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AGREEMENT

BETWEEN THE

ROCKY RIVER TEACHERS' ASSOCIATION

AND THE

ROCKY RIVER BOARD OF EDUCATION

July 1, 2022 – June 30, 2023

Adopted: November 18, 2021
Resolution #312-21

Dave Opdycke, President
Rocky River Teachers' Association

Michael G. Shoaf, Ed.D.
Superintendent of Schools

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ARTICLE 1

RECOGNITION

Section 1. This Agreement was ratified by the Rocky River Teachers' Association (hereinafter referred to as "R.R.T.A.") on November 18, 2021 and approved by the Board of Education of the Rocky River City School District (hereinafter referred to as the "Board") on November 18, 2021, and shall be effective during the dates hereinafter set forth, by and between the Board of Education of the Rocky River City School District and the Rocky River Teachers' Association, an affiliate of the Ohio Education Association (O.E.A.) and the National Education Association (N.E.A.), by and on behalf of full-time or part-time professional personnel employed by the Board of Education of the Rocky River City School District, which shall be defined as Classroom Teachers, Guidance Counselors, Speech Language Pathologists, Media Specialists, Psychologists, Vocational Coordinators and Coordinators, and Long-Term Replacement Teachers (hereinafter collectively referred to as "Teachers") but excluding substitute Teachers, tutors, community education instructors and all supervisory and managerial employees as defined by O.R.C. Section 4117.01 (C). For the purposes of this Agreement, the terms certificate/certification/certified shall be used interchangeably with license/licensure/licensed.

Section 2. The recognition granted herein upon the R.R.T.A. as the sole and exclusive negotiations agent and representative of Teachers shall remain in force and effect for the term of this Agreement subject to the provisions of O.R.C. Section 4117.

ARTICLE 2

DURATION

This Agreement is effective on July 1, 2022 and shall continue in full force and effect through midnight, June 30, 2023. The parties agree that the terms of the agreement shall continue through June 30, 2023, provided that no petition should be filed in accordance with O.R.C. 4117.04(c) during the period specified in that statute. Challenges to the Association's status as exclusive bargaining representative shall be conducted in accordance with Ohio Revised Code Section 4117.05.

ARTICLE 3

NEGOTIATIONS PROCEDURE

Section 1. Purpose: The purpose of this Article is to establish an orderly procedure for negotiations between the Board of Education of the Rocky River City School District (hereinafter called "Board") and the Rocky River Teachers' Association (hereinafter called "R.R.T.A.").

Section 2. Scope of Negotiations: The parties shall bargain collectively and in good faith with regard to all matters pertaining to wages, hours, or terms and other conditions of employment as defined by O.R.C. Section 4117, but excluding all subjects reserved to the Board under O.R.C. Section 4117.

Section 3. Meetings: Unless representation has been challenged pursuant to O.R.C. Section 4117, either the Board or the R.R.T.A. may initiate negotiations by serving written notice to the other party not more than one-hundred and fifty (150) days nor less than one-hundred and twenty (120) days prior to the expiration of this agreement. No negotiations meetings shall begin prior to the one-hundred and fiftieth (150th) day of the expiration of this Agreement in the year in which this Agreement expires. All meetings shall be concluded within thirty (30) days prior to the expiration date of this Agreement. All meetings shall be mutually scheduled. The date, time, and place for the next meeting will be established before adjournment of each meeting.

Section 4. Representation: Each party shall have full authority to choose its own negotiating members. Each negotiating team shall be limited to five (5) members each, plus one (1) consultant, plus one (1) observer. The parties shall insure that their negotiating teams shall be clothed with all necessary authority to make proposals, counterproposals, and consider proposals and counterproposals in the course of negotiations.

Section 5. Exchange of Information: During the period of negotiations, the Board and the R.R.T.A. agree to provide each other, upon written request, all public information it regularly and routinely prepares concerning the issue(s) under consideration.

Section 6. Submission of Issues: All proposals for negotiations shall be submitted in writing by the R.R.T.A. to the Board, and by the Board to the R.R.T.A. at the first meeting. Thereafter neither party shall be permitted to submit additional items for negotiation unless mutually agreed to by both parties. Each proposal submitted by either party shall specify in detail that to which agreement is sought. All proposals and counterproposals shall be in writing.

Section 7. Each party is permitted to bring a maximum of two (2) "issues" to the negotiations table in a form other than the form prescribed in Section 6 of this Article. However, should either party request that the "issue" be presented in the form prescribed in Section 6 of this Article, the "issue" shall be presented in the form prescribed in Section 6 within seven (7) calendar days of the request.

Section 8. Tentative Agreements: During the course of negotiations items agreed to shall be reduced to writing and initialed by representatives of each negotiating team. It is understood that such signing or initialing shall be tentative only, subject always to further developments in negotiations on other matters and/or to final agreement on all issues.

Section 9. Impasse Procedures: In the event that the parties are unable to reach agreement on all issues within the time limitations as provided in Article 3, Section 3, either party may declare the unresolved issues to be at impasse. The parties shall request that the Federal Mediation and Conciliation Service appoint a Federal Mediator for the purposes of assisting the parties.

The use of a Federal Mediator, as set forth above, constitutes the parties' mutually agreed upon and exclusive dispute resolution procedure. This procedure supersedes and takes precedence over any inconsistent or alternative procedures set forth in Section 4117.14 of the Ohio Revised Code. The parties expressly agree to waive any statutory dispute settlement procedures and further agree that mediation, as set forth above, shall operate in lieu of any and all of the dispute resolution procedures set forth in Section 4117.14 of the Ohio Revised Code. The mediation period shall expire upon the termination date of this contract, although nothing shall foreclose the parties from continuing to make use of the services of the Federal Mediator after the mediation period expires on the date the contract terminates. This Article does not diminish or preclude the Association's rights under Section 4117.14(D) (2) of the Ohio Revised Code, provided that these procedures have been followed.

Section 10. Ratification: When agreement is reached on all items, the Agreement shall be reduced to writing and promptly submitted for ratification by the R.R.T.A. Upon such ratification, the Agreement shall be promptly submitted to the Board for ratification. The adopted Agreement shall be signed by the Presidents of the respective parties and shall be binding on the parties.

Section 11. Nothing in this Article shall be subject to Article 36, Grievance Procedures.

Section 12. Should the parties mutually agree to use interest-based bargaining, the parties will use the contract time lines and impasse procedures.

ARTICLE 4

MEMBERSHIP IN TEACHER ORGANIZATIONS

Section 1. Teachers shall have the right to join or refrain from joining or participating in R.R.T.A. or any other labor organization. Membership in R.R.T.A. or any other such organization shall not be required as a condition of employment in the schools of this district. There shall be no discrimination based upon membership, or lack of membership, in R.R.T.A. or any other labor organization.

Section 2. Fair Share Fee Provision:

- (a) Payroll Deduction of Fair Share Fee -- Commencing with the 1993-94 school year, the Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the R.R.T.A. a fair share fee for the R.R.T.A.'s representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the R.R.T.A.'s work in the realm of collective bargaining. Annually, and not later than October 15th, the R.R.T.A. shall provide to the Treasurer a list of members of the bargaining unit who have voluntarily elected to join the R.R.T.A.
- (b) Notification of the Amount of Fair Share Fee--Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the R.R.T.A., shall be transmitted by the R.R.T.A. to the Treasurer of the Board on or about 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 R.R.T.A.
- (c) Schedule of Fair Share Fee Deductions
 - 1. All fair share fee payers -- Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of 60 days of employment in the bargaining unit or January 15th.
 - 2. Upon termination of membership during the membership year -- The Treasurer of the Board shall, upon notification from the R.R.T.A. 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 deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.
- (d) Transmittal of Deductions -- The Board 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 for each.
- (e) Procedure for Rebate -- The R.R.T.A. represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each affected member of the bargaining unit who has not joined the R.R.T.A. 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.
- (f) Entitlement to Rebate -- Upon timely demand, non-members may apply to the R.R.T.A. for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the R.R.T.A.
- (g) Indemnification of Employer -- The R.R.T.A., on behalf of itself and the O.E.A. and N.E.A., agrees to indemnify and hold harmless the Board (including each of its officers, members, employees and agents) for any costs or liability incurred as a result of the implementation and enforcement of this provision.

ARTICLE 5

RIGHTS OF THE R.R.T.A.

Section 1. R.R.T.A. shall be permitted the use of reasonable space on a faculty bulletin board in each school and it shall be used only for the posting of official notice of, or results of, official business, activities and meetings of R.R.T.A., O.E.A., N.E.O.E.A., and N.E.A. There shall be no posting of any matters disruptive to the harmony of the faculty and conduct of the schools (i.e., matters critical of any person or organization).

Section 2. The designated member of R.R.T.A.'s Executive Committee shall be entitled to enter school buildings during the school day whenever their presence is called for by the provisions of the grievance procedure of this Agreement. They shall first inform the building principal upon their arrival.

Section 3. The R.R.T.A. shall have the right to use school buildings for its official membership, Executive Committee, or building meetings. Such meetings shall be held after school hours and at a time and place in a manner as does not interfere with the normal or other scheduled use of such buildings or with the building-use-policy rules or regulations. If, in connection with such meetings, R.R.T.A. requires the use of audio-visual equipment, the Board will permit reasonable use of such equipment. If additional costs are incurred by the Board to provide such facility and/or equipment, the usual rental rate shall be paid. The R.R.T.A. shall obtain prior approval in advance from the Office of Administrative Services.

Section 4. A complete copy of this Agreement shall be issued to each Teacher or provided electronically. The cost of printing this document, if needed, shall be shared equally by the Board and the R.R.T.A. Current Board of Education Policies shall be available on the District's website. The District will notify the R.R.T.A. President of policy revisions. When the District receives a paper copy of any revised Board Policy from its outside policy service, the District will provide a copy to the R.R.T.A. President.

Section 5. Names of newly employed Teachers shall be provided to the R.R.T.A. President as early as practical following Board approval of their employment.

Section 6. Minutes of official Board meetings will be posted on the District's website within a reasonable time after such meetings with a copy to the R.R.T.A. President.

Section 7. The R.R.T.A. may speak to all staff at the annual Fall opening of school convocation.

Section 8. This Agreement shall become part of each Teacher's individual contract of employment. However, nothing in this Agreement shall be a limitation on the right or duty of the Board to tender and enter into individual employment contracts with individual Teachers at such time and on such basis as is required by law or Board policy for the orderly administration of the schools, provided nothing contained therein is in conflict with any provision of this Agreement.

Section 9. The R.R.T.A. shall have the right to place notices, circulars and other materials into Teachers' mailboxes. Copies of all such material shall be given to the building principal in advance, but the principal's approval will not be required for subsequent distribution.

Section 10. The R.R.T.A. shall be provided with up to ten (10) paid Association leave days per contract year. Said leave shall be granted to members of the Association for the purpose of conducting Association activities, including negotiations preparation during bargaining years. The following restrictions apply to the use of this leave:

- (a) Days in which the R.R.T.A. is meeting in consultation with the administration (i.e. RrTES Teacher Evaluation Committee, Negotiations, etc.) and in the representation of members before a district administrator shall not count toward Association Leave days.

- (b) No more than three (3) members of the Association may attend the same Association activity on the same day with the exception of negotiations preparation during a bargaining year.
- (c) The R.R.T.A. will assume all substitute costs up through and including five (5) days.
- (d) The R.R.T.A. will assume all substitute costs for any Association negotiation preparation days.
- (e) Association leave shall not exceed a total of ten (10) days in a year.

Section 11. Board and Board Committee meeting minutes shall be available to the Association President/Designee.

ARTICLE 6

RIGHTS OF THE BOARD

The rights of R.R.T.A. and its Teachers, shall be those expressly set forth by an express provision of this Agreement. Except as may be expressly required by law, it is understood and agreed that the Board and those empowered to act for and under the Board retain the authority consistent with this agreement regarding all other matters relating to the operation, management, planning and direction of the Rocky River City School District, and of the schools and of personnel employed therein including, but not limited to, finances, curriculum, staffing, standards and employment.

ARTICLE 7

NO STRIKES

During the duration of this Agreement, neither the R.R.T.A., its agents, nor the Teachers represented by R.R.T.A. shall engage in, assist in, sanction or approve any strikes, slowdowns, withholding of services, so-called "study days" or any other concerted effort which interferes with, impedes or impairs the normal operation of the schools.

ARTICLE 8

R.R.T.A. REPRESENTATIVE TO P.T.A. COUNCIL

The Teacher representative of the R.R.T.A. to the Rocky River P.T.A. Council shall be given fifteen (15) hours of release time per school year to attend meetings of the Rocky River P.T.A. Council.

ARTICLE 9

CONTRACT SUPREMACY/CONTRARY TO LAW

This Agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10 (A), Revised Code), and all policies, rules and regulations of the Employer with respect to the specific matters set forth herein, unless otherwise specified herein. Nothing in this collective bargaining agreement shall preclude, prevent or otherwise interfere with the parties' respective rights under any legislation enacted during the term of this collective bargaining agreement for future collective bargaining negotiations.

If the State Employment Relations Board or any Court of competent jurisdiction, determines, after all appeals or times for appeal have been exhausted, that any provision in this Agreement is unlawful, such provision will be automatically terminated but all other provisions of the Agreement will remain in full force and effect.

The parties shall meet within ten (10) days after the final determination to bring the Agreement into compliance with respect to the provision which has been held unlawful.

ARTICLE 10

EMPLOYMENT

Section 1. Termination of Employment During Contract: No Teacher under either a limited or a continuing contract of employment may be terminated during the life of (i.e., during the school year(s) covered by) his/her individual contract of employment except as provided for in Ohio Revised Code. It is understood that the failure to tender a further contract for the next school year to a Teacher who is under a limited contract which expires at the end of an academic year does not constitute a "termination."

Section 2. All non-renewal of limited contracts, advancement to tenure, failure to advance to tenure, contract suspension and contract termination shall be governed by and in compliance with the ORC.

Section 3. Supplemental Duty Contracts: Nothing in this Article shall apply to the issuing of Supplemental Duty Contracts. All Supplemental Duty Contracts are issued for the designated academic year/season only. Non-renewal will occur yearly without notification by registered mail, in writing, or by any other form of communication. However, all provisions of the Ohio Revised Code with respect to suspension and termination shall apply.

Section 4. Placement on the Salary Schedule: Tutors who apply for and are awarded a teaching position, may be placed on the salary schedule at the discretion of the Superintendent, but following a discussion with the applicant/tutor.

ARTICLE 11

TEACHING ASSIGNMENTS

Section 1. Position Preference Forms: Prior to January 10th of each school year, each Teacher shall be given access to an electronic Position Preference Form on which the Teacher may indicate any desired assignment changes for which they are properly certificated. An administrator will respond verbally if a request for a building assignment change cannot be honored. Such forms shall be submitted electronically to the Superintendent/designee by February 1st and shall be retained for consideration for a period of one year.

Section 2. Employment Advertisement: Employment advertisements for new Teachers, including supplemental duty positions, will be posted in each school and the Board of Education during the school year. Employment advertisements for all known Teacher, supplemental duty and administrative vacancies for the succeeding school year will be posted in each school and the Board of Education by May 15th. Teachers wishing to apply for said positions may apply to the Superintendent/designee. Copies of all postings shall be sent to the R.R.T.A. President.

Section 3. Notification of Desire for Promotion: Any Teacher who has proper certification for promotion to an administrative position may submit a letter of interest to the Superintendent/designee.

Section 4. Notification of Assignment: No later than June 1st a listing of tentative assignments for Teachers shall be posted in the Board of Education and in each school.

Section 5. Teacher Retraining Program

- (a) If a Teacher is assigned to a teaching field in which he/she has not taught within the last five (5) years, the Board shall pay the cost of tuition, class or lab fees and textbooks necessary for said Teacher to update his/her course work, up to a maximum of nine (9) semester hours. The decision as to whether the additional course work should be taken is at the sole discretion of the Teacher. Selection of courses will be subject to the approval of the Superintendent/designee. However, such approval will not be unreasonably withheld.
- (b) For a Teacher to be eligible for reimbursement under the Teacher Retraining Program, the approved course(s) must be successfully completed prior to the conclusion of the school year following the school year in which the Teacher is notified of the reassignment. The course work must be taken at a college/university approved

as a Teacher Education institution by the Ohio Department of Education. The reimbursement for tuition and class or lab fees shall be the lesser of either the actual amount paid or at the tuition and fee rate charged by Baldwin-Wallace University (Berea, Ohio) for graduate credits. Reimbursement for textbooks shall be the actual amount paid per the receipt for the textbooks.

- (c) Credits earned through the Teacher Retraining Program may be applied toward advancement on the Teachers Salary Schedule in accordance with the current Agreement between the Rocky River Teachers' Association and the Rocky River Board of Education and when the Teacher follows official application procedures for course credit.
- (d) Section 5 shall be inapplicable to any Teacher who is in his/her first five years of employment as a Teacher.

ARTICLE 12

STAFF REDUCTION

- A. When the Board of Education decides that it will be necessary to reduce the number of Teachers it employs, it may make a reasonable reduction for any of the following reasons:
 - 1. Return to duty of regular Teachers after approved leaves of absence;
 - 2. Suspension of schools;
 - 3. Decreased enrollment of the pupils in the District;
 - 4. Territorial changes affecting the District; and
 - 5. Financial reasons.
- B. In making any such reduction, the Board of Education shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference first to Teachers on continuing contracts. The Superintendent shall not give preference to any Teacher based on seniority, except when making a decision between Teachers who have comparable evaluations and shall use the following criteria to implement this provision:
 - 1) For the purposes of Reductions in Force, Teachers will be assigned a numerical rating based on the RrTES Proficiency on Standards/Teacher Performance for each year of the preceding three evaluation years using the following values:
 - a. Accomplished = 4
 - b. Skilled = 3
 - c. Developing = 2
 - d. Ineffective = 1
 - 2) For any year in which a Teacher has not been assigned a Final Summative Rating of Teacher Effectiveness within the 3 year period, the Teacher's final summative rating for the preceding year shall be used.
 - 3) Teachers will be grouped using their cumulative numerical rating as follows:
 - a. Group A: 10-12
 - b. Group B: 7-9
 - c. Group C: 5-6
 - d. Group D: 3-4
 - 4) Teachers within each group will be deemed to have comparable evaluations for the purposes of this Article.
 - 5) Reduction in Force will be administered in the following order:
 - a. Group D
 - b. Group C
 - c. Group B
 - d. Group A

- C. On a case-by-case basis, in lieu of suspending a contract in whole, the Board of Education may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.
- D. Teaching field - Any certification and or Licensure as defined by applicable law and/or regulations.
- E. The number of persons affected by a reduction in force will be minimized by not replacing Teachers that resign, retire or are non-renewed. The District will minimize the need for reductions in force by reassigning existing staff to any available positions for which the teacher is certified/licensed and qualified.
- F. Teachers whose continuing contracts are suspended, in full or part, by the Board of Education, pursuant to this Article, shall have the first right of restoration to continuing service status by the Board if and when teaching positions become vacant or are created for which any of such Teachers are or become qualified.
- G. For two (2) calendar years from the effective date of the reduction in force, Teachers whose limited contracts are suspended, in full or part, by the Board of Education, pursuant to this Article, shall have the second right of restoration by the Board if and when teaching positions become vacant or are created for which any of such limited contract Teachers are or become qualified.
- H. Seniority shall not be the basis for rehiring/restoring a Teacher, except when making a decision between Teachers who have comparable evaluations. The criteria used to implement this procedure shall be the same as that listed in Section B of this Article.
- I. Prior to implementing a restoration, the Superintendent/Designee shall provide an opportunity to the Union President to meet, discuss, and confirm the Superintendent/Designee's application of the procedures under Sections G, H and I of this Article and any corresponding calculations. Also prior to implementing the restoration, the Superintendent/Designee shall provide an opportunity to the Union President and the Teacher(s) subject to the restoration to meet and discuss the restoration.
- J. A Teacher will be notified of a vacancy by certified mail and must accept the position by submitting a letter of acceptance to the Department of Human Resources within five (5) calendar days from the date of receipt of the certified letter or fifteen (15) days from the date of mailing--whichever occurs first--or that Teacher will be dropped from the recall list and the Board will have no further employment obligation to that Teacher.
- K. No Teacher whose continuing or limited contract has been suspended pursuant to this Article shall lose that right of restoration to their previous status by reason of having declined recall to a position that is less than full-time or, if the Teacher was not employed full-time just prior to suspension of the Teacher's contract, to a position requiring a lesser percentage of full-time employment than the position the Teacher last held while employed in the District.
- L. Seniority Date - The seniority date for a Teacher is the date that the teacher first began work for the Rocky River Board of Education - which shall be the first regular working day. The date to be used when computing seniority of a Teacher who resigns and is subsequently rehired by the Rocky River Board of Education will be the first day worked in his/her most recent period of employment.
- M. The criteria (in order of priority) to be used to determine the greater seniority of two Teachers having the same seniority date are as follows:
 - (1) The date of the Board of Education meeting at which the Teacher was originally appointed as a Teacher with the Rocky River City School District for his/her most recent period of employment.
 - (2) The date that the Teacher was offered a contract for the latest period of employment by the Rocky River City School District.

- (3) The date that the Teacher signed his/her first contract during his/her latest period of continuous employment by the Rocky River City School District.
 - (4) The order in which the Teacher's name appeared on the agenda of the Board of Education meeting in (1), above.
- N. Nothing in this Article shall be deemed to create any right of a Teacher on a single-year limited contract to be tendered a further contract for the next school year or to limit the provisions of the Article regarding Employment with regard thereto. Nothing in this Article shall be deemed to apply to the issue or termination, and/or renewal of Supplemental Duty Contracts.
- O. Upon the expiration of this Agreement, Sections B1-B5 of this Article are null, void and without legal effect in all circumstances, including but not limited to, where the parties are unable to reach a successor agreement or have not reached a successor agreement.

ARTICLE 13

SCHOOL CALENDAR

Section 1. The School Calendar shall not exceed, but may be less than One Hundred Eighty-six (186) days of which:

- (a) Not more than One-Hundred Eighty (180) days may be student days for Grades Kindergarten-12. If kindergarten is scheduled for half-day sessions and if a substitute is provided for the second set of conferences, kindergarten may be 180 half-day sessions. If a substitute is not provided for the second set of conferences, kindergarten may be 179 half-day sessions.
- (b) One will be a parent-teacher conference for Grades 1-12 and two will be parent-teacher conference days if kindergarten is scheduled for half-day sessions and a substitute is not provided for the second set of conferences.
- (c) Two will be record-keeping days, 1 each at the end of each semester.
- (d) One will be the opening of school convocation day.
- (e) One day for school development and/or other tasks mutually agreed upon by the majority of the building leadership team and the principal of the school.
- (f) One will be N.E.O.E.A. Day on which Teachers shall have the option of working in the school.
- (g) In the event calamity days should need to be scheduled, in addition to those provided within 180 school days, the day(s) will be added as consecutive week days to the scheduled student days at the end of the school year.

Section 2. Under no circumstances shall the composition and duration of the school year violate applicable Ohio law including but not limited to R.C. 3313.48, as amended. However, while applicable Ohio law defines, among other things, the minimum school year, the school year and calendar set forth in Section 1 of this Article shall nonetheless apply. The work year shall be the school calendar approved by the Board of Education in conformity with Section 1 of this Article plus any other work days or partial work days described in this Agreement. Any student make-up hours that the Board designates and/or schedules in a given school year due to school closure shall be part of the regular work year under this Article for which no additional compensation shall be paid.

ARTICLE 14

REGULAR WORKING DAY

Section 1. Time Schedules: The standard workday for Teachers in the District as assigned by the Superintendent or his/her designee shall not exceed seven and one-half (7-1/2) hours. However, Teachers are expected to arrive at their buildings in sufficient time to perform their teaching duties pursuant to the opening of school and are expected to remain in their teaching roles after the close of school until such time as all pre-arranged conferences (including parent-Teacher conferences), committee meetings, and all duties of that particular day are fulfilled.

Section 2. Lunch Period: The regular working day shall include a minimum of a continuous forty (40) minutes of duty-free lunch period.

Section 3. Planning and Conference: Each full-time (1.0 F.T.E.) Teacher shall have at least two hundred twenty-five (225) minutes of planning and conference time per week. The time before and after school shall not be considered part of the two hundred and twenty-five (225) minutes of planning and conference time. At least one segment of planning and conference time three days per week shall not be of less than twenty-five minutes. In addition, each elementary K-5 classroom Teacher shall be scheduled an additional 30 minute block of planning and conference time per week during the regular student day. Elementary K-5 Specialist Teachers shall be scheduled an additional 30 minutes of planning and conference time per week in no less than 10-minute segments during the regular workday. K-5 Specialist Teachers shall not be assigned a duty during the student day if they have less than 255 minutes of planning and conference time during the student day.

Section 4. Travel Time: Teachers regularly assigned to more than one school shall be assigned a minimum of fifteen (15) minutes of travel time for each trip from school to school with the exception of the trip between Kensington and Goldwood for which there shall be twenty (20) minutes of travel time. Such time shall not be counted as part of the duty-free lunch period or as part of the planning and conference time.

Section 5. Specialist Teachers or Teachers who begin the workday in one building and end in another building shall have an adjusted workday so that it does not exceed 7-1/2 hours. For such Teachers the first ten (10) minutes and the last ten (10) minutes of their day shall not be used as planning and conference time.

Section 6. Notwithstanding Article 13, Section 1.b., Parent-Teacher conference days may be scheduled by the administration at different hours from the Teachers' regular workday. In scheduling, the time will be restricted to no later than 8:30 p.m. and will not exceed a total of seven hours and thirty minutes. The seven and a half hour workday will be consecutive with one hour for lunch/dinner. Parent-Teacher conferences will be split between two days at the K-5 level, with eight and a half hours scheduled for Parent/Teacher conferences. This time will be combined with in-service activities (e.g., On day one, 1:00 p.m. - 3:30 p.m. in-service, 3:30 p.m. - 4:30 p.m. dinner, 4:30 p.m. - 8:30 p.m. Parent/Teacher conferences. On day two, 8:00 a.m. - 12:30 p.m. Parent/Teacher conferences, 12:30 p.m. - 1:30 p.m. lunch, 1:30 p.m. - 3:30 p.m. in-service).

Section 7. For Grades K-5, only one Parent-Teacher conference for all students is mandatory each school year. Additional conferences for individual students may be scheduled at the request of the Teacher, parent, or principal.

Section 8. An early dismissal and/or late arrival of students in grades 9-12 will be used to provide a block of one and one fourth (1-1/4) hours (as implemented by the Board) within the Teacher work day in order to provide additional time for meetings at the high school.

ARTICLE 15

OPEN HOUSE

Each Teacher shall attend Open House Meetings as assigned by the Superintendent/designee. Teachers shall be released thirty (30) minutes earlier than the regular dismissal time for students on the day Open House is held.

Schools may schedule more than one (1) open house. However, Teachers may only be required to attend one (1) night. If a Teacher is assigned to more than one (1) Open House meeting, the Teacher shall be compensated for attending each additional Open House at the rate of \$61.74 per meeting for the 22-23 school year. The Teacher, however, shall not be released thirty (30) minutes earlier than the regular dismissal time for students.

ARTICLE 16

SPECIALIST TEACHERS

Elementary School Teachers shall not be required to remain in their classrooms when specialist Teachers (i.e., art, music, media, fitness education and computer) are in charge of the class.

ARTICLE 17

CLASS SIZE

Section 1. The administration will work toward limiting class size by, considering the availability of funds, staffing, diversity of class offerings, special student needs, the number of inclusion students in a classroom, availability of classroom space, and other district needs. These limits (excluding performing arts groups) are as follows:

Grades K - 2 = 22 students

Grades 3 - 5 = 24 students

Grades 6 - 12 Physical Education = 28 students

Grades 6 - 8 = 25 students

Grades 9 - 12 = 25 students

Labs (H.S.) Chemistry = 22 students

Labs (H.S.) Biology = 24 students

Section 2. If class sizes exceed these goals by more than one (1) student, the affected Teacher(s) may request a meeting with the principal to discuss the reason(s) for the class size in light of the above and other options or considerations. The Teacher (s) may also request that the administrator reduce to writing the reasons and the other alternatives that were considered in creating classes. Performing arts Teachers will also be extended the same opportunity to meet with the principal regarding their class sizes and scheduling options.

ARTICLE 18

INSERVICE

Teachers may attend professional conferences upon submission of an application and the approval of the application by the Superintendent/designee. Reimbursement of actual costs and expenses shall not exceed the amount authorized on the application.

Teachers also may be required by the Superintendent/designee to attend in-service sessions during the standard seven and one-half hour working day.

ARTICLE 19

STAFF MEETINGS & OTHER MEETINGS

Teachers shall attend no more than nine (9) building staff meetings on the days scheduled by the building principal. A tentative schedule of each meeting will be distributed by building principals by September 15th of each school year. The agenda for these meetings will be posted at least 24 hours prior to the meeting except in emergency situations. Said staff meetings shall not exceed one (1) hour in length.

There shall be no mandatory meetings of Teachers before the start of the regular working day. Any meetings of Teachers called after the student day by an administrator shall be announced one (1) week in advance except in emergency situations.

ARTICLE 20

PERSONNEL FILES

Section 1. The personnel file for each Teacher shall be maintained by the Board. This file shall be the only official file and shall be confidential to the maximum extent permitted by law. Upon arrangements with the Division of Human Resources, a Teacher shall have the right to review all items in his/her file except those items pertaining to conditions of initial employment including letters of reference and recommendations.

Upon request the employee shall be furnished copies of all information contained in the file. There will be no charge for copies unless the cost exceeds \$3.00. If the cost exceeds \$3.00, the cost will be 2 cents per page above the \$3.00.

Section 2. Copies of all other inclusions in the personnel file must be sent to the Teacher. Additionally, bargaining unit members may submit documents which shall be placed in their personnel file to the Division of Human Resources.

Section 3. A Teacher may attach a statement of clarification, explanation or rebuttal to any item in his/her personnel file.

ARTICLE 21

TEACHER EVALUATION

Section 1. The evaluation procedure entitled Professional Personnel Development Plan (PPDP) shall be followed in evaluating Teachers.

Section 2. The "PPDP" is hereby incorporated into the Agreement as part of the Agreement as if fully written therein.

Section 3. No member of the bargaining unit will engage in the evaluation of any other employee of the Board.

Section 4. Failure to properly follow the procedure and provisions of the PPDP is subject to the grievance procedure.

ARTICLE 22

LEAVE OF ABSENCE WITHOUT PAY

Section 1. Illness or Disability: A Leave of Absence Without Pay for a period of up to two (2) years shall be granted upon medical documentation of the need therefore.

- (a) The Teacher may be requested by the Board or its designee to have said Teacher's physician provide a written statement that an illness or disability does exist which will prevent the Teacher from returning to work and stating an estimated date of being able to return to work.
- (b) If a Teacher has been granted a Leave of Absence Without Pay for less than two years and requests an extension of that Leave of Absence Without Pay, a new statement from a physician must be submitted no later than thirty (30) calendar days prior to the expiration of the original Leave of Absence Without Pay.
- (c) A Teacher may not return to work prior to the expiration of the Leave of Absence Without Pay granted hereunder unless the Superintendent or his/her designee approves the same.
- (d) A Teacher who returns from Leave of Absence Without Pay but fails to work forty-five (45) workdays before going back on Leave of Absence Without Pay shall be considered to be continuing on his/her Leave of Absence Without Pay.

Section 2. Further Study and Training: A Leave of Absence Without Pay for a period of up to one (1) year may be granted for further formal training or study directly related to the performance of the Teacher's assignment.

- (a) In order to apply for this leave, the Teacher must have completed three (3) years of employment in the Rocky River City School District.
- (b) The Board retains in its sole discretion the right to (1) determine if the formal training or study is directly related to the performance of the Teacher's assignment, and (2) determine whether the Leave of Absence Without Pay is to be granted.

Section 3. Maternity/Paternity/Adoption Leave: Any Teacher actively employed by the Rocky River City School District who is pregnant or whose spouse is pregnant or who is adopting a child should adhere to the following procedures prior to and after the birth or adoption of the child:

(a) Prior to the Birth:

- (1) Notify the board not later than sixty (60) days prior to the expected due date or the date the Teacher wishes to begin maternity/paternity/adoption leave whichever comes earlier. The notification shall contain the expected date of birth and/or the date the maternity/ paternity/adoption leave is to begin. The notification period for adoption is only ten (10) days prior to the adoption date. (Accommodation to these procedures can be made in cases of emergency.)
- (2) Prior to the birth or adoption of a baby, sick leave can be taken any time it is necessary and under any condition listed as appropriate under Article 25.
- (3) Leave prior to the birth (paid or unpaid) related to the pregnancy will count toward available family medical leave (maximum of 12 work weeks), and the employee will be so notified per Article 22, Section 9. Group health coverage will be unaffected during the paid sick leave and/or family medical leave.

(b) After the Birth/Adoption

- (1) Immediately following the birth or adoption of the child the employee may take maternity/paternity/adoption leave. The anticipated recovery period is six (6) consecutive calendar weeks. The employee may use available sick leave for work days during this period. If the employee continues to qualify for paid sick leave under Article 25 after six (6) weeks, the employee may use additional accrued paid sick leave. All sick leave related to the birth or adoption will count toward family medical leave.
- (2) When the employee is no longer eligible for paid sick leave under Article 25, the balance of the maternity/paternity/adoption leave will be unpaid and will be granted for the remainder of the school

year in which the birth or adoption occurs and for one (1) additional school year if applied for unless the birth or adoption occurs after March 1st. If the birth or adoption occurs after March 1st the remainder of that school year and up to two (2) additional school years will be granted if applied for. Shorter durations shall be granted if a mutually agreed upon date can be arrived at between the Teacher and the superintendent/designee.

- (3) All maternity/paternity/adoption leave, paid or unpaid, will count toward the employee's family medical leave. During the period of paid sick leave and/or family medical leave, the Teacher will continue to receive all benefits at the level and under the conditions that would have been provided if the Teacher had continued to work. After exhausting family medical leave, the employee is responsible for payment of any insurance premiums during the unpaid leave.

(c) Extension of Maternity/Paternity/Adoption Leave

- (1) An employee on maternity/paternity/adoption leave who is eligible for another year of maternity/paternity/adoption leave under this section must apply in writing to the Superintendent/designee for that leave by March 1st for the next school year.
- (2) Teachers or spouses of Teachers who delivered or adopted children after March 1st shall have until July 1st in that year to apply for maternity/paternity/adoption leave for the next school year.

(d) Return to Duty from Maternity/Paternity/Adoption Leave

- (1) Teachers who wish to return to employment from maternity/paternity/ adoption leave for the next school year must notify the Superintendent/designee in writing of their intent to return prior to March 1st for the coming school year.
- (2) Teachers or Teachers whose spouses delivered or adopted children after March 1st shall have until July 1st to notify the Superintendent/designee of their intent to return to employment for the next school year.
- (3) Teachers who fail to apply for additional maternity/paternity/adoption leave by the appropriate dates in article (C) above or who fail to notify the Superintendent/designee of their intent to return to duty by the appropriate date in article (D) above will be assumed to have ended their employment with the Rocky River Schools.
- (4) Upon return from leave, the Teacher shall be reinstated to a teaching position for the start of the next school year or for a time mutually agreed to by the Teacher and the Superintendent/designee and shall resume the same position on the salary schedule held prior to the leave, unless prior to the leave the Teacher had completed one hundred twenty (120) days or more of teaching during the school year in which the maternity/paternity/adoption leave was taken.

Section 4. Other: Other Leaves of Absence Without Pay may be granted at the discretion of the Board. Requests for maternity leave beyond the time periods specified in Section 3 or paternity leave may be submitted for consideration under this Section. In no case will a Leave of Absence Without Pay be granted under this Section for a continuous period of time exceeding two (2) calendar years for Teachers on continuing contract. Leave of Absence Without Pay granted under this Section to Teachers on limited contracts shall be for no longer than the remaining period of time of employment under the limited contract then in effect for such Teacher. Prior to the expiration of the Leave above, the Teacher may request an extension by the Board.

Section 5. Procedures: The following procedure shall be followed in requesting a Leave of Absence Without Pay:

- (a) Applications for Leave of Absence Without Pay must be made to the Superintendent or his/her designee.

- (b) The Superintendent or his/her designee shall review each application and determine whether the request and documentation are sufficiently appropriate under this Article and to make a recommendation for approval of the application by the Board of Education.
- (c) Disposition of the application shall be made promptly and notice thereof forwarded to the applicant, the appropriate building principal or division administrator, the Treasurer, and a record made for the applicant's personnel file.

Section 6. No benefits that incur an expense to the Board will be granted to a Teacher while on Leave of Absence Without Pay. Provided that the benefit carrier permits, Teachers on an approved Leave of Absence Without Pay may elect to continue in Board-approved group benefit plans so long as the Teachers make immediate election to pay the cost thereof. A Teacher on an unpaid leave as of the end of the school year, who intends to return to work at the start of the next school year, will resume his/her regular Board paid insurance benefits during that summer break.

Section 7. Evidence indicating to the Board that Leave of Absence Without Pay privileges have been abused may be considered just cause for dismissal from service.

Section 8. An approved leave of absence without pay of less than two (2) years duration shall not constitute an interruption in service.

Section 9. Family Medical Leave Act of 1993 (FMLA)

Teachers may utilize FMLA leave in accordance with applicable federal law and Board Policy. Various FMLA forms published by the U.S. Department of Labor are attached hereto behind Appendix E. Any FMLA forms updated by the U.S. Department of Labor after the effective date of this Agreement shall be substituted for the outdated version posted on the Human Resources page of the district intranet.

ARTICLE 23

PAID PERSONAL LEAVE

Section 1. Established leave days: Personal leave shall be granted in the following manner:

Three (3) days per school year shall be automatically available for each Teacher. One of these days may be unrestricted at the Teacher's option. These days may be taken as half or full days.

Section 2. Incentive leave days: All, some, or none of these may apply to each Teacher:

- (a) Each year, any Teacher with a minimum of 150 accumulated sick leave days as of the first day of the school year will receive one additional day of unrestricted personal leave.
- (b) At the end of each school year, any employee who has used no personal leave days during that school year will receive one (1) additional day of sick leave which will be added to his/her total accumulated sick leave calculation.
- (c) An employee who has a minimum of 250 sick leave days as of the first day of the school year, and who uses no personal leave days during that school year, will receive one (1) additional day of sick leave which will be added to his/her total accumulated sick leave calculation.

Section 3. Procedure:

- (a) Advance notice must be given, unless in emergency situations. The absence management system must be used for application for personal leave, and the application must be submitted at least three (3) school days prior to the day of the requested leave.

- (b) No more than two (2) persons per building may schedule an unrestricted personal leave day on a given day.

Section 4. Definitions: For the purposes of this article, the following terms are clarified:

- (a) "Restricted" days are days which shall not be used for recreation, vacations or being gainfully employed.
- (b) "Unrestricted" days are days which shall not be used for being gainfully employed.
- (c) "Travel time" surrounding personal leave days is a legitimate use of personal leave.

Section 5. Conversion: Unused personal leave under Section 1 and/or 2(a) will be converted at the end of the school year to sick leave days

ARTICLE 24

PAID RELIGIOUS LEAVE

Section 1. Paid leave for religious holidays is available provided the employee has made application using the absence management system in advance and such application has been approved. This is not deducted from accumulated days of paid sick leave.

- (a) Applications must be made ten (10) days prior to the religious holiday to the Superintendent or his/her designee.
- (b) Superintendent or his/her designee shall review each application to determine whether the application is for a recognized major religious holiday of the determined religious faith of the applicant.
- (c) Disposition of the application shall be made promptly and notice thereof forwarded to the applicant, the appropriate building principal or division administrator, the Treasurer and a record made for the applicant's personnel file.

Section 2. Evidence indicating to the Board of Education that leave with pay privileges have been abused may be considered just cause for dismissal from service.

ARTICLE 25

PAID SICK LEAVE

Section 1. Entitlement: Teachers shall be entitled to fifteen (15) days sick leave with pay for each year under contract with the Board which shall be credited at the rate of one and one-fourth days per month of employment for sick leave purposes only.

Section 2. Exhaustion: An employee who exhausts his/her sick leave will be given one opportunity per school year for an advance of up to five (5) sick leave days which must be paid back before further paid sick leave may be taken.

Section 3. Reasons for use: Pursuant to and in accordance with Section 3319.141 of the Ohio Revised Code, upon approval of the responsible administrative officer of the school district, Teachers may use sick leave for absence due to:

- (a) Personal illness, pregnancy, and personal injury.
- (b) Exposure to a communicable contagious disease.

- (c) Illness, injury or death in the immediate family of the employee. "Immediate family" shall be deemed to include any relative, including those connected by marriage, or person clearly standing in the same relationship to the employee.
- (d) Visits to health care providers.
- (e) Attending funerals. Up to three (3) days per occurrence shall be granted to attend the funeral of a person not otherwise included in section 3 (c).

Section 4. Application for Sick Leave

- (a) Declaration of need for paid sick leave shall be made as soon as practical. Applications for sick leave must be made using the absence management system, or, in case of emergency, the alternative building absence notification protocol.
- (b) The appropriate building principal or division administrator shall review each application and determine the appropriateness of the application.
- (c) Disposition of the application shall be made promptly and notice thereof forwarded electronically to the applicant, the Treasurer, and the Division of Human Resources.
- (d) If an employee has been absent more than ten (10) days in a school year, the Board may request and will be provided with the name and address of the attending physician, if a physician was consulted. Nothing in this Section shall be construed to waive the right of physician/patient privilege provided by Section 2317.02 of the Ohio Revised Code.

Section 5. Evidence indicating to the Board that leave with pay privileges have been abused may be considered just cause for dismissal from service.

ARTICLE 26

CURRICULUM WRITING

Projects which fall within this Article include the initial development and major revisions of Scope and Sequences, Courses of Study, Instructional Guides, Pupil Performance Objectives, Laboratory Manuals and other such documents when identified and designated as a curriculum writing project by the Superintendent/designee.

Curriculum writing by Teachers shall be on a voluntary basis and shall be done during release time or as a curriculum writing project as determined by the Superintendent/designee in accordance with the terms set forth below.

Compensation for the curriculum writing project shall be at an hourly rate. The hourly rate shall be the same as the hourly rate set forth in Article 27 - Summer School Staffing.

The specifications for the curriculum writing project and the number of hours in which the project is to be completed shall be a joint determination between the individual Teacher and the Superintendent/designee.

ARTICLE 27

SUMMER SCHOOL STAFFING

If summer school sessions are held in and by the Rocky River City School District, properly certificated Teachers who are then current employees of the school district shall be given consideration for employment as summer school Teachers. No other provisions of this Agreement shall apply with regard to summer school employment, except Article 25 Paid Sick Leave, Article 24 Paid Religious Leave, and Article 36 Grievance Procedure. Notification of

openings will be posted in the office of each school building whenever possible. Such posting will be at least thirty (30) days in advance of the application deadline whenever possible. All applicants shall be notified of the disposition of their applications.

Summer school salaries shall be computed on a ratio basis by multiplying the hourly rate of the BA, Step 1 salary by the following factors: Degree Level: BA = 1.0 and MA = 1.1

The hourly rate shall be computed by multiplying the BA, Step 1 salary by the reciprocals of 186 and then of 7.5. Preparation, planning and conference time as established in the summer school teaching contract shall be included as part of the regular summer school day and Teachers will be compensated at the established hourly rate.

ARTICLE 28

SEVERANCE PAY

A bargaining unit member may elect, at the time of retirement/resignation from active service with the District, and with ten or more years of service with the state, any political subdivisions, or any combination thereof, to participate in one of the following plans:

Section 1. PLAN A

- (a) Teachers who resign at the end of the school year in the first year in which they attain 34 years of credit service (August 1, 2022-July 1, 2023) under STRS shall be paid a cash lump sum equal to 1/3 of the value of their accrued but unused sick leave credit to a maximum of 70 days and shall also receive a cash lump sum equal to 30% of their daily rate for the accrued but unused sick leave above 120 days.
- (b) Teachers who do not meet the criteria in Section 1a shall be paid a cash lump sum equal to 1/4 of the value of their accrued but unused sick leave credit to a maximum of 40 days and shall also receive a cash lump sum equal to \$20 per day for the accrued but unused sick leave above 120 days.
- (c) Teachers who have completed 34 years of credited service (August 1, 2022-July 1, 2023) or more under STRS or have attained age sixty (60) with less than 34 years of credited service under STRS and who have five (5) continuous years of service with the Rocky River City School District shall receive a payment for each year of service as a teacher in the Rocky River City School District of \$350 to a maximum of \$10,500.00.

Section 2. PLAN B

- (a) Teachers who reach their 34th year of service credit (August 1, 2022-July 1, 2023) under STRS rules and who resign and retire under the rules of STRS in June of their 34th year of service shall be paid a cash lump sum payment of 1/5 of their accrued but unused sick leave to a maximum of 80 days and shall be paid \$1,800 per year of service for a maximum of 30 years.
- (b) Teachers who reach their 35th year of service credit (August 1, 2022-July 1, 2023) under STRS rules and who resign and retire under the rules of STRS in June of their 35th year of service shall be paid a cash lump sum payment of 1/5 of their accrued but unused sick leave to a maximum of 80 days and shall be paid \$1,000 per year of service for a maximum of 30 years.
- (c) Teachers who reach their 36th year of service credit (August 1, 2022-July 1, 2023) under STRS rules and who resign and retire under the rules of STRS in June of their 36th year of service shall be paid a cash lump sum payment of 1/5 of their accrued but unused sick leave to a maximum of 80 days and shall be paid \$800 per year of service for a maximum of 30 years.
- (d) Teachers who reach their 37th year or higher (except for Section 2 e below) of service credit (August 1, 2022-July 1, 2023) under STRS rules and who resign and retire under the rules of STRS in June of their 37th year or

higher of service shall be paid a cash lump sum payment of 1/5 of their accrued but unused sick leave to a maximum of 80 days and shall be paid \$600 per year of service for a maximum of 30 years.

- (e) Teachers who reach their 38th year or higher of contributing service (August 1, 2022-July 1, 2023) under STRS rules AND are over the minimum age requirement for the unreduced benefit required by STRS rules shall not be eligible for any payment under Section 2.

Section 3.

Upon purchase of any years or adjustments to the teacher's total years of service credit they shall notify the Board of Education in writing within a month of the change. Failure to adhere to this obligation will result in no credit for those purchased years for severance purposes.

Section 4.

By February 1st of the school year of the teacher's retirement, s/he must inform the Board of Education in writing of his/her intent to retire during that school year and identify the Plan s/he elects for severance. Each teacher will be eligible for only one plan under Article 28, Section 1, or 2. Election of a plan cannot be changed once elected. Failure of the teacher to give proper and timely notice will limit teacher severance to Article 28, Section 1b for that year. All teachers with a F.T.E. of .5 or higher would be eligible for severance under this section in an amount equivalent to their F.T.E.

Section 5.

All severance payments for all certificated staff, unless otherwise noted in Article 18, shall be made in equal installments, with one-fourth paid in the first payroll in January of the first calendar year following the effective date of resignation or retirement, followed by payment of one-fourth in the first payroll in January for three (3) additional years.

Section 6.

To be eligible for any severance payments, teachers must have at least five (5) continuous years of service in the Rocky River School System directly prior to their retirement.

Section 7. Definitions:

- A. Daily rate is the rate of pay per day in the last year of employment.
- B. Accrued but unused sick leave beyond 210 days for this purpose began January 1, 1981.

Section 8. 403(b) Special Pay Plan:

Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt a Tax Deferred 403(b) Annuity.

- 1) The terms of the 403(b) Special Pay Plan shall include the following:
 - a) Participation in the 403(b) Special Pay Plan shall be mandatory for any eligible teacher fifty-five (55) years of age or older in the calendar year in which the teacher retires. For those eligible employees under the age of fifty-five (55), severance payments shall be made in a cash payment directly to the employee.
 - b) If a retiring teacher is a participant in the 403(b) Special Pay Plan, an employer contribution shall be made on his/her behalf under the 403(b) Special Pay Plan in an amount equal to the total amount of the participant's severance pay.
 - c) The required contribution to the 403(b) Special Pay Plan shall be made within the timeframe described above; provided, however, that if the amount payable to the 403(b) Special Pay Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income

tax law for that year, the remaining amount shall be contributed to the 403(b) Special Pay Plan after the first payroll date in January of the next calendar year.

- d) A teacher who is a participant in the 403(b) Special Pay Plan shall complete a 403(b) Special Pay Plan sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance pay and/or retirement incentive pay shall be made to the 403(b) Special Pay Plan on behalf of the teacher.
 - e) If a teacher is entitled to have a contribution paid to the 403(b) Special Pay Plan and dies prior to such contribution being paid to the 403(b) Special Pay Plan, the contribution shall be paid to a beneficiary of the teacher in accordance with the terms of the 403(b) Special Pay Plan. In the event no beneficiary was designated by the employee, the severance pay will be paid to the deceased's estate.
 - f) The Plan year of the 403(b) Special Pay Plan shall be the calendar year.
 - g) After adoption of the 403(b) Special Pay Plan, any administrative fees shall be borne by the 403(b) Special Pay Plan Participants.
- 2) Any teacher who is entitled to severance pay and/or retirement incentive pay who is not an eligible participant in the 403(b) Special Pay Plan will continue to be eligible for any and all severance payments and/or retirement incentive payments.
 - 3) All contributions to the 403(b) Special Pay Plan and all check payments to teachers shall be subject to reduction for any tax withholding or other withholding required by law. Neither the Board nor the R.R.T.A. guarantees any tax results associated with the 403(b) Special Pay Plan or check payments made to a teacher.
 - 4) In the event a teacher is ineligible to participate in the 403(b) Special Pay Plan and dies, the severance pay shall be paid to the employee's estate.

ARTICLE 29

IN-SCHOOL SUBSTITUTION

When it becomes necessary to assign building staff to substitute for an absent Teacher, the building principal will first attempt to utilize non-teaching staff.

In the event a Teacher is required or volunteers with the approval of the Superintendent or his/her designee to teach or supervise a classroom as a substitute for another Teacher during his/her planning and conference time, the Teacher shall be paid a prorated stipend of \$40.14 per hour for the 22-23 school year (prorated by actual minutes of substitution).

No Teacher shall be required to perform such paid substitution more than two and one-half (2-1/2) hours per semester at elementary schools and four (4) hours per semester at the Middle School and High School.

In the event a Teacher accumulates paid substitutions of eight (8) hours at the middle school/high school or five (5) hours at the elementary school, the Teacher will receive a payment of \$150.00 (paid in the 1st payroll in July) and one additional sick leave day.

In the event a Teacher accumulates paid substitutions of ten (10) hours at the middle school/high school or seven (7) hours at the elementary school, the Teacher will receive a total payment of \$250.00 (paid in the 1st payroll in July) and a total of two (2) additional sick leave days.

Upon request of the substituting Teacher and when available, clerical assistance will be provided in order to help in the preparation of materials, etc. for his/her own class due to lost planning and conference time.

ARTICLE 30

EXTRA SUPERVISORY DUTIES

Teachers may volunteer to supervise evening and/or Saturday school activities which occur beyond the regular working day. Teachers accepting the assignment by the Superintendent/designee to such supervision shall be paid at the rate of \$62.55 per activity session for the 22-23 school year. Where the supervisory duty includes an overnight stay, the Teacher will be compensated for two activity sessions, one for the actual activity and the other for the overnight chaperoning activity. The payment shall be made through the standard payroll procedures.

ARTICLE 31

SUPPLEMENTAL DUTY CONTRACTS

Section 1. After the initial employment the acceptance or rejection of any supplemental contract(s) shall not be a condition for continued employment.

Section 2. Salaries identified in Section 3 through 12 of this Article shall be paid if and when such contracts are offered by the Board, accepted by the Teacher, and the duties performed and completed. The Board reserves the right to create additional Supplemental Duty positions beyond those enumerated in Sections 3 through 12 and to offer and enter into additional Supplemental Duty Contracts. The Board agrees to indemnify and hold harmless the R.R.T.A. and its agents from any and all charges, claims, and/or suits for violations of any state or federal laws and/or regulations relating to discrimination or equality of pay resulting from the creation of those positions.

If such positions are held by persons who are not Teachers employed by the Board, they shall be paid the salaries set forth in Sections 3 through 12 of this Article. No other provisions of this Agreement shall apply to persons employed only in a Supplemental Duty position.

Teachers shall be assigned to Column A for their first and second years in the same supplemental duty category, including previous out of district experience. Teachers shall be assigned to Column B for their third, fourth, and fifth years in the same supplemental category. Teachers shall be assigned to Column C for their sixth, seventh, and eighth years in the same supplemental category. Teachers shall be assigned to Column D for their ninth, tenth, and eleventh years in the same supplemental category in Rocky River. Teachers shall be assigned to Column E for their twelfth, thirteenth, and fourteenth in the same supplemental category in Rocky River. Teachers shall be assigned to Column F for their fifteenth year and beyond in the same supplemental category in Rocky River.

The Rocky River Board of Education and the R.R.T.A. agree to group together all supplementals that are related under a broad heading and apply the following language:

Should anyone employed under a Rocky River supplemental contract change positions within the same broad heading, he/she shall carry the experience from the supplemental position being vacated to the immediate position being assumed unless longevity would move him/her to the next column.

All supplemental salary positions, as well as hourly paid positions set out in the Agreement, shall continue in effect for the period of time from July 1, 2022 until June 30, 2023.

Section 3. Employees on an extended paid or unpaid leave in excess of 15 school days will be allowed to perform any supplementals that occur outside of the school day. They will be allowed to perform supplementals that occur during the school day only if they can do the supplemental in the same way as before the leave. If special arrangements can be made with the agreement of the administrator to enable the employee to fulfill the duties of the supplemental during the school day, exceptions to the rules above can be made. If a replacement is necessary, the supplemental pay will be prorated between the individuals. (See form for sick leave and check the appropriate box.)

Section 4. Coordinators of Instruction and Subject Coordinators (if such positions are filled). Coordinators listed in this section shall be paid as a Supplemental Duty salary (a) 1/186 of their Teacher salary for each day beyond the regular school year said Coordinator is assigned by the Superintendent, and (b) the amount set forth for the duties of the position.

- (a) Workshops, Inservice: As a part of the Supplemental Duty Contract, these Coordinators shall attend up to eight (8) hours of workshops or inservice, as assigned by the Superintendent/designee, beyond that which the Coordinator is required to attend as a Teacher.
- (b) Evening Meetings: An evening meeting is one which would require the Coordinator to return to school or designated meeting place and which directly involves either parents and/or students. Coordinators shall attend two (2) such meetings per year as part of their Supplemental Duty Contract. Any Coordinator required, by the Superintendent/designee, to attend any such meetings in excess of the two (2) meetings specified above shall be compensated at the rate of \$48.02 per meeting for the 22-23 school year.
- (c) Saturday, Sunday, Summer Meetings: No Coordinator shall be required, by the Superintendent/designee, to attend any meetings on Saturday or Sunday or during the summer months on a day for which he/she is not under contract to work.

Section 5. Coordinators of Athletics, Guidance and Learning Resource Services (if such positions are filled). Coordinators listed in this section shall be paid as a Supplemental Duty salary (a) 1/186 of base salary for each day beyond the regular school year and said Coordinator is assigned by the Superintendent, and (b) the amount set forth for the duties of the position.

- (a) Workshops, Inservice: As a part of the Supplemental Duty Contract, these Coordinators shall attend up to eight (8) hours of workshops or inservice, as assigned by the Superintendent/designee, beyond that which the Coordinator is required to attend as a Teacher.
- (b) Evening Meetings for LRS Coordinators: An evening meeting is one which would require the LRS Coordinator to return to school or designated meeting place and which directly involves either parents and/or students. The Coordinator shall attend six (6) such meetings per year in addition to Open Houses, as part of his/her Supplemental Duty Contract. Any LRS Coordinator required, by the Superintendent/designee, to attend any such meetings in excess of the six (6) meetings specified above, shall be compensated at the rate of \$48.02 per meeting for the 22-23 school year.

Section 6. Members of the bargaining unit who have supplemental duty contracts will be paid as follows:

- (a) Lump sum payment at conclusion of season (payment will be made as quickly as possible, following the fulfillment of contractual obligations); or
- (b) Twenty-four (24) pays for supplemental contracts that last the entire school year.

Election of the pay option must be made at the time that the supplemental duty contract is signed.

Section 7. School Development Plan (if such position is filled)

Teachers who hold a School Development Plan Supplemental Duty Contract shall be compensated with a Supplemental Duty Contract of \$1,234.91 for the 22-23 school year. Teachers holding these supplemental duty contracts shall be exempt from the supplemental duty evaluation procedures of the PPDP.

Section 8. Mentoring Program (if such position is filled)

Teachers who hold a Mentoring Program Supplemental Duty Contract shall be compensated with a Supplemental Duty Contract of \$1,338.70 for the 22-23 school year.

August 1, 2022 to July 31, 2023

				<u>Yrs 1 -2</u>	<u>Yrs 3 - 5</u>	<u>Yrs 6 - 8</u>	<u>Yrs 9 - 11</u>	<u>Yrs 12 - 14</u>	<u>Yrs 15+</u>
<u>Type</u>	<u>Area</u>	<u>Position</u>	<u>#</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Athletic	Baseball	Head, High School	1	\$5,346	\$5,882	\$6,415	\$6,737	\$7,074	\$7,427
Athletic	Baseball	Asst., High School	2	\$3,497	\$3,844	\$4,195	\$4,405	\$4,626	\$4,857
Athletic	Basketball	Head, High School	3	\$6,307	\$6,935	\$7,566	\$7,853	\$8,341	\$8,758
Athletic	Basketball	Asst., High School	4	\$3,839	\$4,223	\$4,607	\$4,837	\$5,079	\$5,332
Athletic	Basketball	Middle School	5	\$2,796	\$3,078	\$3,356	\$3,524	\$3,700	\$3,885
Athletic	Cross Country	Head, High School	6	\$3,887	\$4,277	\$4,665	\$4,898	\$5,143	\$5,400
Athletic	Cross Country	Asst., High School	7	\$2,590	\$2,848	\$3,107	\$3,277	\$3,426	\$3,597
Athletic	Cross Country	Middle School	8	\$2,193	\$2,412	\$2,631	\$2,763	\$2,901	\$3,046
Athletic	Football	Head, High School	9	\$7,773	\$8,547	\$9,325	\$9,791	\$10,281	\$10,795
Athletic	Football	Asst., High School	10	\$5,183	\$5,700	\$6,217	\$6,529	\$6,855	\$7,198
Athletic	Football	Head, Middle School	11	\$4,194	\$4,613	\$5,074	\$5,328	\$5,594	\$5,874
Athletic	Football	Asst., Middle School	12	\$2,796	\$3,078	\$3,355	\$3,525	\$3,700	\$3,885
Athletic	Golf	Head, High School	13	\$3,166	\$3,484	\$3,801	\$3,990	\$4,190	\$4,400
Athletic	Golf	Asst., High School	14	\$1,634	\$1,794	\$1,952	\$2,047	\$2,149	\$2,257
Athletic	Gymnastics	Head, High School	15	\$5,346	\$5,882	\$6,415	\$6,737	\$7,074	\$7,427
Athletic	Gymnastics	Asst., High School	16	\$3,206	\$3,529	\$3,849	\$4,040	\$4,242	\$4,454
Athletic	Hockey	Head, High School	17	\$5,346	\$5,882	\$6,415	\$6,737	\$7,074	\$7,427
Athletic	Hockey	Asst., High School	18	\$3,206	\$3,529	\$3,849	\$4,040	\$4,242	\$4,454
Athletic	Lacrosse	Head, High School	19	\$5,038	\$5,543	\$6,045	\$6,348	\$6,665	\$6,998
Athletic	Lacrosse	Asst., High School	20	\$3,021	\$3,321	\$3,626	\$3,807	\$3,997	\$4,198
Athletic	Soccer	Head, High School	21	\$5,612	\$6,176	\$6,735	\$7,072	\$7,425	\$7,796
Athletic	Soccer	Asst., High School	22	\$3,670	\$4,037	\$4,405	\$4,625	\$4,856	\$5,099
Athletic	Softball	Head, High School	23	\$5,346	\$5,882	\$6,415	\$6,737	\$7,074	\$7,427
Athletic	Softball	Asst., High School	24	\$3,497	\$3,844	\$4,195	\$4,405	\$4,626	\$4,857
Athletic	Softball	Middle School	25	\$2,780	\$3,058	\$3,337	\$3,503	\$3,678	\$3,862
Athletic	Swimming	Head, High School	26	\$5,346	\$5,882	\$6,415	\$6,737	\$7,074	\$7,427
Athletic	Swimming	Asst., High School	27	\$3,027	\$3,331	\$3,634	\$3,818	\$4,008	\$4,208
Athletic	Tennis	Head, High School	28	\$2,796	\$3,078	\$3,356	\$3,524	\$3,700	\$3,885
Athletic	Tennis	Asst., High School	29	\$2,193	\$2,412	\$2,631	\$2,763	\$2,901	\$3,046
Athletic	Track	Head, High School	30	\$5,346	\$5,882	\$6,415	\$6,737	\$7,074	\$7,427

				<u>Yrs 1 - 2</u>	<u>Yrs 3 - 5</u>	<u>Yrs 6 - 8</u>	<u>Yrs 9 - 11</u>	<u>Yrs 12 - 14</u>	<u>Yrs 15+</u>
<u>Type</u>	<u>Area</u>	<u>Position</u>	<u>#</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Athletic	Track	Asst., High School	31	\$3,206	\$3,529	\$3,849	\$4,087	\$4,242	\$4,454
Athletic	Track	Head, Middle School	32	\$3,206	\$3,529	\$3,849	\$4,087	\$4,242	\$4,454
Athletic	Track	Asst., Middle School	33	\$2,590	\$2,850	\$3,107	\$3,263	\$3,426	\$3,597
Athletic	Volleyball	Head, High School	34	\$5,612	\$6,176	\$6,735	\$7,072	\$7,425	\$7,796
Athletic	Volleyball	Asst., High School	35	\$3,742	\$4,115	\$4,488	\$4,713	\$4,949	\$5,196
Athletic	Volleyball	Middle School	36	\$2,935	\$3,231	\$3,525	\$3,702	\$3,887	\$4,081
Athletic	Wrestling	Head, High School	37	\$5,755	\$6,332	\$6,908	\$7,253	\$7,615	\$7,997
Athletic	Wrestling	Asst., High School	38	\$3,839	\$4,223	\$4,607	\$4,837	\$5,079	\$5,332
Athletic	Wrestling	Middle School	39	\$2,796	\$3,078	\$3,356	\$3,524	\$3,700	\$3,885
Athletic	Cheerleader Advisor	Head, Football	40	\$2,951	\$3,277	\$3,577	\$3,755	\$3,943	\$3,850
Athletic	Cheerleader Advisor	Asst., Football	41	\$2,360	\$2,597	\$2,839	\$2,980	\$3,129	\$3,285
Athletic	Cheerleader Advisor	Head, Basketball	42	\$2,951	\$3,277	\$3,577	\$3,755	\$3,943	\$3,850
Athletic	Cheerleader Advisor	Asst., Basketball	43	\$2,360	\$2,597	\$2,839	\$2,980	\$3,129	\$3,285
Athletic	Cheerleader Advisor	Middle School (Fall)	44	\$1,494	\$1,640	\$1,788	\$1,879	\$1,972	\$2,071
Athletic	Cheerleader Advisor	Middle School (Winter)	45	\$1,494	\$1,640	\$1,788	\$1,879	\$1,972	\$2,071
Co-Curricular	Academic Challenge	Advisor	46	\$1,108	\$1,221	\$1,332	\$1,399	\$1,469	\$1,543
Co-Curricular	Advanced Placement	Advisor	47	\$671	\$738	\$805	\$846	\$888	\$933
Co-Curricular	AFS/Foreign Exchange	Advisor	48	\$1,108	\$1,221	\$1,332	\$1,399	\$1,469	\$1,543
Co-Curricular	Chemical Hygiene	Officer	49	\$2,092	\$2,301	\$2,531	\$2,659	\$2,791	\$2,931
Co-Curricular	Class Advisor	Senior	50	\$1,865	\$2,052	\$2,238	\$2,350	\$2,467	\$2,591
Co-Curricular	Class Advisor	Junior	51	\$959	\$1,057	\$1,151	\$1,207	\$1,268	\$1,331
Co-Curricular	Class Advisor	Sophomore	52	\$834	\$917	\$1,005	\$1,054	\$1,106	\$1,162
Co-Curricular	Class Advisor	Freshman	53	\$834	\$917	\$1,005	\$1,054	\$1,106	\$1,162
Co-Curricular	Class Advisor	8th Grade	54	\$834	\$917	\$1,005	\$1,054	\$1,106	\$1,162
Co-Curricular	Drama/Stage	Play, Director, High School	55	\$3,562	\$3,921	\$4,277	\$4,490	\$4,715	\$4,950
Co-Curricular	Drama/Stage	Play, Asst., High School	56	\$1,401	\$1,540	\$1,679	\$1,763	\$1,852	\$1,944
Co-Curricular	Drama/Stage	Musical, Director, High School	57	\$3,949	\$4,343	\$4,738	\$4,977	\$5,226	\$5,486
Co-Curricular	Drama/Stage	Musical, Asst., High School	58	\$1,401	\$1,540	\$1,679	\$1,763	\$1,852	\$1,944
Co-Curricular	Drama/Stage	Musical, Vocal Director, High School	59	\$1,401	\$1,540	\$1,679	\$1,763	\$1,852	\$1,944

				<u>Yrs 1 - 2</u>	<u>Yrs 3 - 5</u>	<u>Yrs 6 - 8</u>	<u>Yrs 9 - 11</u>	<u>Yrs 12 - 14</u>	<u>Yrs 15+</u>
<u>Type</u>	<u>Area</u>	<u>Position</u>	<u>#</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Co-Curricular	Drama/Stage	Musical, Instrumental Director, High School	60	\$1,401	\$1,540	\$1,679	\$1,763	\$1,852	\$1,944
Co-Curricular	Drama/Stage	One Act, Director, High School	61	\$1,401	\$1,540	\$1,679	\$1,763	\$1,852	\$1,944
Co-Curricular	Drama/Stage	Director, Middle School	62	\$2,332	\$2,565	\$2,798	\$2,938	\$3,085	\$3,239
Co-Curricular	Drama/Stage	Talent Show, Director, High School	63	\$1,679	\$1,847	\$2,015	\$2,115	\$2,221	\$2,332
Co-Curricular	Drama/Stage	Thespian Advisor, High School	64	\$931	\$1,026	\$1,119	\$1,174	\$1,233	\$1,295
Co-Curricular	Drama/Stage	Thespian Advisor, Middle School	65	\$834	\$917	\$1,005	\$1,054	\$1,106	\$1,162
Co-Curricular	Drama/Stage	Stage Manager, High School (annual)	66	\$3,492	\$3,839	\$4,186	\$4,396	\$4,615	\$4,846
Co-Curricular	Drama/Stage	Stage Tech Assistant, High School, Fall	67	\$1,402	\$1,540	\$1,679	\$1,763	\$1,853	\$1,945
Co-Curricular	Drama/Stage	Stage Tech Assistant, High School, Winter	68	\$1,402	\$1,540	\$1,679	\$1,763	\$1,853	\$1,945
Co-Curricular	Drama/Stage	Stage Tech Assistant, High School, Spring	69	\$1,402	\$1,540	\$1,679	\$1,763	\$1,853	\$1,945
Co-Curricular	Drama/Stage	Stage Crew Advisor, High School (annual)	70	\$2,743	\$3,016	\$3,289	\$3,454	\$3,626	\$3,808
Co-Curricular	Exceptional Student Club	Advisor	71	\$1,164	\$1,281	\$1,395	\$1,466	\$1,539	\$1,616
Co-Curricular	Forensics	Director, High School	72	\$3,027	\$3,331	\$3,634	\$3,818	\$4,008	\$4,208
Co-Curricular	Forensics	Asst., High School	73	\$1,401	\$1,540	\$1,679	\$1,763	\$1,852	\$1,944
Co-Curricular	Key Club	Advisor	74	\$1,164	\$1,281	\$1,395	\$1,466	\$1,538	\$1,616
Co-Curricular	Music, Instrumental	Music Director, Intermediate School	75	\$2,332	\$2,565	\$2,798	\$2,938	\$3,085	\$3,239
Co-Curricular	Music, Instrumental	Director, Middle School	76	\$3,096	\$3,409	\$3,719	\$3,904	\$4,099	\$4,304
Co-Curricular	Music, Instrumental	Band 6th Grade	77	\$1,402	\$1,540	\$1,679	\$1,763	\$1,853	\$1,902
Co-Curricular	Music, Instrumental	Band 7th Grade	78	\$1,402	\$1,540	\$1,679	\$1,763	\$1,853	\$1,902
Co-Curricular	Music, Instrumental	Band 8th Grade	79	\$1,402	\$1,540	\$1,679	\$1,763	\$1,853	\$1,902
Co-Curricular	Music, Instrumental	Jazz Band Director, Middle School	80	\$1,534	\$1,689	\$1,840	\$1,932	\$2,028	\$2,130
Co-Curricular	Music, Instrumental	Band, Director, High School	81	\$4,180	\$4,597	\$5,014	\$5,267	\$5,529	\$5,808
Co-Curricular	Music, Instrumental	Band, Asst., High School	82	\$3,289	\$3,621	\$3,949	\$4,145	\$4,352	\$4,570
Co-Curricular	Music, Instrumental	Marching Band, Director, High School	83	\$4,022	\$4,425	\$4,826	\$5,068	\$5,452	\$5,587
Co-Curricular	Music, Instrumental	Marching Band, Squad Advisor	84	\$2,193	\$2,412	\$2,631	\$2,763	\$2,901	\$3,046
Co-Curricular	Music, Instrumental	Velvetones Advisor, High School	85	\$3,138	\$3,451	\$3,764	\$3,952	\$4,150	\$4,358

				<u>Yrs 1 -2</u>	<u>Yrs 3 - 5</u>	<u>Yrs 6 - 8</u>	<u>Yrs 9 - 11</u>	<u>Yrs 12 - 14</u>	<u>Yrs 15+</u>
<u>Type</u>	<u>Area</u>	<u>Position</u>	<u>#</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Co-Curricular	Music, Vocal	Choir Director, Intermediate School	86	\$677	\$745	\$819	\$860	\$903	\$947
Co-Curricular	Music, Vocal	Director, Grade 6	87	\$1,401	\$1,540	\$1,679	\$1,763	\$1,852	\$1,903
Co-Curricular	Music, Vocal	Director, Grade 7	88	\$1,401	\$1,540	\$1,679	\$1,763	\$1,852	\$1,903
Co-Curricular	Music, Vocal	Director, Grade 8	89	\$1,401	\$1,540	\$1,679	\$1,763	\$1,852	\$1,903
Co-Curricular	Music, Vocal	Chamber Choir Director, Middle School	90	\$1,164	\$1,281	\$1,395	\$1,466	\$1,539	\$1,616
Co-Curricular	Music, Vocal	Choir Director, High School	91	\$3,027	\$3,331	\$3,634	\$3,818	\$4,008	\$4,208
Co-Curricular	Music, Vocal	Show Choir Director, High School	92	\$3,138	\$3,451	\$3,764	\$3,952	\$4,150	\$4,358
Co-Curricular	Music, Vocal	Show Choir Asst., High School per number (Minimum 7)	93	\$458	\$458	\$458	\$458	\$458	\$458
Co-Curricular	National Honor Society	Advisor	94	\$1,787	\$1,967	\$2,154	\$2,262	\$2,374	\$2,493
Co-Curricular	Newspaper	Advisor, High School	95	\$2,743	\$3,016	\$3,289	\$3,454	\$3,626	\$3,808
Co-Curricular	Newspaper	Advisor, Middle School	96	\$2,743	\$3,016	\$3,289	\$3,454	\$3,626	\$3,808
Co-Curricular	Pirate Girls	Advisor	97	\$1,164	\$1,281	\$1,395	\$1,466	\$1,538	\$1,616
Co-Curricular	PLUS Activity	Advisor	98	\$1,164	\$1,281	\$1,395	\$1,466	\$1,538	\$1,616
Co-Curricular	Recycling Club	Advisor	99	\$1,164	\$1,281	\$1,395	\$1,466	\$1,538	\$1,616
Co-Curricular	Safety Patrol	Advisor, Intermediate School	100	\$1,164	\$1,281	\$1,395	\$1,466	\$1,538	\$1,616
Co-Curricular	Science Olympiad	Advisor, High School	101	\$2,498	\$2,748	\$2,998	\$3,147	\$3,305	\$3,471
Co-Curricular	Science Olympiad	Advisor, Middle School	102	\$1,866	\$2,051	\$2,239	\$2,349	\$2,467	\$2,590
Co-Curricular	Science Olympiad	Advisor, Asst. Middle School	103	\$933	\$1,026	\$1,119	\$1,175	\$1,234	\$1,296
Co-Curricular	Service Learning	Advisor	104	\$2,498	\$2,748	\$2,998	\$3,147	\$3,305	\$3,471
Co-Curricular	Student Council	Advisor, High School	105	\$2,743	\$3,016	\$3,289	\$3,454	\$3,626	\$3,808
Co-Curricular	Student Council	Advisor, Middle School	106	\$1,865	\$2,051	\$2,238	\$2,350	\$2,467	\$2,590
Co-Curricular	Student Council	Advisor, Intermediate School	107	\$1,163	\$1,281	\$1,397	\$1,466	\$1,538	\$1,615
Co-Curricular	Yearbook	Advisor, High School	108	\$3,482	\$3,829	\$4,179	\$4,387	\$4,606	\$4,837
Co-Curricular	Yearbook	Advisor, Middle School	109	\$1,182	\$1,299	\$1,418	\$1,489	\$1,564	\$1,641
Acad/Coord	Time Beyond	Guidance Counselor	110	\$1,577	\$1,734	\$1,891	\$1,987	\$2,086	\$2,191
Acad/Coord	Time Beyond	Psychologist	111	\$2,055	\$2,261	\$2,468	\$2,591	\$2,721	\$2,857
Acad/Coord	Coordinator	Instruction/Grade Level	112	\$4,180	\$4,598	\$5,017	\$5,268	\$5,531	\$5,808

				<u>Yrs 1 -2</u>	<u>Yrs 3 - 5</u>	<u>Yrs 6 - 8</u>	<u>Yrs 9 - 11</u>	<u>Yrs 12 - 14</u>	<u>Yrs 15+</u>
<u>Type</u>	<u>Area</u>	<u>Position</u>	<u>#</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Acad/Coord	Coordinator	Subject	113	\$2,723	\$2,996	\$3,268	\$3,431	\$3,603	\$3,784
Acad/Coord	Coordinator	Subject, Guidance	114	\$4,467	\$4,913	\$5,358	\$5,625	\$5,906	\$6,202
Acad/Coord	Coordinator	Subject, ELA K - 5	115	\$3,887	\$4,277	\$4,661	\$4,896	\$5,142	\$5,399
Acad/Coord	Coordinator	LRS	116	\$3,314	\$3,644	\$3,978	\$4,177	\$4,386	\$4,605
Acad/Coord	Coordinator	Elementary Camp	117	\$2,090	\$2,300	\$2,508	\$2,635	\$2,767	\$2,904
Acad/Coord	Events Manager	High School, Fall	118	\$2,810	\$3,168	\$3,456	\$3,627	\$3,809	\$3,999
Acad/Coord	Events Manager	High School, Winter	119	\$2,810	\$3,168	\$3,456	\$3,627	\$3,809	\$3,999
Acad/Coord	Events Manager	High School, Spring	120	\$2,810	\$3,168	\$3,456	\$3,627	\$3,809	\$3,999
Acad/Coord	Events Manager	Middle School	121	\$5,168	\$5,685	\$6,216	\$6,523	\$6,851	\$7,192

ARTICLE 32

INSURANCE BENEFITS

Section 1. Health Insurance: The following adjustments, as set forth in subparagraphs (a), (b), and (c), shall be made to the health insurance coverages.

- (a) The Board shall pay 85% (07/01/22 - 06/30/23) of the cost of the monthly premium for single or family healthcare insurance for full-time (1.0 F.T.E.) employees who elect to enroll in the Rocky River Medical Benefits Plan, and the eligible employee shall pay the remaining balance of the monthly premium.
- (b) The Board will pay percentage of the above stated costs, as appropriate, to the employee's F.T.E. for Teachers serving half-time (.5 F.T.E.) or more.
- (c) For the employees who choose coverage, the prescription drug coverage shall be \$10 deductible for generic equivalent drugs, \$20 deductible for formulary drugs, and \$40 for non-formulary drugs. A Teacher may secure no more than a thirty-four (34) day supply of prescription drugs unless he/she uses the mail order program available for longer-term prescriptions or maintenance drugs. A \$25 deductible shall apply to mail-ordered generic equivalent drugs, \$50 for mail-ordered formulary drugs, and \$100 for mail-ordered non-formulary drugs. Mail order includes a 90-day supply of the prescription drug.
- (d) Medical insurance plan design:

Health Insurance - Benefit Type	Benefit Level	
	Network (Single/Family)	Non-Network (Single/Family)
Deductible	\$550/\$1,100	\$1,100/\$2,200
Co-Insurance	90%	70%
Co-Insurance Maximum	\$1,375/\$2,750	\$2,750/\$5,500
Annual Out of Pocket Maximum (Deductible + Co-Insurance Max)	\$1,925/\$3,850	\$3,850/\$7,700
Office Visit Copay - Primary Care	\$30, then 100% (100% after co-pay expires June 30, 2023)	
Office Visit Copay - Specialist/Urgent Care	\$40, then 100% (100% after co-pay expires June 30, 2023)	
Emergency Room - Emergency/Non-Emergency	\$100/\$200	

Rx Plan Design	
Tier 1 Retail (34 day supply) - Generic	\$20
Tier 2 Retail (34 day supply) - Brand Formulary (Preferred)	\$35
Tier 3 Retail (34 day supply) - Brand Formulary (Non-Preferred)	\$50
Tier 1 Mail Order (90 day supply) - Generic	\$20
Tier 2 Mail Order (90 day supply) - Brand Formulary (Preferred)	\$35
Tier 3 Mail Order (90 day supply) - Brand Formulary (Non-Preferred)	\$50

<u>Minimum Value Plan Benefit</u>	<u>2022-2023</u>
<u>Employee Premium Contribution</u>	<u>15%</u>
<u>Deductible, Network</u>	<u>\$7,350/\$14,700 (2018)</u> <u>Will Be Adjusted Annually based on U.S. Department of Health and Human Services (HHS) limits</u>
<u>Deductible, Non-Network</u>	<u>\$14,200/\$28,400 (2018)</u> <u>Will Be Adjusted Annually based on U.S. Department of Health and Human Services (HHS) limits</u>
<u>Co-Insurance, Network</u>	<u>100%/100%</u>
<u>Co-Insurance, Non-Network</u>	<u>70%/70%</u>
<u>Co-Insurance Maximum, Network</u>	<u>0%/0%</u>

<u>Co-Insurance Maximum, Non-Network</u>	<u>\$1,000/\$2,000</u>
<u>Annual Out of Pocket Max, Network</u> <u>(deductible + co-insurance max)</u>	<u>\$7,350/\$14,700 (2018)</u> <u>Will Be Adjusted Annually based on U.S. Department of Health and Human Services (HHS) limits</u>
<u>Annual Out of Pocket Max, Non-Network</u>	<u>\$15,200/\$30,400 (2018)</u> <u>Will Be Adjusted Annually based on U.S. Department of Health and Human Services (HHS) limits</u>
<u>Office Visit Co-Pay</u> <u>(primary care/specialist/Urgent care)</u>	<u>Deductible/Deductible</u>
<u>Emergency Room</u>	<u>Deductible/Deductible</u>

Section 2. Life Insurance: The Board shall provide for each Teacher employed .5 F.T.E. or more a \$50,000 group term life insurance policy.

Section 3. Dental Insurance: The Teacher may upon his/her request, enroll in one of the following group plans provided through the Board:

- (a) Rocky River Dental Benefits Plan "Scheduled Dental" or an equivalent dental insurance plan selected in accordance with Section 6. The Board shall pay eighty percent (80%) of the single subscriber premium and eighty percent (80%) of the family premium for the full-time equivalent (1.0 F.T.E.) employee.
- (b) Rocky River Dental Benefits Plan "UCR Dental" (i.e., "higher benefit plan") or an equivalent dental insurance plan selected in accordance with Section 6. The Board shall pay sixty percent (60%) of the single subscriber premium and sixty percent (60%) of the family premium for the full-time equivalent (1.0 F.T.E.) employee.
- (c) The Board will pay a percentage of the above stated cost equal to the employee's F.T.E. for Teachers serving half-time (.5 F.T.E.) or more.

Section 4. Said health and dental insurance programs will be subject to the terms of the contract of the Rocky River Dental and Medical Benefits Plans.

Section 5. Vision Insurance: The Teacher may upon his/her request, enroll in a group vision plan selected in accordance with Section 6.

Section 6. Effective July 1, 2014, employees retiring at or after the end of the school year will be eligible for health and related insurance (health, prescription drug, life, dental, vision) coverage until July 31st of the school year in which they retire.

Section 7. Working/Retired/Medicare Spouse:

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If you submit false information or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted for the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If you submit false information, you may be subject to disciplinary action, up to and including termination of employment.

Section 7. At Labor Management Committee ("LMC"), the parties:

- (a) Will regularly discuss and study the healthcare, life, dental and vision insurance programs and benefits of the District as they affect the members of the bargaining unit;
- (b) Will obtain appropriate information necessary to engage in the process of examining the healthcare, life, dental and vision insurance programs and benefits of the District;
- (c) Will consider qualified candidates to serve as the District's insurance agent and by consensus, will recommend the most qualified candidate to the Superintendent who will then submit such recommendation to the Board of Education for its consideration;
- (d) By consensus may invite the District's insurance agent and/or other outside consultants to LMC meetings to provide information that may be helpful to the parties' examination of the healthcare, life, dental and/or vision insurance programs;

- (e) By consensus may identify the need to consider changing the provider(s) and/or plan design of the District's healthcare, life, dental and/or vision insurance programs;
- (f) By consensus may identify (no later than 90 days prior to any insurance renewal date) acceptable insurance providers and plans using detailed "covered benefit" descriptions so that the District may obtain proposals to provide such insurance as part of the District's insurance programs and benefits; and
- (g) By consensus may recommend to the Superintendent providers and/or plan design changes to the current healthcare, life, dental and vision insurance programs and benefits.

The Board of Education may elect to obtain healthcare, life, dental and/or vision insurance from another provider during the term of this Agreement provided that the parties complied with the process indicated in the preceding paragraphs of this section and the insurance is the same level of benefits contained in the detailed "covered benefit" descriptions.

Section 8. Insurance Waiver: An employee who was receiving Board-covered medical and prescription insurances under Section 1 as of June 30, 2006, and any subsequent new employee may elect not to receive the board insurance coverages provided above and instead elect to receive additional compensation of \$5,000 (family plan) or \$1,500 (single plan) per year, less applicable payroll deductions (this compensation will be prorated for part-time employees based on \$1,000 compensation). In order to elect this option and receive this additional compensation, the employee must, by April 30th prior to the year he/she elects not to receive medical and prescription coverage, complete, sign and file with the treasurer of the board a form indicating his/her election for the upcoming school year. Once this election is made, it shall remain in effect and the employee shall not be entitled to receive the coverage provided above for the duration of the one-year period. In the event of a change in the employee's circumstances (e.g., divorce, death of spouse, spouse loses insurance coverage) after this election has been made, the employee may elect to receive the insurance coverage after immediately notifying the board in writing of the change in his/her circumstances and is not eligible for any waiver payments for that year. There shall be no pre-existing condition exclusion for any employee who re-enters the insurance program, provided above, after originally electing not to participate in said program. Payment for this election to waive medical and prescription benefits will be made in the second pay of July following the year in which benefits were waived. All part-time employees currently receiving this waiver, and who continue to qualify and elect this waiver payment as of June 30, 2006, will continue to receive the waiver compensation they are receiving as of June 30, 2006. Employees who are married and both eligible for medical coverage under this plan are not entitled to this waiver and may have only one family plan.

ARTICLE 33

PAYDAY

The Board shall pay all bargaining unit members via direct deposit on the 10th and 25th of each month. In the event that the 10th and 25th occur on a Saturday or Sunday, the Treasurer's Office shall make payroll available on the preceding Friday. In the event that the 10th or the 25th occur on a Board-approved holiday for which school is not in session, the Treasurer's Office shall make payroll available on the preceding business day.

Effective July 1, 2014, for employees retiring at or after the end of the school year, the balance of his or her contract will be paid by July 31st.

ARTICLE 34

PAYROLL DEDUCTIONS

Section 1. Payroll deductions shall be made available to Teachers in, but not limited to, the following areas: Rocky River Levy Committee; Savings Bonds; Life Insurance; United Way; Annuities; approved Hospitalization and Health

Insurance Policies; the Rocky River School Employees Federal Credit Union; O.E.A. Fund for Children and Public Education, the R.R.T.A., N.E.O.E.A., O.E.A. and N.E.A. dues. Recognition of the R.R.T.A. as the exclusive negotiations agent and representative for all Teachers shall entitle the R.R.T.A. to the sole and exclusive rights for payroll deduction(s) of membership dues.

Section 2. The following procedures shall be followed for deducting O.E.A. Fund for Children and Public Education and R.R.T.A., N.E.O.E.A., O.E.A. and N.E.A. dues:

- (a) The Board agrees to deduct from the wages of employees for the full payment of O.E.A. Fund for Children and Public Education and R.R.T.A., N.E.O.E.A., O.E.A. and N.E.A. dues upon presentation of a written authorization individually executed by the Teacher. The Board shall withhold the balance of any dues from the final paycheck of any Teacher who resigns, retires, takes leave, or is terminated.
- (b) The R.R.T.A. shall submit to the Treasurer no later than the 1st day of October all authorization cards for deductions of OEA Fund for Children and Public Education and R.R.T.A., N.E.O.E.A., O.E.A. and N.E.A. dues.
- (c) These O.E.A. Fund for Children and Public Education dues deduction authorizations shall be irrevocable for periods of one year except that authorization may be with-drawn during the month of September. If not revoked during such period, they shall continue for successive periods of one year.
- (d) The dues deduction for O.E.A. Fund for Children and Public Education and R.R.T.A., N.E.O.E.A., O.E.A. and N.E.A. dues shall begin with the second payday in October and continue for the next fourteen (14) pay dates thereafter.
- (e) The R.R.T.A. agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization cards submitted by the R.R.T.A. to the Board.

Section 3. Employer "pick-up" of Teacher Retirement Contribution: The Rocky River Teachers Association and the Rocky River Board of Education agree that the Board shall implement the "pick-up" of the Teacher's required contributions to the State Teachers Retirement System (STRS) by contributing to STRS, in addition to the Board's required employer contribution, an amount equal to each Teacher's contribution to STRS in lieu of payment by such Teacher, and that such amount contributed by the Board on behalf of the Teacher shall be treated as deferred salary paid by the Board to STRS from the contract salary otherwise payable to such Teacher.

Under this provision, each Teacher's contract salary is restated as consisting of (a) a cash salary component and (b) a "pick-up" component, which is equal to the amount of the Teacher contribution being "picked-up" by the Board on behalf of the Teacher. The Board will contribute to STRS an amount equal to the Teacher's required contribution to STRS for the account of each Teacher. Paid sick leave, severance, appropriate supplemental and extended service pay shall be calculated upon both the cash salary component and the "pick-up" component of the Teacher's restated salary.

The Board's total combined expenditures for the Teacher's total contract salary payable pursuant hereto (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amount the Board would have paid for those items had this section not been in effect.

The Board shall compute and remit its employer contributions to STRS based upon total contract salary. The Board shall report for federal and Ohio income tax purposes, as a Teacher's gross income, said Teacher's total contract salary less the amount of the "pick-up". The Board shall report for municipal income tax purpose as a Teacher's gross income said Teacher's total contract salary, including the amount of the "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

Section 4. Tax-Sheltered Annuities: Money deducted for Tax-Sheltered Annuities will be forwarded to the respective company within seven working days of the pay date if an appropriate invoice has been received from the company by the pay date.

ARTICLE 35

SALARY SCHEDULE

Section 1. Definitions of Classifications:

BA - Completion of a baccalaureate degree.

BA + 9 and BA + 18 - Completion of a baccalaureate degree plus respectively nine (9) and eighteen (18) semester hours of approved college credit earned after the granting of the baccalaureate degree.

MA - Completion of an approved master's degree or completion of an approved course of studies of not less than thirty-six (36) semester hours of graduate school credit. Completion of an approved course of study of not less than thirty-six (36) graduate school credit hours will not be an option for Teachers beginning their employment as a Teacher in the Rocky River City School District after August 1, 1990.

MA + 9, MA +18, MA + 27 and MA + 36 - Completion of an approved master's degree plus respectively, nine (9), eighteen (18), twenty-seven (27), and thirty-six (36) semester hours of approved college credit earned after attaining the approved master's degree or prior to January 1, 1978, the completion of an approved course of studies of not less than thirty-six (36) semester hours of graduate school credit plus respectively nine (9), eighteen (18), twenty-seven (27), and thirty-six (36) semester hours of approved college credit.

Definition of "approved" - "Approved" as used in this section is hereby defined as meaning:

- (a) That approval was granted by the Board at the time of initial employment, or
- (b) That approval has since been granted by the Board. Approved courses must be provided by an accredited institution for graduate education and must be recognized as an elective or core course for that institution's graduate degree program.

Section 2. Changes in Classification: Salary adjustments due to additional training will be brought to the Board at the September and February Business meetings with pay to become effective for the first pay period following approval by the Board at a meeting of the Board.

Section 3. Per diem pay will be determined by dividing the base salary, exclusive of overtime, supplemental duty pay, and extended days, by 186.

Section 4. Certificate Maintenance: Effective 1/1/93 and thereafter, Teachers shall maintain all areas of certification they have as of 1/1/93 and any area(s) of certification added thereafter. Similarly, any newly hired Teachers shall maintain any area(s) of certification they possess as of their date of hire or acquire thereafter.

However, Teachers may allow certificates they hold in Administration, Supervision, and Guidance that were acquired after beginning employment with the Board of Education to lapse.

On an annual basis each spring, a meeting will be held for the entire staff to clarify the process to renew certificates and licenses and to maintain areas of certification.

The responsibility for coordination of certificate/license renewal is the responsibility of the individual Teacher.

Section 5. Salary schedule placement: the following shall be the criteria for which a Teacher shall be given salary schedule placement:

- (a) Previous experience in public, private or parochial schools recognized by the state department of education, and college or university teaching.

- (b) Peace corp., vista, or work experience required for certification.
- (c) Military service.
- (d) A total of up to and including five (5) years from the combined list above shall be recognized. (a minimum of one hundred twenty (120) teaching days are necessary to constitute a year.)
- (e) The administration has the authority to negotiate salary schedule placement for new Teachers with more than five (5) years experience; however, the placement will not be less than five (5) years and will not exceed actual years of previous experience as defined by this section.

Section 6. Salary Schedules: The salary schedule for the 2022-2023 contract year is as follows:

Salary: 2022-2023
Increase % 1.00%
Base: \$46,550

<u>Step</u>	<u>BA</u>	<u>BA+9</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+9</u>	<u>MA+18</u>	<u>MA+27</u>	<u>MA+36</u>	<u>PhD</u>
1	\$46,550	\$47,713	\$48,877	\$51,205	\$52,009	\$52,813	\$53,618	\$54,422	\$55,226
2	\$48,581	\$49,795	\$51,010	\$53,439	\$54,243	\$55,047	\$55,853	\$56,656	\$57,460
3	\$50,700	\$51,968	\$53,235	\$55,770	\$56,575	\$57,378	\$58,182	\$58,987	\$59,791
4	\$52,912	\$54,235	\$55,558	\$58,203	\$59,008	\$59,810	\$60,616	\$61,420	\$62,223
5	\$55,221	\$56,601	\$57,982	\$60,743	\$61,548	\$62,349	\$63,155	\$63,960	\$64,762
6	\$57,630	\$59,071	\$60,512	\$63,393	\$64,198	\$65,002	\$65,808	\$66,611	\$67,413
7	\$60,144	\$61,648	\$63,152	\$66,159	\$66,965	\$67,770	\$68,573	\$69,377	\$70,181
8	\$62,769	\$64,338	\$65,907	\$69,045	\$69,851	\$70,655	\$71,459	\$72,263	\$73,067
9	\$65,507	\$67,145	\$68,783	\$72,058	\$72,863	\$73,669	\$74,471	\$75,277	\$76,079
10	\$68,365	\$70,074	\$71,783	\$75,202	\$76,007	\$76,811	\$77,615	\$78,419	\$79,223
11	\$71,348	\$73,132	\$74,915	\$78,483	\$79,287	\$80,092	\$80,892	\$81,700	\$82,504
12	\$74,461	\$76,322	\$78,184	\$81,907	\$82,710	\$83,515	\$84,320	\$85,124	\$85,928
13	\$77,710	\$79,652	\$81,595	\$85,481	\$86,285	\$87,088	\$87,893	\$88,697	\$89,502
14	\$81,100	\$83,128	\$85,155	\$89,210	\$90,014	\$90,818	\$91,622	\$92,427	\$93,230
15	\$84,639	\$86,754	\$88,870	\$93,102	\$93,904	\$94,709	\$95,514	\$96,317	\$97,122
16	\$88,329	\$90,537	\$92,745	\$97,162	\$97,999	\$98,838	\$99,678	\$100,517	\$101,357
17	\$92,180	\$94,484	\$96,789	\$101,398	\$102,271	\$103,147	\$104,024	\$104,899	\$105,776
18	\$96,199	\$98,604	\$101,009	\$105,819	\$106,730	\$107,645	\$108,560	\$109,473	\$110,388
19	\$100,393	\$102,903	\$105,413	\$110,433	\$111,384	\$112,338	\$113,293	\$114,246	\$115,200

ARTICLE 36

GRIEVANCE PROCEDURE

Section 1. Purpose: It is the intent of the Board and the R.R.T.A. that grievances be resolved at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Settlements between the parties at any stage short of arbitration shall bind the immediate parties to the settlement.

Section 2. Definitions:

- (a) A "grievance" is an alleged violation, misapplication, or misinterpretation of a specific Article or Section of this Agreement. Therefore, no grievance may be based upon any allegation of any advantage, right or benefit not expressly established by some specific Article or Section of this Agreement.
- (b) For grievances processed or initiated during the school year, "days" shall refer to Teacher workdays. For grievances initiated during summer break as described in Section 3. (f) below, "days" shall refer to calendar days.
- (c) The "R.R.T.A.'s Executive Committee" is that group so stated by the Constitution of the R.R.T.A. as of January 1, 1984.
- (d) An "aggrieved party" is the Teacher, or group of Teachers, or R.R.T.A. who submit a grievance.

Section 3. Submission Requirements:

- (a) When a written grievance is provided for under the grievance procedure hereinafter, it shall be submitted in writing on a form herein attached, and shall identify the aggrieved party, the specific Article and Section of this Agreement upon which the grievance is based, the time and place of the alleged violation, misapplication, misinterpretation, the identify of the person(s) responsible for causing such alleged violation, misapplication or misinterpretation (if known), a general statement of the grievance, and the specific redress sought by the aggrieved party.
- (b) A Teacher or group of Teachers may submit grievances which affect them personally.
- (c) The aggrieved Teacher or Teachers may at his/her or their own option be represented during the grievance procedure by the R.R.T.A. but may not be represented by any other person or organization. In any case, the R.R.T.A. may have representation present at any and all Steps of the grievance process.
- (d) In the event an aggrieved Teacher chooses to have a grievance processed without the participation of the R.R.T.A., or the R.R.T.A. chooses not to process a grievance, the Teacher shall be entitled to do so, but in that event the Teacher shall be liable for any expenses incurred therein. A written copy of such a grievance shall be sent to the R.R.T.A. President at the time that the grievance is filed. A designated representative of the R.R.T.A. shall be given the opportunity to attend any and all grievance hearings and, along with the R.R.T.A. President, shall receive a copy of any and all dispositions of said grievance.
- (e) The time limitations set forth hereinafter for the submission of a grievance at any Step shall be deemed of essence, and the failure to submit a grievance within the time specified shall be deemed an abandonment of that grievance. If the administration fails to respond to a grievance within the time specified, the aggrieved party may proceed to the next step in the grievance process.

- (f) Any grievance initiated during the school year that is not resolved prior to the summer break may continue through the process by mutual agreement of the parties, with time lines to be determined by the parties. In the event that a grievance occurs during the summer break, the aggrieved party must initiate the grievance at Step Two not later than twenty (20) calendar days after the grievant could have reasonably known of the alleged violation, misapplication, or misinterpretation. The parties may agree to expedite the grievance process during the summer break, including bypassing Step Three and proceeding directly to an expedited arbitration hearing.

Section 4. Grievance Procedure:

Step One. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with his immediate superior.

Step Two. If the grievance is not resolved satisfactorily under Step One, the aggrieved party may submit the grievance in writing to the Executive Director of Human Resources not later than twenty (20) work days after the grievant could have reasonably known of the alleged violation, misapplication, or misinterpretation. The Superintendent or his/her designee shall within ten (10) days of the receipt of the grievance meet with the aggrieved party and one Teacher employed by the Rocky River Board of Education who is a member of R.R.T.A.'s Executive Committee, with respect to the grievance and shall deliver to the aggrieved party a written statement in response to the grievance no later than ten (10) days after such conference.

Step Three. If the grievance is not satisfactorily resolved at Step Two, the aggrieved party may submit a copy of the written grievance to the Superintendent of Schools not later than ten (10) days after receipt of the answer under Step Two. The Superintendent of Schools, or his designated representative shall within ten (10) days meet with the aggrieved party and one Teacher employed by the Rocky River Board of Education, who is a member of the R.R.T.A.'s executive committee and one (1) representative of the R.R.T.A., and shall deliver to the aggrieved party a written statement of position not later than ten (10) days after such conference.

Step Four. If the grievance is not satisfactorily resolved under Step Three, the aggrieved party may, not later than ten (10) days after receipt of the answer under Step Three, refer the grievance to arbitration by requesting that the American Arbitration Association (AAA) propose the names of arbitrators under the voluntary rules established by AAA. A copy of such request shall be forwarded to the Superintendent, the grievant and to the President of the R.R.T.A. No grievance may be processed to arbitration without the approval of the R.R.T.A. Executive Committee. Should the Executive Committee not approve a grievance, the grievance may not proceed to arbitration.

- (a) The arbitrator shall be empowered only to base his decision upon some specific Article and Section of this Agreement, and shall have no power to add to, subtract from or modify this Agreement by implication or otherwise.
- (b) The decision of the arbitrator, if rendered within and in accordance with the above-stated power, shall be final and binding on the R.R.T.A., its members, the Teacher or Teachers involved and the Board.
- (c) Arbitrator's Decision. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the R.R.T.A., its members, the Teacher or Teachers involved, and the Board.
- (d) Cost of Arbitration. The fees and expenses of the arbitrator shall be shared equally by the Board and the R.R.T.A. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE 37

ASSAULT LEAVE

Assault is defined as the intentional causing of physical harm to another.

Section 1. A Teacher who is absent from work due to physical disability directly resulting from an unprovoked assault by a student or parent, which occurs in the course of employment by the Board while on duty either on school grounds during school hours or where the Teacher is required to be in attendance at a school-sponsored function, may be eligible to receive assault leave as determined by the Superintendent/designee pursuant to this Section and Section 2. Assault leave may not extend beyond thirty (30) working days per school year.

Section 2. To be eligible for assault leave the Teacher must:

- (a) As soon as practicable, notify the responsible administrator or the superintendent that an assault has occurred; and
- (b) Receive a certificate from the physician stating the Teacher has a disability that prohibits the Teacher from performing his/her assigned duties and the anticipated duration of the disability will be submitted before assault leave can be authorized. The Board reserves the right to verify the certificate from the Teacher's physician by requiring the Teacher to receive a physical examination from a physician approved by the Superintendent/designee. The Board shall pay the full cost of such a physical examination. If the Teacher's physician and the Board's physician disagree, the two physicians shall select a third physician whose opinion shall be final. The cost of the third physician shall be shared equally by the Board and by the Teacher.
- (c) Deliver to the Treasurer or cause to be delivered to the Treasurer a statement signed by the Teacher on forms prescribed by the District which shall indicate the incident, the nature of the injury, the date of the occurrence the identity of the individual(s) causing the assault, the facts surrounding the assault, and if medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and the duration, and a statement of willingness of the Teacher to cooperate with the Board in any legal action against the assailant.
- (d) File or cause to be filed a claim with the Bureau of Workers' Compensation; if Workers' Compensation benefits are granted, the amount of these benefits will be subtracted away from the assault leave benefits (per diem rate of pay) paid by the Board.

Section 3. Where the Teacher exhausts the assault leave, he/she may use sick leave. If sick leave and the assault leave provided for herein become exhausted, the Teacher may apply for further assault leave. Whether such additional leave is granted shall be determined solely by the Board. Where the assaulted Teacher becomes eligible for benefits under the State Teachers Retirement System because of any disability or because of age or where the Teacher's employment by the District ceases, this leave provision shall no longer apply.

Section 4. While seeking a medical diagnosis and/or certification, the Teacher will be paid sick leave; however, if assault leave is granted, it will be retroactive to the day of the assault and all sick leave credit will be restored to the Teacher.

Section 5. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination under ORC 3319.16.

ARTICLE 38

LABOR MANAGEMENT COMMITTEE

The Board and the R.R.T.A. will continue the Labor Management Committee (LMC) through the assistance and auspices of the FMCS.

ARTICLE 39

PARENTAL COMPLAINTS

Except for a situation where there has been a direct violation of the law or where law requires otherwise, if an administrator/Board member should receive a complaint about a Teacher from a parent, the administrator/Board member shall advise the parent to discuss the concern with the child's Teacher, in order to give the Teacher an opportunity to correct any possible error or misunderstanding that may have occurred. If a conference is scheduled between the Teacher and parent, either the Teacher or the parent may request the building administrator be present.

If the parent's complaint is not handled to the parent's satisfaction, the parent may bring the complaint to a building administrator. If a conference is held, the administrator must request, and may require, the Teacher to be present. It is understood that the complaint will have been previously discussed by the Teacher and administrator. If the complaint remains unresolved, the parent may bring the complaint to the Superintendent/designee who will discuss the complaint with all parties concerned.

In addition to the above procedure, any complaint/concern will be brought to the Teacher's attention if it is of major importance or if it may become part of the Teacher's personnel file. If the complaint/concern becomes part of the personnel file, the Teacher shall have the opportunity to attach a written rebuttal, if he/she deems it necessary. In advising the Teacher of the complaint/concern, the administrator will inform the Teacher of the name of the parent and the focus of the complaint. Any anonymous complaint without corroboration will not become part of the personnel file.

ARTICLE 40

MEDICAL OR HEALTH CARE PROCEDURES

Except for emergency situations, medical or health care procedures will be performed only by Teachers with intervention specialist: moderate to intensive or comparable licensure.

ARTICLE 41

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

Section 1. Pursuant to ORC 3319.22 (A) and OAC 3301-24-08 (Teacher Licensure Law and Regulations) a Local Professional Development Committee (LPDC) shall be established to review professional development plans comprised of course work, continuing education units, and other equivalent activities, and to approve district programs for CEU credit. The LPDC and its individual members shall be responsible for complying with state law and regulations.

Section 2. The term of office for the LPDC members shall be three (3) years, with initial terms staggered (one year, two years and three years for Teachers, and two years and three years for administrators) to provide continuity. LPDC members may be reappointed to additional terms.

Section 3. The LPDC shall have four (4) Teacher members appointed by the RRTA President and two (2) administrator members appointed by the Superintendent or designee. Vacancies shall be filled in the same manner.

Section 4. The LPDC members shall be compensated at the PLUS activity supplemental duty rate as appropriate.

Section 5. The LPDC will be responsible for developing and implementing inservice programs at staff meetings for professional staff to explain the professional development plan process and the function of the LPDC.

Section 6. The Board will provide the LPDC with meeting space and secretarial support.

Section 7. The LPDC shall establish its rules and operating procedures to at least include scheduling of meetings, defining a quorum, determining LPDC member training, and all other items required by the law.

Section 8. The LPDC members shall be granted release time to attend regional and State training programs not available outside of the school day.

Section 9. The LPDC will hear appeals for (a) rejection of the IPDP, (b) rejection of continuing education unit(s) (CEU's), (c) rejection of proposed Professional Development Unit activity plan (PDU), (d) rejection of course work, and (e) non-renewal recommendation for certificate/license. Before initiating a formal appeal, the individual is encouraged to discuss any concerns with the LPDC.

Section 10. The appeal process will consist of

Level I The individual will:

1. Complete the LPDC appeal form (form 7).
2. Meet with the LPDC.
3. Receive written response from the LPDC.
4. Accept LPDC decision (appeal process ends) or
Reject LPDC decision (Level II appeal begins)

Level II The individual will:

1. Complete LPDC appeal form (form 8) and submit to the LPDC.
2. Establish an appeals committee comprised of:
 - (a) a certified/licensed educator chosen by the employee.
 - (b) a certified/licensed educator chosen by the LPDC.
 - (c) a certified/licensed educator agreed upon by (a) and (b) above.
3. The Appeals Committee hears the appeal and renders a decision which is final. Decisions made by the LPDC or the LPDC appeals process (any and all steps) are not grievable and are final.

ARTICLE 42

OHIO RESIDENT EDUCATOR PROGRAM

Pursuant to R.C. 3319.22 and 3319.223, the District shall establish an Ohio Resident Educator (RE) Program. The RE Program shall apply to all eligible Teachers holding a four-year nonrenewable RE license or alternative RE license. Mentors shall be compensated for each RE mentored pursuant to a supplemental duty contract.

ARTICLE 43

LONG-TERM REPLACEMENT TEACHERS

Section 1. Definition: A long-term replacement Teacher is a properly certificated Teacher who has been hired to temporarily replace a member of the bargaining unit who is on a long-term leave of absence.

Section 2. Contracts:

- (a) Long-term replacement Teacher contracts shall be issued in the following manner:
 - 1. When a leave of absence begins at the beginning of the school year, a long-term replacement Teacher contract will be issued immediately.
 - 2. When a leave of absence begins after the commencement of the school year, the Board may initially choose to fill the position by employing a casual substitute. After day fifty-nine (59) of employment in this capacity, a long-term replacement Teacher contract will be issued to that Teacher.
- (b) The long-term replacement Teacher's contract shall be in effect for that school year or for the length of the leave of absence only and will automatically non-renew at the conclusion of assignment or the school year.
- (c) At its option, the Board may offer one additional year of employment to a replacement Teacher under a second long-term replacement contract which will be subject to the same provisions described herein.

Section 3. Benefits: The long-term replacement Teacher will immediately become an R.R.T.A. bargaining unit member, subject to all of the provisions of Article 4, except for those modified herein, and shall be granted all of the benefits provided under the terms of this Agreement.

Section 4. Placement on the Salary Schedule: Upon employment under a long-term replacement Teacher contract, the bargaining unit member will immediately be placed at the appropriate level on the Teacher's Salary Schedule based on experience and education.

Section 5. Evaluation: A mentor shall be provided to each long-term replacement Teacher who qualifies under Article 42. In any case, the long-term replacement Teacher shall be evaluated under at least one cycle of the Evaluation Program.

Section 6. Seniority Rights: In no case shall a long-term replacement Teacher be employed under a long-term replacement Teacher contract for more than two (2) years. Should the long-term replacement Teacher be employed for a third year under a regular limited or continuing Teaching contract, he/she shall accrue seniority rights under Article 12, beginning with the second year of employment under the long-term replacement Teacher contract.

ARTICLE 44

REHIRE OF RETIRED EMPLOYEES

Teachers who resign by February 1st of any school year and retire at the conclusion of that same year under STRS ("re-employed Teacher") may be considered for re-employment for the following school year. Should the Board elect to rehire the retired employee, the following conditions will apply:

- (a) The re-employed Teacher will be given proper education credit and will be placed no lower than Step 5. The re-employed Teacher will be advanced one year on the salary schedule above the initial placement for each year of re-employment service in the District.
- (b) The re-employed Teacher will not be eligible for Board-paid medical, dental or vision insurance and must elect coverage from STRS or some other provider. If STRS changes their policy and does not allow rehired employees to use their medical programs, the re-employed Teacher will be eligible to take benefits from the Rocky River Board of Education, if he/she desires to have such coverage. Fulltime re-employed Teachers will receive life insurance during their employment period.
- (c) The contract of employment will be for one year and is automatically non-renewed at the conclusion of that year without the need for compliance with the Agreement between the R.R.T.A. and the Rocky River Board of Education or ORC Sections 3319.11 and 3319.111.
- (d) The re-employed Teacher will not resume and is not eligible for continuing contract status during any period of re-employment with the District. Additionally, there is no guarantee of the same grade-level, schedule, or supplemental contract just completed.
- (e) In the event of a reduction in force, the re-employed Teacher will not have any bumping rights under Article 12 – Staff Reduction and will have zero (0) seniority.
- (f) Such re-employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.
- (g) Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment. However, re-employed Teachers will resume employment with an unused sick leave balance of zero (0).
- (h) Re-employed Teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
- (i) Prior to employment, the re-employed Teacher shall complete Retire/Rehire Commitment form (Appendix A), the terms of which shall be binding.
- (j) Subject to these provisions, re-employed Teachers are part of the bargaining unit.

ARTICLE 45

CONTINUING CONTRACT

The holder of a continuing contract has continuing service status and continuing contract remains in effect, unless termination for cause under ORC 3319.16, until the Teacher resigns, elects to retire, or is laid off pursuant to ORC 3319.17.

Eligibility

A. Certificate or License Requirements

1. For Teachers initially licensed prior to January 1, 2011, the licensure requirement for continuing contract status is met if the Teacher:
 - a. holds a professional, permanent, or life certificate (issued under prior law) or a professional, senior professional, or lead professional educator license, and has completed either of the following:
 - i. if a master's degree was held at the time of initially receiving a certificate or license, 6 semester hours of graduate coursework in the area of licensure or in an area related to the Teaching Field since the initial issuance of the certificate or license; or
 - ii. if no master's degree was held at the time of initially receiving a certificate or license, 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.
2. For Teachers initially licensed after January 1, 2011, the licensure requirement for continuing contract eligibility is met if the Teacher:
 - a. holds a professional, senior professional, or lead professional license; and
 - b. has held an educator's license for at least 7 years; and
 - c. has completed either of the following:
 - i. if the Teacher did not hold a master's degree at the time of initially receiving an educator license, 30 semester hours of coursework in the area of licensure or in an area related to the Teaching Field since the initial issuance of that license; or
 - ii. if the Teacher held a master's degree at the time of initially receiving a Teacher's certificate under former law or an educator license, 6 semester hours of graduate coursework in the area of licensure or in an area related to the Teaching Field since the initial issuance of such certificate or license.
3. As long as a Teacher has the necessary certificate or license on file and it takes effect prior to the first day of the next school year, the Teacher is eligible for a continuing contract even though he/she did not have the certificate or license at the time the continuing contract was voted on by the Board of Education. Thus, a Teacher may apply for a continuing contract in the year he/she has the appropriate certificate or license in hand or anticipates receiving it by the start of the next school year. However, if a Teacher applies for a continuing contract without having the appropriate certificate or license in hand and he/she is granted a continuing contract in anticipation of completing the certificate or licensure process, the Teacher needs to complete the certification or licensure process by the start of the next school year or the Teacher cannot technically fulfill his/her contract with the Board of Education.

B. Service Requirement

1. The service requirement for continuing contract status requires the Teacher to have taught within the Rocky River City School District for at least 3 out of the last 5 years.
2. For these Teachers who attained continuing contract status in another Ohio public school district, continuing contract eligibility in the Rocky River City School District begins after only 2 years of service within the Rocky River City School District and may begin at some sooner date, if the Superintendent in his/her sole discretion so recommends.
3. For bargaining unit members initially licensed after January 1, 2011, the years of licensure requirement for continuing contract eligibility can only be satisfied by holding an educator license for at least 7 years as described in Section A.2. above.

C. Notification

To be eligible for a continuing contract, a Teacher must notify the Department of Human Resources in writing by September 10th of the school year in which he/she wishes to be granted a continuing contract.

ARTICLE 46

FLEXIBLE SPENDING ACCOUNT

Tax Sheltering Cafeteria Plan

This plan allows Teachers to tax shelter costs that they pay for insurances, un-reimbursed medical expenses, and child/dependent care expenses. The Board will make available to the Teachers a legally compliant plan to include the following:

1. Premium pass-throughs;
2. Unreimbursed medical expenses; and
3. Child/dependent care expenses.
4. An annual carryover of \$500.00 or as otherwise allowed by law.

This salary reduction plan will not affect the S.T.R.S. contributions made for Teachers.

ARTICLE 47

JOB SHARING

- A. Two (2) certificated/licensed Teachers may voluntarily and mutually agree to share one (1) full-time teaching assignment in the District for which they are both certificated/licensed and have attained "highly qualified Teacher" status under existing law, provided they prepare and submit a written Job Sharing Plan to the Superintendent or designee no later than March 1st for the ensuing school year and the Superintendent or designee approves the Plan.
- B. Teachers who submit Job Sharing Plans do so subject to the terms and conditions of this Article. Any Teacher interested in job sharing is responsible for identifying potential job sharing partners.

- C. The Superintendent/designee's decision to approve or deny Teachers' Job Sharing Plans is final and is not subject to the grievance procedure set forth in this contract, an unfair labor practice charge, or challenge or protest of any kind in court or before any administrative entity provided that the Superintendent or designee approves or denies the proposed Job Sharing Plan no later than April 1st.
- D. At the conclusion of a job sharing arrangement, each Teacher shall be provided an assignment, insofar as practicable, comparable to the assignment held prior to job sharing provided that the building principal is not obligated to modify the existing master schedule to allow a Teacher returning from a job sharing arrangement to assume the position held prior to entering into an approved job sharing arrangement.
- E. At the conclusion of a job sharing arrangement, the Teacher with greater seniority shall be afforded the opportunity to remain in the formerly shared position if that position is to be filled for the following year. If the Teacher with greater seniority declines such an assignment, the Teacher with less seniority will be afforded the opportunity, insofar as practicable, to remain in the formerly shared position if that position is filled for the following year. Any Teacher not remaining in the formerly shared assignment will be subject to reassignment within his/her area of certification/licensure and may utilize the assignment preference form under Article 11, Section 1.
- F. The District may utilize the staff reduction procedures set forth in this contract to reduce the number of Teachers to provide assignments for Teachers returning from job sharing status. The conclusion of an approved job sharing arrangement shall be a reason and basis for implementing the staff reductions procedures under this contract.
- G. Teachers are eligible to job share only with other members of the R.R.T.A. bargaining unit.
- H. All negotiated salary and benefits will be allocated on a proportionate basis to the percentage of a regular full-time Teacher workday served by the participant. In no event shall the Board incur more than 100% of the cost of one (1) full-time year.
- I. If a Teacher in an approved job sharing arrangement works less than 50% of the regular full-time Teacher workday, he/she shall be ineligible to participate in the District's healthcare, prescription and dental plans unless the Teacher pays 100% of the premium costs for the plans in accordance with Article 32, Section 1, subsection (d) of this contract.
- J. Teachers will earn one (1) year of seniority and the right to advance a step on the salary schedule, if applicable, for each year in a job sharing arrangement provided that the teacher works at least 3-3/4 hours per workday for the full school year. Regardless of the number of hours worked per day, a Teacher working less than 120 days in a school year will not advance a step on the salary schedule.
- K. Prior to the commencement of the school year, both job sharing Teachers in an approved job sharing arrangement must provide an opportunity to the parents of his/her students to meet and discuss the job sharing arrangement and review the contents of the Job Sharing Plan.
- L. Both Teachers in an approved job sharing arrangement will attend the first five (5) days of student classes of a school year. Teachers in a job sharing arrangement may request release from this requirement in the Job Sharing Plan in cases of demonstrated lack of need or feasibility. Teachers in an approved job sharing arrangement will attend all meetings outside their respective workdays as are necessary for the proper completion of his/her job responsibilities or make appropriate arrangements for same in the Job Sharing Plan.

- M. Both Teachers in an approved job sharing arrangement will attend all scheduled open houses without additional release time. In the event that there is more than one (1) open house conducted, both Teachers in an approved job sharing arrangement will be eligible for additional compensation in accordance with the open house provisions under Article 15 in this contract.
- N. In the event of an absence of one Teacher in a job sharing arrangement, the other Teacher in the job sharing arrangement will be given first opportunity to cover the absent participant's portion of the job sharing arrangement at a pro-rated substitute rate.
- O. In the event that one of the job sharing partners in an approved arrangement is unable to complete part (i.e., more than 20 consecutive work days) or all of the school year for any reason, the Superintendent or designee will discuss with the job sharing partners potential resolutions; however, in such circumstances, the District reserves the right to suspend a job sharing arrangement. In this case, the other partner shall resume regular, full-time status.
- P. All Job Sharing Plans must include, among all other relevant information, a full description and explanation of the following: the specific teaching assignment that is the subject of the request; the teaching techniques and methods and grading practices employed by each Teacher; the steps that the job sharing Teachers will employ to ensure compatibility of techniques, methods and practices; how faculty meetings, IEP meetings, professional development days, in-services, and other work obligations will be addressed; the commitment to work with the parents of the students in his/her classroom and/or classes to address any concerns that the parents may have about the proposed job sharing arrangement; scheduled planning time; and how the participants will share one (1) full-time position including but not limited to whether there will be an a.m./p.m. split day or alternate day split.
- Q. Prior to the submission of a Job Sharing Plan, both Teachers in a proposed job sharing arrangement must meet with the Building Principal and the Superintendent or designee to discuss the application for job sharing.
- R. Job sharing arrangements, if approved, will only be in effect for one (1) school year. If Teachers in an approved job sharing arrangement wish to continue the arrangement, they must reapply to the Superintendent or designee by March 1st for the ensuing school year.

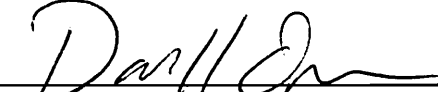
ARTICLE 48

ENTIRE AGREEMENT

The Board and the R.R.T.A. acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals and counterproposals on all items within the scope of negotiations. The agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire Agreement between them, settles all demands and issues on all matters within the scope of negotiations, and supersedes all previous agreements, verbal or written, between the Board and the R.R.T.A. and constitutes the entire agreement between the parties.



Diana Leitch
President, Rocky River Board of Education



David Opdycke
President, Rocky River Teacher's Association

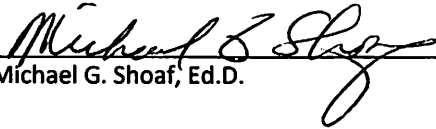
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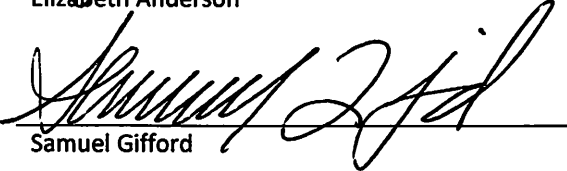
BOARD NEGOTIATING TEAM:



Michael G. Shoaf, Ed.D.




Elizabeth Anderson




Samuel Gifford



Jennifer Norman



Greg Markus, CPA

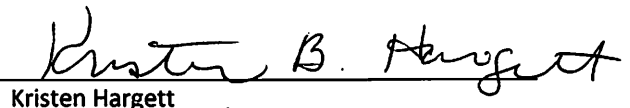


Daniel McIntyre, Esq.

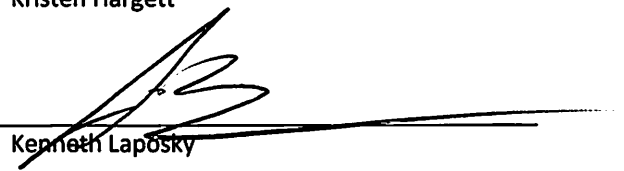
R.R.T.A. NEGOTIATING TEAM:



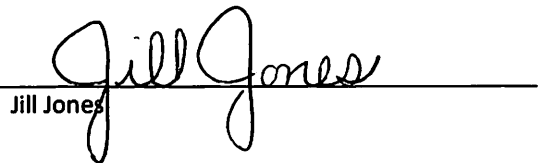
Lisa Borgia



Kristen Hargett



Kenneth Laposky



Jill Jones

CONSENSUS STATEMENT

INDIVIDUAL NEEDS OF STUDENTS

The following strategies will be used to provide special education Teachers and regular classroom Teachers with a better understanding of their respective roles and obligations in implementing and monitoring individual education programs:

- (a) Periodic inservice training for staff to address legal and practical concerns related to special education.
- (b) Written guidelines reflecting general expectations for staff working with special needs students in an inclusive or collaborative setting. The guidelines will be prepared by the administration with input from staff.

Progress reports will be made to the LMC, with opportunity for LMC input.

CONSENSUS STATEMENT

WORKING CONDITIONS

The parties agree to review facilities use and working conditions through the Labor Management forum, recognizing the need for adequate classroom space, accessibility to equipment and supplies, meeting the needs of the curriculum, adequate funding, and transition time.

Teachers may report to work at the time students are scheduled to arrive at school on mornings following IEP or IAT meetings that last beyond the normal school day or another agreed to day.

An effort will be made to identify a monthly date(s) to work on IEP/IAT issues during the normal school day. Appropriate substitutes will be available to facilitate these meetings.

PROGRAM DEVELOPMENT

The Association recognizes the desire for strong program development, the benefit of Teacher self-assessment, and usefulness of varied forms of communication. Therefore, student feedback surveys may be utilized by the teaching staff. These optional, Teacher-designed, grade level appropriate surveys are for the sole use of the individual Teacher. The information generated from the use of any survey will be confidential and will not be used as a form of evaluation.

APPENDIX A

FORMS

ROCKY RIVER CITY SCHOOL DISTRICT
Rocky River, Ohio

Complaint by the Aggrieved

(Please type or print)

Aggrieved Party _____

Home Address of Aggrieved _____

Assignment (School) _____ Grade/Subject Area _____

Specific Article and Section of this Agreement alleged to have been violated, misapplied or misinterpreted:

Time and Place of alleged violation, misapplication or misinterpretation of the Agreement:

Statement of Grievance:

Redress sought by the aggrieved party:

Signature of Aggrieved Party

P/GE-9:1990

Date of Submission

RETIRE/REHIRE COMMITMENT

In accordance with the negotiated agreement between the Rocky River Board of Education and the Rocky River Teacher Association (Article 44), it is my intention to retire and the Rocky River Board of Education has elected to re-employ me for one year. I fully understand the following:

1. I must retire and be accepted into the State Teachers Retirement System and eligible to begin receiving benefits.
2. I will be re-employed by the Rocky River Board of Education for one year. I understand that my employment will automatically non-renew at the end of my one year contract and there are no continuing contract rights involved. The re-employ option is for the next school year only. Upon rehire, there is no guarantee of same grade level or schedule just completed.
3. Teacher shall be placed at Step 5, MA.
4. My severance will be determined by the daily rate in effect during the last year of regular employment. Once severance is paid, employee's unused sick leave balance is zero.
5. I also understand that during my rehire year I will not be offered medical, dental, or vision from the Board of Education. I must take the benefits from the State Teachers Retirement System. If STRS changes their policy and does not allow rehired employees to use their medical programs, the employee must purchase those benefits from the Rocky River Board of Education, if they desire to have them. Board of Education medical coverage will end August 31st of your retirement year. Fulltime employees do receive life insurance while re-employed.
6. I also understand that I am to have no contact with the school district for 60 days after the effective date of my retirement without forfeiting July and August retirement benefits per STRS. This means that I will not start my rehire year until September 1st. This will cause a slight reduction in my rehired annual salary.
7. When I am rehired, my seniority is zero. This means I am the least senior person in my department or grade level.

After fully understanding the above, I am officially retiring my current position effective June 30, 20__.

Signature

Date

APPENDIX B

PROFESSIONAL PERSONNEL DEVELOPMENT PLAN:

TEACHER

DAVID OPDYCKE, PRESIDENT

ROCKY RIVER TEACHERS' ASSOCIATION

MICHAEL G. SHOAF, ED.D.

SUPERINTENDENT OF SCHOOLS

PROFESSIONAL PERSONNEL DEVELOPMENT PLAN: TEACHER

I. INTRODUCTION

The statement of philosophy for the Rocky River City School District identifies a commitment to a comprehensive staff development and evaluation program. Although, the major thrusts of this commitment establish the need for a program of supervision to provide assistance for professional growth and to supervise and evaluate teaching, the ultimate goal is to improve the quality of instructional services being extended to students.

River's commitment to an individualized approach for learners is also applied to the staff development and supervision plan for Teachers. A belief that all Teachers benefit equally in all situations from a single approach to supervision and evaluation would be as much in error as an approach to instruction which did not provide for difference of individual students. Therefore, this program is designed to provide meaningful data which can be used by Teachers in the improvement of their teaching as well as to assure the systematic supervision and evaluation of a Teacher's performance.

II. OVERVIEW

The Professional Personnel Development Plan for Teachers provides a process for determining, monitoring, and evaluating individual teaching goals and for the supervision and assessment of professional performance. Although the plan is primarily designed to assist Teachers in the improvement of their teaching, it also must ensure a positive and fair assessment of each Teacher's professional performance.

An administrator may maintain a Professional Development Folder for each Teacher. The folder will contain working documents which are part of the PPDP process. The information in this folder will not be considered to be part of the employee's Personnel file. The folder may contain items such as drafts of reports, notes of observations, copies of professional activities to be shared with the Teacher, ideas being collected to be suggested to the Teacher and copies of current or previous PPDP reports. Upon arranging a conference with the administrator or his/her designee a Teacher has the right to review all items in his/her folder. At the completion of the PPDP evaluation cycle, all documents that have not been forwarded to the Personnel file will be destroyed.

OBJECTIVES:

- To provide assistance and data for personal self-diagnosis and professional growth in order to improve teaching.
- To provide a means to improve the quality of schooling.
- To facilitate communication and foster job satisfaction.
- To provide a systematic process for the supervision and evaluation of Teacher performance.
- To provide data for administrative decision-making pertaining to reappointment, termination, release, assignment or promotion of professional staff members.

ASSUMPTIONS:

- Teachers should be involved in the identification of criteria and evidence of effective teaching and in professional goal setting.
- Effective teaching is a composite of skills, attitudes and knowledge that are amenable to objective assessment.
- Criteria for effective teaching are those identified in this PPDP.
- Criteria of effective teaching must be comprehensive of staff functions.
- Objectives and descriptive feedback about a Teacher's knowledge, skills, and attitude is central to that Teacher's being able to diagnose behavior in order to maintain or change behavior.
- Evaluation of Teachers is an open process.

III. APPLICATION

Application of the Professional Personnel Development Plan for Teachers is reported as (1) Elements of the Program and (2) Procedures.

ELEMENTS OF THE PROGRAM:

1. Category Assignment:

Teachers to be designated for supervision under this Plan shall be annually assigned to a numbered category (see Procedures). Any Teacher who expects to receive his/her 8-year professional certificate during a school year must so inform the Division of Human Resources by September 10 of that school year, so that the administration can properly evaluate that Teacher as someone eligible for tenure and thus, designated for supervision under the Plan. If a Teacher does not inform the Division of Human Resources by September 10th, the Teacher will not be eligible until the next school year.

2. Goal Setting:

Goal(s) for Teachers identified for supervision should be selected from the Criteria of Effective Teaching, which reflect the instructional performance required of a Teacher's particular assignment and in which improvement or growth is desired (See Appendix C). Evaluators and Teachers are encouraged to expand upon the Criteria of Effective Teaching in order to describe other appropriate teaching behaviors.

The final goal statement(s) should be acceptable to the participants and reduced to written form. Each goal statement should (1) be expressed in specific terms, (2) include a plan of action, (3) identify target dates, and (4) establish monitoring procedures.

3. Supervision and Monitoring of Teaching Performance:

The supervision and monitoring of teaching performance is designed to collect relevant information pertaining to the Teacher's goal(s) and the quality of teaching. Observation and conference reports will be supported by observations or other data pertaining to the Teacher's professional performance. Concerns that are identified by monitoring the Teacher's performance will be shared with the Teacher in a timely manner. Open communication between the evaluator(s) and the Teacher is an important ingredient throughout this total process.

4. Evaluation and Assessment of Teaching Performance:

A crucial element of this plan is the interpretation of the data collected which pertains to the Teacher's goal(s) and to the quality of teaching. If the Teacher's goal(s) have been stated in specific terms and the quality of teaching supervised through open and honest communications, the nature of the evaluation and assessment should be reasonably clear.

PROCEDURES:

1. Prepare a Roster of Professional Staff Members;

The Superintendent/Designee shall prepare a roster of Teachers to be evaluated, and assign each Teacher a category number.

The following categories are defined:

- a. #1 -Teachers serving their first three years in Rocky River (2 formal evaluations; 4 observations per school year).
 - b. #2 -Teachers on limited contract with more than three years of continuous employment in Rocky River (1 formal evaluation; 2 observations every 4 years; however, the Teacher may request an earlier evaluation cycle).
 - c. #3 -Teachers eligible for continuing contract during the current year (2 formal evaluations; 4 observations).
 - d. #4 -Teachers on continuing contract (1 formal evaluation; 2 observations every 4 years; however, the Teacher may request an earlier evaluation cycle).
2. Any Teacher in the above categories who is determined to be in need of assistance to prevent his/her work from becoming or remaining unsatisfactory, based on documented performance concerns, will be designated "A.N." (Assistance Needed). The Teacher will be provided written notice of the reason(s) for the designation.

3. Determine Teachers For Supervision:

Each principal and director will confer with the Superintendent/designee and review the Teachers to be supervised and the number of reports required. (Adjustments in deadlines will be made for those Teachers hired after the school year has begun and for those on extended leave.) A sufficient number of reports shall be made for the supervision and evaluation of Teachers assigned to categories #1, and #3, and designated A.N.

4. Establish Goal(s):

Prior to November 1, the evaluator(s) will meet with the participating Teachers to explain the Professional Personnel Development Plan for Teachers and to subsequently review and jointly establish individual teaching goal(s), plans for observation, and procedures for collection of other relevant data on Form #1 (See Appendix A). A pre-goal setting visitation to assist in the development of goal(s) may be initiated by either the Teacher or the evaluator(s).

5. Observe and Confer:

- a. The evaluator(s) will observe and gather appropriate information pertaining to the Teacher's goal(s) and the quality of the Teacher's professional performance. Following the observation(s), the Teacher and the evaluator(s) shall confer and a written report of the observation(s) and conference prepared in triplicate on the Observation Worksheet, including suggestions for improvement. (See Appendix A, Form #2).

The form shall be signed by the evaluator(s) and by the Teacher, which indicates receipt of a copy. The Teacher shall be permitted to record additional comments pertaining to the observation or conferences on the form or by special addendum.

One copy of each Observation Worksheet will be sent to the Division of Human Resources, one copy given to the Teacher, and one copy retained for the Professional Personnel Development file. The copy forwarded to the Division of Human Resources shall be included in the Teacher's official Personnel File.

- b. Limited contract Teachers in category #1, Teachers in category #3 who are eligible for consideration for continuing contract, and Teachers who have been designated A.N. shall be evaluated at least

twice in the school year in which the Board may take action upon their employment. One evaluation shall be conducted and completed not later than the fifteenth day of December and the Teacher being evaluated shall receive a written report of the results of this evaluation not later than the twenty-second day of December. One evaluation shall be conducted and completed between the tenth day of February and the first day of April; however with the consensus of the Teacher, the beginning of the second evaluation period may begin prior to February 10th. The Teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of April. These evaluation procedures shall include, but not be limited to:

- (1) Criteria of expected job performance in the areas of responsibility assigned to the Teacher being evaluated;
- (2) Two formal observations of the Teacher being evaluated by the person conducting the evaluation for each evaluation, with each formal observation extending no less than 30 minutes;
- (3) A written report of the results of the evaluation that includes specific recommendations regarding any improvements needed in the performance of the Teacher being evaluated and regarding the means by which the Teacher may obtain assistance in making such improvements. Said information shall be included on Form #3.
- (4) Assess and Confer:

The evaluator(s) will assess results of the supervision and evaluation program and confer with the Teacher. Results of the Teacher evaluation shall be prepared in triplicate on the Teacher Evaluation Report, Form #3. The form shall be signed by the evaluator(s) and by the Teacher indicating receipt of a copy.

One copy of each Teacher Evaluation Report will be sent to the Division of Human Resources to be included in the Teacher's official Personnel file, one copy given to the Teacher and one copy retained for the Professional Development file for the duration of the evaluation year.

No recommendation for appointment shall be forwarded to the Division of Human Resources until the Teacher has received a copy of the Teacher Evaluation Report and the evaluator and the Teacher have met to discuss the recommendation.

- (a) Recommended for appointment under a continuing contract
- (b) Recommended for appointment after extensive review of performance
- (c) Recommended for a limited contract even though eligible for a new continuing contract
- (d) Not recommended for appointment under any type of contract

Written evaluation reports for Teachers recommended for a limited contract, even though eligible for a new continuing contract, must include, under "recommendations", those specific reasons directed at the professional improvement of the Teacher. In addition, written evaluation reports for Teachers not recommended for appointment under any type of contract must also include specific reasons to support the recommendation.

- c. All other Teachers except those identified in the paragraph 5.b. above shall be evaluated, once every four years, unless the Teacher requests an earlier evaluation cycle. The two observations will be completed by April 30, with the written report received no later than May 15. However, in all cases the written report and conference will be held within twenty (20) working days (excluding days when the evaluator is out on approved leave) from the date of the last observation.

IV. EFFECTIVE TEACHING

While various terms have been used to identify essential dimensions of teaching, the following have been selected. These dimensions have been listed in their order of priority. The first five (5) appear to have more significance in terms of a Teacher's influence on learner outcome than the remaining four (4), though all are important when evaluating a Teacher's total performance.

It is projected that all aspects of teaching can be classified in one of these dimensions:

- I. Instruction - those skills that are directed toward assisting students attain those affective, cognitive, and psychomotor objectives as defined in curriculum.
- II. Evaluation - those skills that are directed toward measuring, assessing and evaluating student needs, student achievement, and other outcomes of planned curricula.
- III. Curriculum - those skills that are directed toward identifying the objectives, content, strategies and activities, time, material, and utilization of resources for instruction.
- IV. Climate and Classroom Management - those skills that are directed toward developing and maintaining the social environment in which Teachers and students interact in the school and in school-related activities and those behaviors that give order and continuity to Teacher-student and student-student interactions.
- V. Counseling - those skills that are directed toward helping students deal with intra- and inter-personal conflicts, feelings, values, beliefs, personal decision-making, study skills, vocational decision, and similar concerns.
- VI. Adult Relationships - those skills that are directed toward relating and interacting effectively with other school personnel, parents, citizens, and other adults.
- VII. Other School Responsibilities - those tasks of reporting, record keeping, ordering and other such activities that are necessary for the effective and efficient operation of the school.
- VIII. Self-Assessment - those behaviors that are directed toward the collection of objective data for the purpose of gaining feedback for professional development.
- IX. As a Professional - those observable traits that directly influence or directly relate to teaching.

V. DATA COLLECTION PROCEDURES

Evidence of meeting Teacher goals and the overall quality of a Teacher's professional performance may be gathered by means of several valid and objective procedures. However, the means used must be appropriate and understood by the participants. Because Teacher goals and the Criteria of Effective Teaching can be stated in observable terms, it is assumed that objective observation of Teacher skills will provide valid data for self-assessment and for the review and evaluation of the Teacher's performance.

APPENDIX C

SUPPLEMENTAL DUTY EVALUATION

THIS SECTION MAY BE DISTRIBUTED SEPARATELY
TO SUPPLEMENTAL DUTY CONTRACT HOLDERS

SUPPLEMENTAL DUTY EVALUATION

Supplemental duties performed by Teachers are voluntary. The effectiveness of Teachers performing such duties should be monitored to provide feedback to those performing successfully, to assist those whose performance can improve, and to ensure a positive and fair assessment of each Teacher's performance.

Procedures

	<u>What</u>	<u>Who</u>	<u>Task/When</u>
<u>Step 1</u>	Initial conference	Teachers with a Supplemental Duty contract:* 1a) as a head coach/director** 1b) in first year of employment in the activity/duty 1c) if identified as needing assistance 1d) others periodically every three to five years	No later than one month after month after the start of the season/activity: - review job expectations
	Initial conference and goal setting	Teachers with a Supplemental Duty contract: 2a) coordinators of instruction and subject coordinators 2b) coordinators of athletics and events managers	No later than one month after the start of the school year: - review job expectations - set goals (form P/EV-11:1990, Supplemental Duty Goals)
<u>Step 2</u>	Monitoring	All	On-going
<u>Step 3</u>	Progress conference	Any	As needed - can be requested by Teacher or administrator
<u>Step 4</u>	Final conference	A final conference will be held for: all coaches/directors listed in 1a, 1b, 1c, and 1d above; and all coordinators and others listed in 2a and 2b above	Final Conference at the end of the season/ activity/school year using form P/EV-3: 1990, Supplemental Duty Contract-Evaluation/ Development Plan

The RRTA and the board of education believe it is important for head coaches/directors* to provide the leadership and accept the responsibility for the direction, development, and growth of their program including the professional development of their staffs. To accomplish this purpose each head coach/ director will meet with the appropriate administrator prior to the start of the season to discuss program direction and expectations. This process will include reviewing consistency throughout all grade levels of the affected programs. This process will further include the head coach/director meeting with his/her staff to set program goals, to discuss expectations of staff, to review the objectives and guidelines contained in the Student Activities Handbook, and to provide direction for staff development.

While the administrator is responsible for the evaluation and hiring of all staff, the head coach/director will have the opportunity to provide input into the evaluation of his/her assistants and in the selection of assistants. The head coach/director will not complete the evaluation form. The head coach/director will share with the appropriate administrator information previously discussed with his/her assistants concerning the assistant's job performance.

* Teachers with a supplemental contract such as guidance counselor, psychologist, and learning resource services coordinator will be excluded from this evaluation process.

** Head coach/director includes: athletics 7-12 and associated athletic activities; marching band 9-12; show choir 9-12; and drama/musical 9-12.

CRITERIA OF EFFECTIVE SUPPLEMENTAL DUTY PERFORMANCE:

These characteristics provide for a general understanding of terms.

1.0 LEADERSHIP

- 1.1 Advises and directs students, particularly those experiencing difficulties
- 1.2 Sets a positive example for students, particularly in exercising high professional ethics, respect for the judgment of officials and good sportsmanship and acceptable personal conduct before, during and after a contest or performance
- 1.3 Is a polite and courteous host to visiting schools, officials, and/or patrons
- 1.4 Demonstrates interest and enthusiasm in his/her supplemental duty activity
- 1.5 Communicates effectively to students and staff
- 1.6 Provides initiative in program development and presents creative ideas
- 1.7 Is appropriately dressed at practices, contests and performances
- 1.8 Appropriately delegates duties to assistants and effectively assists them in their responsibilities
- 1.9 Willingly and effectively assumes responsibility
- 1.10 Commands the respect of students and fellow staff
- 1.11 Effectively motivates students and Teachers

2.0 MANAGEMENT SKILLS

- 2.1 Uses time effectively
- 2.2 Uses resources effectively and facilities properly
- 2.3 Inventories resources effectively and maintains accurate rosters
- 2.4 Budgets effectively
- 2.5 Requisitions materials and services properly
- 2.6 Demonstrates effective record-keeping and proper reporting procedures
- 2.7 Properly maintains, inspects and accounts for equipment and supplies

3.0 ORGANIZATIONAL ABILITY

- 3.1 Effectively plans and/or schedules contests, events or performances
- 3.2 Announces, supports and enforces policies, rules and regulations that fall within his/her responsibilities
- 3.3 Effectively supervises facilities, contests and performances, practices, or buses and maintains good discipline
- 3.4 Is punctual in attendance and reporting and meets all deadlines

4.0 GENERAL KNOWLEDGE AND TECHNICAL SKILLS

- 4.1 Demonstrates knowledge of subject matter or sport and has the ability to transfer that knowledge
- 4.2 Uses or effectively demonstrates proper techniques or methods
- 4.3 Knows and complies with policies, rules, and regulations
- 4.4 Plans ahead effectively
- 4.5 Maintains a positive emotional and academic climate
- 4.6 Effectively teaches the values of honest effort and sportsmanlike behavior
- 4.7 Plans and conducts effective practice or inservice sessions and squad, staff, and cast meetings
- 4.8 Demonstrates knowledge of first aid procedures and athletic injury treatment
- 4.9 Demonstrates successful game strategy, appealing performing techniques, or attractive format, and effectively uses participants

- 4.10 Reads pertinent literature and maintains membership in professional organizations
- 4.11 Engages in self-study

5.0 INTERPERSONAL RELATIONS

5.1 Pupil Relations

- 5.11 Demonstrates impartiality and reasonableness toward students
- 5.12 Exhibits rapport and a positive attitude toward students and a concern for student development

5.2 Staff Relations

- 5.21 Cooperates with the administration
- 5.22 Cooperates with other staff members, programs, or departments
- 5.23 Establishes and maintains good rapport with fellow staff and visiting coaches or directors
- 5.24 Promotes harmonious relationships
- 5.25 Shares information
- 5.26 Promotes staff development through inservice activities

5.3 School/Parent/Community Relations

- 5.31 Interprets objectives to parents/community
- 5.32 Communicates policies and procedures to parents
- 5.33 Shows tact in dealing with parents
- 5.34 Develops positive attitudes toward the programs or activities supervised
- 5.35 Maintains positive relations with the news media

6.0 PERSONAL GROWTH

- 6.1 Attempts to achieve objectives established for program or activity
- 6.2 Seeks to improve previous performance

PROFESSIONAL PERSONNEL DEVELOPMENT FORM
Supplemental Duty Contract - Evaluation/Development Plan

Name _____ School _____

Position _____ Fall _____ Winter _____ Spring _____

1. LEADERSHIP ___ Outstanding ___ Competent ___ Needs Improvement ___ Unsatisfactory

2. MANAGEMENT SKILLS ___ Outstanding ___ Competent ___ Needs Improvement ___ Unsatisfactory

3. ORGANIZATIONAL
ABILITY ___ Outstanding ___ Competent ___ Needs Improvement ___ Unsatisfactory

4. GENERAL KNOWLEDGE
AND TECHNICAL SKILLS ___ Outstanding ___ Competent ___ Needs Improvement ___ Unsatisfactory

5. INTERPERSONAL RELATIONS

5.1 Pupil Relations ___ Outstanding ___ Competent ___ Needs Improvement ___ Unsatisfactory

5.2 Staff Relations ___ Outstanding ___ Competent ___ Needs Improvement ___ Unsatisfactory

5.3 School/Parent/
Community ___ Outstanding ___ Competent ___ Needs Improvement ___ Unsatisfactory

6. PERSONAL GROWTH ___ Outstanding ___ Competent ___ Needs Improvement ___ Unsatisfactory

7. SUMMARY AND RECOMMENDATION FOR FURTHER IMPROVEMENT:

___ Recommended ___ Not Recommended for Reappointment

Signature(s) of Evaluator(s) Date
Signature indicates that this report is based on
my observation and/or knowledge. It represents
my best judgment of this employee's performance.

Signature of Person Evaluated Date
Signature indicates only that this report has
been discussed with me.

Appointment to a Supplemental Duty Contract is on an annual basis only,
with any future appointment subject to review

PROFESSIONAL PERSONNEL DEVELOPMENT FORM
Supplemental Duty Goals

NAME _____

SCHOOL YEAR _____

POSITION _____

GOALS:

- Perform duties in accordance with the Criteria of Effective Supplemental Duty Performance (see Appendix B of the Professional Personnel Development Plan: Teacher)

Perform duties as assigned by:

Name

Position

-
-
-
-
-
-

Additional information for your evaluation may be provided by other school administrators

Signature of Person Evaluated

Date

Signature of Evaluator

Date

*Signature denotes receipt of copy only

White copy: Personnel
Yellow copy: Evaluatee
Pink Copy: Evaluator

P/EV-11:1990