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# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**ROSS EDUCATION ASSOCIATION**

**AND THE**

**BOARD OF EDUCATION**

**ROSS LOCAL SCHOOL DISTRICT**

**Effective September 1, 2022 through August 31, 2023**

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## **ARTICLE I - RECOGNITION**

### **1. 1 Recognition**

The Ross Local School District Board of Education, hereinafter referred to as the "Board," herein recognizes the Ross Education Association, an affiliate of the Ohio Education Association (OEA) and the National Education Association (NEA), hereinafter referred to as the "Association," as the sole and exclusive negotiations representative for all certified personnel employed by the Board including but not limited to regular classroom teachers, special education teachers, librarians/media specialists, nurses, counselors, special area teachers, and tutors, whether on leave or on per diem, but excluding the Superintendent of schools, all principals and assistant principals, supervisors and all others for whom certification in supervision or administration is required as a condition of employment, substitute teachers except those assigned by the Board to one specific teaching position for sixty (60) days of service or one hundred twenty (120) school days in any combination of assignments during a school year. Such substitute teachers, subject to continued satisfactory performance, shall remain in the bargaining unit until the members to whose positions the substitutes have been assigned return to duty.

The Association recognizes the Ross Local School District Board of Education as the locally-elected body charged with the establishment of policy for public education in the Ross Local School District and as the employer under state law of all personnel of the school system. The Association further recognizes that the Board has the sole responsibility for the management and control of all public schools of whatever name or character in the district and is specifically delegated with the responsibility of making the rules and regulations by which the district will be governed as provided by Sections 3313.20, 3313.47, and Chapter 4117 of the Ohio Revised Code, except as modified by this agreement.

## **ARTICLE II - DEFINITIONS**

### **2. 1 Days**

Days refer to calendar days unless otherwise indicated.

### **2. 2 Party**

Party shall be construed to mean the Association or the Board.

### **2. 3 Member or Teacher**

Member or teacher shall refer to any member of the bargaining unit.

### **2. 4 Seniority**

Seniority shall mean the length of continuous employment in a bargaining unit position as verified by Board minutes.

- 2.4.1 Seniority shall begin to accrue from the first day worked in the bargaining unit.
- 2.4.2 Seniority shall accrue for all time a member is on active pay status or is receiving worker's compensation.
- 2.4.3 Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- 2.4.4 Full-time members shall accrue one (1) year of seniority for each year (120 days) worked as determined by the minimal full-time standard defined by this agreement.
- 2.4.5 Part-time members who work less than seventy-one percent (.71) of full time shall accrue seniority at one-half (1/2) year per year worked.
- 2.4.6 No member shall accrue more than one (1) year of seniority in any work year.
- 2.4.7 When two or more members have the same seniority, past service in the district, including adult education, summer school, and tutoring, shall be used to break the tie. If a tie still remains, the following shall be used, in alphabetical order, to determine seniority ranking:
  - (A) Employment date as verified in Board minutes;
  - (B) Previous continuing contract status;
  - (C) Total years of experience in chartered schools;
  - (D) Order as determined by lot of names as they appear on the Board agenda.
  - (E) These records are to be maintained by the Office of the Treasurer.

### **ARTICLE III - NEGOTIATIONS PROCEDURES**

#### **3. 1 Professional Negotiations Procedures**

##### **3.1.1 Initiating Negotiations**

A request from the Association for negotiation meetings will be made in writing directly to the Superintendent acting as the representative of the Board. Requests initiated by the Board shall be directed in writing to the President of the Association.

The written request for negotiations shall be made between March 15 and March 30 by the association.

The first negotiations session shall be held within thirty (30) days of the date listed on the initial request for negotiations or another mutually agreeable date.

### 3.1.2 **Exchanging of Proposals**

At the first negotiations session, the first item of business will be the exchanging of proposals, or issues if the parties so decide. Once the parties have exchanged proposals or issues, no new proposals or issues may be introduced for consideration during the course of the negotiations without the mutual consent of the parties.

### 3.1.3 **Proposals**

Negotiations proposals shall, in form and detail, specify that for which agreement is sought, so that without clarification or supplementation, if such proposal is agreed to by the other party, it shall express the whole agreement between the parties with respect thereto.

### 3.1.4 **Scheduling Sessions**

Subsequent negotiations sessions shall be scheduled by the negotiating teams prior to adjourning the session that is in progress.

### 3.1.5 **Executive Session**

All negotiations sessions shall be in executive session unless the parties mutually waive this section in writing. Neither party may unilaterally release information to the press until impasse has been declared by either party.

### 3.1.6 **Negotiating Team**

Each party shall appoint a maximum of six (6) representatives to serve as its negotiating team. The appointed representatives shall serve as the negotiating team throughout the period of bargaining unless circumstances prevent doing otherwise. All negotiations shall be conducted exclusively between said teams.

### 3.1.7 **Power to Negotiate**

While no final agreement shall be executed without ratification by the Association and adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals and counterproposals and to make concessions in the course of negotiations so as to reach agreement.

### 3.1.8 **Consultants**

Either party may call on professional and lay consultants in addition to their representatives to present testimony and facts concerning matters under discussion. Up to two (2) consultants may be used by each of the parties in any negotiations session provided that three (3) days prior written notice of their appearance and their names are given to the other party. The cost of such consultants shall be borne by the party requesting their services.

3.1.9 **Non Attendance of Chief Spokesperson**

When unforeseen circumstances make it impossible for the chief spokesperson for either party to be in attendance or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible. Both parties shall agree to a time, date, and place for the next negotiations session.

3.1.10 **Good Faith**

The parties mutually agree to negotiate in good faith as defined in the law.

3.1.11 **Caucus**

Either team may call for a caucus at any time. A caucus shall not be any longer than thirty (30) minutes unless an extension is mutually agreeable to both parties.

3.1.12 **Information**

The Board and the Superintendent agree to furnish the Association's negotiations team, upon request and in reasonable time both prior to and during negotiations, public information concerning financial resources of the district and such other public information as will assist the Association in developing proposals or matters under negotiation (See Appendix D).

3.1.13 **Tentative Agreement**

Tentative agreement on negotiations items shall be reduced to writing and initialed by a representative of each party. Such initialing shall not be considered binding or as final agreement by the parties and either party may revise or withdraw an initialed item until all items have been agreed to by the respective teams.

3.1.14 **Agreement**

When substantive agreement is reached, it shall be reduced to writing and submitted for ratification to the Association. The Association team pledges that it will favorably recommend the package at a general meeting of the Association, and the Board team pledges that it will favorably recommend the package to the Board of Education at a Board of Education meeting. Subsequent to ratification by the Association, the Board shall consider the agreement within thirty (30) days; and, if approved by the Board, the agreement shall be signed by the respective Presidents.

3. 2 **Impasse**

After the parties have negotiated for a minimum of forty-five (45) days and if agreement has not been reached on all issues, impasse may be declared by either party.



### 3.2.1 **Impasse Declared**

If impasse is declared, at the request of either party the impasse shall be submitted to federal mediation. The mediator shall be selected by agreement between the parties. If agreement on a mediator cannot be obtained within five (5) days after the call for mediation, the Federal Mediation and Conciliation Service shall be jointly requested to appoint a mediator. The selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service. The period of mediation shall be for no more than thirty (30) days from the first meeting.

### 3.2.2 **Right to Strike**

If the parties have completed the impasse procedures as set forth above and no agreement has been reached and the Association has provided the Board with a "Notice to Strike" required by Chapter 4117 of the Ohio Revised Code and ten (10) days have elapsed since receipt of said notice by the Board and the contractual issues being negotiated have expired, then the Association may exercise its statutory right to strike on those issues which were being negotiated by the parties pursuant to the reopener provisions of this agreement.

## 3.3 **Renegotiation**

### 3.3.1 **Renegotiation by Mutual Agreement**

If mutually agreed to by the parties, the agreement or any part thereof may be renegotiated prior to the termination of the agreement. Negotiations on only those items mutually agreed to be reopened shall begin within ten (10) days of the agreement to negotiate.

### 3.3.2 **Successor Agreement**

Upon request of either party made between March 15 and March 30 of the year in which the contract expires, negotiations shall commence on a successor agreement. Negotiations on a successor agreement shall be in accordance with this agreement.

### 3.3.3 **Memoranda of Understanding**

Both parties may agree by mutual consent to memoranda of understanding prior to expiration of any negotiated contract. A signed memorandum of understanding supersedes the original contract agreement for the duration of the memorandum.

## 3.4 **Provisions Contrary to Law/Severability**

### 3.4.1 **Contrary to Law**

If any provision of this agreement shall be found contrary to or in conflict with law by a court of competent jurisdiction, then that provision shall be deemed invalid except to the extent permitted by law; but all other provisions herein shall continue in full

force and effect for the term of this agreement. Upon request of either party, the parties shall meet within ten (10) days to negotiate a successor provision for the provision held contrary to law. Negotiations shall be subject to the impasse resolution procedures of this agreement.

3.4.2 **Not Contrary to Law**

All resolutions, policies, practices, procedures, rules, and/or regulations which are not contrary to or inconsistent with the terms of this agreement shall continue in effect until changed by the Board acting in its sole discretion.

3.4.3 **Represents Entire Agreement**

The parties agree that this agreement represents the entire agreement between the parties as to the wages, hours, and all other terms and conditions of employment covered by this agreement and supersedes any and all prior oral or written agreements or understanding between the Board and the Association. Therefore, except as may be expressly provided in the reopener of negotiations clause, Section 3.3, and contrary to law provision of the agreement, Section 3.4.1, the Board shall not be obligated to bargain collectively with the Association during the term of this agreement on any matter which is addressed by this agreement.

Furthermore, the parties agree that, unless otherwise provided herein, this agreement will be the sole and exclusive recourse available to members and the parties hereto; and, where provisions of this agreement conflict with otherwise applicable provisions of Ohio Law, this agreement shall prevail pursuant to the provision of the Ohio Revised Code, Section 4117.10(A).

**ARTICLE IV - GRIEVANCE PROCEDURE**

4.1 **Definitions**

4.1.1 **Grievant**

Grievant shall be defined as a member of the bargaining unit, the Association, and/or a group of bargaining unit members.

4.1.2 **Grievance**

A grievance is defined as a specific claim of violation, misapplication, and/or misinterpretation of the terms of this agreement, and/or working conditions which affect the health and safety of the member(s).

4.1.3 **Days**

Days refers to postal delivery days unless otherwise indicated. Vacation/recess days are excluded. If a deadline occurs on a non-postal delivery, the deadline shall be

extended to the next postal delivery day. Timelines may be extended with mutual consent.

## 4. 2 **Procedures**

Prior to instituting Level One of the Grievance Procedure, the member and/or Association Representative should discuss the problem with the building principal or appropriate administrator to determine if a resolution of the problem is possible. Timelines for filing a grievance may be extended by mutual consent.

### 4.2.1 **Level One**

Grievant(s) may, within twenty-five (25) days after the event upon which the problem is based, file with the appropriate administrator a written claim upon the form herein provided by the Board of Education (Appendix C -2). Such claim shall state briefly but with particularity the basis and nature of the problem and the relief desired and shall set forth the specific section of the agreement which is alleged to have been violated.

The administrator with whom the problem is properly filed shall, within five (5) days, schedule a time, not more than five (5) days thence, to meet with the grievant(s); and they shall attempt to resolve the problem. The administrator shall take action on the grievance within five (5) days after the meeting provided for in this paragraph. The action taken and the reasons for such action shall be in writing and shall be sent to the grievant(s), the Superintendent, and the Association.

Failure by the bargaining unit member(s) to file a grievance within the twenty-five (25) day period constitutes a waiver of the grievance unless the grievance is a reoccurring one.

Failure to file an appeal from Level One within the time provided (see 4.2.2) herein shall constitute a a waiver of the grievance.

### 4.2.2 **Level Two**

If the meeting between the grievant (s) and the administrator does not result in a resolution satisfactory to the grievant(s), the Association may within seven (7) days of receipt of the administrator's response request that it be referred to the Superintendent.

Following receipt of the properly filed grievance the Superintendent shall, within five (5) days, schedule a time, not more than five (5) days thence, to meet with the grievant(s); and they shall attempt to resolve the problem. The Superintendent shall take action on the grievance within ten (10) days after the meeting provided for in this paragraph. The action taken and the reasons for such action shall be in writing and shall be sent to the grievant(s), the Association, and the administrator involved at Level One.

If the appropriate administrator with whom the initial grievance is filed is the Superintendent, then that grievance shall be initiated at Level Two. Failure to file an appeal to Level Three within seven (7) days of the response shall constitute a waiver of the grievance.

#### 4.2.3 **Level Three**

If the meetings held under Levels One and Two do not result in a resolution satisfactory to the grievant(s) and the grievance involves a violation, misinterpretation, and/or misapplication of the agreement only, the Association may, within seven (7) days after receipt of written notice of the action taken by the Superintendent, request in writing that the matter be submitted to grievance mediation. This request for grievance mediation shall be filed with the Treasurer of the Board of Education and the Federal Mediation and Conciliation Services (Cincinnati office). Failure to file an appeal within seven (7) days shall constitute a waiver of the grievance. A date for grievance mediation shall be agreed to within fourteen (14) days after filing with the Treasurer and Federal Mediation and Conciliation Services.

#### 4.2.4 **Level Four**

If the meetings held under Levels One, Two, and Three do not result in a resolution satisfactory to the grievant(s) and the grievance involves a violation, misinterpretation, and/or misapplication of the agreement only, the Association may, within seven (7) days after the mediation session set forth in Level Three, request in writing that the matter be submitted to binding arbitration. This request for binding arbitration shall be filed with the Treasurer of the Board of Education and American Arbitration Association in accordance with its rules and regulations. Failure to file an appeal within seven (7) days shall constitute a waiver of the grievance. The arbitrator shall hear the grievance in accordance with the rules and regulations of the American Arbitration Association.

In reaching his/her decision, the arbitrator shall have the power to decide only the grievance before him/her and shall have no authority to alter, add to, and/or subtract from any of the terms of this agreement as written. Further, the arbitrator must consider the Board's authority granted to it by law as well as the agreement.

The parties shall equally share the costs of the arbitrator and other incidental costs. Each party shall be responsible for the costs of any witnesses or consultants needed for said hearings. Witnesses necessary to the hearings and either the Association grievance chair or the Association President shall be released from their professional duties to attend said hearings without such leave being charged to their personal leave or sick leave accounts.

#### 4. 3 **General Provisions**

##### 4.3.1 **Representation**

The Association may have a representative present as an observer at each step of the grievance procedure, and the grievant(s) may have a bargaining agent representative of his/her choice.

##### 4.3.2 **No Reprisals**

No reprisals shall be taken against any member by reason of such member's initiation of or participation in the filing and/or processing of a written grievance as provided herein.

##### 4.3.3 **Personnel File**

A written grievance shall not be placed in the grievant's (grievants') personnel file(s).

##### 4.3.4 **Grievance Withdrawn**

A grievance may be withdrawn at any level without prejudice or record.

##### 4.3.5 **Legal Action**

A member, group of members, and/or the Association must exhaust all the steps of the grievance procedure set forth in this provision before bringing legal action in any court of law with regard to any matter which is grievable under this provision.

### **ARTICLE V - ASSOCIATION RIGHTS**

Recognition of the Association as the exclusive bargaining agent shall entitle the Association to the following exclusive rights:

#### 5. 1 **Association Equipment Space**

Reasonable space for the Association's office equipment shall be provided in the building to which the President of the Association is assigned.

#### 5. 2 **Authority of Association Members on Committees**

When members of the bargaining unit serve on district committees, task forces, teams, etc., they are doing so as individuals and do not represent nor speak for the Association. Any goals, ideas, or plans developed by or agreements or conclusions reached by these bodies are not binding on the Association nor do they compel the Association to abrogate any rights guaranteed to it by the negotiated contract or function of law. No member or group of members of the bargaining unit has the authority to relinquish any of his/her/their contractual rights without the expressed written consent of the Association.

5. 3 **Board Equipment**

The Association may use the fax machine, telephone, and duplicating equipment, and/or computer designated by the Superintendent, provided the Association pays the cost of any supplies used while operating said equipment and/or for any damage done to the equipment as a result of the negligent operation of the same by the Association.

5. 4 **Board Meetings**

The President of the Association shall receive notice of all regular, special, and/or emergency School Board meetings in the manner provided by the Sunshine Law.

5. 5 **Board Policy**

Proposed additions or modifications of the Board Policy Sections GA – GC Series shall be provided to the Association President prior to Board approval.

5. 6 **Board's Agenda**

The President of the Association shall receive an advance copy of the agenda and amendments thereto of each Board meeting. Such agenda shall be sent to the Association President by email forty-eight (48) hours prior to any meeting, if available. The President shall also receive a copy of the minutes when they are available to the public.

5. 7 **Bulletin Boards**

The Association shall have the right to use the bulletin boards in each faculty workroom for Association business. Such bulletin board shall be maintained by the Association building representative(s).

5. 8 **Copies of Agreement**

A paper copy shall be placed in each teacher workroom. An electronic copy of the Agreement shall be available on the school district website.

5. 9 **Dissemination of Materials**

The Association shall have the right to use the inter-school mail system and email for distribution of Association materials. The building principal will be provided a copy of the material in the same manner as the members.

5.10 **Dues Deductions**

Dues of the Ross Education Association, Southwestern Ohio Education Association, the Ohio Education Association, and the National Education Association will be deducted from a member's paycheck, provided the member notifies the Treasurer of the Board of Education in writing and no later than September 25 or after twenty (20) days of employment in the Ross

School District, whichever is later, of his/her desire to have said Association dues deducted. Deductions will be withheld from the member's pay in twenty-two (22) equal installments beginning with the first pay period in October and will be deducted from the first two paychecks each month through August. Deductions may continue from year to year at the member's option and will continue until the member notifies the Treasurer's office in writing to discontinue his/her deductions.

#### 5.11 **Financial Reports**

Upon request, and at no charge to the Association, the Treasurer will provide the President of the Association regularly maintained public financial reports (See Appendix D).

#### 5.12 **Meeting with Members**

A representative of the Association may meet with a member while the member is on lunch break and/or before and/or after the student day, provided this activity does not interfere with and/or interrupt the member's contractual duties.

If the Association representative is from outside the building, he/she shall first inform the principal or designee of his/her presence in the building and whom he/she is there to contact.

#### 5.13 **Member Information**

No later than (1) one week prior to the start of the new school year, the President of the Association will be provided the names and addresses of any bargaining unit members newly hired for the next school year. If the Board prepares a personnel directory, the Board shall provide a copy to the Association President.

#### 5.14 **President's Release Time**

The Board and Association agree that mutual communication is important to the efficient and smooth operation of Ross schools. Both parties agree to dedicate their best efforts to the accomplishment of this goal. As a part of this mutual effort, the Board will not require the President of the Association to perform non-teaching duties during his/her term as President, i.e. homeroom, bus supervision, playground supervision, internal substitution, lunchroom supervision, rest room duty, etc. During these times, the President may carry out the duties of his/her office in the Association, provided that these duties do not interfere with his/her duties as an employee of the district.

#### 5.15 **Release Days**

The Association has up to ten (10) release days per year to conduct Association business, four (4) which may be purchased by paying the district the prevailing substitute rate at the time of the request. Members may use personal leave days with pay for Association business to a maximum collective total of three (3) days each school year. The local Association president and officially elected delegates or alternates may attend the annual NEA/OEA Representative Assembly as professional days. The Board is not obligated for any expenses related to the NEA/OEA Representative Assembly except to provide release time. No

member who has missed seven (7) or more days of work during the school year due to personal illness or personal leave at the time the leave is requested will be eligible for Association leave or personal leave for Association business. The Superintendent has the right to waive this in exceptional circumstances.

5.16 **Seniority List**

The Board shall provide the seniority list to the Association President by October 1 of each year.

5.17 **Attendance of Staff Children**

The Board of Education shall adopt an open enrollment policy to permit children of bargaining unit members to attend Ross School District pursuant to the terms of that policy.

**ARTICLE VI - LABOR MANAGEMENT COMMITTEE**

6. 1 **Labor Management Committee**

In an effort to further a good working relationship between the parties, a Labor Management Committee (LMC) shall be formed to investigate, study, and discuss solutions to mutual district issues affecting labor relations. The Labor Management Committee shall also serve as a committee to which unresolved building concerns may be appealed.

6. 2 **Representation**

Representation on this committee shall be:

(A) For the Administration:

- Superintendent
- Superintendent's designee
- Up to one (1) administrator per school
- District Treasurer
- Rotating members necessary for the discussion at hand
- Ex Officio: Board Counsel

(B) For the Association:

- President
- Vice Presidents
- One (1) representative for each school
- Rotating members necessary for discussion at hand
- Ex Officio: OEA Representative

6. 3 **Chairperson**

The chair of the committee shall alternate from meeting to meeting between the Administration and Association, unless the parties mutually agree otherwise.



#### 6. 4 **Meeting Schedule and Agenda**

Meetings shall be held once a month. An agenda shall be submitted to both parties at least forty-eight (48) hours prior to the meeting. Any member of the committee may submit an item for inclusion on the agenda at least forty-eight (48) hours prior to the distribution of the agenda. The intent is for each side to come to the meeting as well prepared as possible.

A specific day and time shall be agreed to for future meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.

Except in emergencies, topics not on the agenda shall not be discussed but shall be placed on the following month's agenda. The agenda shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent. Unless the parties mutually agree otherwise, discussion of agenda topics will be alternated, with the party occupying the chair exercising the right to designate the first topic.

#### 6. 5 **Minutes**

Unless the parties mutually agree otherwise, the Association and the Administration will alternate as secretary and will prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all administrators, Board members, and Association members.

Neither the written summaries of minutes, the minutes of any meeting, nor the comments of any participant shall be used in any grievance, arbitration, and/or any other type of proceeding.

#### 6. 6 **General Guidelines**

While it is the intent that the LMC is to work to solve mutual problems, it is recognized that there is no obligation on the part of the parties to reach agreement on any topic. No LMC action can change any item in the negotiated agreement but may be used to clarify or produce guidelines for implementation.

No grievance shall be discussed; however, topics that could lead to grievances may be discussed.

No item concerning a building problem shall be placed on the agenda unless it has been discussed at the building level first.

Timelines for the resolution of and/or feedback on agenda items shall be set by the committee and shall be adhered to unless changed by mutual consent.

Where agreement is reached by the LMC on a topic, it will be reduced to writing and will be signed by the two chairs.

At the organizational meeting general rules of operation will be developed. The services of either the Labor Management Center or Federal Mediation and Conciliation Service will be secured for this purpose.

There shall be mutual agreement on any news releases. However, this does not preclude the parties from reporting to their respective members.

6. 7 **Table Topics**

The chairperson shall recognize a motion by either party to table a topic for further study.

6. 8 **Annual Evaluation**

The LMC shall annually evaluate its effectiveness.

6. 9 **Building Leadership Teams**

(A) A Building Leadership Team shall be instituted in each building to investigate, study, discuss and implement solutions to building issues.

(B) Representation shall be as follows:

- High School - Principal  
All Department Heads  
Other Representatives as needed
  
- Middle School - Principal  
One (1) Representative per Team  
One (1) Special Education Representative  
One (1) Special Area Representative  
Other Representatives as needed
  
- Intermediate School- Principal  
One (1) Representative per Team  
One (1) Special Education Representative  
One (1) Special Area Representative  
Other Representatives as needed
  
- Elementary School - Principal  
One (1) Representative per Grade Level  
One (1) Special Education Representative  
One (1) Special Area Representative  
Other Representative as needed

The term for representatives on a Building Leadership Team shall be determined by the Building Leadership Team or by contract as per 8.1.8 (A). Terms shall be staggered

and, upon the expiration of a term, an open invitation to serve on the Building Leadership Team shall be made to the constituents affected.

Other staff may not be present at any BLT meeting except by mutual consent.

- (C) A teacher co-chair shall be selected by the team to serve as co-chair with the principal.
- (D) Meetings shall be held a minimum of once a month. An agenda shall be mutually developed by the co-chairs and shall be submitted to all BLT members at least forty-eight (48) hours prior to the meeting. Any member of the team may submit an item for inclusion on the agenda. The intent is for BLT members to come to the meeting as well prepared as possible.

A specific day and time shall be agreed to for future meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.

Items may be added to the agenda by mutual consent.

- (E) Unless the BLT members mutually agree otherwise, the teacher co-chair and the Principal will alternate as secretary and will prepare minutes of the meeting, including the resolution of issues. Before distribution, both co-chairs shall review the minutes. Copies will be provided to the Superintendent, principal and all building members.

Neither the written summaries of minutes, the minutes of any meeting, nor the comments of any participant shall be used in any grievance, arbitration, and/or any other type of proceeding.

- (F) While it is the intent that the BLT is to work to solve mutual issues, it is recognized that there is no obligation on the part of the BLT members to reach agreement on any topic. No agreement can change any item in the collective bargaining agreement.

No grievance shall be discussed; however, topics that could lead to grievances may be discussed.

Timelines for the resolution of and/or feedback on agenda items shall be set by the team and shall be adhered to unless changed by mutual consent. If an agenda item is not resolved by the BLT, the issue may be presented as an agenda item to the LMC.

- (G) The chairperson shall recognize a motion by any BLT member to table a topic for further study.
- (H) Each BLT shall annually evaluate its effectiveness.

## **ARTICLE VII - WORKING CONDITIONS**

### **7. 1 Class Size/Class Load**

Student assignment shall be made in accordance with Ohio Law and 3310-35-03(H) (3) (A) of the state minimum standards. The Board agrees to provide to the Ross Education Association by October 31 class size compliance data as reported to the state. This data will include the method of counting used to show compliance, a list of staff and position each holds that was used in doing the computation required, and the actual computation reflecting compliance.

The maximum class load per day in classes of members at Ross High School, excluding classes of those members who teach music, and physical education, shall be ninety (90) students. This maximum of ninety (90) students applies only as long as the high school is using the block schedule.

### **7. 2 Curriculum Development**

The Board and the Association both agree that the development of curriculum as the basic guide to instruction is a very important part of the instructional process for students. The parties also agree that the revision, development, and the writing of curriculum revision can be handled during the normal instructional process. The parties agree that total course revisions or major area changes are major tasks requiring a large amount of time outside the normal contract day, and remuneration for this work shall be paid at an hourly rate equal to BA Step 0 divided by 184 divided by 7.5 times the hours worked.

### **7. 3 Facilities**

Members will have one room in each building reserved as a faculty lounge, which will be restricted to Ross Local School District employees.

All members shall have an appropriate place to work during their planning period. For preparation of materials members will be provided access to a copier in each building.

### **7. 4 Homebound Instruction**

Salary of homebound instructors shall be an hourly rate equal to BA Step 0 divided by 184 divided by 7.5 times the hours worked.

### **7. 5 Inclusion**

When students with an active IEP are assigned to members' classrooms, the following procedures shall be followed:

- 7.5.1 The member(s) shall be notified in advance of the placement and shall receive a copy of that portion of the IEP pertaining to the member's (members') instructional responsibilities.

- 7.5.2 A member of the special education staff shall consult with the member(s) regarding the identified student(s) special needs within the first ten (10) working days of the student(s) first attendance in the member(s) classroom.
- 7.5.3 Depending upon the specific needs of the identified student(s) and the amount of support resources available, the total class size of the member's (members') classroom(s) shall be adjusted to reflect any significant additional responsibilities required by the student(s).
- 7.5.4 In order to facilitate the student's (students') special education, a member of the special education staff shall provide to the member(s) appropriate available information, including but not limited to the availability of appropriate materials, information concerning the location of IEP's, and training on how to interpret IEP's.
- 7.5.5 Depending on the special needs of the identified student(s) assigned to the member(s), consideration shall be given to the assignment of aide time.
- 7.5.6 Assignment of special needs students shall be equitable, but not necessarily equal, among all members available in any given year and from year to year.
- 7.5.7 Members should raise concerns with the implementation of the provisions above at BLT meetings.

#### 7.6 **In-service Days**

Members shall have the opportunity to provide input with regard to the type of programs presented on in-service days by submitting a written proposal to his/her BLT no later than ninety (90) days prior to the date of the scheduled in-service day. Nothing herein prohibits a teacher from submitting a proposal inside this time frame, however, it is recognized that a proposal submitted inside the time frame may not receive due consideration.

A minimum of four (4) teacher in-service days shall be scheduled each school year. A minimum of one in-service day shall be scheduled immediately prior to the students' first day on which, excluding lunch, teachers shall have 3 and ½ hours work time. A minimum of two (2) in-service days shall be scheduled during the school year. A total of four (4) hours over the course of both days shall be designated as teacher work time which shall be determined by the BLT. An in-service day shall be scheduled at the end of the year and shall be designated as teacher work time and end of year check-out.

#### 7.7 **Internal Substitution**

Substitutes shall be employed, when available, for all members of the bargaining unit who are absent from their assigned class(es). Only after reasonable effort has been made by the administration to secure a substitute shall the administration secure another member(s) to cover the assigned class(es) of the member who is absent. In the event it is necessary to assign a member supervision of an absent member's students while the assigned member is on planning time, every effort shall be made to assign said duty on an equitable basis.

Should a member be required to cover the assigned class(es) of an absent member during his/her plan time, the member and administrator will initial a log maintained in the office identifying the date and amount of time required to cover the named member's class(es). In the last paycheck in December and June, those member internal substitutes will be compensated at an hourly rate equal to BA Step 0 divided by 184 divided by 7.5 times the hours worked as an internal substitute. The time worked shall be rounded up or down to the nearest quarter hour.

The Board shall only request, or if necessary require, members at the Ross High School to cover an assigned class of an absent member for a maximum of forty-five (45) minutes. A member, however, may request to cover the class of an absent member for an entire class block of ninety (90) minutes.

#### 7. 8 **Length of School Year**

The member's contract year shall consist of up to one hundred eighty (180) days of instruction and/or parent-teacher conferences and at least four (4) days of professional meetings for members.

Two (2) of the professional meeting days for members will be used for orientation and closure meetings and related activities.

Two (2) days each school year may legally be scheduled for parent-teacher conferences. It is desirable to encourage and accommodate the greatest parental participation feasible. Parental and staff input should be secured by the principal of each school to ascertain what conference schedule would best accommodate parental involvement. The conference time(s) scheduled will reflect an equivalent work day. Each school's proposed plan must be submitted to the Superintendent for approval so it can be meaningfully structured as part of the district parent conference plan. Once a final building plan is established, it is binding on all members at that school.

The Building Leadership Team may schedule an Open House up to four (4) work days prior to the first day of the contracted school year. Attendance at Open House is mandatory for all teachers unless excused by the building principal.

#### 7. 9 **Lunch Period**

Each member shall be granted at least thirty (30) minutes for lunch each school day, during which time he/she shall not be required to perform any school duties.

Furthermore, if such lunch period does not coincide with the operating hours of the school cafeteria, efforts will be made to provide a hot meal from the cafeteria.

#### 7.10 **Medication, Diapering and Medical Procedures**

Except for school nurses and special education teachers, other members of the bargaining unit shall not be required to administer medication to, diaper, or conduct specialized

medical procedures on any student unless the member agrees to do so. In the event a member agrees to perform any of the afore-mentioned activities, he/she must have received adequate training in the activities.

7.11 **Part-time Definition and Benefits**

Part-time lunch, planning and preparation and closure time shall be computed as set forth in Appendix F.

7.12 **Preparation and Conference Time**

Middle school and high school (7-12) members shall be provided a daily preparation period for planning, preparation, and/or conferences at least equal to the same length as a regular class period. For purposes of block scheduling at the high school, "regular class period" shall mean one block of ninety (90) minutes.

Elementary members (K-6) shall have a daily preparation period during the student day of not less than thirty (30) continuous minutes in length. Recess time shall be excluded from preparation period calculations.

Special area members, such as but not limited to art, music, and physical education, shall have preparation time scheduled in the same manner as and equal to regular members at their level. Travel time between buildings shall not be considered as preparation time.

Teachers who travel between Ross High School and another school within the district shall have their planning time calculated by

- (A) determining the percents of time they spend in each school to which they are assigned;
- (B) multiplying the percents arrived at in (A) times the planning time guaranteed in this section for each of the schools to which they are assigned; and
- (C) adding the results together.

The Board shall attempt to schedule the amount of planning time arrived at using the calculation above for each traveling teacher. If the Board is unable to schedule the amount of planning time arrived at by using the calculation above as one uninterrupted block of time, it shall schedule as close as possible to that amount of planning as one uninterrupted block of time.

Notwithstanding the above, no full-time classroom member shall receive less than two hundred (200) minutes each work week for planning, evaluation, and/or conferences.

7.13 **School Calendar**

At least four (4) weeks prior to submitting a subsequent school year calendar proposal to the Board for official action, the Superintendent shall provide the President of the

Association and the Labor Management Committee with a copy. If requested, the Superintendent shall meet and discuss the proposed calendar with the President of the Association and the Labor Management Committee.

The Association shall be consulted at least forty-eight (48) hours prior to any proposed amendment to the school calendar.

The Board of Education shall establish and amend the school calendar at its sole discretion.

#### 7.14 **Smoke/Tobacco Free Procedures**

All buildings in the district shall be smoke/tobacco-free for all purposes.

All Board owned and/or leased grounds, buildings, and vehicles shall be smoke-/tobacco-free for all purposes twenty-four (24) hours a day. This includes e-cigarettes and vapor devices. Bargaining unit members on duty during an after school activity will be required to enforce the language in this section only as it applies to students attending and/or participating in said activity.

#### 7.15 **Student Teachers**

Any compensation from a college or university for supervision of student teachers shall be paid to the Board of Education. The Board of Education will then remit the funds to the teacher, after deductions for all applicable taxes and the employee share of STRS.

The principal within a building shall make the assignment of student teachers. No member shall be assigned a student teacher or student observer without that member's consent.

If a supervising teacher believes the progress of the student teacher whom he/she supervises is unsatisfactory, a conference shall be arranged promptly and shall include the supervising teacher, building principal, student teacher, and the college/university supervisor.

#### 7.16 **Substitute Teachers**

The following provisions of the agreement shall not apply to substitute teachers who are members of the bargaining unit:

- (A) Assignment, Vacancies, and Transfers
- (B) Student Teachers
- (C) Termination, Nonrenewal, and Other Disciplinary Procedures
- (D) Reduction in Force
- (E) Professional Meetings
- (F) Leaves of Absence
- (G) Leaves of Absence for Professional Improvement
- (H) Parental Leave



It is further understood by the parties that inclusion of a substitute in the bargaining unit shall not guarantee or require the assignment of a substitute to duty or payment for any day for which there is no need for the substitute teacher's services nor shall such inclusion entitle the substitute teacher any rights to employment or reemployment in any subsequent school year. Notice of non-renewal and all related provisions of Ohio Revised Code Sections 3319.10 and 3319.11 shall not apply to substitutes who become members of the bargaining unit.

#### 7.17 **Tutors**

Tutors are defined as only those members assigned to tutor special student(s) for an indefinite period of time. This time period will depend on the student's(s) needs.

Tutors will have all rights and benefits of the agreement except as delineated in the following:

- (A) Tutor's salary shall be paid at an hourly rate equal to BA step 0 divided by 184 divided by 7.5 times the hours worked.
- (B) Service as a tutor shall not be considered service for purposes of determining eligibility for a continuing contract or for the award of a multi-year limited contract pursuant to any provision of this agreement or statute authorizing the award of multi-year limited teaching contracts. All tutor employment contracts will be one year limited contracts which will automatically expire at the close of the school year for which they were issued without Board action on non-renewal or notice.
- (C) Tutors regularly scheduled at least three (3) hours per day shall be eligible to receive all of the insurance related fringe benefits set forth herein except the Board shall pay fifty percent (50%) of the cost of the premium for said benefits with the member paying the remaining fifty percent (50%) for said benefits.
- (D) Tutors working more than thirty-two (32) hours per week shall be eligible to participate in the benefit programs to the same degree as full-time members. Furthermore, such members will be eligible for personal days, sick leave, professional meetings, and assault leave.

#### 7.18 **Workday**

7.18.1 The regular work day shall be seven and one-half (7 1/2) hours in length. The regular work day shall also include a member's attendance at meetings and performance of duties before or after the seven and one-half (7 1/2) hour day as reasonably required. If the Superintendent determines to close school due to weather or other calamity, after the first five (5) days, at the Superintendent's discretion, teachers may be required to report to work on a two (2) hour delay, unless there is a Level II or III in the teacher's district of residence.

7.18.2 The starting and ending times of the teacher day and of the student day at each school in the district shall be as follows:

		Start	Dismiss
RHS	teacher day	7:10 a.m.	2:40 p.m.
	student day	7:20 a.m.	2:10 p.m.
RMS	teacher day	7:20 a.m.	2:50 p.m.
	student day	8:00 a.m.	2:45 p.m.
Elda	teacher day	8:20 a.m.	3:50 p.m.
	student day	9:15 a.m.	3:45 p.m.
Morgan	teacher day	8:20 a.m.	3:50 p.m.
	student day	9:15 a.m.	3:45 p.m.

Within these limitations, the Board retains the right to adjust the starting and ending times of either or both the teacher day and the student day. However, pursuant O.R.C. 4117, the Association has the right to assert that the Board bargain over the affects of adjustment.

#### 7.19 **Continuing Contract Eligibility**

Any teacher employed by the Board who will become eligible for a continuing contract for the following school year shall provide written notice to the Superintendent no later than September 15<sup>th</sup> that the teacher is eligible or will be eligible for a continuing contract at the end of the school year in which the current limited teaching contract with the Board expires. Failure to notify the Superintendent by September 15<sup>th</sup> shall be a waiver of the teacher's eligibility for continuing contract for the following school year and may result in the teacher being issued a one (1) year limited teaching contract for the following school year, rather than a continuing contract. Notice received after September 15<sup>th</sup> shall not serve as the notice required by this section for the next following year. A teacher may withdraw his/her request for continuing contract up to the date of the Board's action on his/her individual teaching contract. If the coursework required for continuing contract is not completed by the Board meeting in May at which action on the employee's contract is to be taken, the continuing contract, if granted, will be granted contingent upon the completion of the required coursework no later than June 30<sup>th</sup> of that year. If the coursework is not completed by June 30<sup>th</sup>, the teacher will be deemed employed under a limited teaching contract.

The provisions of this section are intended to, and shall, supersede and replace any and all conflicting provisions of the Ohio Revised Code sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Ohio Administrative Code Chapter 3301-24 and any other provisions of the Ohio Revised Code or Ohio Administrative Code regarding notification for the issuance and granting of continuing contracts.

## **ARTICLE VIII - DISTRICT- MEMBER PERSONNEL GUIDELINES**

### **8. 1 Assignment, Vacancies and Transfers**

#### **8.1.1 Definition**

A vacancy shall be defined as any newly created position or any other position which becomes available as the result of a resignation, retirement, death, nonrenewal, and/or transfer and which the Board intends to fill.

Transfers as used in this section shall mean any change in building, location, grade level, subject, and/or course taught.

#### **8.1.2 Assignment Notice**

Prior to the end of each school year, each building principal or his/her designee will inform in writing each member in his/her building of his/her tentative grade level and/or subject and/or course(s) and/or tentative building assignments for the next school year.

#### **8.1.3 Vacancy Posting**

The Superintendent will post permanent teaching vacancies and new positions as they become available.

(A) A copy shall be sent to the President of the Association at his/her district email account.

(B) A copy shall be emailed to the district email of each bargaining unit member. The position will not be filled for a period of seven (7) days. The vacancy shall also be posted on the district web site. The posting shall include the following information:

- (1) Date of posting,
- (2) Subjects(s) or grade level,
- (3) Qualifications necessary, based on the qualifications set forth in the job description and on any additional specialized training needs;
- (4) Building location, and
- (5) Deadline for application.

#### **8.1.4 Summer Vacancies**

Any member who wishes to be considered for transfer to vacancies which occur during the summer must submit a letter of interest to the Superintendent by the end of the previous school year. The letter of interest must contain any and all vacancies for which the member would like to be considered. This letter of intent shall be deemed to be an application for said vacancies. The administration shall not be

required to post any vacancy which becomes available after August 1 through the last day prior to the first teacher work day of the school year.

#### 8.1.5 **Application for Vacancies**

Any bargaining unit member who wishes to be considered for any vacancy must apply in writing to the Superintendent's office before the application deadline expires.

#### 8.1.6 **Filling the Position**

Transfers\* shall be awarded in accordance with the following procedures:

- (A) An interview of internal and external applicants shall be done by the appropriate team of district employees as set forth below:
  - (1) The interviewing team should be comprised of no fewer than five (5) members.
  - (2) The team will include the building principal, assistant superintendent or designee, and at least three teacher members from the grade level, teacher team, or department.
  - (3) When a grade level, teacher team, or department has fewer than three (3) members to serve on the interviewing team, the Building Leadership Team shall appoint the teacher members.
- (B) The team shall determine if the applicants meet the qualifications necessary and possess other professional qualities necessary as determined by the team. Once that determination has been made, all qualified applicants shall be interviewed by the interview team.
- (C) The team shall recommend to the Superintendent the most qualified applicant.
- (D) When an internal applicant is not recommended by the team, the principal shall present to the member the written reasons for the denial of the transfer as drafted by the team.

\* Transfers into Title 1 positions will be done in accordance with these procedures if the program needs of the district can be met and if the program can remain solvent.

Any transfer made pursuant to this section shall be based on a one (1) year trial period beginning with the date of the transfer. The interviewing team shall determine if the placement has been satisfactory. If the placement is found to be unsatisfactory, the member shall be transferred to another position in the bargaining unit. If no such position is available to complete this transfer, the member shall remain in the current position until another position becomes available. Any member transferred through

this provision shall be evaluated through the utilization of the Board approved or State mandated evaluation procedure.

The provisions of this section may be waived by the Superintendent once per year to secure a varsity head coach. The filling of all vacant positions may be held in abeyance for no more than thirty-five (35) days from the date of the posting of the varsity head coach position. Any position(s) not filled by the varsity head coach shall then be filled in accordance with the provisions of this section of the contract.

#### 8.1.7 **Mid-Year Vacancies**

A vacancy occurring during a semester after the last day prior to the first teacher work day of the school year shall be filled on a temporary basis.

Such position shall be posted at the end of the current school year for permanent placement for the next school year.

#### 8.1.8 **Non-Student Related Supplemental Contracts**

Non-student related supplemental contracts shall be filled as follows:

##### High School Department Head

The positions of all Heads must be posted at least every five (5) years.

The positions of two (2) Heads will be posted each year, so that the RHS Building Leadership Team always has some experienced members.

The Head will be chosen through the interviewing of all interested and qualified candidates. Interviewers will include:

- (1) all interested members of the department who are not candidates;
- (2) an experienced member of the Building Leadership Team;
- (3) the high school principal;
- (4) the high school assistant principal; and
- (5) the superintendent's designee.

The choice of candidate will be made by consensus when possible.

#### 8.1.9 **Involuntary Transfer**

In regard to involuntary transfers the parties recognize that the Superintendent, pursuant to 3319.01 of the Ohio Revised Code, is delegated with the sole authority to assign and transfer members. Nothing herein shall diminish the Superintendent's authority to transfer and assign members. However, no transfers will be arbitrary or capricious.

The reason(s) for a transfer shall be discussed at a conference and, if the member requests, shall be provided to the member in writing.

## 8. 2 **Evaluation**

Evaluations for all teachers as defined by Ohio Revised Code section 3319.111 shall be completed in accordance with the Board adopted OTES policy and any memorandum of understanding supplementing that policy. Evaluations for all school counselors as defined by Ohio Revised Code section 3319.113 shall be completed in accordance with the Board adopted OSCES policy and any memorandum of understanding supplementing that policy. Evaluations for all non-instructional teachers shall be done in accordance with the current procedures, except that the frequency and number of evaluations shall be the same as those listed in Ohio Revised Code section 3319.111 and 3319.112. Any complaints of non-compliance with any of the evaluation procedures shall be subject solely to the grievance procedure, and to the extent permissible, this section shall supersede any evaluation requirements of Ohio Revised Code section 3319.11.

## 8. 3 **Local Professional Development Committee**

8.3.1 There shall be one (1) LPDC which shall function on a district-wide basis.

8.3.2 There shall be eight (8) members of the LPDC; five (5) teachers (one from each school building) and three (3) administrators. The Association shall choose and appoint the teacher members pursuant to Section 3319.22 (C) (3) of the Ohio Revised Code, and the Superintendent shall choose and appoint the administration members.

8.3.3 The LPDC shall elect its officers from among the members of the LPDC.

8.3.4 Meetings of the LPDC shall not be held during times scheduled for teacher-student contact.

8.3.5 Committee members shall serve a two (2) year term except during the first two years of its existence. During the initial term, two (2) teacher representatives as designated by the Association shall serve a three (3) year term and two (2) teacher representatives as designated by the Association shall serve a two (2) year term. Two (2) administrative members as designated by the Superintendent shall serve a two (2) year term and one (1) administrative member as designated by the Superintendent shall serve a three (3) year term.

8.3.6 The responsibilities of the LPDC shall be as set forth in Section 3319.22(C) (1) of the Ohio Revised Code and as may be set forth by the State Board of Education and approved by the Ohio General Assembly.

8.3.7 Any amendments or changes to the LPDC standards and by-laws shall be approved pursuant to the procedures set forth below.

(A) The Labor Management Committee (LMC) as set forth in Article VI of the Collective Bargaining Agreement between the parties has reviewed said

standards and by-laws and have recommended them to the Association and the Board.

(B) Members of the Association have voted to accept the standards and by-laws.

(C) The Board has voted to accept the standards and by-laws.

8.3.8 The LPDC shall work by consensus, if possible.

8.3.9 At the beginning of each school year, LPDC work on certificate/licensure renewal shall not begin until all LPDC positions are filled.

8.3.10 The rate of pay for the Association members on the LPDC shall be paid at an hourly rate equal to BA step 0 divided by 184 divided by 7.5 times the hours worked.

#### 8. 4 **Parental Complaints**

To the extent possible persons having complaints against members should attempt to resolve those concerns with the member first. In the event that a complaint cannot be resolved at that level, the following procedures shall apply:

8.4.1 Any parent making a complaint against a member shall be required to be as specific as possible in articulating the perceived problem;

8.4.2 All parental complaints shall be initially evaluated for the nature and seriousness of the complaint;

8.4.3 Any complaint considered to be one requiring administrative/member attention shall be referred to the appropriate administrator;

8.4.4 The administrator shall discuss the complaint in a private and confidential manner with the member.

8.4.5 The member may be given an opportunity to attempt to resolve any problem directly with the parent. The member shall report the result of the parental contact to the appropriate administrator.

8.4.6 Any complaint which may be serious enough to result in disciplinary action, or to be noted as a deficiency on the member's evaluation or could result in action on the member's contract in the teacher evaluation system will be brought to the member's attention by the administrator who acted on the complaint pursuant to this section as soon as the complaint is received and investigated.

## 8.5 Personnel Records

### 8.5.1 File Location

A personnel file for each member of the bargaining unit shall be maintained in the Superintendent's office. Items may be placed in personnel files by any district administrator and/or his/her designee.

### 8.5.2 Review of File

If a member of the bargaining unit wishes to review the file maintained by the Board on him/her, he/she shall make a request to the Superintendent. The member may, in the presence of the Superintendent or his/her designee, review his/her file and may be accompanied by an Association Representative. The review must be permitted within a reasonable time after the request, not to exceed two (2) days. The member shall be notified of any request to review his/her personnel file by anyone outside of the employment of the Board of Education within twenty four (24) hours of the file being reviewed by the individual.

### 8.5.3 Contents of File

Routine materials include items like transcripts of college work, copies of certificate/license, copies of individual contracts and salary notices, documents pertaining to leaves or breaks in service, necessary employment documentation, teacher commendations, etc. Materials considered routine do not require the notations listed below.

Non-routine materials placed in the personnel file(s) of members shall include the following:

- (A) the date the item was placed in the file(s); and
- (B) the initials of the administrator placing the information in the file(s).

A copy of such entry (ies) will be given to the member indicating that a copy is being placed in his/her file(s). If the employee requests or the employer chooses and on all observations and evaluations, the entry shall contain the following which shall be the concluding statement of the entry:

\_\_\_\_\_ My signature indicates only that I have seen this document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



When the employer chooses and on all observations and evaluations, the member in whose file(s) the entry is being placed shall be given the opportunity to initial same; but, if he/she fails to do so, the copy may be placed in the file(s) by the administrator.

A member shall have the right to attach his/her response to any material that is placed in his/her file(s).

The personnel file(s) of a member shall not contain any copies of lawsuits and/or settlements which may have been brought against him/her unless it is related to the suspension, non-renewal, and/or termination of the member's contract.

#### 8.5.4 **Removal of Materials from File**

Information in the personnel file(s) may be removed upon mutual agreement of the member and the Superintendent unless removal is prohibited by state or federal law.

#### 8.5.5 **Anonymous Letters**

Anonymous letters or materials shall not be placed in any member's file(s) nor shall they be made a matter of record.

#### 8.5.6 **Copies of Materials**

Each member will be entitled to a copy of any material in his/her file(s) upon the payment of a reasonable copying charge.

### 8. 6 **Reduction in Force**

If in the sole judgment of the Board it determines to make a reduction in force for any reason including, but not limited to, those reasons set forth in Section 3319.17 of the Ohio Revised Code, then the following procedure shall be utilized when making that reduction:

#### 8.6.1 **Through Attrition**

Reduction shall be made through attrition to the extent possible.

#### 8.6.2 **Further Reductions**

If further reductions are necessary, limited contract members shall have their contracts suspended within the certification area to be affected by the layoff, provided, however, the members on the list have in the past four (4) years taught for one hundred twenty (120) days under that certification as part of their contractual duties or have in the past four (4) years successfully completed with a grade of "B" or better six semester hours of graduate credit in that area of certification. The Board shall not give preference to seniority except between members with comparable evaluations.

If further reductions are necessary, continuing contract members shall have their contracts suspended within the certification area to be affected by the layoff, provided, however, the members on the list have in the past four (4) years taught for one hundred twenty (120) days under that certification as part of their contractual duties or have in the past four (4) years successfully completed with a grade of "B" or better six semester hours of graduate credit in that area of certification. The Board shall not give preference to seniority except between members with comparable evaluations.

(A) **Notice of Intent**

When staff reduction is necessary, the Superintendent shall give written notice of the intent to recommend the suspension of contracts to the Association and the members so affected twenty-one (21) days prior to the Board action. Such list shall be in accordance with seniority status as defined in Article 2, Section 2.4 and shall include areas of licensure.

(B) **Recall Procedure**

Laid off members will be placed on a recall list for two (2) years, effective the end of the contract year last employed. If a position for which the member is certificated opens and the member on the list has as a part of his/her formal contractual duties in the last four (4) years taught for one hundred twenty (120) days under that certification or has in the past four (4) years successfully completed with a grade of "B" or better six semester hours of graduate credit in that area of certification, that position will be offered to the eligible member on the list before said position is offered to a person from outside the district. Seniority shall not be the basis of recall except between members with comparable evaluations.

(C) **Notification of Recall**

The member shall be notified of the job offer by the Board or its designee. The notification shall be in writing, sent by certified mail to the last address provided by the member. The member shall have five (5) calendar days from the attempted delivery of the notice to him/her to accept the position offered.

(D) **Failure to Respond**

Failure to accept the position offered or to respond affirmatively to the notice within five (5) days of the attempted delivery of said notice shall result in the member's removal from the recall list and shall terminate the Board's obligation to said member.

(E) **Insurance Coverage**

Members on layoff shall be permitted to remain on the Board's insurance plans, provided the member in advance of each month pays to the Treasurer one hundred percent (100%) of the cost of the premiums for said insurance.

(F) **Losing Insurance Coverage**

The Board shall assume no responsibility for any cancellations of insurance coverage, and its responsibility hereunder shall end if the member obtains other employment.

8. 7 **Rehiring Retirees**

Individuals who have retired and are receiving benefits through the State Teachers Retirement System (STRS) are subject to the conditions set forth in this section of the collective bargaining agreement and to all other provisions of the collective bargaining agreement not superseded by the following provisions:

8.7.1 **Board Authority**

The Ross Local School District Board of Education may elect to hire individuals who have retired and who are or will be receiving benefits through the State Teachers Retirement System (STRS). There shall be no expectation that any such teacher will be offered employment. The Board reserves the right to offer or not to offer such employment selectively, based on the needs of the Board, and no reasons will be given for declining to offer such employment to anyone.

8.7.2 **Salary Placement**

A rehire shall be placed on the salary schedule per the agreement between the rehire and the Board of Education. The REA President will be notified of the placement on the salary schedule of each rehired retiree. A rehired retiree may advance up to but not beyond Step 10 on the salary schedule.

8.7.3 **Insurance Coverage**

The employee may elect to participate in the Board insurance plans .

8.7.4 **Contract Status and Non-Renewal Procedures**

Rehired retirees employed pursuant to this section of the collective bargaining agreement shall receive one-year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service, degrees, or certificate(s)/license(s) held.

Each one-year limited contract shall automatically expire upon completion of the year, and it is not necessary for the Board to take formal action to not reemploy the

individual pursuant to O.R.C. 3319.11 in order to terminate the employment relationship.

8.7.5 **Retirement Benefits**

Rehired retirees are not entitled to any severance benefits or any retirement incentive benefits.

8.7.6 **Sick Leave Benefits**

Rehired retirees are eligible for sick leave accumulation. A rehired retiree may transfer one-half (1/2) of his/her sick leave accumulation after retirement.

8.7.7 **Status During Reductions-in-Force and Non-Renewals**

If the Board reduces staff in accordance with the Reduction-in-Force procedure in the collective bargaining agreement or non-renews members, the rehired retiree shall be reduced in force first in his/her areas certification or licensure, shall be the first to have his/her contract suspended or non-renewed, shall be the last person subsequently rehired, and shall have no displacement rights.

8.7.8 **Position in Bargaining Unit**

Subject to these provisions, rehired retirees shall be part of the bargaining unit.

8.7.9 **Relation of Provisions to Ohio Law and the Collective Bargaining Agreement**

Pursuant to the authority provided in Ohio law and to the extent that issues addressed in this section are contrary to or in conflict with Ohio law and the collective bargaining agreement, the issues addressed in this section shall supersede and replace applicable provisions of the statutory law of Ohio and this collective bargaining agreement, including but not limited to, Ohio Revised Code section 3319.11.

8. 8 **Termination, Non-Renewal and Other Disciplinary Procedures**

8.8.1 **Right to Representation**

A member shall have the right to an Association representative of his/her choice in a disciplinary related employment matter.

8.8.2 **Termination**

The contract of a member may be terminated under the procedures of Ohio Revised Code Section 3319.16.

### 8.8.3 **Non-renewal**

Prior to the completion of four (4) full years of service with the school district, any member employed under a limited contract not eligible to be considered for continuing contract is, at the expiration of such limited contract, deemed reemployed under the provisions of this section at the same salary plus any increment provided by the salary schedule unless the Board, acting on the Superintendent's recommendation as to whether or not the member should be reemployed, gives such member written notice of its intention not to reemploy the member on or before the 1<sup>st</sup> day of June. The written notice shall be deemed to have been delivered by the Board and received by the member on the date that delivery is made to the current residence of the member as shown in the payroll records of the Board.

#### (A) **Notification**

A member whose contract is not being considered for renewal shall be notified in writing on or prior to June 1<sup>st</sup> as set forth in the statute. The notification shall include the following information:

- (1) Full specification of the grounds for non-renewal, and
- (2) The right to undertake with his/her representative a complete review of his/her personnel file which shall be in the office of the Superintendent.

#### (B) **Discussion of Reasons**

The Superintendent shall meet with the member whose contract is not being considered for renewal and shall discuss the reasons for the non-renewal.

#### (C) **Executive Session with Board**

Prior to taking action on the non-renewal and at the request of the member, the Board will meet with the member in executive session to listen to and discuss any information, witnesses, and/or documentation that the member may wish to present.

#### (D) **Leave of Absences**

Notwithstanding the provisions of Section 8.7.3, Section 8.7.3(A), or Ohio law, a leave of absence during the final year of a limited contract shall not operate to extend a member's limited contract beyond its current term or to otherwise entitle a member to a continuing contract.

#### (E) **Appealing Procedure**

An appeal from a Board decision to non-renew a member's limited contract shall be in accordance with Section 3319.11 of the Ohio Revised Code. In addition, the Board's currently existing provisions and practices regarding evaluations of limited contract members who must be observed or evaluated pursuant to Ohio Revised Code Sections 3319.11 and 3319.111 shall be incorporated into this collective

bargaining agreement and shall supersede all observation and evaluation procedures and deadlines as provided or required by statute.

(F) **Supplemental Contracts, Tutors, Substitute Teachers**

Observations and evaluations shall not be required as a condition precedent to the non-renewal of supplemental contracts or the decision to non-renew or not rehire substitute teachers, tutors, and/or auxiliary funded members whose contracts, if any, shall expire automatically without notice at the end of the school year. If an incumbent to a supplemental contract is not rehired, he or she will be notified in writing prior to hiring a replacement.

8.8.4 **Just Cause**

After the completion of four (4) full years of service with the school district, a member shall not be non-renewed without just cause.

8.8.5 **Suspension of Member Contract for Disciplinary Reasons**

The Superintendent shall have the right to suspend a member without pay for the reasons set forth in Section 3319.16 of the Ohio Revised Code.

A written notice setting forth the allegations which, if substantiated, could result in suspension shall be provided to the member and to the Association President. Such notice shall include the time and place of a conference to discuss said allegations.

The conference shall be attended by the Superintendent, immediate supervisor, member, and his/her Association Representative(s).

The member shall be notified in writing of the action of the Superintendent.

The member may grieve the suspension.

8. 9 **Resident Educator Program**

The Board of Education shall implement the Resident Educator Program in accordance with the guidelines, rules and regulations issued by ODE. Mentor teachers shall meet the requirements set forth by the ODE. As needed, the Superintendent or his/her designee shall solicit interest from the staff to participate as a resident educator by sending the request to all bargaining unit members at their district email address. Building principal and the program coordinator shall select the resident educator mentors. All mentors must complete any and all required training necessary to serve as a mentor. During the first six weeks the resident educator may make a request to the Program Coordinator to work with another mentor. Mentors will not be part of the evaluation process for the resident educator.

For the first and second year, mentor teachers shall be compensated in the amount of \$800.00 for each resident educator assigned to the mentor teacher each year. If the mentor is required to continue his/her mentor duties in the third year, the mentor shall be paid \$800.00 for each

resident educator assigned to the mentor teacher. Release time up to the equivalent of two (2) days shall be given to the resident educator and mentor team for the completion of the required meetings, observations and consultation.

Resident Educator Facilitator will provide support during year three resident educators who are taking RESA during that year. Facilitators must complete any and all training required to act as a facilitator and shall perform his/her duties in accordance with the guidelines set forth by the Department of Education. The facilitator position shall be posted and filled by the Superintendent. Facilitators shall be compensated at \$300/per resident educator assigned to the facilitator.

## **ARTICLE IX - SALARY AND FRINGES**

### **9. 1 Insurances**

#### **9.1.1 Enrollment in Insurance Programs**

Effective during the period of this agreement the insurance benefits set forth in Section 9. 2 shall be available for all eligible members covered by the agreement who complete the required applications for such insurance and transmit such applications to the Treasurer of the Board. Appropriate information and application forms will be provided by the administration to all new staff members at the time of employment processing. A notification regarding the annual open enrollment period will be emailed to each member at his/her district email address prior to and during each annual open enrollment period of November 1st through November 30th. Coverage will not be available until the next open enrollment period. If a change in family status occurs during the year, the Treasurer may grant an exception to the requirements of this provision.

#### **9.1.2 Hospitalization and Major Medical**

The Board shall provide each member with the current health and major medical insurance coverage or its equivalent. The Board shall pay eighty six percent (86%) of the premiums. The member shall pay the balance of the premium for family and single health plans.

#### **9.1.3 Health Insurance Opt-out Incentive Plan**

The opt out is no longer available effective July 1, 2015 due to the Affordable Care Act. However, should the opt out be deemed legal during the term of this Agreement, the Board will reinstate the opt out retroactive, to the extent possible, to the beginning of the contract if the employee and/or spouse did not enroll in the Board's insurance plan.

9.1.4 **Dental Insurance**

The Board shall continue to provide the current dental insurance plan or its equivalent. Beginning January 1, 2014, members shall pay the same portion of the dental premium that they are paying for health insurance. If the spouse of a member of the bargaining unit is employed by the school district, the Board shall only be obligated to provide one (1) dental insurance plan in that situation.

9.1.5 **Life Insurance**

The Board shall provide term life insurance in an amount equal to two (2) times the member's annual base salary.

9.1.6 **IRS Section 125 Plan**

Subject to the requirements of the insurer, the Board shall provide to each member who elects during the September 1-10 enrollment period an IRS Section 125 plan to be used to exempt the member's portion of his/her medical insurance premium, dependent care costs, and medical expenses from federal and state tax.

9.1.7 When the Board conducts periodic insurance reviews, the information gathered shall be disseminated to the LMC.

9.1.8 **Vision Insurance**

The Board shall provide a vision insurance plan with the members paying five percent (5%) of the premiums.

9.1.9 The Board shall make available the BHP Employee Assistance Program.

9. 2 **Part-Time Teachers**

Teachers who work at least fifteen (15) hours per week but less than a regular contract day shall be eligible to receive all of the insurance related fringe benefits set forth herein, except the Board shall pay eighty six percent (86%) times the member's FTE times the cost of the premium or fifty percent (50%), whichever is greater, for said benefits with the members paying the remaining cost for said benefits.

Further, in order for a teacher to be eligible for a year's credit on the teachers' salary schedule, the teacher must teach at least one hundred twenty (120) days in the school year.

9. 3 **Payroll Practices**

Salaries shall be paid in twenty-six (26) equal installments every other Friday.

In addition to all deductions required by law and this contract the following deductions will also be withheld:



- (A) Credit Union (24 or 26 deductions);
- (B) Income protection insurance (24 or 26 deductions);
- (C) Tax-sheltered annuities (24 or 26 deductions, with the employee being able to change or add, subject to the conditions for adding a new company, twice a year in March and September);
- (D) FCPE contributions (when requested, but deducted at the same time as Association dues);
- (E) United Way (dependent on United Way throughout the balance of the payment year);
- (F) REA Scholarship (when requested in writing and continuing until requested to stop in writing);
- (G) Section 125 Deductions (24 deductions, beginning with the first paycheck in October).

In years when twenty-seven (27) paychecks will occur, in order to maintain a twenty-six (26) paycheck schedule, the first paycheck in September shall be the Wednesday after what would normally have been the pay date. The second pay date shall be on the third Friday following the Wednesday payment. All remaining paychecks shall be issued every other Friday thereafter. The Office of the Treasurer shall notify members on the first teacher workday of the aforementioned year.

All members shall be paid through direct deposit of their paycheck. If the Treasurer's office makes an error on the member's paycheck in favor of the member, the member shall receive written notice that an error has been made and the error will be corrected on the next paycheck. If the Treasurer's office makes an error on the member's paycheck in the Board's favor, the member may opt for an immediate correction which will occur within five (5) work days.

#### 9. 4 **Salary**

The Board agrees to pay the members in accordance with the attached salary schedules (See Appendices A). The increases contained in the salary schedule are retroactive to the beginning of this contract

If an employee is overpaid and the Board is required to recover the overpayment from the member, the Board of Education will recoup the overpaid sums by deducting the overpaid amounts out of the member's paycheck over the same time period of the overpayment, except that the repayment period shall not exceed one year, unless mutually agreed to by the parties. If an employee leaves the employment of the Board prior to the monies being repaid, the Board may withhold the remaining amounts from any wages due to the member.

## 9. 5 **Severance Pay**

The Ross Board of Education shall grant severance pay to teachers resigning their employment for the purpose of retirement in accordance with the following conditions and procedure:

### 9.5.1 **Eligibility**

A member's eligibility for severance pay shall be determined as of the final date of his/her employment with the district; and, in order to receive severance pay, the member must retire and be eligible for service or disability retirement through STRS as of the last date of employment.

### 9.5.2 **Proof of Retirement**

The member must, within one hundred twenty (120) days of his/her last day of employment, provide the Treasurer of the Board with proof that he/she has retired and received and cashed his/her first retirement check from the State Teacher's Retirement System.

### 9.5.3 **10 Years of Service**

The member requesting severance pay must have at least ten (10) years of service as an employee with the Ross Board of Education in order to be eligible for severance pay.

### 9.5.4 **Calculation Formula**

Severance pay shall be calculated by multiplying the following percentage times the member's per diem rate of pay at the time of retirement:

Twenty-six and one-half percent (26.6%) to a maximum of fifty-eight (58) days thereafter.

The per diem rate shall not include salary earned on a supplemental or extended service contract.

Any teacher with ten (10) years or more service in the district who dies while actively employed by the district and who was eligible to retire through STRS at the time of his/her death shall, for the purposes of this section, be deemed to have retired the day prior to his/her death.

### 9.5.5 **Elimination of Sick Leave Credit**

The receipt of severance pay by the member shall eliminate all sick leave credit accrued by the teacher.

## 9. 6 Supplemental Salaries

9.6.1 The Board agrees to the supplemental salary positions and compensation on the attached schedules as set forth in the appendices (See Appendices B).

9.6.2 All employees shall be paid as follows:

- (A) Persons holding year-long contracts or fall season contracts shall be paid throughout the payment year;
- (B) Persons holding winter season contracts shall be paid beginning with the second paycheck in October and throughout the balance of the payment year; and
- (C) Persons holding spring season contracts shall be paid beginning with the first paycheck in February and throughout the balance of the payment year.

The final payment for all supplemental contracts shall not be made until all duties as verified by the building principal have been completed.

Each payment for any supplemental contracts an employee holds shall be added onto an employee's regular paycheck.

9.6.3 A Supplemental Review Panel shall function as follows:

(A) The parties recognize that it is the sole discretion of the Board to fill positions within the school district. The following procedures are designed to provide the opportunity for consideration and review of supplemental positions by the parties.

(B) The Review Panel will consist of:

- (1) Three (3) representatives appointed by the Superintendent;
- (2) Three (3) teachers appointed by the Association.

(C) The Review Panel shall

- (1) Select a chairperson and a recorder;
- (2) Receive between February 1 and March 15 all requests submitted to an administrator for:
  - adding positions;
  - deleting positions;
  - adjusting position placements;

- amending job descriptions;

The submitting administrator shall prioritize his/her recommendations to the Review Panel and may indicate that he/she is not recommending any given request.

- (3) Reserve the right to gather additional input;
- (4) Screen requests and submit to the Superintendent and the Association President for approval by the Board and the Association those requests which a consensus of the Review Panel feels has merit;
- (5) In all cases where a new position is being proposed, recommend a pay level for that position;
- (6) Require the person making the request to provide a new proposed job description in cases where a new position is being requested;
- (7) Complete its work by April 15 for recommendations for the following year;
- (8) Give results of the request to the concerned parties within thirty (30) days of the Review Panel's recommendation submitted to the Superintendent and the Association President.

## 9. 7 **Tuition Reimbursement**

- 9.7.1 The Board shall annually set aside as a Tuition Reimbursement Pool the equivalent of one-hundred percent (100%) of the Bachelor's Degree, Step 0 years' experience on the teacher's salary schedule.
- 9.7.2 Members eligible to apply for reimbursement from the Pool shall be those members who are working toward their first Master's Degree.
- 9.7.3 Eligible members may apply for reimbursements from the Reimbursement Pool for courses that have been completed between September 16 through September 15 of the previous year. For a course to be eligible for reimbursements, members must earn a "B" or better in the course or must pass the course if the course is only offered on a pass/fail basis.
- 9.7.4 By September 15 of each year eligible members shall submit to the District Treasurer a transcript, or grade card if a transcript is not available, and receipts showing evidence of payment of tuition for eligible courses.
- 9.7.5 Disbursements from the Reimbursement Pool shall be pro-rated based upon the relationship between the number of semester hours or their equivalent for which each member requests reimbursement and the total aggregate number of semester hours or their equivalent for which all eligible members request reimbursement. In no case

shall disbursements to a member exceed fifty percent (50%) of a member's tuition cost.

9.7.6 Disbursements shall be made concurrent with the last paycheck in October.

9.7.7 No reimbursement shall be made to a member who enrolls in courses where full tuition is paid by scholarship, fellowship, federal grant, or other source that offsets the cost of tuition to the member. Student teaching fee certificates do not exclude a member from receiving this benefit.

9.7.8 The Superintendent may, at his/her discretion, pay one-hundred percent (100%) of the tuition cost a member would incur if the member, at the Superintendent's request, returns to school to become certified or licensed in a different certification or licensure area. This money shall not be disbursed from the Tuition Reimbursement Pool.

## **ARTICLE X - LEAVES**

### **10. 1 Assault Leave**

#### **10.1.1 Right to Assault Leave**

Pursuant to 3319.142 of the Ohio Revised Code (ORC), a member who is physically disabled as a result of a physical assault on him/her while the member is performing duties required by his or her contract with the Board and which occurs on school premises or during a school-sponsored function and is not caused by another member of the district shall be entitled to assault leave. This leave will not be available to any member who, without cause, deliberately provoked the assault which was the basis for the request. The member assaulted shall report the incident to the building administrator as soon as possible and the building administrator shall immediately forward the incident report to the Superintendent.

#### **10.1.2 Maximum Amount of Leave**

When such assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to any other leaves. Such leave shall be granted up to a maximum of thirty (30) days per member each school year. In no event shall a member receive more than his/her daily rate of pay from all sources which he/she may be eligible to receive, including worker's compensation, sick leave, and assault leave.

#### **10.1.3 Medical Verification**

Medical verification shall be furnished to the Superintendent or his/her designee for all such assault leave requests. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for three (3) school days per occurrence. In such event, the Board shall pay the full costs of the examination.

#### 10.1.4 **Criminal Action**

A member may, on his/her own, and shall, if requested by the Board, file criminal actions against the person and/or persons assaulting him/her.

#### 10.1.5 **Court Appearance**

If subpoenaed to testify in the prosecution of said person or persons, the member shall receive his/her regular pay during that time he/she is absent from school for his/her court appearance(s).

10.1.6 The Board shall reimburse members for the replacement of any clothing or other personal property damaged or destroyed as a result of an assault. The Board shall reimburse members for the cost of medical, dental, surgical or hospital services to the extent of its insurance coverage which are incurred as a result of any injury sustained in the course of their employment. The Board shall give full support to the teachers including legal and other assistance for court action brought by parents or citizens against the teacher while acting in the proper discharge of his/her duties. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the proper discharge of his/her duties.

### 10. 2 **Jury Duty**

Absence for jury duty is permissible. After absence for such duty, either reporting or actual service, the member shall return payment received for such services to the Board Treasurer and at the next regular pay period receive full payment of his/her regular salary from the Board for the day(s) of excused absence for this purpose. If a member reports for jury duty but is excused for all or part of the day, he or she shall call his/her building administrator to receive instructions on whether or not to report to duty for the remainder of that work day to assume his/her regular duties.

If a professional staff member is subpoenaed or summoned to appear in a school related case where he/she is a witness or representative on behalf of the school district, he or she shall return payment received for such services to the Board Treasurer and at the next regular pay period receive full payment of his/her regular salary from the Board for the day(s) of excused absence for this purpose.

### 10. 3 **Leave of Absence**

#### 10.3.1 **Right to Leave of Absence**

Upon request of a member, the Board may grant a leave of absence without pay for a period of not more than two (2) school years for educational or professional or other purposes and shall grant said leave where an illness or other disability is the reason for the request. Upon subsequent request such leave may be renewed by the Board.

### 10.3.2 **Request Requirements**

The request shall state the reason for the required leave, the date the leave is to begin, and the date the leave is to end.

### 10.3.3 **Medical Documentation**

If the reason for the leave request is illness or other disability, a member may be required by the Board to provide medical documentation verifying the need for the requested leave.

### 10.3.4 **Returning Assignment**

Persons returning from leaves of absence are subject to assignment by the Superintendent to a position within their areas of certification.

### 10.3.5 **Contract Ramifications**

The granting of a leave of absence shall not extend a limited contract past its term nor prevent the non-renewal of a member's limited contract.

### 10.3.6 **Notification to Return**

The member on leave shall advise the Superintendent in writing no later than April 1 of his/her intention to return to regular assignment the following school year. Should this written notification not be forwarded by this stated date, all obligations between the member and the Board shall be terminated as of April 2 of the year at issue. Members shall be notified of their tentative assignment for the next school year in the same manner as Article VIII, Section 8.1.2.

### 10.3.7 **Insurance**

Pursuant to this provision for the purpose of group term life, hospitalization, and dental insurance, the Board shall continue to carry on payroll records members who are on leave. The member on leave wishing to continue said coverage while on leave shall pay the full cost of said insurance through the leave term. Payment to the Treasurer shall be made thirty (30) days in advance of the premium due date.

## 10. 4 **Leave of Absence for Professional Improvement**

### 10.4.1 **Right to Leave of Absence for Professional Improvement**

A member who has completed five (5) years of service in the District may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence with partial pay for one (1) or two (2) semesters, subject to the following restrictions: Prior to such a grant of permission, the member shall present to the Superintendent for approval a plan for professional growth, and at the conclusion of the leave provide evidence that the plan was followed. At the end of the leave the

member may be required to return to the district for a period of at least one (1) year unless the member has completed twenty-five (25) years of teaching in this state.

#### 10.4.2 **Conditions for Refusal**

The Board may not grant such a leave unless there is available a satisfactory substitute nor grant such leaves to more than five percent (5%) of the professional staff at any time nor allow a salary in excess of the difference between the substitute's pay and the member's expected salary nor grant a leave longer than one (1) school year nor grant a leave to any member more often than once for each five (5) years of service nor grant a leave a second time to the same member when other members of the staff have filed a request for such a leave.

### 10.5 **Parental Leave**

#### 10.5.1 **Request for Leave**

A member who wishes to remain home with a newly-born infant or newly adopted child shall file a request for parental leave with the Superintendent thirty (30) days prior to initiating said leave.

#### 10.5.2 **Limitations**

The Board shall grant unpaid parental leave for a period of time not to exceed twelve (12) consecutive months except as modified hereafter, beginning with birth date or date of adoption. The member's return date shall be at the beginning of a semester, quarter, or trimester, provided said date amounts to twelve (12) months or less parental leave.

#### 10.5.3 **Contract Ramifications**

Parental leave shall not extend a member's contract past its terms or prevent the non-renewal of a member's limited contract.

#### 10.5.4 **Returning From Leave**

Members returning at the start of a school year shall notify the Superintendent of their intent to return or not return by April 1. Members returning from parental leave shall be placed in a position within their area of certification. If the position is not the same as that which the member held prior to the leave, the reason or reasons for the new placement shall be discussed at a conference and provided in writing if the member requests.



## 10. 6 **Personal Leave**

### 10.6.1 **Entitlement to Personal Leave**

Ross Local School District shall provide three (3) personal leave days for certificated teaching personnel. Personal leave may be used beyond regular sick leave and professional leave for purposes necessary to the welfare of professional personnel that cannot be accomplished outside regular school hours. It shall not be used in lieu of sick leave or to extend professional leave or vacation periods and may not be taken the day before or the day after holidays, winter break or spring break, or professional days, without the approval of the Superintendent.

### 10.6.2 **Personal Leave Form**

Requests for personal leave shall be submitted through the approved electronic system at least five (5) days prior to the time personal leave is desired. The building principal shall review the request and forward the request with a recommendation to the Superintendent or Designee where it is subject to his/her approval. Approval or non-approval of leave shall be reported to the member three (3) days prior to the date the leave is to begin. If a member submits his/her personal leave request less than five (5) days prior to the requested personal leave day, if it is submitted for personal leave use during the last five (5) days of the school year, or is the third (3<sup>rd</sup>) personal leave day, the member may be asked to clarify his/her request.

### 10.6.3 **Emergencies**

In the event of a genuine emergency making it impossible to request said leave five (5) school days in advance, the Superintendent may waive the notification requirement.

### 10.6.4 **Late for Work**

Hourly units of personal leave may be used when hazardous conditions or transportation failure causes a member to be late for work.

### 10.6.5 **Maximum Number per Day**

Except for emergency situations, a maximum of ten percent (10%) of the members in any one building may be on personal leave on the same school day.

### 10.6.6 **Transfers to Sick Leave**

Personal leave days not used by a member each year to a maximum of three (3) days shall be transferred to his/her accumulated sick leave to the maximum sick leave accumulation authorized by the district.

#### 10.6.7 **Fourth Day**

In an emergency situation, a fourth personal leave day may be granted to a member if the specific reason for the leave request is provided to the Superintendent in writing and approved by the Superintendent in his/her sole discretion.

#### 10.6.8 **Annual Review of Policy with Staff and Administration**

The Superintendent and the Association President shall jointly review on an annual basis the personal leave policy and procedures with the staff and administration.

### 10. 7 **Professional Meetings**

#### 10.7.1 **Requirements**

Members of the bargaining unit may apply to attend professional meetings. Written application shall be made to the appropriate administrator with a copy to the Superintendent. The Superintendent has the final judgment on approval of applications. Professional meetings being requested should meet the following criteria:

- (A) Be directly related to the duties assigned them as employees by the Board,
- (B) Be designed to improve the member's performance of his or her assigned duties, and
- (C) Be adjudged by the Superintendent or his/her designee to be in the best interest of the District.

#### 10.7.2 **Expenses**

Payment of allowable expenses of members attending such meetings and the cost of any necessary substitute may be made from the appropriate fund of the school district.

#### 10.7.3 **Full Salary**

Members of the bargaining unit who attend such meetings or conferences on the business of the Board shall be considered assigned to duty and shall receive full payment of salary.

#### 10.7.4 **Professional Leave Form**

Professional meeting form shall be completed.

## 10. 8 **Sick Leave**

### 10.8.1 **Annual Allowance**

Certificated members shall be granted sick leave on the following basis: One and one-quarter (1-1/4) days for each completed month of service to a maximum of fifteen (15) days per year.

### 10.8.2 **Sick Leave During the School Year**

At the beginning of each school year each member new to this district or who has no sick days accumulated at the start of the school year shall be credited with seven (7) days of sick leave allowance. Pursuant to Ohio Revised Code section 3319.141 , a member reemployed by the Board within ten (10) years of leaving the employ of this Board and who has been continuously employed by other Boards of Education in the State of Ohio or by state, county, or municipal governments in Ohio will receive credit for his/her accumulated and unused sick leave to the maximum number of days allowed by the school district under Section 10.8.3 of this provision.

### 10.8.3 **Accumulation of Sick Leave**

The maximum number of sick leave days accumulated shall be two hundred twenty (220) days.

### 10.8.4 **Approved Use of Sick Leave Days**

Sick leave may be used by members for those reasons and situations enumerated in 3319.141 of the Ohio Revised Code and subject to the provisions of 3319.141 of the Ohio Revised Code. For the purposes of this Section, immediate family shall be defined to include father, mother, sister, brother, son, daughter, spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, or any other person living in the member's house. A member may take sick leave to tend to a sick grandchild as long as the primary caregiver(s) is (are) not going about his/her (their) daily business.

### 10.8.5 **Sick Leave Form**

Members will complete the district approved form when requesting sick leave.

## 10. 9 **Staff Attendance Committee**

10.9.1 A committee of two Association members elected within each building and the principal shall jointly review, on a confidential basis, the attendance of members within the building.

10.9.2 The purpose of the committee shall be to assist members in a professional and confidential way.

- 10.9.3 The attendance committee shall meet in each building at least once a year prior to setting IMS goals. The building principal is free to use his/her discretion in setting the agenda for this meeting.
- 10.9.4 The building principal is free to use his/her discretion in setting additional meetings during the year.
- 10.9.5 The building principal is free to use his/her discretion in approaching staff.
- 10.9.6 The committee shall jointly decide how to address the attendance of those members identified by the committee for intervention. Flexibility and cooperation are keys to making this committee a useful instrument.
- 10.9.7 Activities of the committee shall be confidential.
- 10.9.8 Disciplinary actions arising from attendance problems are the responsibility of the administration. It is not a requirement to convene the committee prior to administering discipline.

10.10 **Sick Leave Bank**

The purpose of a sick leave bank is to lend additional days to a bargaining unit member who has a catastrophic experience with an injury, surgery, or illness to him/herself or his/her spouse or dependent child and has exhausted all personal leave days, accumulated sick leave, advancement of sick leave, and is not eligible for disability retirement under STRS. The sick leave bank is not to be used for normal pregnancy.

A sick leave bank to be utilized by bargaining unit members shall be established under the following guidelines:

1. Only bargaining unit members shall be permitted to donate accumulated sick leave to the sick leave bank.
2. Prior to October 1 of each school year, a bargaining unit member may activate his/her participation in the sick leave bank by contributing a maximum of one (1) day of his/her accumulated sick leave.
3. The sick leave bank shall not exceed a maximum of one more day than the number of bargaining unit members of the current school year.
4. If the number of available days in the sick leave bank falls below fifty (50), a request shall be made for additional days. A bargaining unit member may contribute a maximum of one additional day per school year.
5. The maximum number of days that a bargaining unit member can borrow for one (1) event is thirty (30) days per school year.

A Sick Leave Bank Committee shall be established following these guidelines:

1. The Association President shall appoint one member from each building in the district to comprise the Sick Leave Bank Committee. Additionally, one Association Officer – also appointed by the Association President - shall chair the committee. Committee members shall be appointed annually.
2. All decisions of the Sick Leave Bank Committee are final and not subject to grievance procedures.
3. The Sick Leave Bank Committee will establish the criteria under which sick leave will be distributed from the sick leave bank.

The following guidelines shall remain constant.

- a. All bargaining unit members requesting days from the sick leave bank must have donated a day to the bank.
- b. Each bargaining unit member must complete a Sick Leave Bank Form prior to receiving days from the Sick Leave Bank.
- c. Once a bargaining unit member has donated sick leave to the Sick Leave Bank, he/she has no claim to that (those) specific day(s).
- d. The Sick Leave Bank Committee shall meet as needed and provide updated reports to the district's treasurer.

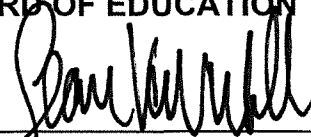
**ARTICLE XI - DURATION OF AGREEMENT**

This agreement shall become effective the 1st day of September, 2022, and shall terminate on the 31st day of August, 2023.

This agreement is entered into by and between the parties of the

**ROSS LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**ROSS EDUCATION ASSOCIATION**

By:  9/13/22  
Board President Date

By:  9/13/22  
President Date

## 2023-2024 SALARY SCHEDULES

Increments	BA	BA+150	MA	MA+15	MA+30
0	\$39,899.04	\$41,933.89	\$43,968.33	\$46,003.48	\$48,037.62
1	\$41,574.63	\$43,808.75	\$46,042.87	\$48,237.60	\$50,432.33
2	\$43,250.22	\$45,684.32	\$48,117.41	\$50,471.72	\$52,826.03
3	\$44,925.81	\$47,558.88	\$50,192.96	\$52,705.84	\$55,219.73
4	\$46,601.40	\$49,434.45	\$52,267.50	\$54,939.96	\$57,613.43
5	\$48,276.99	\$51,310.02	\$54,342.04	\$57,175.09	\$60,007.13
6	\$49,952.58	\$53,184.58	\$56,416.58	\$59,409.21	\$62,401.84
7	\$51,629.18	\$55,060.15	\$58,491.12	\$61,643.33	\$64,795.54
8	\$53,304.77	\$56,935.72	\$60,565.66	\$63,877.45	\$67,189.24
9	\$54,980.36	\$58,810.28	\$62,641.21	\$66,111.57	\$69,582.94
10	\$56,655.95	\$60,685.85	\$64,715.75	\$68,346.70	\$71,976.64
11	\$58,331.54	\$62,561.42	\$66,790.29	\$70,580.82	\$74,371.35
12	\$60,007.13	\$64,435.98	\$68,864.83	\$72,814.94	\$76,765.05
13	\$61,683.73	\$66,311.55	\$70,939.37	\$75,049.06	\$79,158.75
14	\$63,359.32	\$68,187.12	\$73,014.92	\$77,283.18	\$81,552.45
15	\$65,034.91	\$70,061.68	\$75,089.46	\$79,518.31	\$83,947.16
16	\$65,034.91	\$70,061.68	\$75,089.46	\$79,518.31	\$83,947.16
17	\$65,034.91	\$70,061.68	\$75,089.46	\$79,518.31	\$83,947.16
18	\$66,710.50	\$71,937.25	\$77,164.00	\$81,752.43	\$86,340.86

**Certified Supplemental & Non-Certified Pupil Activity Contract Salary Schedule**

\* Indicates a co-curricular supplemental contract for teachers who receive compensation for performing duties in addition to their regular teaching duties which have been assigned by the Board (O.R.C. (RC) 33109.08)

**2022-2023 Base Salary: \$39,899.04**

<b>Category 2</b>	<b>Position</b>	<b>% of Base</b>	<b>2022-2023</b>
		<b>18%</b>	<b>\$7,181.83</b>
2-MS	Athletic Director (Category 2 at 100% or divided into 7-F, 8-W, 9-S) 2-HS		
	Varsity Head Football		
2-HS	Varsity Head Boys Basketball		
2-HS	Varsity Head Girls Basketball		
2-HS	*Instrumental Music		
2-HS	*Vocal Music		

<b>Category 3</b>	<b>Position</b>	<b>% of Base</b>	<b>2022-2023</b>
		<b>14%</b>	<b>\$5,585.87</b>
3-HS	Varsity Assistant Boys Basketball		
3-HS	Varsity Assistant Girls Basketball		
3-HS	Varsity Wrestling		
3-MS	*RMS Instrumental Music/RHS Asst. Marching Band		
3-MS	*RMS Vocal Music/RHS Asst. Show Choir		
3-HS	RHS Theater & Musical Director		
3-HS	Strength & Conditioning Supervisor		

<b>Category 4</b>	<b>Position</b>	<b>% of Base</b>	<b>2022-2023</b>
		<b>12%</b>	<b>\$4787.88</b>
4-HS	JV Boys Basketball		
4-HS	JV Girls Basketball		
4-HS	Varsity Assistant Football		
4-HS	Varsity Assistant Football		
4-HS	Varsity Assistant Football		
4-HS	Varsity Assistant Football		
4-HS	Varsity Baseball		
4-HS	Varsity Softball		
4-HS	Varsity Boys Soccer		
4-HS	Varsity Girls Soccer		

4-HS	Varsity Boys Track
4-HS	Varsity Girls Track
4-HS	Varsity Girls Volleyball
4-HS	Strength & Conditioning Coach
4-HS	Strength & Conditioning Coach
4-HS	Varsity Boys Golf
4-HS	Varsity Girls Golf
4-HS	Varsity Girls Tennis
4-HS	Varsity Boys Tennis
4-HS	Varsity Swimming and Diving (B/G)
4-HS	Varsity Cross Country (B/G)
4-HS	Varsity Bowling (B/G)

<b>Category 5</b>	<b>Position</b>	<b>% of Base</b>	<b>2022-2023</b>
		<b>10%</b>	<b>\$3,989.90</b>

5-HS	Freshman Boys Basketball
5-HS	Freshman Girls Basketball
5-HS	JV Football
5-HS	JV Football
5-HS	JV Wrestling
5-HS	JV Wrestling
5-HS	Varsity Cheerleading (50% Fall & 50%Winter)
5-HS	Assistant Boys Soccer
5-HS	Assistant Girls Soccer
5-HS	Varsity Assistant Baseball
5-HS	Varsity Assistant Softball

<b>Category 6</b>	<b>Position</b>	<b>% of Base</b>	<b>2022-2023</b>
		<b>9%</b>	<b>\$3,590.91</b>

6-MS	8th Boys Basketball
6-MS	8th Girls Basketball
6-MS	8th Head Football
6-MS	Middle School Wrestling (7/8)
6-MS	7th Boys Basketball
6-MS	7th Girls Basketball
6-MS	7th Head Football
6-MS	RMS Robotics Coordinator
6-HS	Varsity Assistant Track
6-HS	Varsity Assistant Track
6-HS	Freshman Football
6-HS	Freshman Football
6-HS	RHS Color Guard



6-HS	JV Baseball
6-HS	JV Softball
6-HS	JV Boys Soccer
6-HS	JV Girls Soccer
6-HS	JV Volleyball
6-HS	JV Cheerleading (Fall & Winter)
6-HS	Freshman Cheerleading (Fall & Winter)
6-HS	Volunteer Advisory Board 6-HS Yearbook
6-HS	RHS Robotics Coordinator

<b>Category 7</b>	<b>Position</b>	<b>% of Base</b>	<b>2022-2023</b>
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7%

\$2,792.93

7-MS	8th Assistant Football
7-MS	8th Girls Volleyball
7-MS	8th Cheerleading (Fall & Winter)
7-MS	7th Cheerleading (Fall & Winter)
7-MS	Middle School Cross Country (7/8)
7-MS	Middle School Boys Track (7/8)
7-MS	Middle School Girls Track (7/8)
7-MS	Middle School Assistant Wrestling (7/8)
7-MS	7th Assistant Football
7-MS	7th Girls Volleyball
7-MS	Freshman Baseball
7-HS	Freshman/Assistant Softball
7-HS	Freshman Volleyball
7-HS	Department Head/Business & World Languages
7-HS	Department Head/English
7-HS	Department Head/Arts & Wellness
7-HS	Department Head/Mathematics
7-HS	Department Head/Student Services
7-HS	Department Head/Science
7-HS	Department Head/Social Science
7-HS	Department Head/Special Services
7-HS	Department Head/At Large
7-HS	Newspaper
7-HS	Varsity Assistant Swimming & Diving
7-HS	Freshman/2nd JV Soccer

<b>Category 8</b>	<b>Position</b>	<b>% of Base</b>	<b>2022-2023</b>
		<b>6%</b>	<b>\$2393.94</b>
8-MS	Middle School Assistant Track (7/8)		
8-MS	Middle School Assistant Track (7/8)		
8-MS	Middle School Assistant Cross Country (7/8)		
8-MS	Good Morning RMS		
8-MS	RMS Newspaper		
8-IS	RIS Newspaper		
8-MS	FCCLA Advisor		
8-MS	RMS Color Guard		
8-HS	Varsity Academic Team		
8-HS	JV Academic Team		
8-HS	Varsity Assistant Cross Country		
8-HS	RHS Student Government		
8-MS	RMS Student Government		
8-MS	Yearbook		
8-HS	Marching Band Percussion Specialist		

<b>Category 9</b>	<b>Position</b>	<b>% of Base</b>	<b>2022-2023</b>
		<b>5%</b>	<b>\$1,994.95</b>
9-HS	12th Grade Sponsor		
9-HS	12th Grade Sponsor		
9-HS	11th Grade Sponsor		
9-HS	11th Grade Sponsor		
9-HS	JV Boys Golf		
9-HS	JV Girls Golf		
9-HS	JV Girls Tennis		
9-HS	JV Boys Tennis		
9-HS	JV Bowling		
9-HS	Assistant Swimming & Diving		
9-HS	Jazz Band		

<b>Category 10</b>	<b>Position</b>	<b>% of Base</b>	<b>2022-2023</b>
		<b>3%</b>	<b>\$1,196.97</b>
10-MS	NJHS Advisor		
10-MS	Power of the Pen Advisor		
10-MS	Science Olympiad		
10-MS	8th Grade Washington DC Trip Coordinator		
10-HS	10th Grade Sponsor		
10-HS	10th Grade Sponsor		
10-HS	9th Grade Sponsor		
10-HS	9th Grade Sponsor		
10-HS	NHS Advisor		

10-HS	Science Club
10-HS	History Club
10-HS	Mock Trial Coordinator
10-HS	Mock Trial Coordinator
10-HS	Pep Band
10-ELEM	Student Government Advisor
10-ELEM	Student Government Advisor
10-HS	RHS Hope Squad Advisor
10-MS	RMS Hope Squad Advisor
10-IS	RIS Student Government
10-IS	*Vocal Music RIS
10-ELEM	*Vocal Music Elda
10-ELEM	*Vocal Music Morgan

**Category 11 District Approved Stipends & Other**

**2022-2023**

2022-23 Tutor Rate	\$28.91
Athletic Event Managers	\$15.38 or \$20.20/Hr.
ELEM/IS/MS BLT Members	\$800
HS PAC Event Manager	\$20/Hr.
Pit Orchestra Director	\$1000
Vocal Director for Musical	\$1000
Gifted Building Support (Grades 3-6)	Tutor Rate up to \$1000
Gifted Building Support (Grades 7-12)	Tutor Rate up to \$1500
Musical Choreographer	\$800
Show Choir Accompanist	\$10,000
Sound & Light Tech (Fall/Spring)	\$500
Accompanist (Spring)	\$500
Show Choir Supplement	\$1,600
Fine Arts Facilitator	\$3,000
RESA Mentors	\$800/per mentee
MA/WR/GIFT Council	\$300
Curriculum Support Committee	\$3000
Technology Support Committee	\$3000

+ Any bargaining unit member who agrees to act as a facilitator for an online course shall be paid the sum of Two Thousand Dollars (\$2,000) for each section to which the teacher is assigned. This amount represents payment for all work associated with the duties, including, but not limited to, any training required to serve as the facilitator.

FOR ADMINISTRATIVE USE ONLY  
DOCUMENT PROBLEMS DISCUSSED THAT ARE CONSISTENT WITH  
ARTICLE IV OF THE NEGOTIATED AGREEMENT

PROBLEM SOLVING FORM  
ROSS LOCAL SCHOOLS

\_\_\_\_\_ Date of Problem

\_\_\_\_\_ Filing Date

Member filing grievance \_\_\_\_\_

Agreement number code that addresses grievance \_\_\_\_\_

Concise statement of the grievance with references to the specific provisions of the memorandum, policy, rule, or regulation allegedly violated, misinterpreted, and/or misapplied.

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

PRINCIPAL'S RESPONSE OR ACTION

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

Hearing requested before the building principal:     Yes     No

cc: Member filing

cc: Superintendent

Signed \_\_\_\_\_  
Building Principal

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

**GRIEVANCE REPORT FORM**  
**ROSS LOCAL SCHOOLS**

Building \_\_\_\_\_

Administrator \_\_\_\_\_

Date submitted \_\_\_\_\_

**LEVEL ONE**

Date of event or condition precipitating grievance \_\_\_\_\_

Statement of grievance: \_\_\_\_\_

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

Relief sought: \_\_\_\_\_

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

Signature(s) of grievant(s) \_\_\_\_\_

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

- cc: Administrator
- cc: Association
- cc: Grievant(s)
- cc: Superintendent

**GRIEVANCE REPORT FORM**  
**ROSS LOCAL SCHOOLS**

Page 2  
Level One

Disposition of Administrator: \_\_\_\_\_

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Signature of Administrator: \_\_\_\_\_

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

Position of Grievant (s): \_\_\_\_\_

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Signature of Grievant(s): \_\_\_\_\_

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

**GRIEVANCE REPORT FORM**  
**ROSS LOCAL SCHOOLS**

Building \_\_\_\_\_

Administrator \_\_\_\_\_

Date submitted \_\_\_\_\_

**LEVEL TWO**

Date received by Superintendent \_\_\_\_\_

Disposition of Superintendent \_\_\_\_\_

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

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

Date \_\_\_\_\_

Position of Grievant: \_\_\_\_\_

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

Signature(s) of grievant(s) \_\_\_\_\_

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

- cc: Administration
  - cc: Association
  - cc: Grievant(s)
  - cc: Superintendent
- Attach copies of Level One

**GRIEVANCE REPORT FORM**  
**ROSS LOCAL SCHOOLS**

Building \_\_\_\_\_

Administrator \_\_\_\_\_

Date submitted \_\_\_\_\_

**LEVEL THREE**

Date submitted to Mediation \_\_\_\_\_

Date of Mediation \_\_\_\_\_

Position of Grievant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature(s) of grievant(s) \_\_\_\_\_

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

- cc: Administration
  - cc: Association
  - cc: Grievant(s)
  - cc: Superintendent
- Attach copies of Level One and Level Two



**GRIEVANCE REPORT FORM**  
**ROSS LOCAL SCHOOLS**

Building \_\_\_\_\_

Administrator \_\_\_\_\_

Date submitted \_\_\_\_\_

**LEVEL FOUR**

Date submitted to American Arbitration Association \_\_\_\_\_

Disposition and award of Arbitrator: \_\_\_\_\_

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

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

Date \_\_\_\_\_

- cc: Administration
  - cc: Association
  - cc: Grievant(s)
  - cc: Superintendent
- Attach copies of Level One, Level Two and Level Three

**FINANCIAL DOCUMENTS TO BE PROVIDED TO THE ASSOCIATION**

SM - 1

SM - 2, quarterly

June Treasurer's Report (listing ending fund balances)

Training and Experience Grid

Insurance Rates and Number of Contracts per Plan (Indemnity, PPO, etc.) and Option (Family, Single plus One, Single)

Other, as requested

## Appendix E

### APPENDIX E

For informational purposes only

#### UNSOLICITED INFORMATION

<u>Section</u>	<u>Item</u>	<u>Who Receives</u>	<u>Who Does</u>	<u>Deadline</u>
5. 4	Notice of Board Meeting	Association President	Superintendent	as defined in Sunshine Law
5. 5	Board Policy Sect. GA - GC	Association President	Superintendent	prior to Board action
5. 6	Board's Agenda	Association President	Superintendent	48 hours prior to meeting
5. 6	Board's Minutes	Association President	Treasurer	when available to public
5.11	Fair Share Fee Amount	Treasurer	Association President	on or about September 15
5.14	New Member Information	Association President	Superintendent	1 week prior to start of school
5.14	Personnel Directory	Association President	Superintendent	when published
5.17	Seniority List	Association President	Superintendent	October 1
6. 5	LMC Minutes	Certificated Staff	Association President	prior to next meeting
6. 5	LMC Minutes	Board	Superintendent	prior to next meeting
7. 1	Class Size Data	Association President	Superintendent	October 31
7.13	School Calendar	Association President/LMC	Superintendent	4 weeks prior to Board action
8.1.2	Assignment Notice	Members	Building Principal	end of school year
8.1.3	Vacancy Postings	Members/Assoc. Pres.	Personnel Director	when job becomes available
	REA Executive Committee	Superintendent	Association President	end of school year

## PROCEDURE FOR DETERMINING PART-TIME STATUS AND BENEFITS

1. These calculations for part-time status apply to teachers employed 5 days per week, part-time each day.
2. Exceptions to this formula are delineated below.
  - a. Teachers employed to teach one section of kindergarten = .50 FTE
  - b. Teachers employed to teach a full day for a limited number of days per week. Each full day equals a .20 FTE; two-full day's equals .40 FTE, etc.
  - c. The FTE for Title and Auxiliary Service Teachers will be determined by the FTE level the funding source can support.
3. The basis for the part-time calculation is differentiated by building level, with the variable being the number of periods (high school and middle school) taught per day or the number of minutes (elementary schools) taught per day. The basis for this differentiation is outlined below:

--High School: FTE equals the number of 45 minute blocks taught divided by 6.

$$\text{FTE} = x/6$$

--Middle School: FTE equals the number of full periods taught divided by 7

$$\text{FTE} = x/7$$

--Elementary School: FTE equals the number of minutes taught per day divided by 335.

$$\text{FTE} = x/335$$

4. The total workday for a part time teacher is calculated by multiplying the teacher's FTE by the total number of minutes in a typical work day (450).

$$\text{Total Workday} = \text{FTE} \times 450$$

5. The amount of time provided for lunch is prorated based on the calculated FTE multiplied times 30 minutes.

$$\text{Lunch} = \text{FTE} \times 30 \text{ minutes}$$

6. Planning time is determined by multiplying FTE by the average planning time for a 1.0 FTE teacher. This average may vary from building to building.

$$\text{Planning Time} = \text{FTE} \times \text{avg. planning time for 1.0 FTE teacher}$$

7. Before and after school time is determined by multiplying FTE by the average before and after time for a 1.0 FTE teacher. This average may vary from building to building.

$$\text{Before/After Time} = \text{FTE} \times \text{avg. before/after time for 1.0 FTE teacher}$$

8. Part-time teachers who work a different schedule each of the two semesters will receive a contract that blends the above formulas to yield an average FTE for the school year. They will be paid according to this average. If a teacher in this situation resigns part way through the school year, the office of the treasurer would make a salary adjustment to reconcile an over or underpayment that might have occurred as a result of the teacher's early departure.
9. Should contact time or the number of teaching periods in a building schedule be modified during the course of this agreement the Administration and the Association will discuss appropriate adjustments in the current numbers utilized to calculate the part-time FTE.

**MEMORANDUM OF UNDERSTANDING REGARDING EVALUATIONS AND REDUCTIONS IN FORCE BETWEEN THE ROSS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND THE ROSS EDUCATION ASSOCIATION**

This Memorandum of Understanding is entered into by the ROSS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION (“Board”) and the ROSS EDUCATION ASSOCIATION (“Association”).

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from September 1, 2022 through August 31, 2023;

WHEREAS, the Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for the evaluation of teachers and school counselors as approved by the State Board of Education;

WHEREAS, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System (“OTES”) and the Ohio School Counselor Evaluation System (“OSCES”) during the 2017-2020 school years and the use of those evaluations in making employment decisions;

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

1. The Board and the Association agree to implement the OTES and OSCES for all members who meet the definition of “teacher” or “counselor” in Ohio Revised Code section 3319.111 and 3319.113, respectively. The Board adopted evaluation policy for OTES and OSCES shall be the procedures used to evaluate, as supplemented by this memorandum of understanding.
2. In the event of legislative action by the Ohio General Assembly which results in changes to the statutory evaluation procedure, or which impacts the Board adopted evaluation procedure(s), the parties agree that they will meet to negotiate the effects of those changes and whether any changes are necessary to the Board adopted evaluation procedure or this MOU. Nothing herein shall be construed as a requirement to reach agreement on any of those issues. Should the parties be unable to reach agreement, the parties agree to utilize the impasse procedures contained in Article 3, except that, failure to reach agreement shall not give the Association the right to strike.
3. The parties agree to continue the standing evaluation committee established pursuant to the RttT Grant for the purposes of consulting on evaluation policy and procedures. The committee shall meet as needed as mutually agreed to by the parties. If the Board of Education desires to change the forms being used to evaluate teachers or counselors the Superintendent shall advise the Committee of that intention and the Committee shall meet to discuss the matter. If the parties agree to the change, the Association and the Board shall be advised of this decision. If the parties are unable to reach consensus on the change, the Board of Education may change the form and both parties may pursue whatever remedies available to them under the collective bargaining laws of the State of Ohio. Committee members will be compensated at the rate of \$24.70/hour for all meetings which occur outside the regular teacher workday. Pay for committee work shall be issued semi-annually.
4. There shall be at least two (2) documented walkthroughs during each evaluation cycle. Administrators may still make informal visits to classrooms. If during these informal visits or at any other time an administrator notes deficiencies regarding the teacher’s performance, including but not limited to, failure

to adhere to work rules, the teacher will be advised of those deficiencies within a reasonable amount of time of the discovery of the conduct. This may be noted in the evaluation or observations. Walkthroughs shall generally be no more than fifteen (15) consecutive minutes in duration. Feedback from the walkthrough shall be provided to the teacher no later than two (2) workdays from the date of the walkthrough. Walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

5. Evaluation forms will be available to the members electronically as part of the orientation process. The District will review the evaluation procedure with any new hires at the new teacher orientation day.
6. The BLT shall act as the SLO Committee with the responsibility of reviewing and recommending approval of the SLO's to the Building Principal. The Building Principal shall consider the recommendation of the SLO Committee when approving SLOs. Members of the SLO Committee shall receive training in the State adopted evaluation framework model and the SLO Development process prior to beginning their work. Committee members shall be compensated at the rate of \$24.70/hour for any SLO Committee meetings occurring outside the teacher work day. Pay for committee work shall be issued semi-annually.
7. If the teacher presents evidence to the Superintendent and Building Principal that the SGMs utilized in his/her evaluation are erroneous, that the errors cannot be corrected through ODE or ETPES, and that the errors, if corrected, would result in a change in the teacher's SGM rating or student metrics for that school year, the Board agrees that the SGM or student metric for that school year will not be considered when making any retention, renewal or continuing contract decision related to that teacher.
8. Teachers shall have the right to make a written response to the evaluation and have the response uploaded into ETPES and placed in his/her personnel file.
9. For the 2017-2020 school years, the Board agrees that it will not use the teacher's student growth measure scores in making a decision to non-renew or terminate a teacher's regular contract.
10. It is agreed that any complaints regarding violations of the Board adopted evaluation policy and this MOU shall be subject solely to the grievance procedure contained in this Agreement and shall supersede and replace conflicting provisions of any evaluation requirements of Ohio Revised Code Section 3319.11 with which this provision is in conflict.
11. For the purposes of reduction in force, comparability shall be defined as follows:
  - a. For the 2017-2020 school years, all teachers rated accomplished or skilled on the teacher performance portion of his/her evaluation shall be deemed comparable. All teachers rated developing on the teacher performance portion of his/her evaluation shall be comparable. All teachers rated ineffective on the teacher performance portion of his/her evaluation shall be comparable.
  - b. For recall purposes, teachers with the higher rating on the last evaluation completed before he/she was reduced in force shall be recalled before teachers with a lower rating. If two or more teachers have the same rating, the more senior teacher with the appropriate licensure for the position shall be recalled.

12. This Memorandum shall expire on August 31, 2020.

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

ROSS LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

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

\_\_\_\_\_  
Board President

ROSS EDUCATION ASSOCIATION

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

\_\_\_\_\_  
REA President



**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE  
ROSS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
AND THE  
ROSS EDUCATION ASSOCIATION**

This Memorandum of Understanding is entered into by and between the **ROSS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **ROSS EDUCATION ASSOCIATION** ("Association") this 3rd day of June, 2022.

**WHEREAS**, the Board and Association are parties to a current Collective Bargaining Agreement ("Agreement") that will expire in August 31, 2023; and

**WHEREAS**, Sections 7.18.12 of the Agreement provides for the teachers' daily schedule; and

**WHEREAS**, the Board and the Association find it necessary to amend the start and dismissal times of the teacher day and student day.

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between the Ross Local School District Board of Education and the Ross Education Association as follows:

1. Section 7.18.12 for the duration of the 2022-2023 school year shall be amended as follows:

RHS Teacher Day	7:10 a.m. to 2:40 p.m.
Student Day	7:20 a.m. to 2:10 p.m.
Middle School Teacher Day	7:40 a.m. to 3:10 p.m.
Student Day	8:15 a.m. to 3:00 p.m.
Intermediate School Teacher Day	7:40 a.m. to 3:10 p.m.
Student Day	8:15 a.m. to 3:00 p.m.
Fida Teacher Day	8:30 a.m. to 4:00 p.m.
Student Day	9:20 a.m. to 3:50 p.m.
Morgan Teacher Day	8:30 a.m. to 4:00 p.m.
Student Day	9:20 a.m. to 3:50 p.m.

2. The Board and Association agree that all other provisions of the Collective Bargaining Agreement by and between the Board and the Association shall remain in full force and effect.

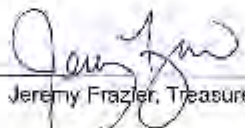
3. Notwithstanding the terms of this Memorandum of Understanding, all parties further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and Association.

4. This Memorandum shall constitute the full and complete understanding of the parties concerning this matter and any amendments or modifications shall be in writing and signed by the parties.

**IN WITNESS WHEREOF**, the duly authorized representatives of the **ROSS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **ROSS EDUCATION ASSOCIATION** have executed this Memorandum on the dates opposite their Signatures.

**ROSS LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

Date: 5/26/22 By:   
Sean Van Winkle, Board President

Date: 5/24/2022 By:   
Jeremy Frazier, Treasurer

**ROSS EDUCATION ASSOCIATION**

Date: 5/24/22 By:   
Sharon Berlage, Association President

## CBA important dates

### **3.1.1 & 3.1.14 Negotiations Procedures**

- March 15-20 written request for negotiations shall be made by the association
- First negotiations session within 30 days of the initial request
- The board shall consider the agreement within 30 days of the ratification of the tentative agreement

### **5.1.8- Open Enrollment Deadline–May 1 (it is NOT in the CBA; it is on the district form, link below)**

- [https://www.rossrams.com/userfiles/396/my%20files/open%20enrollment%20form%20inter-district%20\(staff%20only\).docx.pdf?id=3088](https://www.rossrams.com/userfiles/396/my%20files/open%20enrollment%20form%20inter-district%20(staff%20only).docx.pdf?id=3088)

### **5.17 Seniority List**

- October 1- seniority list from board to the association president

### **7.1 Class Size/Class Load**

- October 31- Board provides class size compliance data to the association

### **7.19 Continuing Contract Eligibility**

- September 15- deadline for a member to provide written notice of request for consideration for continuing contract
- May—at the May board meeting, continuing contracts will be considered
- Jun 30-all coursework required for the requested continuing contract must be completed.

### **8.1.2 Assignment Notice**

- By end of the school year teachers to receive notice of next year's teaching assignment

### **8.8.3 Nonrenewal**

- June 1- on or before this date, the board must give notice of nonrenewal to member

### **9.4 Salary Schedule Placement**

- September 15-deadline for providing documentation of graduate hours.

### **9.6.3 Supplemental Review Panel**

- Feb 1-March 15- requests for supplemental position submitted to administrator Supplemental Proposal
- April 15-deadline for the review panel to complete their work and recommendation to the board
- Within 30 days, decisions are sent to Superintendent and Association President

### **9.7 Tuition Reimbursement**

- Sept 15—deadline to submit eligible coursework for reimbursement
- October—disbursement on the last check of the month in October

### **10.5.4 Notification to Return**

- April 1-deadline for members on leave to send to Superintendent their intent to return

### **10.10 Sick Leave Bank**

- October 1- deadline for members to activate participation in the sick leave bank by donating one day