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**MASTER AGREEMENT**

**BETWEEN**

**ROSSFORD EXEMPTED VILLAGE SCHOOLS  
BOARD OF EDUCATION**

**AND**

**ROSSFORD ASSOCIATION OF CLASSROOM TEACHERS**

**EFFECTIVE**

**SEPTEMBER 1, 2022– AUGUST 31, 2025**



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## **ARTICLE 1. PROFESSIONAL NEGOTIATIONS AGREEMENT**

### **A. Preamble**

It is the purpose of this document to establish the relationship between the Rossford Board of Education and the Rossford Association of Classroom Teachers, and to set forth an orderly procedure for the consideration and resolution of matters of mutual concern.

### **B. Recognition**

1. The Board recognizes the Rossford Association of Classroom Teachers OEA/NEA, as the exclusive bargaining representative of all full and part-time teachers and tutors who are certificated or licensed by the Ohio Department of Education, excluding as defined in ORC<sup>1</sup> 4117.01 confidential employees, management level employees, employees who act in a fiduciary capacity, supervisors, students, seasonal and casual employees, non-professional employees, guards as defined in ORC 4117.06(D)(2) and substitute teachers of less than sixty (60) days employment in the district in the same position.
2. The Board shall call in two (2) floating substitute teachers each day, who will be assigned as needed by the Superintendent or designee. These substitutes shall not be bargaining unit members and shall be paid at the Board's current per diem substitute rate.
3. Substitute teachers who serve sixty (60) days employment and beyond in the district in the same position in order to cover a bargaining unit member's leave of absence will continue to be paid at the district's then-current substitute rate and will not be eligible for benefits. The parties specifically agree that this paragraph supersedes O.R.C. 3319.10.

### **C. Scope of Negotiations**

The parties agree to bargain wages, hours, terms and conditions of employment as well as additions to, deletions from, and modifications of the Agreement consistent with provisions of ORC 4117.

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<sup>1</sup> Ohio Revised Code. Available at <http://codes.ohio.gov/>.

**D. Procedures and Impasse Resolutions**

1. If agreement is not reached on matters being negotiated through interest Based Bargaining, either party may declare impasse at any time and request that an impartial mediator be appointed through The Federal Mediation and Conciliation Services. If both parties mutually agree to have additional bargaining meetings while waiting for FMCS mediation, nothing precludes the parties from doing so.
2. The Mediator shall have the right to schedule meetings with the negotiating parties in efforts to seek a resolution to the disagreement(s).
3. If the parties do not reach agreement and the existing agreement has expired, the Association may exercise its right to strike by serving the Board and the State Employment Relations Board with notice of its intent to do so, at least ten (10) days prior to such action. Mediation may continue following the expiration of the agreement with the mutual consent of the parties.
4. Pursuant to Section 4117.14(C) and 4117.14(E) of the Revised Code, the parties have established this mutually agreed upon dispute resolution procedure which supersedes the procedures listed in Section 4117.14(C)(2) – (6) and any other procedures to the contrary. This article does not diminish or preclude the Association rights under Section 4117(D)(2).

**E. Interim Bargaining/Positive Trust**

Should either party seek a clarification and/or change in terms and conditions of employment or actions on other items of concern, the parties will convene the Labor/Management Committee and use Interest Based Bargaining methods to reach an agreement. The majority of members from each party will have experience in the I.B.B. process. The rules used in bargaining the current contract will apply to use of I.B.B. by LMC.

Should the board try to change conditions of employment the grievance process may be used.

**F. Contrary to Law**

Except as specifically set forth herein, if any provision of this Agreement between the Board and the Rossford Association of Classroom Teachers shall be found contrary to law, then such provision or application shall be deemed to be invalid except to the extent permitted by law, but all other provisions or applications shall continue in full force.

**G. Final Form**

Upon ratification of the Agreement by both parties, the Agreement shall be duplicated with a table of contents, including all appendices, in electronic form by the Board of Education at their expense and distributed to all certified personnel.

**H. Strike Prohibition**

During the term of this Agreement, the Association does hereby agree that it or any persons acting on its behalf will not participate in, approve, or consent to a strike, slowdown, or the withholding of services from the Board of Education by the teachers.

**I. Complete Agreement**

This contract contains the full and complete agreement between the Rossford Board of Education and the Rossford Association of Classroom Teachers on all negotiable issues and neither party shall be required during the term thereof to negotiate upon any issue whether it is covered or not covered in this contract, unless otherwise mutually agreed.

**J. Management Rights**

The Association recognizes that except as herein clearly and explicitly limited by express terms of this Agreement, or state and/or federal law, the rights of the Board and administration in all respects to manage the entire operation of all phases of the school system including, but not limited to, the right to hire, fire, promote, demote, suspend, discharge, discipline, for just cause, in any form, make and enforce rules and regulations, establish and modify working hours, plan, establish, combine or abolish jobs or operations, transfer employees, shall be the sole and exclusive prerogative of the Board and administration.

Any and all rights, powers, and authority the Board and administration had prior to entering into this Agreement with the Association are retained exclusively by the Board and administration except as expressly abridged, delegated, granted, or modified by this Agreement and state and/or federal law.

**K. Supplemental Contract Committee**

The index percentage in Appendix C shall be reviewed, prior to commencement of negotiations. The Supplemental Contract Committee shall be composed of three (3) representatives designated by the RACT President and three (3) representatives designated by the Superintendent. The Committee shall recommend any changes necessary to maintain equity and



adequate compensation in Appendix C. The Committee's recommendations shall be made to both negotiating teams prior to negotiations, when possible. If the position is not included in Appendix C, and if there is no majority recommendation by the Supplemental Contract Committee, the Superintendent shall make such recommendation to the Board as he/she deems proper.

**L. No Discrimination in Administration**

Neither the Association nor the Board shall discriminate against any member of the bargaining unit in the administration of this Agreement.

**M. Labor/Management Committee**

The Board and the Association agree to form a labor management relations committee to meet at least three (3) times each school year during the school day to discuss the concerns of either the Association or the Board. The parties may schedule additional meetings by mutual agreement. The committee will consist of not more than 7 (seven) members from each party. Each party will select at least one (1) representative from each school in the district. All meeting arrangements will be made by mutual consent. The parties agree that issues raised concerning building level and district level committees during negotiations for this Agreement would be referred to the Labor/Management Committee for resolution.

**ARTICLE 2. GRIEVANCE PROCEDURE**

**A. Introduction - Purpose**

This grievance procedure is intended to establish an orderly process of resolving differences which may occur between the Board of Education or the administration and the professional staff.

The purpose of the grievance procedure is to secure, at the lowest possible administrative level equitable solutions to grievances which may arise from time to time. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

**B. Definition**

1. A grievance is defined as a claim by a teacher or R.A.C.T. [hereinafter called the grievant] that there has been a violation, misinterpretation or misapplication of any provision of this negotiation agreement.

2. Days shall mean calendar days with the exception of Saturdays, Sundays and legal holidays.

### **C. Rights of the Grievant**

1. A grievant may appear on his or her own behalf or may be represented and/or accompanied by a representative of the Association. A grievant has the right to present a grievance and have it adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this agreement and as long as the Association has the opportunity to be present at the adjustment.
2. The fact that an employee files a grievance shall not be recorded in his or her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant or his or her representative be the subject of reprisals or discrimination for having followed this grievance procedure.

### **D. Time Limits**

1. The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written<sup>2</sup> agreement of the parties in interest. When it is physically impossible for a grievant or for an administrator to meet the time limits, then the time limits shall be extended.
2. If the employee does not file a grievance within twenty (20) days after he or she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at the last step and further appeal shall be barred.
4. Failure of the administration to notify the grievant of the decision within the specified time limits shall permit the grievant to proceed to the next step.
5. A grievance submitted after May 15 shall be processed at a time mutually agreeable to the parties in interest, but no later than the beginning of the next school year. Where a hardship may occur, the grievance shall be processed as soon as practicable.

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<sup>2</sup> Wherever written notice or agreement is required by this Agreement, notice or agreement via electronic mail is sufficient.

**E. Advancement**

By mutual agreement, a grievance can be advanced to the next step in the grievance procedure.

**F. Informal Procedure**

In the event that the grievant believes there is a basis for a grievance, he/she shall first discuss, when possible, the alleged grievance with his/her principal/direct supervisor. Said discussions may be held confidentially and personally by the grievant.

**G. Formal Procedure**

Step I

If a grievance is not resolved within five (5) days of the informal meeting, the grievant shall present his or her formal claim by submitting his or her grievance in writing using Form A. One copy shall go to the Grievance Committee of his or her Association and two other copies to the Superintendent who, in turn, will present one of the copies to the supervisor involved. Three (3) days after receipt of Form A, the immediate supervisor involved shall meet with the grievant and/or his or her representative in an effort to resolve the grievance. Three (3) days after such meeting the supervisor shall indicate his or her disposition in writing using Form B. This disposition shall be submitted in triplicate: One copy going to the grievant, one to the Chairman of the Grievance Committee of his or her Association, and one to the Superintendent.

Step II

If the grievant is not satisfied with the disposition at Step I, or if no disposition has been made within the above time limits, the grievant shall complete Form C within five (5) days of the disposition and submit one copy to the Superintendent and one copy to the Chairman of the Grievance Committee of his/her Association. The Superintendent shall meet with the grievant and/or his/her representative and indicate in writing on Form D his/her disposition of the grievance within five (5) days of the receipt of Form C.

Step III

If the Association is not satisfied with the disposition at Step II, the grievant, with the written concurrence of the Association, may within ten (10) days appeal the grievance to Grievance Mediation with mutual agreement of the Board. The parties shall contact the local FMCS office to mediate the grievance, or an alternative, mutually agreed upon mediator. The parties will

hold a mediation session as soon as practicable following the selection of a mediator, but in no event more than thirty (30) calendar days from the appeal date unless mutually agreed by the parties. In the event there are costs and expenses which may be incurred in securing and utilizing the services of a mediator, such costs will be shared by the Board and the Association. As of the date of the written mutual agreement to submit the grievance to mediation, the timeline for appealing to Step IV will be stayed until the end of the Grievance Mediation session.

#### Step IV

If the Association is not satisfied with the disposition at Step III, or if no disposition has been received within the time limits, the Association may within fifteen (15) days submit the grievance to binding arbitration by giving written notification to the Superintendent and requesting a list of seven (7) qualified arbitrators from the American Arbitration Association whose voluntary labor arbitration rules then shall govern except that the arbitrator shall be selected by the alternate strike method. The parties will also alternate who strikes first in this process.

The decision of the arbitrator shall be final and binding on all parties of interest.

The arbitrator shall have no power to alter, add to, or subtract from the items of this negotiated agreement, nor make an award contrary to law.

The fees and expenses of the A.A.A., the meeting room, the court reporter and the arbitrator shall be shared equally by the Board and the Association.

### **ARTICLE 3. COMPLAINTS AGAINST PROFESSIONAL STAFF MEMBERS**

A complaint is a negative reference about a staff member's personal or professional performance while fulfilling contractual duties, made by a parent or other member of the community, and shall be handled using the following procedure.

- A. All complaints received by an administrator or Board member shall be referred by the building administrator to the teacher(s) involved within five (5) working days. The teacher shall have the opportunity to resolve the complaint with the complainant and/or the administrator.
- B. The member shall have the right to a representative of his/her choosing at any meeting with an administrator regarding the complaint.

- C. Complaints involving the health, safety, and/or welfare of a student or staff member or that allege criminal conduct will not be subject to the complaint procedure.
- D. If a complaint leads to disciplinary action, the final discipline records will be the records placed in the member's file and the member shall have the right to submit a rebuttal.

## **ARTICLE 4. DISMISSAL**

### **A. Termination**

- 1. Termination shall be defined as the dismissal of any member of the bargaining unit prior to the expiration of his/her limited contract or dismissal of any member of the bargaining unit who is on a continuing contract.
- 2. Termination proceedings shall be held in accordance with applicable statutes as outlined in the Ohio Revised Code. Notwithstanding any other provision of this agreement, the grievance procedure cannot be used in disputes over termination.

### **B. Non-Renewal**

- 1. Non-renewal shall be defined as the dismissal of any member of the bargaining unit at the expiration of his/her limited contract.
- 2. No teacher may be non-renewed unless and until all of the following procedures have been implemented:
  - a. At least one (1) evaluation has been conducted (See Article 11) during the year in which the decision to non-renew is made. The Board shall require at least three formal observations of each teacher who is under consideration for nonrenewal and with whom the Board has entered into a limited contract or an extended limited contract.
  - b. The Superintendent shall notify the teacher of his/her intention to recommend nonrenewal prior to the board meeting where action will be recommended.
  - c. Notice of non-renewal must include written reasons for non-renewal and must be received prior to June 1.

- d. Upon notification of non-renewal, a teacher is entitled to a meeting with the superintendent to review the reasons for non-renewal.
- e. Alleged violations of the non-renewal procedure may be grieved. A teacher is entitled to association representation at any step of the non-renewal procedure.
- f. This procedure supersedes the non-renewal protections provided in ORC 3319.11.

**C. Criminal Records Check**

Employees may be conditionally employed pending the completion of the state mandated criminal records check under provisions of O.R.C. 3319.39. These employees will have all the rights and benefits guaranteed under provisions of the master agreement except they may be dismissed without recourse or remedy under this master agreement should a criminal records check reveal that they are disqualified to teach in a public school in accordance with O.R.C. 3319.39. This provision of the master agreement shall not interfere with the individual rights of these employees to due process in a court of law or before any state agency.

**ARTICLE 5. REDUCTION IN FORCE**

- A. When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, financial need, or by reason of suspension of schools or territorial changes affecting the district, the Board of Education decides that it will be necessary to reduce the number of teachers; it may make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. Teachers whose continuing contracts are suspended, shall have the right of restoration to continuing service status when teaching positions become vacant or are created for which any of such teachers are or become qualified.
  - 1. A restoration list of tenured teachers shall be kept for two (2) years by a designee of the Rossford Board of Education. Teachers must furnish and keep current a mailing address where they may be reached. Teachers on continuing contracts who are suspended shall be restored to service status when vacancies occur for which they are certified. Seniority shall not be the basis for rehiring a teacher, except when

making a decision between teachers who have comparable evaluations. Seniority means total number of years of continuous employment in the Rossford Schools including service on approved leaves of absence.

2. The beginning date for accumulation of seniority shall be the date shown in the minutes of the Board of Education that the teacher was employed. If two or more are employed on the same date, the seniority shall be determined by date of application, then by letter of intent, and finally, by lot with representation by both sides.
3. The teacher must respond to the offer within seven (7) days of receiving an offer of restoration.
4. Failure to respond or to accept an offered position may result in removal of the teacher's name from the list and no further right to restoration shall exist.
5. A return receipt of Certified Mail shall be conclusive evidence that an offer has been tendered. This statement does not prevent offers or notifications from being made in other ways.
6. Teachers on limited contracts shall be suspended and restored according to the foregoing plan after teachers on continuing contracts are considered.

## **ARTICLE 6. TEACHER RIGHTS**

### **A. Payroll Deduction of Dues**

1. The Employer shall deduct from the pay of employees who elect to become or remain members of R.A.C.T. dues for the Association's representation of such members during the term of this Agreement.

2. Notification of the Amount of Dues

Notice of the amount of the annual dues shall be transmitted by the Association to the Employer on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted. The employer agrees to transmit all amounts deducted to the Association not more than ten (10) days following the collection via electronic transfer to an account designated by the Association.

3. Schedule of Dues Deductions

a. All Members

Payroll deduction of dues shall begin at the second payroll period in October and continue for 15 pays.

b. Termination of Membership During the Membership Year

The Employer shall, upon notification from the member or Association President that a member has terminated membership, cease deduction of dues. A member who wishes to cancel payroll deduction of dues may do so by notifying the District Treasurer and the Association President in writing not less than two (2) weeks prior to the effective date of the payroll change.

4. Transmittal of Deductions

The Employer shall accompany each such transmittal with a list of names of the employees for whom all such dues deductions were made, the period covered, and the amounts deducted for each.

5. Indemnification of Employer

The Association agrees to indemnify the Employer for all cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

a. The Employer shall give the Association a ten (10) day written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed;

b. The Association reserves the right to designate counsel to represent and defend the Employer. However, this provision shall not prevent the Employer from employing its own counsel [at its own expense] to assist in such representation. Furthermore, the Association agrees that the counsel it designates to represent the Employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the Employer as will create or foster a conflict of interests;

c. The Employer shall give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;



- d. The Employer shall permit the Association and/or its affiliates to intervene as a party;
- e. The Employer shall not oppose application by the Association and/or its affiliates to intervene as amicus curiae;
- f. Indemnification shall not be required if the Board intentionally or willfully fails [except pursuant to court order] to fulfill its obligations herein.

**B. Health and Safety**

All certificated staff shall report unsafe working conditions to their immediate supervisor immediately upon the identification of said conditions. The Administration shall take reasonable steps necessary to correct such conditions. It is also agreed that employees are responsible to cooperate with all aspects of the safety and health program, including compliance with all rules and regulations, and for continuously practicing safety while performing their duties.

Board policy prohibits the use of tobacco (including any product that contains tobacco, is derived from tobacco, contains nicotine, or e-cigarettes and other electronic smoking devices) by anyone in school buildings, on school grounds, in school vehicles, or at any school-related event.

Upon request by an employee, the Board will make available a referral to a no smoking program selected by the school district at no cost to the employee, or selected and paid for by the employee.

**C. Medications and Nursing Services**

No regular classroom teacher will be required to administer medications or provide nursing services to special needs students. Regular classroom teachers may opt to administer medications and provide nursing services to special needs students only after they have been trained by a certified health care training professional.

**D. Special Education**

An annual update meeting will be held with special education staff to deal with implementation and revision of IEP's and special education laws. The yearly informational update will be arranged by the administrative staff.

**E. Discipline**

The Administration will provide members with monthly electronic access to aggregated discipline data. The Administration will enter any action taken in response to a major referral in the data system in a timely manner, not later than two (2) school days after receipt of the discipline referral, except in extenuating circumstances.

Teachers are encouraged to use the RTI process for support with a student with repeated behavioral issues. A teacher who needs assistance with a student with behavioral issues may request assistance from a building administrator for problem-solving strategies, training and/or support.

**F. Professional Support**

Professional support will be provided for RACT members through a Mentor Program and a Peer Assistance Program.

**1. Mentor Program - General**

A mentor will be assigned to a Resident Educator as required by law or rule. A mentor will be offered to personnel with experience but new to the Rossford School District.

Observations and feedback given by mentoring teachers are non-evaluative and will not become a part of any teacher file or teacher evaluation.

The Resident Educator's mentor will be compensated 3% of the base for the first year and 2% for the second year. If needed, and pro-rated as necessary the Resident Educator's mentor will be compensated 2% for the third year and 1% for the fourth year.

The purpose of the Mentor Program is:

- a. To improve teaching performance.
- b. To increase the retention of promising beginning teachers.
- c. To promote the personal and professional well-being of beginning teachers.
- d. To satisfy mandated requirements related to the Resident Educator Program.
- e. To help lead teachers toward being fully actualized teaching professionals.

f. To complete documentation as required by law and rule.

2. Peer Assistance Program

An experienced teacher beyond the first year of teaching who is encountering teaching problems or seeks to improve his or her teaching skills, may request or an administrator may offer to be assigned a consulting teacher.

All parties (teacher/administrator/consulting teacher) will agree to participation in this program.

Peer Assistance does not apply to a teacher in the Mentor Program. The building administrator will notify the RACT building representative of a teacher's participation in this program.

Observations and feedback given by consulting teachers are non-evaluative and will not become a part of any teacher file or teacher evaluation.

The consulting teacher will be compensated 3% of the base (pro-rated as necessary).

Release time will be made available for the consulting teacher to conduct observations and it is up to administration to make arrangements to cover the consulting teacher's class or assignment.

3. Mentor Selection

To qualify for consideration, mentor candidates must meet the criteria set forth in law and rule by the Ohio Department of Education, complete required training, and have five years teaching experience in the Rossford Schools.

Bargaining unit members in the same subject area and same building will be assigned first. If all qualifications and training are equal, mentors will be assigned by seniority and if seniority is equal, management will assign.

**G. LPDC**

Membership of the committee shall consist of four (4) members of the Rossford Association of Classroom Teachers appointed by the President and three (3) district Administrators appointed by the Superintendent. All members of the RACT will be considered in this manner regardless of

license. When consideration of an Administrative license takes place the Committee Administrators vote shall be doubled.

The terms of each member shall be as follows; RACT shall replace or re-appoint two (2) members each year. New members will be submitted to the Superintendent to be approved by the Board of Education. All teacher member terms shall be for two years.

The Committee will meet at least four (4) times per year, with additional meetings scheduled with approval by the Superintendent. The Committee shall establish its annual schedule. The meetings shall occur during the school day with release time (half day) provided as needed.

The Board of Education shall be responsible for backup plans and documentation generated by both the Committee and Licensee.

The Committee shall be responsible for establishing guidelines by which the Committee is to function. These guidelines should include the criteria that will be used to determine whether or not a professional development plan will be approved; procedures for assessing the extent to which a staff member's professional development plan has been accomplished and the procedure the Committee will use to hear appeals of its decision. The appeals procedure is contained in Appendix H of this Master Agreement.

The Superintendent or his/her designee shall report periodically to the Board on the operation of this important committee and on the progress staff members are making in fulfilling their professional development plans.

#### **H. In-Service Training**

1. Opportunities for professional growth will be provided through such means as the following:
  - a. Staff Development opportunities will be provided as set forth in Article 7.
  - b. Release time for visits to other classrooms and schools and for attendance at conferences, workshops and other professional meetings.
2. The Superintendent, or his/her designee, will have authority to approve release time for conferences and visitations, and reimbursements for expenses, provided such activities are within budget allocations for that purpose.

District and building leadership teams with RACT representation will analyze in-service data and provide feedback for future planning.

**I. Student Teaching**

1. The Rossford Exempted Village Board of Education supports and encourages the participation of our school district in a program of student teaching with the Bowling Green State University, The University of Toledo, and other approved universities making formal request to the superintendent. The Superintendent of Schools will be responsible for establishing procedures for the smooth operation of the student teacher program in the school system. Such procedures will be available in the office of the Superintendent.
2. Payment for student teachers shall be made by the college or university directly to the District and the District shall pay the teacher.

**J. Passes to School Events**

Rossford Exempted Village School District will issue passes to all members of the bargaining unit. The pass will be valid only for the designated person and spouse/friend. The designated person must request the pass from the high school principal. Teachers are encouraged to volunteer their service at these school events in exchange for the passes.

**K. Employment of Retirees**

1. Where a teaching vacancy exists which the Board may fill at its discretion by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For the purposes of this Article, "Retiree" is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
2. A Retiree shall be placed at 5 years on the salary schedule or a step mutually agreed upon between the Retiree and the Board in the appropriate training column and thereafter may advance on the schedule on the same basis as other teachers. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.
3. A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. The Retiree shall notify the Superintendent in writing by April 1 to request re-employment. The Board may continue the employment of a Retiree through offering a new one-year contract upon recommendation of the Superintendent by June 1. A Retiree is not eligible for a continuing teaching contract regardless of years of

employment as a retiree with the Board. A Retiree is eligible for a supplemental contract only if no other bargaining unit member desires the position and then it is at the discretion of the Board. O.R.C. 3313.53 is superseded.

4. A Retiree shall accumulate and may use sick leave in accordance with Article 10 of the Negotiated Agreement, but shall not be entitled to severance pay under Article 12 of the Negotiated Agreement or under law upon conclusion of employment as a Retiree. A Retiree is not eligible to participate in the Sick Leave Bank. A Retiree shall be advanced 12.5 days of sick leave at the beginning of a one-year contract period without accumulation of additional days. For any additional sick days, a Retiree must use unpaid leave and provide appropriate documentation upon request.
5. For the purpose of Seniority and/or reduction-in-force, a teacher retiree shall earn seniority with the District beginning with his/her employment as a retired teacher. For those former teachers employed by the District as a retiree, a new status as a retired teacher shall be deemed to be a break in service for purposes of seniority.
6. All reemployed retirees are considered Bargaining Unit Members and are afforded all contractual rights not addressed in the above provisions.

## **ARTICLE 7. WORK DAY AND SCHOOL CALENDAR**

### **A. Work Day**

1. The professional working day in the Rossford Exempted Village Schools for secondary teachers shall consist of seven hours and twenty minutes. The elementary teachers' work day shall consist of seven hours and fifteen minutes. These times include a thirty-minute duty-free lunch period. Personal time adjustments may be made with the permission of the principal.
2. The district will comply with Ohio State Minimum Standards with regard to planning time. Reasonable efforts will be made to provide additional time above the minimum. To comply with Ohio Minimum Standards, one (1) additional ½ day aide is assigned to the elementary building to allow for planning time.
3. Part-time employees teaching three (3) periods in the secondary schools will receive one (1) paid planning period. Part-time employees teaching 220 minutes per day in the elementary school will spend no

more than 195 minutes in instruction, supervision, or planning. Part-time teachers and the Board of Education will each pay 50% of all health insurance premiums. Part-time employees working in excess of the above limits will be considered full-time and entitled to full benefits accorded all full-time employees. With respect to paid planning time and paid lunch, this section does not apply to tutors.

Part-time employees are those who are employed on a daily basis, but less than the full day, paid on the salary schedules in Appendix "B" on a pro-rata basis and do not include substitutes.

4. Tutor positions consisting of three (3) hours of daily contact with students, will (on a daily basis) receive thirty (30) minutes of paid planning time beyond the three (3) hours.
5. When an assigned staff member is absent and a substitute teacher cannot be secured in advance, full-time staff members may perform the duties of a substitute teacher during his or her planning period(s) when requested by an administrator for the purpose of finding coverage for classes in an emergency.
  - a. Staff members who are willing to serve as substitute teachers will submit their names via email to the building administrator. The building administrator/designee will maintain the list.
  - b. Staff members who serve as substitutes during their planning period will be compensated at the hourly rate set forth in Article 12. One full planning period equates to one hour. There will be no pro-rating of the hourly rate. Staff members will use and submit existing time sheets for tracking purposes.

## **B. School Calendar**

1. The Administration will call a meeting of the Labor Management Committee no later than March 31 for the purpose of developing a proposed school calendar for the following year.
2. Each year shall consist of 185 days, including the following:
  - a. One teacher work day scheduled prior to the first student day, primarily for teacher preparation. Teachers, on a voluntary basis, may participate in other professional opportunities, if available. The Labor Management Committee may decide to take advantage of this time to meet, but such meeting would be no longer than sixty minutes.
  - b. Two records days.

- c. One day for grade level and/or department level in-service, as directed by the grade level or department members.
- d. One organizational/opening day scheduled at the beginning of the school year and planned by the Administration.
- e. One “exchange” day, where an employee performs seven hours of self-directed, approved professional development outside of the school day.
- f. Up to three days of professional development planned by the Administration, in collaboration through the District Leadership Teams and Building Leadership Teams.

If additional professional development days are needed in a given year, they will be added with the mutual agreement with the LMC, unless required by law.

- 3. Teachers shall not be required to report to school when school is cancelled for weather or other public calamity. If school is delayed, teachers will report consistent with the delay time. The Superintendent will determine when, how and whether work time for staff will be made up due to the closing of schools for weather or other public calamity after five (5) days.

**C. Lesson Plans**

All teachers will be required to prepare lesson plans. First year teachers only will be required to submit lesson plans weekly to building principals. Other teachers shall be required to submit lesson plans upon request for review by the principal, and more often when the teacher requires assistance with planning.

**D. Class Size (Elementary)**

Administration and teachers within each building will determine possibilities to reduce class size when class enrollment at grades K, 1, or 2 reaches twenty-five (25) students, or when class enrollment at grades 3, 4, or 5 reaches twenty-nine (29) students. The placement of an additional new student shall be offered to the teacher with the most seniority at the given level.

Possibilities include:

- Hire additional teacher
- Hire tutors or equivalent (working toward education certification)



- Creative use of staff
- Additional financial compensation --\$100.00 per week (not to be a permanent solution)

## **ARTICLE 8. CONTRACTS**

### **A. Limited contract**

Teachers' limited contracts will be issued for no longer than one (1) year. Teachers holding provisional certificates or resident educator licenses can be awarded a limited contract only. Limited contracts may also be used to employ those teachers holding professional or higher certificates who are not eligible for continuing contracts.

### **B. Continuing contract**

A continuing contract shall only be granted to a teacher who meets the eligibility qualifications in R.C. 3319.08 and 3319.11 and who:

1. Has the required years of experience with the most recent school year counting as one (1) year if the teacher has been in paid status for at least one hundred and twenty (120) days before June 1 of that school year.
2. Has filed transcripts of the necessary course work with the Superintendent by March 1 of that school year. If the teacher has not completed the coursework by the time the teacher submits his/her January 1 written notice (see paragraph C below), the teacher must state in writing in that notice when the confirming transcripts should be available.

### **C. Tenure (RC 3319.11)**

Under the statutes of Ohio, teachers may earn tenure. It shall be our policy to grant tenure when all requirements have been met and the Superintendent of schools makes the necessary recommendation. Any bargaining unit member who believes he or she may be eligible for tenure shall notify the Board by January 1 of the year that the Board will consider granting tenure. See Appendix E.

## **ARTICLE 9. VACANCIES AND TRANSFERS**

### **A. Vacancies**

All teaching and administrative openings will be posted in each building when they develop. Any job postings that occur during the summer months will be communicated to all staff via REVSD email. In addition, any RACT member who submitted a written request for voluntary transfer will be notified by phone and/or mailed a letter of any vacancy as it occurs. Teachers shall make their request for transfer to vacant positions within five (5) days of the posting and/or notice of such vacancy. Current employees who apply for a vacancy will be interviewed before the position is assigned.

### **B. Transfers**

#### **1. Voluntary**

If any staff member desires a transfer without a notified vacancy existing, he/she will inform his/her building administrator and will then submit a written request for voluntary transfer to the Superintendent of Schools on or before April 1 of the current school year. The written request for voluntary transfer may be rescinded in writing to the Superintendent on or before March 31 of the current school year.

A file of all such requested transfers will be kept in the office of the Superintendent. All transfer requests will be void at the beginning of each school year.

Teachers shall make their request for transfer to vacant positions within five (5) days of the posting and/or notice of such vacancy.

The following criteria will be used regarding certificated requests for transfer.

- a. When the qualifications of more than one applicant are relatively equal, the order of priority in filling the vacancy will be:
  - (1) The applicant with the greatest seniority in the system.
  - (2) A member of the present teaching staff.
  - (3) A person not presently employed by the Board.
- b. Additional factors when considering a voluntary transfer:

- (1) In a team-teaching situation, should a vacancy occur, efficiency of the team will have first priority.
- (2) Qualifications of the applicant for the particular vacancy. (i.e., training, specialized experience and certification.)
- (3) No more than two transfers shall be required to be made in filling one vacancy.
- (4) In the event a current employee is denied a transfer and the position is filled by a new hire, the Superintendent must provide a reason for said denial which is not arbitrary and capricious.

## 2. Involuntary Transfers

Involuntary transfer shall not be used to create a vacancy for a new hire.

Notice of an involuntary transfer or reassignment shall be given to teachers prior to June 1 preceding the school year in which the transfer is to take place, except in cases of emergency.

An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher will be notified of the reason. The teacher may, at his/her option, have a representative of the R.A.C.T. present at such a meeting.

On a system-wide basis, any involuntary transfer involving more than one teacher will be communicated to the Association President prior to any such action.

No vacancy will be filled by means of an involuntary transfer if there is another qualified staff member willing to fill said position who previously submitted a voluntary transfer letter.

The administration in good faith shall attempt to avoid transferring a teacher involuntarily in consecutive school years (unless the transfer results from a building consolidation or closing or reorganization of grades or curriculum.)

## C. Seniority

For purposes of this Article, Seniority shall be defined as the length of continuous employment within the school system. Leaves of absence count as continuous employment.

If two or more employees are employed on the same date, then seniority shall be determined by date of application, then by letter of intent and finally by lot with representation by both sides.

**D. Joint Committee**

In the event of a building closure or consolidation, the parties will form a joint committee of one administrator from each building and one teacher representative from each building to discuss and consider the impact of management decisions to consolidate or close building(s) or reorganize grades or curriculum on the transfer of teachers. The superintendent and/or designee may be ad hoc member(s) of this committee.

**ARTICLE 10. LEAVES**

**A. Assault Leave**

Any employee who is absent from employment due to disability resulting from an unprovoked attack upon said employee which occurs in the course of said employee's employment with the Board of Education, shall be granted up to twenty (20) working days assault leave which shall not accumulate from year to year. During the assault leave, the employee shall be maintained on full pay status.

Assault leave will not be granted under this policy unless the employee in question: (1) signs a written statement justifying the granting and use of assault leave, on forms to be provided by the Board; (2) provides a certificate from a licensed physician stating the nature and probable duration of the disability and the necessity of absence from regular employment; and (3) agrees to testify and cooperate in the prosecution of any juvenile or criminal proceedings that may be brought against the one responsible for the assault.

Falsification of either the aforesaid signed statement or the physician's statement shall be grounds for suspension or termination of employment under Ohio Revised Code, Section 3319.16.

Assault leave provided hereunder shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under rules adopted by a Board of Education pursuant to Section 3319.08 of the Ohio Revised Code.

**B. Professional Leave**

1. On approval of the principal and the Superintendent of Schools, any employee may attend professional meetings. A total of two (2) teachers may attend any one particular meeting unless an exception to this policy is granted by the Superintendent.
2. Professional meetings, as used in this section, shall be defined in the following manner:
  - a. "A professional meeting is a meeting or conference or workshop related to the teacher's teaching assignment, extra curricular duties, or professional organization."
  - b. For purposes of Board-paid expenses, this definition does not include:
    - (1) Meetings attended by the employees at Board expense that do not directly relate to the present teaching or job assignment or an assignment for the following year.
    - (2) Conventions or meetings of the Rossford Association of Classroom Teachers, Ohio Education Association, or the National Education Association.
3. Procedures
  - a. Applications for attendance at professional meeting must be given to the Superintendent no later than the Friday before the monthly Board meeting.
  - b. Expenses for professional meeting attendance will include the following:
    - (1) Travel allowance per Article 12 (M) if travel is in a private car.
    - (2) If more than one person attends the same meeting, only one reimbursement will be made for the automobile.
    - (3) When a commercial carrier is used, the person attending a professional meeting will be reimbursed for the actual fare expense upon receipt of travel vouchers accompanied by the proper reimbursement request.
    - (4) Cost of incidental expenses such as parking fees, taxi fares, and tolls will be fully reimbursed.

- (5) Subject to the approval of the Superintendent, which shall not be unreasonably withheld, when the attendance at a meeting necessitates an overnight stay, lodging expenses will be paid. Hotel or motel receipts shall be presented to the Superintendent along with the reimbursement request. If spouse/guest attends, occupancy lodging expenses will be paid for a single occupancy only.
- (6) Subject to the approval of the Superintendent, which shall not be unreasonably withheld, and consistent with Board procedures and limits, expenses incurred for meals or banquets while attending a professional meeting will be reimbursed in full. An itemized expenditure account for meals should be included on the reimbursement request.
- (7) Registration fees which include a provision for college credit will be paid but only the part covering the cost of the meeting and not for the part covering the cost of obtaining college credit. If these amounts are not shown separately, the applicant and Superintendent shall agree upon an amount before approval is granted.
- (8) Ohio School law does not permit monetary advances for professional meeting attendance. Reimbursement will be made for expenses incurred when policy reimbursement procedures are completed and approved by the Superintendent.
- (9) Athletic clinics or workshops will be permitted in accordance with procedures identified by the Athletic Council and approval by the Superintendent.
- (10) Employees shall provide a written or verbal report of the professional meeting for which they received reimbursement to the department chairman or principal.
- (11) Board financing of professional meeting expenses will be limited to the preceding regulations and the availability of funds. Effective September 1, 1990 a fund of \$10,000 will be established for this purpose.

**C. Personal Leave**

At the beginning of each school year [July 1 - June 30] each employee shall be credited with three (3) personal leave days to be used for the employee's personal business. Unused personal leave shall not accumulate from one year to another. A personal leave day shall be used for business which cannot be conducted during other than school hours. Personal leave days may not be used for recreational purposes, outside employment, or work stoppages. An employee planning to take a personal leave day or days shall notify his or her immediate supervisor on the proper form. Notification shall be made at least three (3) days in advance except in case of emergency.

In accordance with this agreement, a personal leave day will not be taken the day before nor the day after a holiday except in case of emergencies, e.g. an auto accident, furnace break down, or frozen water pipes (also weddings of family members, graduations, or legal business which cannot be done outside of regular school hours and the scheduling of which is not under the control of the employee) which will be subject to approval of the Superintendent. Use of personal leave is discouraged during the standardized test weeks. Bargaining unit members cannot use more than one (1) personal leave day on/after May 1 unless approved by the Superintendent.

Personal day requests shall be entered/requested in the district's electronic absence system. For purposes of accounting, one-half ( $\frac{1}{2}$ ) day shall be charged against a teacher's personal leave days if the teacher is absent from his/her position for personal leave reasons for four or fewer class periods or four or fewer hours. One (1) day shall be charged against the teacher's personal leave days if the teacher is absent from his/her position for more than four class periods or more than four hours. Employee will receive the substitute rate for each unused personal day at the end of the school year.

**D. Professional Committees**

When approved by the Superintendent of Schools prior to the meeting, the Rossford Board of Education shall pay the cost of a substitute for absence due to attendance at professional meetings by Association officers which are financed by the Rossford Association of Classroom Teachers. The intent of this section is to pay for substitute costs made necessary by meetings which are at some distance from the Rossford District and not to pay substitute costs for meetings in or near the Rossford District. No more than (4) days per school year shall be approved for each officer of the Association.

**E. Jury Duty/Court Appearances/Crisis Response**

1. The Board of Education recognizes the civic responsibility of employees and, therefore, shall honor their call to serve on juries and appear in any proceedings of the State Employment Relations Board

and as witnesses when subpoenaed in any court in any case other than one initiated by the employee.

- a. Such civic service must be verified by a letter from the clerk of courts, stating the days served and total amount of reimbursement for jury duty.
  - b. Employees shall receive their normal pay from the Board for days of jury service and need not turn over their jury duty checks to the Treasurer.
2. The Board of Education further recognizes that civic duties become very important in a humanitarian way. Therefore, the Board will honor an employee's call to serve through a State or National crisis organization that an employee belongs to provided it is an organization approved by a committee consisting of a representative appointed by the Board President, a representative appointed by the Association President, and the Superintendent.
- a. Such membership must be verified through membership documentation.
  - b. Such on site service must be verified through a Crisis Response Coordinator. Verification must include name and phone number of the Crisis Coordinator.
  - c. Employees shall utilize their personal leave, then sick leave, then unpaid leave for days of service rendered. Any stipend received during deployment should be turned over to the Board within thirty (30) days. If the check is not turned over, the Board will deduct the amount from any subsequent paycheck.
  - d. A limit of ten days will be granted per year, unless the Superintendent views more time is appropriate for individual situations related to a crisis situation.
  - e. Employees will notify the Superintendent once the employee has joined a crisis organization that might involve deployment and time served away from the job.
  - f. Deployment involving any branch of the Armed Forces or the National Guard is governed by Federal Law, which supersedes this contract language.



**F. Sabbatical Leave**

Sabbatical leave may be granted the members of the teaching staff in accordance with the following policy:

A Rossford school teacher who has completed five (5) years of service may, with the permission of the Board of Education and the Superintendent of Schools, be entitled to take a leave of absence with one-half (½) pay, for one or two semesters. The teacher shall present to the Superintendent for approval, a plan for professional growth prior to consideration for such leave, and at the conclusion of the leave provide evidence that the plan was followed. The teacher may be required to return to the district at the end of the leave for a period of one (1) year.

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

**G. Parental Leave**

Unpaid parental leave for child care purposes, where no disability is involved, may be granted upon request for a period not to exceed two (2) successive years. Such leave may be granted whether the child is natural or adopted.

The request for such leave shall be submitted to the Superintendent in writing, shall state the date upon which the leave is to begin and the period of time for which such leave is requested. Unless waived by the Superintendent, such request shall be submitted at least six (6) weeks prior to the beginning of the requested leave.

Upon receiving such request, the Superintendent shall make his or her recommendation to the Board of Education and the Board shall act thereon. The Board may require that the termination of such leave coincide with the end of a school year or with the end of a semester.

Upon return to service at the expiration of such leave, the employee shall resume the contract status which he/she held prior to such leave and every effort shall be made to return the employee to the same or to a comparable position held prior to the leave.

## H. **Disability Leave**

Disability leave for personal illness, surgery, injury, pregnancy, childbirth, or related medical conditions shall be granted without pay upon the written request of the employee.

The request for such leave shall be delivered to the Superintendent stating the period for which the leave is requested, and shall be accompanied by, or promptly followed by, a written statement from the employee's physician setting forth the reason for the requested leave and the probable duration of the disability.

In the event of pregnancy, surgery, or other condition where the employee has advance knowledge that the condition will probably result in a request for leave, in addition to the written request provided for above, advance, written notice of the condition shall be given to the Superintendent as promptly as practicable and, in the case of pregnancy and childbirth, at least six (6) weeks before the anticipated date of the leave.

Leave shall initially be granted for a period not to exceed one (1) year, but for no longer than the period of disability. If the disability continues, the employee may make a written request for an additional leave and shall support such request with a second written statement from the physician as to the medical condition of the employee and the probable period of disability. The total period of leave granted for disability shall not exceed two (2) consecutive school years.

Nothing herein shall preclude an employee from using all or a portion of the sick leave to which he/she is entitled prior to the commencement of a leave of absence for disability purposes as provided herein.

Prior to the return to employment, the employee shall furnish to the Superintendent a statement from the physician stating that the disability has terminated or will terminate on a date prior to the return to employment and that the employee is or will be able to perform all of the duties of the position.

Upon return to employment, the employee shall be assigned to the same or a comparable position.

## I. **Sick Leave**

Employees' Cumulative Sick Leave Plan:

1. All accumulations of unused sick leave credits heretofore accrued under prior laws and policies shall remain to the credit of the sick leave account of each employee on the effective date of this plan. Accrued credits shall be allowed to employees transferring their employment

from other boards of education or other political subdivisions in Ohio, provided said credits have been computed under the minimum requirements of the laws of the State of Ohio.

2. On reporting to duty, each new employee with no accumulated sick leave shall be credited with five (5) days sick leave as prescribed by Section 3319.141 of the Ohio Revised Code, except where such five (5) days extend the total days in which case, only such portion of this five (5) days shall be credited as is required to bring the total to give five (5) days for the first four (4) months. These five (5) days are construed as being concurrent with, but not in addition to, the 1-¼ days per month allowed under Section 3319.141 of the Ohio Revised Code. If an employee terminates or is terminated before the employee has earned the five (5) days and has used unearned sick leave days, the Board will deduct the amount for used unearned days from the final pay.
3. At the completion of the fifth (5th) month of service and the completion of each month of service thereafter, 1-¼ days of sick leave shall be credited to the sick leave account of the employee for the actual number of months of service rendered and for which the employee was paid. Sick leave used during the month, if any, shall be deducted.
4. The same monthly accrual of 1-¼ days per month shall continue during the use of the sick leave, provided the employee has not been officially separated from the present payroll.
5. Fifteen (15) days sick leave shall be credited annually as earned to each employee. This leave is effective the first day of employment as it is earned by each employee.
6. The total unused portion of the annual sick leave allowance shall be permitted to accumulate to three hundred (300) days.
  - a. No employee shall forfeit accumulated days during approved leaves of absence.
  - b. Sick leave accumulated prior to a leave of absence shall be credited upon return.
  - c. The same monthly accrual of 1-¼ days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the present payroll.
7. Annual and accumulated sick leave shall be approved by the Superintendent or his/her designee for absence due to personal

illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. An employee may not use sick leave while on an unpaid approved leave of absence. All employees may use their accumulated sick leave allowance as of the first day of their employment year.

8. Emergencies [death's in one's family] for which sick leave may be used are as follows:
  - a. Employees who have a death in the immediate family may be granted a five (5) work day absence with no deduction in pay. The immediate family is to be interpreted to mean father, mother, sister, brother, husband, wife, children, step-parent, step-child, mother-in-law or father-in-law, grandparents, grandchildren, or a person living in the same household. Employees attending the funeral of a relative not in the immediate family and not living in the same household shall be allowed two (2) days with no deduction of pay. If the death of one of the above relatives occurs in another city, and if that city is more than 200 miles away, a total absence of not more than five (5) working days will be allowed with no deduction in pay. Legal holidays are not included as work days. Funeral time will be allowed only if the employee attends the funeral.
  - b. Paid emergency leave in excess of the limitations therein contained may be granted by the Superintendent.
9. An absence form shall be completed by the employee and submitted to the Superintendent immediately upon return to work after the emergency leave. If possible, prior verbal notification should be given to the employee's immediate supervisor.
10. Any employee who is absent because of injury or disease covered by worker's compensation, other than assault by a student, shall be permitted to deduct from annual and accumulated sick and emergency leave the difference between the allowance under Ohio Worker's Compensation Law and his/her regular salary.
11. If school is closed by the Superintendent pursuant to Article 7(B)(3) during a sick leave period, the employee will not be charged with a sick leave day.
12. Any employee whose personal illness extends beyond the termination of his/her accumulated sick leave shall, at his/her written request, be

granted a leave of absence without pay for the duration of such illness, but not to exceed two (2) years.

13. Employees may secure the total number of days accumulated sick leave from the payroll clerk or by checking totals on the check stub.
14. The employee may appeal to the Board of Education in writing for special consideration for additional sick leave because of extreme hardship or in respect to past services.
15. Upon return from an absence covered by sick leave or personal leave, a Certification of Absence form must be signed by each employee. This form may be obtained from and filled out by the secretary in the employee's building and forwarded to the payroll clerk upon completion.

#### J. **Sick Leave Bank**

The Sick Leave Bank (SLB) may only be used for catastrophic injury, non elective surgery, or illness of the employee or immediate family member that causes extended absence from work. Days may not be received from the Bank for absences due to child birth (natural or cesarean section). Allotments will be limited to participating employees as determined by the SLB committee.

A maximum number of days that a person may borrow is forty (40) days.

##### 1. General Procedures

- a. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.

An application will be considered only after a member has used all of his/her accumulated sick days and available sick day advances. Allotment from the Sick Leave Bank will be made only for absences under a member's normal teaching contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.

Days may not be received from the Bank for absences due to disabilities which qualify the member for Workers Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.

Days allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.

- b. A doctor's statement is required with the application in order for the request to be considered. The committee may request a second medical opinion at any time, at the Board's cost and choice of physician.

As a condition to such application, members agree in writing as follows: "I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB committee. All decisions of the SLB committee will be final and binding and are not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the SLB committee, the Rossford Association of Classroom Teachers, and the Rossford Schools."

An employee must make application for STRS disability during the first thirty (30) days of use of the sick leave bank, if the use of the sick leave bank is for the employee's illness. If an employee fails or refuses to make application for STRS disability within thirty (30) days from the date of first draw, they will lose the privilege of using the sick leave bank beyond the initial thirty (30) days. If application for STRS disability is denied, the employee shall continue to use the sick leave bank. This restriction may be waived by the SLB committee.

- c. Allotments from the Sick Leave Bank shall commence on the fourth consecutive day of absence for which a member has no accumulated sick days, and shall be renewed, upon request from the member and approval of the SBC, each ten (10) day payroll period.

The teacher who borrows days will pay back the days at the rate of 5 days per year. When the member accumulates 10 sick days, five will be returned to the bank once each year, until full repayment of days is made.

- 2. Enrollment shall be during the month of September of each school year. New teachers hired after the school year has commenced will have four (4) weeks to enroll.

Unless 60% of the bargaining unit is enrolled by the initial enrollment deadline, the prospective members will have their donated days credited to their accumulated sick leave account and the bank will not be established.

To enroll, a member shall contribute one (1) accumulated sick day to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.

Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.

Whenever the total number of available days in the Sick Leave Bank falls below fifteen (15), the SBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

Contributions to the Sick Leave Bank shall not count against a member's record of perfect attendance.

3. Sick Leave Bank Committee shall be composed as follows:
  - a. The Superintendent or his/her designee.
  - b. Three members appointed by the RACT President.

The SBC shall review and approve or deny all applications to the Sick Leave Bank. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.

The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.

**K. Family and Medical Leave Act of 1993**

The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993. The Board shall require a member to "substitute" (i.e. run concurrently) any of his/her earned or accrued paid sick leave for unpaid FMLA leave.

The Family Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this agreement where it provides greater rights and benefits than the Family Leave Act. To the extent that the Family Leave Act mandates leave rights and benefits in excess of those provided in this agreement, those excess leave of absence rights and benefits shall be accorded to teachers eligible therefore under the act and regulations issued pursuant to it. Each party shall retain all rights accorded to them by the FMLA.

- L. If a member is on a planned leave for a minimum of four (4) weeks and if requested, the member will be provided at least one substitute transition day prior to the leave period for training the substitute on the teacher's duties. In the event that more than one substitute is assigned for the leave period, only one substitute employee will be trained. The administration may provide an additional substitute transition day at its discretion.

## **ARTICLE 11. EVALUATION**

### **A. Evaluation Instrument**

- 1. Teachers shall be evaluated in accordance with state law, Board policy and this Agreement.
- 2. Teachers who meet the following criteria will be evaluated in accordance with (C), below, the current OTES Rubric and the Board's Ohio Teacher Evaluation System Standards-Based Teacher Evaluation Policy, incorporated herein by reference.
  - A. A teacher working under a license issued under Ohio Revised Code Sections R.C. 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least fifty-percent (50%) of his/her time providing content-related student instruction; or
  - B. A teacher working under a permanent certificate issued under R.C. 3319.222 as existed prior to September 2003 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or
  - C. A teacher working under a permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006 who spends at least fifty-percent (50%) of his/her time providing content-related student instruction; or
  - D. A teacher working under a permit issued under R.C. 3319.301 who spends at least fifty-percent (50%) of his/her time providing content-related student instruction.
- 3. Teachers who are not school counselors and who do not meet the definition set forth in (2) above shall be evaluated utilizing the current evaluation instrument.
- 4. School counselors shall be evaluated consistent with state law, Board policy, and the current Ohio School Counselor Evaluation System rubric.
- 5. A. The building principal or another credentialed district employee is responsible for the evaluation.



- B. A teacher shall be entitled to Association representation at any meeting during the evaluation cycle.
- C. The teacher shall have the right to attach a written response to the evaluation.

**B. Teacher Evaluation Committee**

- 1. The Board authorizes the Superintendent to establish and maintain an ongoing Teacher Evaluation Committee, with continuing participation by District teachers. The committee shall be comprised of 5 administrators and 5 association members. The committee will meet annually to discuss changes in the law which may affect teacher evaluations. The committee will update evaluation forms annually and the evaluation forms shall be posted on the human resources website.
- 2. If either party wishes to consider any change or revision to the evaluation policy, procedure or process, including the evaluation instrument, during the term of the agreement, it will discuss the matter with the Committee. If the discussion results in a recommendation by the Committee to change or revise the evaluation procedure or process outlined in this Agreement during the term of the Agreement, then said recommendation shall be subject to ratification by the Board and Association.
- 3. The Committee shall make recommendations to the Superintendent before an evaluation instrument is changed. The Superintendent may accept the Committee's recommendation or reject it or send it back to the Committee for further work, in which case the status quo shall continue. The Committee shall conform the evaluation instruments to state law.

**C. Ohio Teacher Evaluation System**

**1. Definitions**

- a. **OhioES:** Ohio Teacher and Counselor Evaluation System. The method used by the District to electronically report to the Ohio Department of Education (ODE) aggregate final, summative teacher evaluation ratings.
- b. **Evaluation Cycle:** The period of time for the completion of the evaluation procedure.
- c. **Evaluation Instrument:** The process and forms used by the teacher evaluator.

- d. **Evaluator:** The building principal or another credentialed district employee is responsible for the evaluation. The evaluator shall not be a bargaining unit member.

## 2. **Less Frequent Evaluation Cycles**

- a. A continuing contract teacher who receives a rating of “Accomplished” on his/her most recent evaluation shall be evaluated once every three (3) school years, as long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.
- b. A continuing contract teacher who receives a rating of “Skilled” on his/her most recent evaluation shall be evaluated once every two (2) school years, as long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.
- c. In any school year that a teacher is not formally evaluated as a result of section a or b above, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher.

## 3. **Observation**

Teachers shall be observed two times with each observation lasting a minimum of thirty (30) minutes, except as provided below and in (2) above. A teacher may be observed more than two times for each evaluation. At least one formal observation shall be preceded by a conference between the evaluator and the teacher prior to the observation. A conference will be held within two weeks after the observation, unless mutually agreed to be delayed, to review the areas marked.

Teachers on a limited contract who are under consideration of nonrenewal shall receive at least three (3) formal observations, in addition to classroom walkthroughs. A teacher may request a different evaluator for the third observation and the Superintendent may grant that request.

## 4. **Walkthrough/Informal Observation**

A walkthrough/informal observation shall be a short classroom visit not to exceed thirty minutes. Each building principal shall describe the expectations for the walkthrough to teachers. Walkthrough feedback shall be shared in a timely manner with the teacher via the OhioES system to help inform and improve instruction.

**5. Evaluation**

Teachers shall receive one evaluation, except as provided in (2) above. The evaluation shall consist of at least two observations and at least two walkthroughs. The observations will occur at least 10 working days apart, unless mutually agreed to by the teacher and evaluator. The evaluation must be completed by May 1<sup>st</sup> and the teacher shall have access to a written report of the results of the evaluation by May 10<sup>th</sup>.

Informally after each observation, the evaluator has the responsibility of identifying areas of strength, providing constructive criticism and offering constructive assistance to overcome any perceived inadequacies.

**6. Improvement Plans**

Teachers may be required to complete an OTES Improvement Plan. Teachers who receive below expected academic growth with his/her students, receive an ineffective rating on the teacher performance side of the evaluation, or receive an overall ineffective rating shall be required to collaboratively develop the OTES Improvement Plan and complete the OTES Improvement Plan Evaluation with the evaluator.

**7. Due Process**

Teachers who earn an effectiveness rating of “Ineffective” two times during a span of three years may be recommended or considered for removal at the end of the school year.

**D. Personnel Files**

1. Any time a document is placed in an employee's personnel file, a copy of that document will be given to the employee at the same time. No complaint about a teacher should either go into the district's sole official personnel file which is maintained under the Superintendent's direction or be the basis for subsequent personnel action if it has not been reduced to writing and called to the attention of the teacher within five (5) working days of its receipt, and unless and until the complaint procedure has been exhausted. All teachers have the right to inspect their own personnel file (excluding pre-employment records) with an

administrator present in the Board of Education building upon one full working day's notice. Each teacher may copy at cost any material (excluding pre-employment records) placed in his/her personnel file. All teachers shall have the opportunity to attach written comments to any material placed in their file within ten (10) days after first being made aware that such material has been placed in the file. Each teacher may inspect his/her personnel file up to three (3) times in a school year, or more often with the approval of the Superintendent.

2. A teacher may request a review of information alleged to be inaccurate, irrelevant, untimely or incomplete by sending a letter to the Superintendent describing the circumstances. Any information that is alleged to be inaccurate, irrelevant, untimely and incomplete, or letters of reprimand more than three (3) years old shall be reviewed by either the Superintendent/designee or a Committee, at the teacher's option. The teacher may request a meeting with either the Superintendent/designee or Committee. The Committee shall consist of two teachers appointed by the Association and two administrators appointed by the Superintendent. If a majority of this Committee concurs with the allegations, then said information shall be removed from the employee's file. The Superintendent/designee's decision or Committee's decision shall be final.
3. Access to these files should be limited to individuals defined to have access by applicable State and Federal law.

## **ARTICLE 12. COMPENSATION**

### **A. Regular Salary Schedule (Appendix B)**

Effective on the dates below, or such earlier date as is adopted by the Board as the first teacher work day for the new school year, the base salary shall be:

Effective September 1, 2022:	\$43,216
Effective September 1, 2023:	\$44,404
Effective September 1, 2024:	\$45,625

The first figure in each column shall be obtained by multiplying the preceding first figure by 1.03 (only whole dollars carried forward), except as set forth in (E) below.

Each full year step shall be obtained by multiplying the preceding full year step by 1.04 (only whole dollars carried forward). Step 31 is only available to teachers with at least twenty (20) years' experience in the District.

Each bargaining unit member shall receive a one-time payment in the first pay of December of each year as set forth below:

<b>2022</b>	<b>\$2,000</b>
<b>2023</b>	<b>\$1,000</b>
<b>2024</b>	<b>\$1,000</b>

**B. Supplemental Salary Schedule**

Supplemental salaries shall be determined according to the sheets included in Appendix C. The dollar amount shall be determined by multiplying the percentage shown by the base salary for that year.

**C. Experience in Other Schools**

Years of experience outside the Rossford Exempted Village School District shall be translated into accepted experience by the Superintendent and the Board of Education at the time an appointment is made. Military experience also shall be translated into years of experience. The Superintendent may credit a new teacher with a minimum of three years of experience credit for salary schedule placement for experience teaching in another public school district in Ohio. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.

**D. Credit for Additional Training**

1. Teachers qualifying for horizontal movement on the salary schedule will be moved twice per year. Transcripts showing such movements should be in the Superintendent's office by September 15 and March 31.
  - a. In order to qualify for advancement to the MA+15 salary column, the fifteen credit hours beyond the MA level do not require prior written superintendent approval.
  - b. In order to qualify for advancement to the MA+30 salary column, all fifteen credit hours beyond the MA+15 level require prior written superintendent approval.
  - c. The Superintendent's decision regarding the approval of hours for the MA+30 salary column is final and shall not be grievable under the collective bargaining agreement.
2. Adjustments will be made at the next practicable pay period. This arrangement will permit credit for spring and summer quarters to be credited in the fall and for the fall and winter quarters to be credited in

April. Credit beyond the B.S. Degree must be on a graduate level, although upon the recommendation of the Superintendent, the Board of Education may, at the request of the teacher, waive this requirement. It shall be the responsibility of the teacher to furnish transcripts of credits to qualify for movements on the salary schedule.

3. The final three increments on the horizontal scale for degree and additional training of the certified salary schedule shall be Masters plus thirty (30) semester hours (45 quarter hours), Educational Specialist Degree or 45 hours, and Doctorate Degree (Ph.D. or Ed.D.) or 60 hours. Effective September 1, 2016 or the first teacher work day of the 2016-2017 school year, the Educational Specialist Degree or 45 hours column and the Doctorate Degree (Ph.D. or Ed.D.) or 60 hours columns shall be discontinued and removed from the salary schedule. Employees who attained either of these columns prior to September 1, 2016 or the first teacher work day will be grandfathered and paid in accordance with Appendix B.

By September 15, 2007 documentation verifying completion of 60 hours or more must be on file to qualify for moving to the Doctorate column without a Doctorate degree. After that date, accumulating 60 hours may no longer be used to move to the Doctorate column. The plus 60 qualification will be discontinued. Those teachers already meeting the plus 60 qualifications hours will be grandfathered.

To advance on the salary schedule, a teacher must complete additional training applicable to his/her teaching fields. In order for the credit hours to be applied toward the MA+30 column, the hours must have the approval of the Superintendent of Schools and must be graduate hours earned past the awarding of a post-graduate degree. Except as specifically required in this Agreement, these course hours do not have to be part of a directed course of study leading to a higher post-graduate degree.

#### **E. Severance**

Each retiring employee of the Rossford Exempted Village School District shall, upon application, be entitled to receive payment for one-fourth ( $\frac{1}{4}$ ) of his/her accrued but unused sick leave provided that accrued and unused sick leave for purposes of this computation shall not exceed three hundred (300).

1. Each retiring employee's eligibility for payment based upon accrued but unused sick leave shall be determined as of the final date of employment and under the following conditions and criteria:

- a. The employee must have had not less than five (5) years of service with this school district, the State of Ohio, its political subdivisions, or any combination thereof;
  - b. The employee actually terminates his or her employment with the district and retires;
  - c. The words "retires" or "retirement", as used herein, mean disability or service retirement under any state, municipal, or other political subdivision retirement system in the state;
  - d. If the employee is otherwise eligible for retirement, except for attainment of retirement age, he/she shall be entitled to payment of accrued but unused sick leave if he/she attains retirement age during the twelve (12) month period following the date on which his/her employment is terminated;
  - e. The employee must, at the time of receiving his/her payment as provided herein, certify that all of the conditions and criteria set forth in this policy have been met, and shall supply such proof or documentation as may reasonably be required.
2. Payment as provided herein may be made in one (1) or two (2) equal payments to the persons entitled thereto at the teacher's discretion. The first payment shall be made as soon as practicable after the employee receives his/her first retirement check from the retirement system. The second payment, if applicable, will be made to the retirant no later than June 30 of the next fiscal year.
  3. The amount of benefit due the retiring employee shall be determined by:
    - a. Multiplying the employee's accrued but unused sick leave by one-fourth ( $\frac{1}{4}$ ); up to a maximum of 300 days.
    - b. Dividing the annual salary of the employee (including supplemental pay) by the number of required work days to obtain the per diem rate;
    - c. Multiplying the product of "a" above by the per diem rate;
    - d. The amount of the payment calculated in Steps "a", "b", and "c" above shall not exceed the value of seventy-five (75) days of accrued but unused sick leave at employee's per diem rate.

4. Receipt of payment for accrued but unused sick leave shall eliminate all other sick leave credit accrued but unused by the employee.
5. Sick leave accrued but unused in the State of Ohio or other political subdivisions shall be transferable and allowable in the total accumulation providing the proper certification has been submitted by the Treasurer of the State or other political subdivision to the Treasurer of this district.
6. Through August 31, 2024, each bargaining unit member retiring from the Rossford Exempted Village Schools as set forth above shall receive as severance pay the greater of the amount defined above in (3) or two (2) days of severance pay per year of service in the Rossford Schools.

Effective September 1, 2024, each bargaining unit member retiring from the Rossford Exempted Village Schools as set forth above shall receive as severance pay the greater of the amount defined in (3) above or one (1) day of severance pay per year of service in the Rossford Schools.

**F. Worker's Compensation**

1. All employees of the Board of Education are protected under the State Worker's Compensation Act of Ohio in case of injury or death incurred in the course of and arising out of their employment.
2. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor and the employee shall complete necessary documentation.
3. In an effort to control worker's compensation a joint safety and health committee will oversee safety issues of the district. This committee will be comprised of the school nurse, the director of building and grounds, and a certificated and classified representative from each school building. These representatives will decide how they are to evaluate safety and health issues of the district. Issues will be brought to the attention of Administration.
4. The possibility of developing a Transitional Work Policy will be discussed through the LMC committee. Such a policy would constitute a change of working conditions that has the potential of affecting any bargaining unit member; therefore, it will need to be voted upon by both sides for final approval/agreement.



**G. Extended Time**

Position	Number of Extended Days*	
	Minimum	Discretionary
Elementary School Counselors	5	5
Junior/Senior High School Counselors	10	10
Library/Media Specialists	2	3
High School Band	5	5
Music Teachers (Band Start-up)	2	2
School Psychologists	0	10

\*The number of extended days listed are applicable to each staff member in said position. The supervising administrator for each teacher working extended time may assign additional discretionary days of extended time up to the totals listed above if necessary. If the teacher and the supervising administrator mutually agree, any of the minimum extended days may be eliminated and will not be compensated. Extended time may be worked in full or half day increments. A half day is four hours, a full day is the full contracted work day. Extended time must be used within the fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>) of the current school year.

**H. Hourly Rate**

The determination of the Hourly Rate should be based on the index of the base salary. The hourly rate for tutors and RTI Core Team Members shall be at the rate set forth below for each hour worked with fringe benefits as specified by the Board of Education policy. Any hours worked above the normal workday, before or after school, shall be submitted on a timesheet for payment.

Effective September 1, 2022: \$30.35  
 Effective September 1, 2023: \$31.18  
 Effective September 1, 2024: \$32.04

**I. Response to Intervention (RTI)**

1. Core Team members up to 6 per building shall have the option of being compensated up to two (2) hours per week.
2. School Counselors will also be paid the same as core team members when in attendance at RTI meetings.
3. The teacher bringing the case to the core committee shall not be paid since it is his/her professional responsibility to do so.

**J. Summer School**

Summer School teachers shall be paid at the per diem hourly rate of teachers on the BA column with four (4) years experience for each hour worked.

**K. Early Retirement Incentive Bonus Plan**

If changes occur with STRS retirement eligibility, the Board, in consultation with and upon agreement of the Association, may offer an early retirement incentive program.

**L. Homebound Instruction**

In August a list of potential tutors for students who require homebound instruction will be developed. All certified staff may submit their name for consideration at any time. The list of pre-approved tutors will be kept on file at the board office. There will not be job postings for math positions. For hiring purposes, priority will be given to:

1. The teacher who is mainly responsible for the student in the subject area(s) for which instruction will be provided.
2. Other teacher certified for subject area(s) within the student's building.
3. Other teacher within the district.
4. Board approved subs.

**M. Mileage Reimbursement**

Bargaining unit members shall be reimbursed for authorized travel in their employment at the IRS rate that is in effect on July 1 at the beginning of the July 1 – June 30 school fiscal year for travel in that fiscal year.

**N. Licensure Renewal Reimbursement**

The Board shall reimburse bargaining unit members up to \$300.00 towards the cost of renewing the bargaining unit member's current license for his or her current position, including the cost for criminal records check and fingerprints.

**ARTICLE 13. PAYROLL DEDUCTIONS**

- A. The Board of Education authorizes the Treasurer to make mandatory payroll deductions and optional payroll deductions upon the request of the employee.

1. Mandatory Deductions

- a. Federal income tax
- b. State income tax
- c. Local income tax
- d. Retirement
- e. Medicare where required

2. Optional Deductions

- a. U.S. savings [open enrollment date - anytime]
- b. Educator's insurance [open enrollment date - Fall]
- c. Sun Federal Credit Union [open enrollment date - September 1]
- d. Check-off of dues, fees, contributions and assessments
- e. All tax-sheltered annuities
- f. Health savings account deductions

1. The Employer will deduct dues, fees, contributions and assessments owed the Association, and contributions for support of the local levy committee, from the paycheck of all employees who have voluntarily signed proper legal authorizations for such deductions and who are covered by this Agreement.

Such deductions will not be made on behalf of any labor organization other than Rossford Association of Classroom Teachers.

The Employer further agrees to remit to the Secretary-Treasurer of the Association over fifteen (15) pay periods starting with the second pay in October all union dues, contributions and assessments so deducted from the paychecks of the employees.

Contributions for the local levy committee shall be deducted in accordance with the required laws and regulations pertaining to levy campaigns.

2. The Association agrees to save the Employer harmless with respect to the deductions made and paid to it in accordance with the provisions hereof, and in the event deductions shall be made which should not have been made, the Association shall be responsible to return such monies to the employee or employees affected.

3. If a member revokes the Board's authority for payroll deductions for Association dues, no further deductions shall be made and the dispute shall be handled between the Association and the former member. Such disputes shall not be subject to the grievance procedure.

e. ANNUITIES — See the following Section B.

## B. Procedures for Employee Tax Sheltered Annuities

In implementing the program of tax sheltered annuities, the following policy and procedures will apply:

1. As used hereafter, "Annuity" refers to either a Retirement Annuity Contract or a Retirement Income Contract. In the latter case, the guaranteed incidental life insurance protection must not exceed the guaranteed monthly benefit by more than one hundred (100) times, as provided in the Internal Revenue Code and applicable regulations and rulings.
2. Individual contract annuities embodying the "Tax Sheltered" benefits of Sections 403(b), 125, 457 and 529 Revenue Code of 1954, as amended, may be purchased for employees from any insurance company which:
  - a. Has been approved by the Superintendent of Insurance of the State of Ohio to issue such annuity contracts;
  - b. Has agreed to comply with the administrative rules and procedures for employee tax sheltered annuities issued by the Treasurer.
3. The following documents must be properly completed and filed in the office of the Treasurer:
  - a. Application of an Insurance Company to be designated to furnish individual Contract Annuities [to be filed only once by each company].
  - b. Amendment to Employment Contract in triplicate; the effective date shall be the first day of the pay period for which the salary reduction is applied to the premium. Indicate annual reduction.
  - c. Original and copy of the Retirement Annuity Application form of insurance company showing the beginning date of the premium and the amount of the monthly premium.

4. Premiums will have to be even dollar amounts.
5. Neither the Board of Education nor any of its officers or employees assume any responsibility whatsoever for negligence, mistake of inadvertence, nor for computing the exclusion allowance and determining that the premiums are fully excludable from current taxable income.
6. In the case of retirement income contracts providing "incidental life" insurance, the company shall furnish the Treasurer at the end of each calendar year, with a statement of the cost of this insurance, for further reporting of the Treasurer on the individual's Form W-2 as taxable income.
7. Retirement Annuity - only contracts may be converted to Retirement Income Contracts at any time if the employee is an acceptable insurance risk and providing the monthly premium remains unchanged. Appropriate forms affecting this conversion shall be submitted to the Treasurer.
8. Annuity contracts will be accepted at any time and will be deducted no later than thirty (30) days after receipt of properly executed paperwork from all applicable insurance companies.
9. No insurance company representative will be permitted to contact employees during school hours.
10. The Rossford Exempted Village Schools Board of Education will not recommend any one particular insurance company.
11. Annuitants may have up to two (2) tax sheltered annuities.
12. An additional annuity written by the same insurance company must be accompanied by a transmittal letter indicating the total amount of the contracts rather than the new policy amount only.
13. Effective immediately, any insurance company seeking to enlist in the Rossford Exempted Village Schools Board of Education Tax Sheltered Annuity Program must have a minimum of five (5) approved annuity applications. Companies presently serving annuity clients are excluded from this requirement. If, at any time, an insurance provider's membership drops to "0" that company will be removed from the list. Companies recognized by the Board of Education are listed below.
  - a. Aetna Variable Annuity Life Insurance Company
  - b. American Fidelity Assurance Company

- c. Mass Mutual of VA
- d. Mass Mutual Company (Old Connecticut Mutual)
- e. MG Trust
- f. Ohio Deferred Compensation
- g. Oppenheimer Funds Services
- h. Security First
- i. State Farm Insurance
- j. Variable Annuity Life Insurance Company  
Voya 403b  
Voya 457
- k. Western Reserve Life Assurance Company
- l. Wisconsin National Life Insurance Company

## **ARTICLE 14. INSURANCE**

### **A. Health Insurance**

#### **1. PPO Health Insurance Plan**

The Board of Education shall continue to provide low-deductible PPO health insurance. For the duration of this Agreement, the plan shall be the Wood County Benchmark plan in effect as of July 1, 2022. Plan design information and benefits summaries will be provided to employees upon hire, during open enrollment, and will be posted on the human resources website. Participating employees shall pay ten percent (10%) of the cost of the premium for single or family coverage for the PPO health insurance plan.

#### **2. High Deductible Health Plan with a Health Savings Account**

The Board of Education shall offer a high deductible health plan paired with a health savings account. For the duration of this Agreement, the plan shall be the Wood County Benchmark consumer driven plan in effect as of July 1, 2022. Plan design information and benefit summaries will be provided to employees upon hire, during open enrollment, and will be posted on the human resources website. For 2022-2025, the Board will pay the full cost of the premium for this plan.

The High Deductible Health Plan (HDHP) paired with a Health Savings Account (HSA) offered by the Board will conform to the minimum deductible or any other minimum requirements required by the IRS regulations for the plan to be tax-advantaged, including minimums for embedded deductibles. Where such minimums are

increased by the IRS, the minimums will automatically be increased for employee contributions under the plan.

- a. Any staff member who selects the high deductible health plan will receive a Board contribution to a health savings account from the date of enrolling in the plan. The contributions shall be:

	Family Plan	Single Plan
Year One	\$3,000	\$1,000
Year Two	\$2,000	\$1,000
Year Three	\$2,000	\$1,000
Subsequent Years	\$1,000	\$500

- b. Part time teachers shall receive a 50% prorated portion of the above amounts. An employee who selects the high deductible health plan may return to the PPO plan at a future open enrollment period prior to August 31, 2025. An employee is only permitted to opt from the high deductible plan back to the PPO plan one time. If an employee returns to the HDHP plan at a subsequent open enrollment, he or she will only be eligible for the payment specified above based on the year of initial enrollment in the plan. For example, an employee who initially elects the HDHP family plan will receive the “Year One” \$3,000 payment for the initial year. If they revert to a PPO plan the following year, then return to the HDHP family plan in a future year, they would receive the “Year Two” payment.
- c. Teachers may make additional contributions consistent with IRS regulations by payroll deductions. In the event that the Board contribution is deposited in a lump sum at the beginning of the plan year, teachers who leave the insurance plan for any reason during the twelve-month period shall reimburse the Board at a rate of one-twelfth of the Board paid contribution for each month that the teaching staff member is no longer in the plan. Teachers hired after the sixth month of the plan year shall receive a prorated Board contribution based on the number of months in District employment during the year.
- d. In the event that an employee becomes legally ineligible to receive contributions to a health savings account, it is the responsibility of the employee to promptly inform the District Treasurer, in writing , of his or her ineligibility.

**B. Life Insurance:**

The Board will continue to pay 100% of the life insurance premium and the amount of coverage is \$50,000.00.

**C. Dental Insurance**

The Board of Education will provide at its cost a dental insurance plan. Benefits summaries will be provided to employees upon hire, during open enrollment, and will be posted on the human resources website.

**D. Vision Insurance**

The Board shall provide vision insurance. Benefits summaries will be provided to employees upon hire, during open enrollment, and will be posted on the human resources website.

E. The Board may institute a private review and educational program similar to "PREview" or "Cost Care" programs.

**F. Medical Waiver Option**

1. Full-time teachers may waive their right to medical insurance for one (1) full benefit year (September 1 through August 31). Teachers waiving this right will receive a lump sum payment on the first pay period following the completion that benefit year in accordance with the following schedule:

Full-time teachers waiving individual coverage	\$1,500
Full-time teacher waiving family coverage	\$2,000

2. In the event of a change in the need for coverage due to a major life event causing the loss of the teacher's alternate source of insurance during the waiver year (death, change in marriage status, loss of job), the teacher may reinstate coverage effective the first day of the following month without having to meet any pre-existing condition requirement provided he/she has filed the proper application card with the office of the Treasurer. Such re-entry into the insurance program will nullify the bargaining unit member from receiving the Health Care Insurance Waiver payment as originally declared.

3. Should a teacher elect to participate in the program, the teacher must complete the waiver of coverage form by August 1 or the first day of employment, whichever comes last of each year. Participation shall require completion of the form each year. A teacher who withdraws from the program may not re-enter again until the following year, except for the conditions established in paragraph two, above.



4. This waiver of coverage option is not available when both spouses are employed by the Rossford Board of Education.
- G. The Board shall comply with the Patient Protection and Affordable Care Act provisions that are effective January 1, 2014. The Board plan shall be available to full-time employees, determined through a 12-month "look-back" period, in accordance with PPACA and Treasury regulations. The Board shall seek input from LMC and bargain as necessary to reach agreement about legal changes affecting the bargaining unit (including revisiting the look-back period, as needed).

## **ARTICLE 15. STRS PICKUP**

Effective upon ratification by the Union and approval by the Board, the Board shall designate each employee's mandatory contributions to the School Teachers Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by then-current percentage amount of the employee's mandatory School Teachers Retirement System of Ohio contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the School Teachers Retirement System of Ohio increased thereby.

## **ARTICLE 16. COLLEGE TUITION REIMBURSEMENT**

As an incentive for bargaining unit members to remain current with subject matter information, teaching techniques, educational fields, as well as encouragement to obtain additional certificate/license in their areas and/or service area needs like guidance, speech and hearing, library, administration, etc., the Board will appropriate a pool of twelve thousand (\$12,000) per fiscal year (July 1 – June 30) and will distribute it according to the procedures below.

Procedures:

1. It is the understanding that courses must be graduate level in pursuit of the individual's initial Master's Degree. With prior approval by the Superintendent, courses may be approved for certification to teach College

Credit Plus courses at Rossford. The courses must be aligned with the member's Individual Professional Development Plan.

2. Bargaining Unit Members must submit a transcript certifying satisfactory completion of credits, a Bursar receipt, a reimbursement form to the district treasurer by September 15, and a copy of the member's Individual Professional Development Plan. If a transcript has not been issued by September 1, a letter from a professor will suffice as verification of successful completion of course.
3. If the total amount of reimbursements submitted is less than or equal to \$12,000, employees receive full reimbursement. If the total amount requested exceeds \$12,000, then the amount will be based on the percentage of the total hours submitted/requested.
4. Reimbursement will be issued by the second check in November.
5. A disbursement committee shall be established to be composed of two designees of the Superintendent, two designees of the President of RACT, and one designee from the LPDC determined by the LPDC.

## **ARTICLE 17. DURATION**

This Agreement shall be in effect as of September 1, 2022, and shall continue in effect through August 31, 2025, at which time it will expire.

Agreements reached between the parties shall become binding upon the Board of Education and the Rossford Association of Classroom Teachers immediately following the ratification by the Association and adoption by the Rossford Board of Education.

This agreement shall automatically renew from year to year unless notice of desire to amend, modify or terminate this agreement is given by either party at least sixty (60) days prior to August 31, 2025, or the anniversary date of any such renewal.

Date: 8-16-22

Date: 8-15-2022

Rossford Association of Classroom Teachers

Miki Hodge  
Miki Hodge, President

Scott Dorn  
Scott Dorn, Negotiating Team

Matt Schlatter  
Matt Schlatter, Negotiating Team

Jen Yoder  
Jen Yoder, Negotiating Team

Dawn Mikolas  
Dawn Mikolas, Negotiating Team

Deb Pitzer  
Deb Pitzer, Negotiating Team

Carrie Rathleind  
Carrie Rathleind, Negotiating Team

Rossford Board of Education

Dan Creps  
Dan Creps, Superintendent

James Rossler Jr.  
James Rossler Jr., Treasurer

Megan Spangler  
Megan Spangler, Director of Human Resources

Erin Perry  
Erin Perry, Negotiating Team

Tiffany L. Densic  
Tiffany Densic, Negotiating Team

R. Kent Murphree  
Kent Murphree, Negotiating Team

Dawn Burks  
Dawn Burks, President

**Appendix A-1**

**ROSSFORD EXEMPTED VILLAGE SCHOOLS**

**GRIEVANCE REPORT - FORM A**

Grievant's Name \_\_\_\_\_

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

Step of Grievance Procedure # \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Appendix A-2**

**ROSSFORD EXEMPTED VILLAGE SCHOOLS**

**GRIEVANCE REPORT - FORM B**

Administrator Making Disposition \_\_\_\_\_

Step of Grievance Procedure # \_\_\_\_\_

Statement of Disposition \_\_\_\_\_

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Appendix A-3**

**ROSSFORD EXEMPTED VILLAGE SCHOOLS  
GRIEVANCE REPORT - FORM C**

Grievant's Name \_\_\_\_\_

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

Step of Grievance Procedure # \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Appendix A-4**

**ROSSFORD EXEMPTED VILLAGE SCHOOLS**

**GRIEVANCE REPORT - FORM D**

Administrator Making Disposition \_\_\_\_\_

Step of Grievance Procedure # \_\_\_\_\_

Statement of Disposition \_\_\_\_\_

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Appendix A-5**

**ROSSFORD EXEMPTED VILLAGE SCHOOLS**

**GRIEVANCE REPORT - FORM E**

Grievant's Name \_\_\_\_\_

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

Step of Grievance Procedure # \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_



Rossford Board of Education  
 Salary Index

Steps	BA	BA15	BA30	MA	MA15	MA30	Grandfathered as of 9-1-16	
							SPEC or 45 hours	DOCT or 60 hours
0	1.0000	1.0455	1.0927	1.1255	1.1767	1.2299	1.2668	1.3048
1	1.0400	1.0873	1.1364	1.1705	1.2237	1.2791	1.3174	1.3570
2	1.0816	1.1308	1.1819	1.2174	1.2727	1.3302	1.3701	1.4112
3	1.1249	1.1760	1.2292	1.2660	1.3236	1.3834	1.4249	1.4677
4	1.1699	1.2230	1.2783	1.3167	1.3765	1.4388	1.4819	1.5264
5	1.2167	1.2719	1.3295	1.3694	1.4316	1.4963	1.5412	1.5875
6	1.2653	1.3228	1.3826	1.4241	1.4889	1.5562	1.6029	1.6510
7	1.3159	1.3757	1.4380	1.4811	1.5484	1.6184	1.6670	1.7170
8	1.3686	1.4308	1.4955	1.5403	1.6103	1.6832	1.7337	1.7857
9	1.4233	1.4880	1.5553	1.6019	1.6748	1.7505	1.8030	1.8571
10	1.4802	1.5475	1.6175	1.6660	1.7417	1.8205	1.8751	1.9314
11	1.5395	1.6094	1.6822	1.7327	1.8114	1.8933	1.9501	2.0086
12		1.6738	1.7495	1.8020	1.8839	1.9691	2.0281	2.0890
13				1.8741	1.9592	2.0478	2.1093	2.1725
15	1.6010	1.7408	1.8195	1.9490	2.0376	2.1297	2.1936	2.2594
18	1.6651	1.8104	1.8922	2.0270	2.1191	2.2149	2.2814	2.3498
23				2.1081	2.2039	2.3035	2.3726	2.4438
25	1.7317	1.8828	1.9679	2.1924	2.2920	2.3957	2.4675	2.5416
31	1.8009	1.9581	2.0467	2.2801	2.3837	2.4915	2.5662	2.6432

Rossford Board of Education  
 Salary Index

Steps	BA	BA15	BA30	MA	MA15	MA30	Grandfathered as of 9-1-16	
							SPEC or 45 hours	DOCT or 60 hours
0	43,216	45,180	47,223	48,640	50,851	53,150	54,745	56,387
1	44,945	46,987	49,112	50,586	52,885	55,276	56,935	58,643
2	46,742	48,867	51,077	52,609	55,000	57,487	59,212	60,988
3	48,612	50,822	53,120	54,713	57,200	59,787	61,580	63,428
4	50,557	52,854	55,245	56,902	59,488	62,178	64,044	65,965
5	52,579	54,969	57,454	59,178	61,868	64,665	66,605	68,604
6	54,682	57,167	59,753	61,545	64,342	67,252	69,270	71,348
7	56,869	59,454	62,143	64,007	66,916	69,942	72,040	74,202
8	59,144	61,832	64,628	66,567	69,593	72,740	74,922	77,170
9	61,510	64,305	67,213	69,230	72,376	75,649	77,919	80,256
10	63,970	66,878	69,902	71,999	75,271	78,675	81,036	83,467
11	66,529	69,553	72,698	74,879	78,282	81,822	84,277	86,805
12		72,335	75,606	77,874	81,414	85,095	87,648	90,278
13				80,989	84,670	88,499	91,154	93,889
15	69,190	75,228	78,630	84,229	88,057	92,039	94,800	97,644
18	71,958	78,237	81,775	87,598	91,579	95,721	98,592	101,550
23				91,102	95,242	99,549	102,536	105,612
25	74,836	81,367	85,046	94,746	99,052	103,531	106,637	109,836
31	77,830	84,622	88,448	98,536	103,014	107,673	110,903	114,230

Rossford Board of Education  
 Salary Index

Steps	BA	BA15	BA30	MA	MA15	MA30	Grandfathered as of 9-1-16	
							SPEC or 45 hours	DOCT or 60 hours
0	44,404	46,422	48,521	49,977	52,249	54,611	56,250	57,937
1	46,180	48,279	50,462	51,976	54,338	56,796	58,500	60,255
2	48,027	50,210	52,481	54,055	56,512	59,068	60,840	62,665
3	49,948	52,219	54,580	56,217	58,773	61,430	63,273	65,171
4	51,946	54,307	56,763	58,466	61,123	63,888	65,804	67,778
5	54,024	56,480	59,034	60,805	63,568	66,443	68,436	70,489
6	56,185	58,739	61,395	63,237	66,111	69,101	71,174	73,309
7	58,433	61,088	63,851	65,766	68,756	71,865	74,021	76,241
8	60,770	63,532	66,405	68,397	71,506	74,739	76,982	79,291
9	63,201	66,073	69,061	71,133	74,366	77,729	80,061	82,463
10	65,729	68,716	71,824	73,978	77,341	80,838	83,263	85,761
11	68,358	71,465	74,697	76,937	80,434	84,072	86,594	89,192
12		74,323	77,684	80,015	83,652	87,434	90,058	92,759
13				83,216	86,998	90,932	93,660	96,470
15	71,092	77,296	80,792	86,544	90,478	94,569	97,406	100,328
18	73,936	80,388	84,023	90,006	94,097	98,352	101,302	104,342
23				93,606	97,861	102,286	105,355	108,515
25	76,893	83,604	87,384	97,350	101,775	106,377	109,569	112,856
31	79,969	86,948	90,880	101,244	105,846	110,633	113,951	117,370

Rossford Board of Education  
 Salary Index

Steps	BA	BA15	BA30	MA	MA15	MA30	Grandfathered as of 9-1-16	
							SPEC or 45 hours	DOCT or 60 hours
0	45,625	47,699	49,856	51,351	53,685	56,113	57,796	59,530
1	47,450	49,607	51,850	53,405	55,833	58,358	60,108	61,911
2	49,348	51,591	53,924	55,542	58,066	60,692	62,513	64,388
3	51,322	53,655	56,081	57,763	60,389	63,119	65,013	66,963
4	53,375	55,801	58,324	60,074	62,804	65,644	67,614	69,642
5	55,510	58,033	60,657	62,477	65,316	68,270	70,318	72,428
6	57,730	60,354	63,083	64,976	67,929	71,001	73,131	75,325
7	60,039	62,768	65,607	67,575	70,646	73,841	76,056	78,338
8	62,441	65,279	68,231	70,278	73,472	76,795	79,098	81,471
9	64,939	67,890	70,960	73,089	76,411	79,866	82,262	84,730
10	67,536	70,606	73,799	76,013	79,467	83,061	85,553	88,119
11	70,238	73,430	76,751	79,053	82,646	86,383	88,975	91,644
12		76,367	79,821	82,215	85,952	89,839	92,534	95,310
13				85,504	89,390	93,432	96,235	99,122
15	73,047	79,422	83,013	88,924	92,965	97,170	100,085	103,087
18	75,969	82,599	86,334	92,481	96,684	101,056	104,088	107,211
23				96,180	100,551	105,099	108,252	111,499
25	79,008	85,903	89,787	100,027	104,574	109,303	112,582	115,959
31	82,168	89,339	93,379	104,028	108,756	113,675	117,085	120,597

	A	B	C	D	E	F	G	I	J	K	L	M
1	Position							Index	2022-2023	2023-2024	2024-2025	
2	<b>Junior-Senior High</b>											
3	<b>INDIRECT STUDENT SUPPORT</b>											
4	Athletic Director - Junior High (80 minutes)							0.16	6,915	7,105	7,300	
5	Building Technology Representative							0.07	3,025	3,108	3,194	
6	Building Technology Representative							0.07	3,025	3,108	3,194	
7	Concession Stand Coordinator							0.12	5,186	5,328	5,475	
8	Department Head							0.06	2,593	2,664	2,738	
9	Mentor							0.03	1,296	1,332	1,369	
10	PBIS Coordinator							0.03	1,296	1,332	1,369	
11	PBIS Coordinator							0.03	1,296	1,332	1,369	
12	PBIS Coordinator							0.03	1,296	1,332	1,369	
13	Site Manager - High School							0.14	6,050	6,217	6,388	
14	<b>STUDENT ACTIVITIES - ATHLETICS</b>											
15	Baseball - Varsity							0.15	6,482	6,661	6,844	
16	Baseball - Varsity Assistant (if a team)							0.10	4,322	4,440	4,563	
17	Baseball - Varsity Assistant (if a team)							0.10	4,322	4,440	4,563	
18	Basketball - Boys Varsity							0.21	9,075	9,325	9,581	
19	Basketball - Boys Varsity Assistant							0.14	6,050	6,217	6,388	
20	Basketball - Boys Varsity Assistant							0.14	6,050	6,217	6,388	
21	Basketball - Boys Freshman							0.11	4,754	4,884	5,019	
22	Basketball - Girls Varsity							0.21	9,075	9,325	9,581	
23	Basketball - Girls Varsity Assistant							0.14	6,050	6,217	6,388	
24	Basketball - Girls Varsity Assistant							0.14	6,050	6,217	6,388	
25	Basketball - Girls Freshman							0.11	4,754	4,884	5,019	
26	Basketball - Junior High Boys							0.09	3,889	3,996	4,106	
27	Basketball - Junior High Boys							0.09	3,889	3,996	4,106	
28	Basketball - Junior High Boys Assistant							0.03	1,296	1,332	1,369	
29	Basketball - Junior High Girls							0.09	3,889	3,996	4,106	
30	Basketball - Junior High Girls							0.09	3,889	3,996	4,106	
31	Basketball - Junior High Girls Assistant							0.03	1,296	1,332	1,369	
32	Bowling							0.09	3,889	3,996	4,106	
33	Cheerleading - Advisor							0.12	5,186	5,328	5,475	
34	Cheerleading - Assistant Advisor							0.08	3,457	3,552	3,650	
35	Cheerleading - Junior High Advisor							0.09	3,889	3,996	4,106	
36	Cross Country - Varsity							0.12	5,186	5,328	5,475	
37	Cross Country - Varsity Assistant (if over 10)							0.09	3,889	3,996	4,106	
38	Cross Country - Junior High							0.08	3,457	3,552	3,650	
39	Cross Country - Junior High Assistant (if over 10)							0.06	2,593	2,664	2,738	
40	Dance - Team Director							0.11	4,754	4,884	5,019	
41	Football - Varsity							0.21	9,075	9,325	9,581	
42	Football - Assistant Varsity							0.14	6,050	6,217	6,388	
43	Football - Assistant Varsity							0.14	6,050	6,217	6,388	
44	Football - Assistant Varsity							0.14	6,050	6,217	6,388	
45	Football - Assistant Varsity							0.14	6,050	6,217	6,388	
46	Football - Freshman (if a team)							0.11	4,754	4,884	5,019	
47	Football - Freshman (if a team)							0.11	4,754	4,884	5,019	
48	Football - Junior High							0.09	3,889	3,996	4,106	
49	Football - Junior High							0.09	3,889	3,996	4,106	
50	Football - Junior High							0.09	3,889	3,996	4,106	
51	Football - Junior High							0.09	3,889	3,996	4,106	
52	Golf - Varsity Boys							0.13	5,618	5,773	5,931	
53	Golf - Varsity Boys Assistant (if over 9)							0.07	3,025	3,108	3,194	
54	Golf - Varsity Girls							0.13	5,618	5,773	5,931	
55	Golf - Varsity Girls Assistant (if over 9)							0.07	3,025	3,108	3,194	
56	Soccer - Varsity Boys							0.13	5,618	5,773	5,931	
57	Soccer - Varsity Boys Assistant (if over 18)							0.08	3,457	3,552	3,650	
58	Soccer - Varsity Girls							0.13	5,618	5,773	5,931	
59	Soccer - Varsity Girls Assistant (if over 18)							0.08	3,457	3,552	3,650	
60	Softball - Varsity							0.15	6,482	6,661	6,844	
61	Softball - Assistant Varsity (if a team)							0.10	4,322	4,440	4,563	

	A	B	C	D	E	F	G	I	J	K	L	M	
62	Softball - Assistant Varsity (if a team)							0.10	4,322	4,440	4,563		
63	Strength Coach (0.03 for 12 weeks)							0.03	1,296	1,332	1,369		
64	Strength Coach (0.03 for 12 weeks)							0.03	1,296	1,332	1,369		
65	Strength Coach (0.03 for 12 weeks)							0.03	1,296	1,332	1,369		
66	Strength Coach (0.03 for 12 weeks)							0.03	1,296	1,332	1,369		
67	Tennis - Varsity Boys							0.11	4,754	4,884	5,019		
68	Tennis - Varsity Boys Assistant (if over 12)							0.05	2,161	2,220	2,281		
69	Tennis - Varsity Girls							0.11	4,754	4,884	5,019		
70	Tennis - Varsity Girls Assistant (if over 12)							0.05	2,161	2,220	2,281		
71	Track - Varsity							0.15	6,482	6,661	6,844		
72	Track - Assistant Varsity							0.10	4,322	4,440	4,563		
73	Track - Assistant Varsity							0.10	4,322	4,440	4,563		
74	Track - Assistant Varsity							0.10	4,322	4,440	4,563		
75	Track - Junior High							0.08	3,457	3,552	3,650		
76	Track - Junior High							0.08	3,457	3,552	3,650		
77	Track - Junior High							0.08	3,457	3,552	3,650		
78	Track - Junior High							0.08	3,457	3,552	3,650		
79	Volleyball - Varsity							0.15	6,482	6,661	6,844		
80	Volleyball - Assistant Varsity							0.10	4,322	4,440	4,563		
81	Volleyball - Assistant Varsity							0.10	4,322	4,440	4,563		
82	Volleyball - Freshman (if a team)							0.09	3,889	3,996	4,106		
83	Volleyball - Junior High							0.08	3,457	3,552	3,650		
84	Volleyball - Junior High							0.08	3,457	3,552	3,650		
85	Wrestlerette - Advisor Boys & Girls							0.06	2,593	2,664	2,738		
86	Wrestlerette - Assistant Advisor Boys & Girls							0.03	1,296	1,332	1,369		
87	Wrestlerette - Junior High Boys & Girls Advisor							0.03	1,296	1,332	1,369		
88	Wrestling - Varsity Boys							0.18	7,779	7,993	8,213		
89	Wrestling - Varsity Boys Assistant (if over 10)							0.12	5,186	5,328	5,475		
90	Wrestling - Varsity Boys Assistant (if over 22)							0.10	4,322	4,440	4,563		
91	Wrestling - Varsity Girls							0.18	7,779	7,993	8,213		
92	Wrestling - Varsity Girls Assistant (if over 10)							0.12	5,186	5,328	5,475		
93	Wrestling - Varsity Girls Assistant (if over 22)							0.10	4,322	4,440	4,563		
94	Wrestling - Junior High Boys							0.08	3,457	3,552	3,650		
95	Wrestling - Junior High Boys (if over 12)							0.08	3,457	3,552	3,650		
96	Wrestling - Junior High Girls							0.08	3,457	3,552	3,650		
97	Wrestling - Junior High Girls (if over 12)							0.08	3,457	3,552	3,650		
98	<b>STUDENT ACTIVITIES</b>												
99	Activity Coordinator							0.02	864	888	913		
100	Activity Coordinator							0.02	864	888	913		
101	Activity Coordinator							0.02	864	888	913		
102	Art Club							0.02	864	888	913		
103	Art Club							0.02	864	888	913		
104	Book Club							0.02	864	888	913		
105	Color Guard Advisor							0.03	1,296	1,332	1,369		
106	Chess							0.05	2,161	2,220	2,281		
107	Choral Director							0.08	3,457	3,552	3,650		
108	Choral Piano Accompaniment							0.03	1,296	1,332	1,369		
109	Class Advisor - Freshman							0.03	1,296	1,332	1,369		
110	Class Advisor - Sophomore							0.03	1,296	1,332	1,369		
111	Class Advisor - Junior							0.03	1,296	1,332	1,369		
112	Class Advisor - Senior							0.03	1,296	1,332	1,369		
113	Drama Club Advisor							0.16	6,915	7,105	7,300		
114	Drama Club Assistant							0.07	3,025	3,108	3,194		
115	Drama Club Choreographer							0.05	2,161	2,220	2,281		
116	Drama Instrumental Director							0.03	1,296	1,332	1,369		
117	Drama Piano Accompaniment							0.03	1,296	1,332	1,369		
118	Drama Vocal Director							0.03	1,296	1,332	1,369		
119	eSports							0.05	2,161	2,220	2,281		
120	Instrumental Music Director							0.16	6,915	7,105	7,300		
121	Instrumental Music Assistant Director							0.08	3,457	3,552	3,650		
122	Instrumental Music Coach							0.02	864	888	913		

	A	B	C	D	E	F	G	I	J	K	L	M	
123	Instrumental Music Coach							0.02	864	888	913		
124	Instrumental Music Coach							0.02	864	888	913		
125	International Club							0.03	1,296	1,332	1,369		
126	Majorette							0.03	1,296	1,332	1,369		
127	National Honor Society							0.03	1,296	1,332	1,369		
128	Outdoor Education							0.02	864	888	913		
129	Quiz Bowl							0.03	1,296	1,332	1,369		
130	Red Cross							0.02	864	888	913		
131	Speech & Debate							0.03	1,296	1,332	1,369		
132	Student Council							0.06	2,593	2,664	2,738		
133	Student Council							0.06	2,593	2,664	2,738		
134	Technology Club							0.02	864	888	913		
135	WEB/LINK (Grades 9-12)							0.03	1,296	1,332	1,369		
136	WEB/LINK (Grades 9-12)							0.03	1,296	1,332	1,369		
137	WEB/LINK (Grades 9-12)							0.03	1,296	1,332	1,369		
138	WEB/LINK (Grades 6-8)							0.03	1,296	1,332	1,369		
139	WEB/LINK (Grades 6-8)							0.03	1,296	1,332	1,369		
140	WEB/LINK (Grades 6-8)							0.03	1,296	1,332	1,369		
141	Yearbook							0.04	1,729	1,776	1,825		
142	Yearbook							0.04	1,729	1,776	1,825		
143	<b>Elementary</b>												
144	<b>INDIRECT STUDENT SUPPORT</b>												
145	Building Technology Representative							0.07	3,025	3,108	3,194		
146	Building Technology Representative							0.07	3,025	3,108	3,194		
147	PBIS Coordinator							0.03	1,296	1,332	1,369		
148	PBIS Coordinator							0.03	1,296	1,332	1,369		
149	PBIS Coordinator							0.03	1,296	1,332	1,369		
150	Reading Specialist							0.07	3,025	3,108	3,194		
151	Reading Specialist							0.07	3,025	3,108	3,194		
152	Mentor							0.03	1,296	1,332	1,369		
153	<b>STUDENT ACTIVITIES</b>												
154	Activity Coordinator							0.02	864	888	913		
155	Activity Coordinator							0.02	864	888	913		
156	Activity Coordinator							0.02	864	888	913		
157	Just Say No							0.02	864	888	913		
158	Just Say No							0.02	864	888	913		
159	Music Club							0.02	864	888	913		
160	Music Club (if over 40 participants)							0.02	864	888	913		
161	Running Club							0.02	864	888	913		
162	Running Club (if over 40 runners)							0.02	864	888	913		
163	Safety Patrol							0.03	1,296	1,332	1,369		
164	Student Council							0.02	864	888	913		
165	Student Council							0.02	864	888	913		
166	Technology Club							0.02	864	888	913		

## **Appendix C–2**

### SUPPLEMENTALS

Positions that are dependent on the number of participants or the existence of a team are noted in parentheses following the position.

The date for determination of participant numbers and/or team status will be 14 calendar days after the 1<sup>st</sup> official day of practice as specified by the Ohio High School Athletic Association.

When a position is lost due to lack of participants, the individual will be paid on a per diem basis for fourteen (14) days. The per diem rate will be calculated by dividing the supplemental salary by the total number of calendar days in the season (from the first day of practice to the last contest of the regular session).

In the event of building closures or reconfiguration, the distribution of supplemental contracts may be reopened by either party with notice to the other party.



## Appendix D

### R.C. 5705.412 CERTIFICATION OF ADEQUATE REVENUE FOR CONTRACT

The Rossford Exempted Village School District Board of Education has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Agreement between the Board and the Rossford Association of Classroom Teachers, effective from September 1, 2022 through August 31, 2025.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TREASURER

\_\_\_\_\_  
SUPERINTENDENT OF SCHOOL

\_\_\_\_\_  
PRESIDENT OF BOARD

ROSSFORD BOARD OF EDUCATION

# Appendix E

## APPLICATION FOR CONTINUING CONTRACT/TENURE

Name: \_\_\_\_\_

S.S. # \_\_\_\_\_ Date of Application: \_\_\_\_\_

Assignment: \_\_\_\_\_

Effective Date of First ODE License \_\_\_\_\_

Which of the following do you hold?

- a. \_\_\_\_\_ Teaching Certificate/License Issue Date: \_\_\_\_\_  
\_\_\_\_\_ Professional 8-Year Issue Date: \_\_\_\_\_  
\_\_\_\_\_ Permanent Issue Date: \_\_\_\_\_  
\_\_\_\_\_ Life Certificate Issue Date: \_\_\_\_\_  
\_\_\_\_\_ 5-Year Professional License Issue Date: \_\_\_\_\_
  
- b. \_\_\_\_\_ Master's Degree Issue Date: \_\_\_\_\_  
or  
\_\_\_\_\_ 30 S.H. of Graduate Coursework  
or  
\_\_\_\_\_ 6 S.H. with previously held Master's Degree

\_\_\_\_\_ Completed 3 years of service in Rossford  
\_\_\_\_\_ Had tenure elsewhere and 2 years of service in Rossford  
(School system of former tenure: \_\_\_\_\_)

Applications due by January 1 of the year the Board will consider granting tenure.

Submit to Superintendent

# Appendix F

## Sick Leave Bank Participation

Name \_\_\_\_\_

In order to participate in the Rossford Schools/TACT Sick Leave Bank (SLB), I understand that one (1) day of sick leave will be deducted from my accumulated sick leave balance and that I may be assessed at a later date for additional days. Understand that I am eligible to benefit from the SLB if and when there is a need. If days are withdrawn from the sick leave bank I will return the borrowed days to the bank after accumulating the required days.

Each member applying for benefits from the SLB shall agree in writing as follows:

“I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB committee. All decisions of the SLB committee will be final and binding and are not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the SLB committee, the Rossford Association of Classroom Teachers, and the Rossford Schools.”

When an employee donates days to the SLB, he/she agrees to the state rules for administration of the SLB.

This form must be returned to the Treasurer prior to September 30.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I do not wish to participate in the Sick Leave Bank and fully understand that I will not be eligible for any benefits derived from this bank.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

Office Use

\_\_\_\_\_ One sick day deducted from balance. \_\_\_\_\_  
Initials Date

## Appendix G

### EMPLOYEE APPLICATION FOR SICK LEAVE BANK WITHDRAWAL

Name\_\_\_\_\_

Current Sick Leave Balance\_\_\_\_\_ Sick Days Used this School Year\_\_\_\_\_

Sick Days used for Current Illness\_\_\_\_\_ Total Days Previously Withdrawn from SLB \_\_\_\_\_

Employee's reason for request (be specific)\_\_\_\_\_

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

Estimate of additional days needed\_\_\_\_\_

Name of attending physician\_\_\_\_\_

Telephone\_\_\_\_\_

Address\_\_\_\_\_

I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB committee. All decisions of the SLB committee will be final and binding and are not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the SLB committee, the Rossford Association of Classroom Teachers, and the Rossford Schools.

\_\_\_\_\_  
Signature of applicant

\_\_\_\_\_  
Date

Please submit request to Superintendent

\_\_\_\_\_  
Sick Leave Bank Committee Use

\_\_\_\_\_Request approved for \_\_\_\_\_days to be withdrawn from Sick Leave Bank.

\_\_\_\_\_Balance of days owed to Sick Leave Bank

\_\_\_\_\_Request denied

\_\_\_\_\_  
Signature of SLBC Chairman

\_\_\_\_\_  
Date

**Treasurer's Office Use**

Date days added to Sick Leave Balance\_\_\_\_\_

Initials\_\_\_\_\_

## **Appendix H**

### **Responsibilities**

#### **ODE LPDC Responsibility**

- Educate and assist all ODE certificated/licensed educators.
- Know and communicate the goals of the Ohio Department of Education.
- Know the current law, licensure standards and ODE policies regarding LPDC responsibilities for licensure renewal.
- Approve educators' coursework and other professional development activities to meet the certification/licensure renewal standards.
- Establish and abide by the procedures, criteria and timelines of the LPDC.
- Register the LPDC with the Ohio Department of Education annually.
- Submit LPDC signature verification to the Ohio Department of Education annually.
- Operate under the Open Meetings Act (Sunshine Act) and the Public Records Act.

#### **Educator's Responsibility**

- It is the responsibility of the licensed ODE staff member to monitor the expiration date(s) of certificates/licenses.
- Choose coursework and other professional development activities that reflect the principles, mission and goals of the agency, center, office and individual.
- Equivalent Other Activities (EOA) must be completed in accordance with the goals of the approved IPDP and must be pre-approved, Coursework and traditional workshops/seminars do not need to be pre-approved, but must meet the licensure standards and the IPDP goals. Coursework or professional development activities completed prior to the approval of the IPDP will not be accepted.
- It is the responsibility of the educator to fully complete the goals of the IPDP in a timely manner as stated in the proposal. If modifications to the activity/project or the IPDP itself are to be made, these modifications should be submitted for approval to the LPDC chairperson at least one (1) week before the next regularly scheduled LPDC meeting.
- Follow the procedures, criteria and timelines of the LPDC.
- Maintain records of all licensure and LPDC transactions, particularly the LPDC review and approval of an IPDP, coursework and other professional development activities.

#### **Reciprocity**

The ODE LPDC shall accept outside LPDC approved professional development credits for any staff member hired by ODE from a local school district or agency as fulfilling all necessary requirements of the ODE renewal process. Work already completed and approved in the previous position shall be honored. Remaining work shall be acquired using the guidelines of the ODE LPDC with resubmission of an IPDP to be completed within the 180-day probation period.

If you were hired by the agency from a school entity with an LPDC, you need to have your former LPDC complete their "Approval Verification Form for Educators Leaving a LPDC"

form. This form will outline the work you have completed and support the reciprocity agreement between LPDCs.

A sample "Approval Verification Form for Educators Leaving a LPDC" is available in Appendix A.

## **Appeal Process**

The requirement for a process that allows an educator to appeal the decision of a Local Professional Development Committee is found in Ohio Revised Code as well as in Ohio's *Teacher Education and Licensure Standards*. While the mandate is clear, the determination of how this process will be implemented at the local level is left to each LPDC.

The ODE LPDC has adopted the following appeal process:

1. Reconsideration
  - a. if an educator disagrees with a LPDC decision, the educator will be given the opportunity to meet with the LPDC in person to discuss the IPDP and to discuss his/her case. This discussion will also serve to help the educator gain in understanding of the perspective of the LPDC.
  - b. The educator must provide written notice of the intent to appeal to the LPDC at least one week prior to a LPDC meeting. This notice shall be sent to the LPDC chairperson.
  - c. The educator will attend the next regularly scheduled LPDC meeting and discuss the LPDC decision.
  - d. The LPDC will vote on reconsideration and notify the educator in writing of the LPDC decision within five working days.
  
2. Third party review
  - a. If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, the educator must provide a written request to the LPDC for a third party review panel. The educator must provide written notice of the request for a third party review to the LPDC chairperson at least one week prior to the LPDC meeting. This notice shall be sent to the LPDC chairperson.
  - b. The panel members will be identified at the next LPDC meeting and the panel will review the LPDC decision within 30 days. The panel will consist of:
    - i. One licensed educator selected by the LPDC;
    - ii. One licensed educator selected by the educator;
    - iii. One licensed educator agreed upon by the above two.These three individuals then function as a panel to review the LPDC decision and either uphold it or overturn it.
  - c. The educator will be notified in writing of the third party review panel decision within five working days.