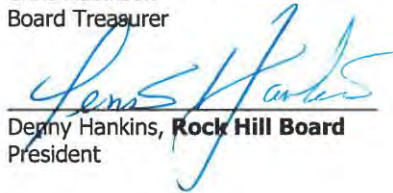
25.07 In witness whereof, the parties have caused this agreement to be executed on the dates set forth

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FOR THE ROCK HILL LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION

  
\_\_\_\_\_  
Wes Hairston  
Superintendent

  
\_\_\_\_\_  
Chris Robinson  
Board Treasurer

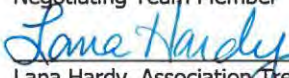
  
\_\_\_\_\_  
Denny Hankins, **Rock Hill Board**  
President

FOR THE ROCK HILL EDUCATION ASSOCIATION:

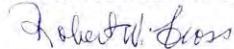
  
\_\_\_\_\_  
Sharon Fuhr, Association President  
Negotiating Team Member

  
\_\_\_\_\_  
Lorna Besco, Association Vice President  
Negotiating Team Member

  
\_\_\_\_\_  
Lori Donohue, Association Secretary  
Negotiating Team Member

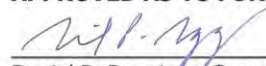
  
\_\_\_\_\_  
Lana Hardy, Association Treasurer  
Negotiating Team Member

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Robert W. Cross, President  
Cross Management Consulting  
Services, Inc.

  
\_\_\_\_\_  
Nick Basham, Association Member  
Negotiating Team Member

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Daniel P. Ruggie, General Counsel  
Cross Management Consulting Services, Inc.

APPENDIX A

GRIEVANCE REPORT FORM  
ROCK HILL EDUCATION ASSOCIATION

Grievance No. \_\_\_\_\_ to be filed in triplicate (1) Supt. (2) Assoc. (3) Grievant

\_\_\_\_\_  
Name of Aggrieved \_\_\_\_\_ Date Filed \_\_\_\_\_

\_\_\_\_\_  
Assignment \_\_\_\_\_ Building \_\_\_\_\_

STEP I

(Submitted to Principal \_\_\_\_\_)

A. Time and date grievance occurred \_\_\_\_\_

B. 1. Statement of grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Article and sections violated \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Relief sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Date grievance discussed \_\_\_\_\_

D. Disposition by Principal \_\_\_\_\_

Signature of Principal \_\_\_\_\_ Date \_\_\_\_\_

STEP II

(Submitted to Principal \_\_\_\_\_)

To be filed in triplicate (1) Supt. (2) Assoc. (3) Grievant

A. Position of aggrieved or Association \_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

B. Disposition by Superintendent \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

Date signed: \_\_\_\_\_

STEP III

(Submitted to Board \_\_\_\_\_)

To be filed in triplicate (1) Supt. (2) Assoc. (3) Grievant

A. Position of aggrieved or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_  
Date

STEP IV

(Submitted to Mediation \_\_\_\_\_)

To be filed in triplicate (1) Supt. (2) Assoc. (3) Grievant

A. Position of Aggrieved or Association \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

B. Disposition by Mediator \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Mediator

\_\_\_\_\_  
Date

STEP V

(Submitted to Arbitration \_\_\_\_\_)

To be filed in triplicate (1) Supt. (2) Assoc. (3) Grievant

A. Position of Aggrieved or Association \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

B. Disposition by Arbitrator \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

APPENDIX B

BASE SALARY 2016-2017

\$36,006

<u>STEP</u>	<u>BACHELOR</u>	<u>5TH YEAR</u>	<u>MASTERS</u>	<u>MASTERS +30</u>
0	\$ 36,006	\$ 37,374	\$ 39,427	\$ 39,527
1	\$ 37,374	\$ 38,922	\$ 41,155	\$ 41,355
2	\$ 38,742	\$ 40,471	\$ 42,883	\$ 43,183
3	\$ 40,111	\$ 42,019	\$ 44,611	\$ 45,011
4	\$ 41,479	\$ 43,567	\$ 46,340	\$ 46,840
5	\$ 42,847	\$ 45,116	\$ 48,068	\$ 48,668
6	\$ 44,215	\$ 46,664	\$ 49,796	\$ 50,496
7	\$ 45,584	\$ 48,212	\$ 51,525	\$ 52,325
8	\$ 46,952	\$ 49,760	\$ 53,253	\$ 54,153
9	\$ 48,320	\$ 51,309	\$ 54,981	\$ 55,981
10	\$ 49,688	\$ 52,857	\$ 56,709	\$ 57,809
11	\$ 51,057	\$ 54,405	\$ 58,438	\$ 59,638
15	\$ 52,569	\$ 56,097	\$ 60,310	\$ 61,610
20	\$ 54,081	\$ 57,790	\$ 62,182	\$ 63,582
25	\$ 55,593	\$ 59,482	\$ 64,055	\$ 65,555
30	\$ 57,106	\$ 61,174	\$ 65,927	\$ 67,527

BASE SALARY 2017-2018

\$36,726

<u>STEP</u>	<u>BACHELOR</u>	<u>5TH YEAR</u>	<u>MASTERS</u>	<u>MASTERS +30</u>
0	\$ 36,726	\$ 38,122	\$ 40,215	\$ 40,315
1	\$ 38,122	\$ 39,701	\$ 41,978	\$ 42,178
2	\$ 39,517	\$ 41,280	\$ 43,741	\$ 44,041
3	\$ 40,913	\$ 42,859	\$ 45,504	\$ 45,904
4	\$ 42,308	\$ 44,438	\$ 47,266	\$ 47,766
5	\$ 43,704	\$ 46,018	\$ 49,029	\$ 49,629
6	\$ 45,100	\$ 47,597	\$ 50,792	\$ 51,492
7	\$ 46,495	\$ 49,176	\$ 52,555	\$ 53,355
8	\$ 47,891	\$ 50,755	\$ 54,318	\$ 55,218
9	\$ 49,286	\$ 52,335	\$ 56,081	\$ 57,081
10	\$ 50,682	\$ 53,914	\$ 57,843	\$ 58,943
11	\$ 52,077	\$ 55,493	\$ 59,606	\$ 60,806
15	\$ 53,620	\$ 57,219	\$ 61,516	\$ 62,816
20	\$ 55,162	\$ 58,945	\$ 63,426	\$ 64,826
25	\$ 56,705	\$ 60,671	\$ 65,336	\$ 66,836
30	\$ 58,247	\$ 62,397	\$ 67,245	\$ 68,845



BASE SALARY 2018-2019

\$37,461

<u>STEP</u>	<u>BACHELOR</u>	<u>5TH YEAR</u>	<u>MASTERS</u>	<u>MASTERS +30</u>
0	\$ 37,461	\$ 38,885	\$ 41,020	\$ 41,120
1	\$ 38,885	\$ 40,495	\$ 42,818	\$ 43,018
2	\$ 40,308	\$ 42,106	\$ 44,616	\$ 44,916
3	\$ 41,732	\$ 43,717	\$ 46,414	\$ 46,814
4	\$ 43,155	\$ 45,328	\$ 48,212	\$ 48,712
5	\$ 44,579	\$ 46,939	\$ 50,010	\$ 50,610
6	\$ 46,002	\$ 48,549	\$ 51,809	\$ 52,509
7	\$ 47,426	\$ 50,160	\$ 53,607	\$ 54,407
8	\$ 48,849	\$ 51,771	\$ 55,405	\$ 56,305
9	\$ 50,273	\$ 53,382	\$ 57,203	\$ 58,203
10	\$ 51,696	\$ 54,993	\$ 59,001	\$ 60,101
11	\$ 53,120	\$ 56,604	\$ 60,799	\$ 61,999
15	\$ 54,693	\$ 58,364	\$ 62,747	\$ 64,047
20	\$ 56,266	\$ 60,125	\$ 64,695	\$ 66,095
25	\$ 57,840	\$ 61,886	\$ 66,643	\$ 68,143
30	\$ 59,413	\$ 63,646	\$ 68,591	\$ 70,191