Thu, 10/01/2026 02:15:36 PM SERB

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Master Agreement

between the
RITTMAN EXEMPTED VILLAGE
BOARD OF EDUCATION
(Wayne County, Ohio)

and the

RITTMAN EDUCATION ASSOCIATION

Effective

July 1, 2026 – June 30, 2029

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ARTICLE 1. PROFESSIONAL NEGOTIATIONS PROCEDURES AGREEMENT

It is the purpose of this document to establish the relationship between the Rittman Exempted Village Board of Education and the Rittman Education Association and to set forth orderly procedures for discussion of matters of concern and the consideration and resolution of matters mutually agreed upon.

ARTICLE 2. RECOGNITION

A. RECOGNITION OF THE ASSOCIATION

1. The Rittman Exempted Village Board of Education, hereinafter referred to as the "Board," recognizes the Rittman Education Association, hereinafter referred to as the "Association," affiliated with the Ohio Education Association and the National Education Association, as the exclusive representative of bargaining unit members, as defined below, presently employed, or to be employed, without regard to membership or participation in or association with the activities of any teachers organization.

2. A "bargaining unit member", hereinafter referred to as "member", shall be defined to include classroom teachers, tutors, librarians, guidance counselors, administrative assistants, computer coordinators, and other certificated/licensed personnel, excluding the Superintendent, principals and other personnel who by nature of assignment require an administrative/supervisory certificate and an administrative contract as defined by Ohio Revised Code (ORC) 3319.01, 3319.02, and 4117.01(F), except as otherwise certified by the State Employment Relations Board (SERB).

3. Tutors' rights and benefits under this Agreement are limited as a result of being paid hourly. It has been the practice of the District to move persons employed in hourly positions to salaried positions whenever funds to pay the salaries become available. However, until funds are available, tutors shall continue as hourly employees.

B. MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

Both parties to this Agreement recognize that certificated/licensed personnel have the right to join or not to join any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment, reemployment, assignment or promotion in the Rittman Exempted Village School District. Such organizations may set criteria for membership, but may not exclude anyone from membership on the basis of marital status, race, sex, handicap, creed or national origin.

ARTICLE 3. NEGOTIATING PROCEDURE

A. DIRECTING REQUESTS

Requests for negotiations will be made pursuant to ORC 4117.

B. NEGOTIATING MEETINGS

Negotiations between the Board and the Association shall commence ninety (90) days prior to the expiration of this negotiated agreement or a date mutually agreed on by the Association and the Board. Meetings shall be scheduled with the least interruption of school schedules; however, Association members on the Negotiation Committee may be released from school duties to attend meetings. Any necessary substitutes will be employed at Board expense. Meetings shall be in executive sessions unless mutually agreed to by both parties. Any expenses incurred in securing suitable meeting sites will be shared equally by both parties, except the Board will pay all costs of meetings held in Board owned, rented or leased facilities. Any meeting site must be agreeable to both parties.

C. REPRESENTATION

The Board and the Superintendent or its designated representative(s) shall meet with designated representative(s) of the Association to negotiate in good faith. Neither the Board nor the Association shall have more than five (5) representatives at the table at any one time.

D. INFORMATION

1. The Board and the Superintendent agree to furnish the Association's Negotiation Committee, upon request and in reasonable time, with information readily available concerning the financial resources of the District.

2. The Association agrees to furnish information readily available on its financial proposals to the Board's Negotiation Team.

E. WHILE NEGOTIATIONS ARE IN PROGRESS

1. News Release

While negotiations are in progress, it is agreed that neither party to this agreement will resort to the use of public media in any effort to affect the outcome of the negotiations. Any release or communication to the public relative to the negotiations must be mutually agreed upon in terms of content prior to its release. While negotiations are in progress, it is recognized that both parties will be free to make periodic progress reports to the Board and the Association respectively. The above item is intended to prevent detrimental publicity which could undermine the good faith principle inherent in this Agreement.

2. Recesses

The chairman of either group may recess their group for independent caucus at any time. Caucuses shall be of a reasonable length. Thirty (30) minutes would be considered reasonable. Each side may ask for additional time if needed.

3. Protocol

No action to coerce, to censor, or to penalize any negotiation participant shall be made or implied by any other member.

4. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and signed by each party. Such signing shall not be construed as final agreement.

5. Schedule of Meetings

Until all negotiating meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

F. AGREEMENT

1. When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association and the Board. Following ratification by the Association, the Board, at its next regular or special meeting, shall act upon said agreement. The agreement, when ratified, shall then be signed by the parties and shall become part of the official Board records. When necessary, the provisions shall be reflected in individual contractual terms. No provision of the resulting agreement shall discriminate against any bargaining unit member regardless of membership or non-membership in the Association. After being ratified and adopted, this agreement shall be binding on the Association and the Board.

2. The Board and the Association shall voluntarily waive the right to reopen negotiations during the life of the agreement, except at those times and on those items specifically provided for in the agreement.

3. The Contract will be printed within thirty (30) days after the Agreement has been signed. Sufficient quantities for the staff, the Administration, and the Board will be printed. The Board will assume fifty percent (50%) of the cost of this undertaking, with the Association assuming the remaining fifty percent (50%) of the costs. The Board agrees that costs for the printing of the contract will be determined in advance. Additional copies may be obtained at the expense of the ordering party.

G. DISAGREEMENT

1. Responsibilities

The parties to this agreement pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such procedures as are or may be provided.

2. Impasse

In the event the parties are unable to reach agreement thirty (30) days prior to the expiration of this contract, either party may request the assistance of a Federal Mediator from the Federal Mediation and Conciliation Services. This mediation procedure is intended to be the parties mutually agreed upon alternative dispute resolution procedure and shall only supersede the mediation/fact-finding procedure set forth in ORC 4117.14. The thirty (30) day time period may be modified by mutual agreement.

H. PROVISIONS CONTRARY TO LAW

If any provision(s) of this document or any application of the document to any certificated/licensed person or persons shall be found contrary to law, then such provisions(s) or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE 4. SALARY SCHEDULES AND LONGEVITY STEPS

A. TUTOR PROVISIONS

1. SALARY

a. Base Rate

2026 - 2027	$23.59
2027 - 2028	$24.30
2028 - 2029	$25.03

b. Years of Service (Index)

0	1.00
1	1.04
3	1.08
5	1.12
10	1.16

c. Tutor Salary Schedules

2026 - 2027		2027-2028		2028 – 2029	
Step 0	$23.59	Step 0	$24.30	Step 0	$25.03
Step 1	$24.53	Step 1	$25.27	Step 1	$26.03
Step 3	$25.48	Step 3	$26.24	Step 3	$27.03
Step 5	$26.42	Step 5	$27.22	Step 5	$28.03
Step 10	$27.36	Step 10	$28.19	Step 10	$29.03

d. This pay shall be forthcoming for each hour regularly scheduled, regardless of student attendance, and each hour for daily planning and attendance at meetings with the administration, teachers, or parents.

e. All tutors will be paid a four hundred dollar ($400) Workload Stipend to acknowledge increased workload brought about by new education initiatives, ORC mandates and increased testing requirements. This stipend will be paid in the last check in November of each contract year.

2. WORK YEAR

a. School year for 2023-2024 will be 185 workdays. Effective 2024-2025 school year will be one hundred eighty-four (184) workdays which includes two (2) parent conference days.

b. Tutors who are charged with writing an Individualized Education Plan (IEP) will be given two (2) days extended time for this purpose.

3. LAYOFF PROCEDURE

a. When, by reason of decreased student population in need of tutoring, return to duty of regular tutor after leaves of absence, suspension of schools, financial reasons, or territorial changes affecting the District, the Board may implement a reasonable RIF in accordance with Article 22 except as specified below.

b. Tutors shall be included on a separate seniority list for purposes of reduction in staff. Tutors whose contracts are suspended because of a reduction in staff will be notified thirty (30) days prior to any layoff and placed on a recall list for twenty-four (24) months.

c. The Board may also reduce hours, days, or positions of tutors based upon the availability of Federal funds.

4. CONTRACTS

Tutors shall not be eligible for tenure, but shall be issued contracts as follows:

One year contract	--	Upon initial employment
One year contract	--	Upon reemployment for second year
Two year contracts	--	All subsequent contracts shall be for two (2) years

5. INSURANCES

Tutors shall have the right to equal hospitalization and dental insurances as teachers.

B. TEACHERS' SALARY INDEX AND SCHEDULES

1. Hours required for BA +20 and MA +20 must be earned following confirmation of the appropriate degree.

2. For the purpose of this Section, thirty (30) semester hours equals forty-five (45) quarter hours and twenty (20) semester hours equals thirty (30) quarter hours.

3. All members will be paid a four hundred dollar ($400.00) Workload Stipend to acknowledge increased workload brought about by new education initiatives, ORC mandates and increased testing requirements. This stipend will be paid in the last check in November of each contract year.

YEARS	BACH	BA+20	MAST	MA+20	MA+30
STEP 0	1.000	1.050	1.100	1.145	1.185
STEP 1	1.040	1.090	1.150	1.195	1.235
STEP 2	1.080	1.130	1.200	1.245	1.285
STEP 3	1.120	1.170	1.250	1.295	1.335
STEP 4	1.160	1.210	1.300	1.345	1.385
STEP 5	1.240	1.290	1.350	1.395	1.435
STEP 6	1.280	1.330	1.400	1.445	1.485
STEP 7	1.320	1.370	1.450	1.495	1.535
STEP 8	1.360	1.410	1.500	1.545	1.585
STEP 9	1.400	1.450	1.550	1.595	1.635
STEP 10	1.440	1.490	1.600	1.645	1.685
STEP 11	1.480	1.530	1.650	1.695	1.735
STEP 12	1.480	1.530	1.700	1.745	1.825
STEP 13	+ $275				
STEP 14	+ $500				
STEP 15	1.520	1.570	1.745	1.790	1.850
STEP 16	+ $275				
STEP 17	+ $500				
STEP 18	1.560	1.610	1.790	1.835	1.875
STEP 19	+ $275				
STEP 20	+ $550				
STEP 21	1.600	1.650	1.840	1.885	1.925
STEP 22	+ $275				
STEP 23	+ $550				
STEP 24	1.640	1.690	1.890	1.935	1.975
STEP 25	+ $275				

STEP 26	+ $550				
STEP 27	1.680	1.730	1.940	1.985	2.025
STEP 28	+ $275				
STEP 29	+ $275				
STEP 30	+ $550				

C. RITTMAN SALARY SCHEDULE

SALARY SCHEDULE 2026-2027 – 3% with add on

Years of Service	BA	BA +20	MA	MA +20	MA +30
0	41,709	43,794	45,880	47,757	49,425
1	43,377	45,463	47,965	49,842	51,511
2	45,046	47,131	50,051	51,928	53,596
3	46,714	48,800	52,136	54,013	55,682
4	48,382	50,468	54,222	56,099	57,767
5	51,719	53,805	56,307	58,184	59,852
6	53,388	55,473	58,393	60,270	61,938
7	55,056	57,141	60,478	62,355	64,023
8	56,724	58,810	62,564	64,440	66,109
9	58,393	60,478	64,649	66,526	68,194
10	60,061	62,146	66,734	68,611	70,280
11	61,729	63,815	68,820	70,697	72,365
12	61,729	63,815	70,905	72,782	76,119
13	62,004	64,090	71,180	73,057	76,394
14	62,504	64,590	71,680	73,557	76,894
15	63,398	65,483	72,782	74,659	77,162
16	63,673	65,758	73,057	74,934	77,437
17	64,173	66,258	73,557	75,434	77,937
18	65,066	67,151	74,659	76,536	78,204
19	65,341	67,426	74,934	76,811	78,479
20	65,891	67,976	75,484	77,361	79,029
21	66,734	68,820	76,745	78,621	80,290
22	67,009	69,095	77,020	78,896	80,565
23	67,559	69,645	77,570	79,446	81,115
24	68,403	70,488	78,830	80,707	82,375
25	68,678	70,763	79,105	80,982	82,650
26	69,228	71,313	79,655	81,532	83,200
27	70,071	72,157	80,915	82,792	84,461
28	70,346	72,432	81,190	83,067	84,736
29	70,621	72,707	81,465	83,342	85,011
30	71,171	73,257	82,015	83,892	85,561
31	71,171	73,257	82,015	83,892	85,561
32	71,171	73,257	82,015	83,892	85,561
33	71,171	73,257	82,015	83,892	85,561
34	71,171	73,257	82,015	83,892	85,561
35	71,171	73,257	82,015	83,892	85,561

SALARY SCHEDULE 2027-2028 – 3% with add on

Years of Service	BA	BA +20	MA	MA +20	MA +30
0	42,960	45,108	47,256	49,189	50,908
1	44,678	46,826	49,404	51,337	53,056
2	46,397	48,545	51,552	53,485	55,204
3	48,115	50,263	53,700	55,633	57,352
4	49,834	51,982	55,848	57,781	59,500
5	53,270	55,418	57,996	59,929	61,648
6	54,989	57,137	60,144	62,077	63,796
7	56,707	58,855	62,292	64,225	65,944
8	58,426	60,574	64,440	66,373	68,092
9	60,144	62,292	66,588	68,521	70,240
10	61,862	64,010	68,736	70,669	72,388
11	63,581	65,729	70,884	72,817	74,536
12	63,581	65,729	73,032	74,965	78,402
13	63,856	66,004	73,307	75,240	78,677
14	64,356	66,504	73,807	75,740	79,177
15	65,299	67,447	74,965	76,898	79,476
16	65,574	67,722	75,240	77,173	79,751
17	66,074	68,222	75,740	77,673	80,251
18	67,018	69,166	76,898	78,832	80,550
19	67,293	69,441	77,173	79,107	80,825
20	67,843	69,991	77,723	79,657	81,375
21	68,736	70,884	79,046	80,980	82,698
22	69,011	71,159	79,321	81,255	82,973
23	69,561	71,709	79,871	81,805	83,523
24	70,454	72,602	81,194	83,128	84,846
25	70,729	72,877	81,469	83,403	85,121
26	71,279	73,427	82,019	83,953	85,671
27	72,173	74,321	83,342	85,276	86,994
28	72,448	74,596	83,617	85,551	87,269
29	72,723	74,871	83,892	85,826	87,544
30	73,273	75,421	84,442	86,376	88,094
31	73,273	75,421	84,442	86,376	88,094
32	73,273	75,421	84,442	86,376	88,094
33	73,273	75,421	84,442	86,376	88,094
34	73,273	75,421	84,442	86,376	88,094
35	73,273	75,421	84,442	86,376	88,094

SALARY SCHEDULE 2028-2029 – 3% with add on

Years of Service	BA	BA +20	MA	MA +20	MA +30
0	44,249	46,461	48,674	50,665	52,435
1	46,019	48,231	50,886	52,878	54,648
2	47,789	50,001	53,099	55,090	56,860
3	49,559	51,771	55,311	57,302	59,072
4	51,329	53,541	57,524	59,515	61,285
5	54,869	57,081	59,736	61,727	63,497
6	56,639	58,851	61,949	63,940	65,710
7	58,409	60,621	64,161	66,152	67,922
8	60,179	62,391	66,374	68,365	70,135
9	61,949	64,161	68,586	70,577	72,347
10	63,719	65,931	70,798	72,790	74,560
11	65,489	67,701	73,011	75,002	76,772
12	65,489	67,701	75,223	77,215	80,754
13	65,764	67,976	75,498	77,490	81,029
14	66,264	68,476	75,998	77,990	81,529
15	67,258	69,471	77,215	79,206	81,861
16	67,533	69,746	77,490	79,481	82,136
17	68,033	70,246	77,990	79,981	82,636
18	69,028	71,241	79,206	81,197	82,967
19	69,303	71,516	79,481	81,472	83,242
20	69,853	72,066	80,031	82,022	83,792
21	70,798	73,011	81,418	83,409	85,179
22	71,073	73,286	81,693	83,684	85,454
23	71,623	73,836	82,243	84,234	86,004
24	72,568	74,781	83,631	85,622	87,392
25	72,843	75,056	83,906	85,897	87,667
26	73,393	75,606	84,456	86,447	88,217
27	74,338	76,551	85,843	87,834	89,604
28	74,613	76,826	86,118	88,109	89,879
29	74,888	77,101	86,393	88,384	90,154
30	75,438	77,651	86,943	88,934	90,704
31	75,438	77,651	86,943	88,934	90,704
32	75,438	77,651	86,943	88,934	90,704
33	75,438	77,651	86,943	88,934	90,704
34	75,438	77,651	86,943	88,934	90,704
35	75,438	77,651	86,943	88,934	90,704

ARTICLE 5. INSURANCE

In order to be eligible for insurance, an employee must be employed for at least thirty (35) hours per week. However, any employee who was enrolled in the insurance program on July 1, 2008 will continue to be covered by paying the percentage as follows: each salaried contract employee who is scheduled for one-half (1/2) time, but less than thirty-five (35) hours, will be provided the Board paid premiums compatible to the time schedule.

Employees shall not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

A. MEDICAL

1. The Board will pay 88% of the premium and the employee will pay 12% for full-time employees.

B. STARK COUNTY SCHOOLS COUNCIL OF GOVERNMENTS

The Rittman Exempted Village Board may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental, and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. PREFERRED PROVIDER - DOCTORS/HOSPITALS

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County/Canton OEA office representative.

D. PREFERRED PROVIDER - PRESCRIPTION DRUGS

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be directly billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County/Canton OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. LIFE INSURANCE

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $35,000 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

F. DENTAL INSURANCE

The Board shall provide Dental insurance. The Board shall pay 100% of the premium and the Employee shall pay 0%.

G. SECTION 125 - TAX SHELTER

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under Internal Revenue Code (IRC) Section 125.

All COG employers must offer the IRC Section 125 Tax Shelter provided through the COG. The IRC Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRC Section 125 also governs Flexible Spending Accounts (FSAs). All COG employers must offer a Health Care Reimbursement Account and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

H. PREMIUM HOLIDAYS

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

I. SPOUSAL COVERAGE

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who was employed with one COG employer prior to June 30, 2015, and moved thereafter to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

ARTICLE 6. MILEAGE RATE FOR APPROVED TRAVEL

A. The rate per mile for approved travel shall be the IRS current per mile rate at the time of travel.

ARTICLE 7. RETIREMENT PAY
[Monetary Award for Past Achievement and Service to School]

A. Upon retirement from Rittman Schools, the Board will pay to the retiring employee an amount determined by multiplying the employee's final per diem rate times one-fourth (1/4) of the employee's total accumulated Sick Leave not to exceed a maximum of sixty-five (65) the 2023-2024 school year, sixty-six (66) the 2024-2025 school year, and sixty-seven (67) the 2025-2026 school year.

B. Members must notify the District by March 1 if planning to retire. Failure to notify will result in the loss of Five Hundred dollars ($500.00) in severance pay. The superintendent may at his discretion waive this clause in case of an emergency need to retire after this date.

ARTICLE 8. PAID LEAVES OF ABSENCE

A. SICK LEAVE

1. Each certificated/licensed employee will accumulate Sick Leave according to the method prescribed by ORC 3319.141, up to a maximum two hundred sixty (260) days for the 2023-2024 school year, two hundred sixty-four (264) days for the 2024-2025 school year, and two hundred sixty-eight (268) days for the 2025-2026 school year.

2. The Board will advance five (5) sick days at the beginning of each school year to all new certificated/licensed employees that are new to the district. The accumulated sick days credited to returning certificated/licensed employees who ended the previous year with less than five (5) days accumulation will be increased to five (5) days.

3. The Board endorses the use of Sick Leave as prescribed in ORC 3 319.141. "Immediate family" is defined as spouse, child, mother, father, brother, sister, grandparents, in-laws bearing the same relationship, grandchildren, and other members of the same household. The use of Sick Leave for a grandchild is limited to five (5) days per year except that the Superintendent may grant additional days.

4. Leave taken on Professional Development days may require missed content to be made up.

B. PERSONAL AND SICK LEAVE INCENTIVE

In an attempt to assure a high level of classroom instruction and to recognize the dedication of bargaining unit members, the following Attendance Incentive shall be provided to those who begin the school year with the maximum sick days and who achieve at least a ninety-six percent (96%) attendance level based on the number of member workdays in each grading period as set in the school calendar:

1st Grading Period – Seventy-Five Dollars ($75.00)
2nd Grading Period – Seventy-Five Dollars ($75.00)
3rd Grading Period – Seventy-Five Dollars ($75.00)
4th Grading Period – One Hundred Fifty Dollars ($150.00)

C. PERSONAL LEAVE

1. Certificated/licensed employees shall have three (3) days of Personal Leave which are not deductible from Sick Leave. This leave is to be used for the conducting of business that cannot be conducted at any other time. The employee must submit a request in writing to the Principal of their building one (1) week in advance, if possible. If this is not possible, the employee must contact the Principal and provide a reason. The request needs no reason except "personal business," except the leave may not be used one (1) day preceding or following a holiday or vacation period unless justified to and approved by the Superintendent.

2. Personal Leave that is unused at the end of each school year will be converted to Sick Leave.

3. Personal Leave may not be used the first two (2) weeks of school or the last two (2) weeks of school, except for extraordinary circumstances, as justified to and approved by the Superintendent.

4. In any one day, there shall be no more than six (6) members who require substitutes on Personal Leave in the District and no more than four (4) members who require substitutes on Personal Leave per building. Additional days may be considered with the approval of the Superintendent/designee.

5. Leave taken on Professional Development days may require missed content to be made up.

D. CHANGE OF DUTY LEAVE

Any certificated/licensed bargaining unit member attending and participating in a presentation or representation of the Rittman Exempted School District, which causes the member to be out of the School District, will not be charged to Sick Leave or Personal Leave. Change of Duty Leave must be given prior approval by the Superintendent.

E. ASSAULT LEAVE

1. Assault Leave is provided to cover those situations where a bargaining unit member has been injured as a result of an assault which occurs in the course of supporting the rules and regulations of the school and in maintaining good order and discipline. The physical well being shall be of primary concern and appropriate measures shall be taken to aid those injured.

2. Members shall be granted thirty (30) paid days of leave of absence due to injury resulting from assault by any person when performing their official duties. A medical determination of need may be required by the Superintendent.

    a. A request [see Appendix A] for Assault Leave shall be in writing to the Superintendent setting forth the circumstances of the assault, the nature of the disability, and an estimated date of return to service. The Superintendent will be responsible for approval.

b. If granted, the member shall be paid regular compensation for time lost due to an assault. If the absence extends beyond five (5) days, the member may be required to submit to an examination by a Board approved physician, acceptable to the member. If the member finds the Board's approved physician unacceptable, he/she may select a physician of their own choosing provided he/she assumes any additional costs incurred. If the member accepts the Board approved physician, all costs associated with the examination will be paid for by the Board.

c. Assault Leave granted under this policy shall not be charged against Sick Leave or leave granted under other leave policies adopted by the Board.

d. A person on Assault Leave shall receive full pay and benefits during the period of the Assault Leave. Such payments shall terminate upon resumption of duties.

3. To qualify for Assault Leave, in addition to the items set forth above, the employee must file a claim with the Bureau of Workers' Compensation for all allowable benefits. Any benefits relative to lost wages, if eligible, shall be remitted to the Treasurer's Office upon receipt. Nothing in this policy prohibits the bargaining unit member from electing to use Sick Leave for the disability period.

4. If an employee becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, Assault Leave benefits shall end on the effective date of their retirement. The Board shall support the individual's claim for disability retirement.

F. COMPULSORY LEAVE

Release time shall be granted for required appearances in Court or other tribunal where the member is a defendant, witness, or on jury duty. The member shall attach to the form the substantiations given by the Court or other tribunal for required attendance. Witness fees and jury duty pay must be forwarded to the Board within ten (10) days of receipt by the member.

ARTICLE 9. UNPAID LEAVES OF ABSENCE

A. MATERNITY/PATERNITY/ADOPTION LEAVE

A Maternity/Paternity/Adoption Leave of absence, without pay, shall be granted to any certificated/licensed employee as follows:

1. A certificated/licensed employee who is pregnant shall be entitled upon written request to a leave of absence for one (1) year and for one (1) additional year thereafter upon request. An individual requesting or presently on leave of absence has the obligation of notifying the Superintendent, in writing, of their intention to apply for a leave or to return to active service. Application for a leave beginning the first semester must be made by June 1 or by December 1 for leave beginning the second semester. Notice of return must be made by March 1 and for the second semester by December 1. An employee who is pregnant may continue in active employment as late into the pregnancy as desired. All or any portion of a leave taken by an employee because of the pregnancy may, at the employee's option after consultation with the employee's physician, be charged to the employee's available Sick Leave.

2. An employee's spouse will be entitled, upon written request, to a leave of absence without pay between the time of the birth of a child to their spouse for one (1) year and one (1) additional year thereafter upon request. Such leave shall be in accordance with Paragraph A1, above.

3. A certificated/licensed employee adopting a child will be entitled upon request for a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave is not to exceed a total of one (1) year and one (1) year thereafter upon request.

4. Any certificated/licensed employee on Maternity/Paternity/Adoption Leave upon written request shall be reinstated to their former or like position no later than the beginning of the next semester following the request.

5. All insurance coverage(s) shall be continued for those who are on such leave upon payment of the premium(s) by the employee, if permitted by the carrier. Said premium(s) will be payable to the Treasurer's Office.

B. UNPAID DAILY LEAVE OF ABSENCE

All unexcused absences from work shall be deducted at a daily rate. The daily rate shall be determined by dividing the base contract salary of the individual employee by one hundred eighty-five (185) for the 2023-2024 school year and one hundred eighty four (184) thereafter.

C. FAMILY AND MEDICAL LEAVE

1. An eligible employee may take up to twelve (12) workweeks of unpaid leave ("FMLA Leave") in any school year (August 1 through July 31) for one (1) or more of the following circumstances:

   (a) The birth of an employee's child and to care for the child up to age one (1);

   (b) The placement of a child with an employee for adoption or for foster care up to a twelve (12) month period after the placement;

   (c) To care for the spouse, child, or parent of an employee when that family member has a serious health condition (Form WH-380F);

   (d) For a serious health condition of the employee that makes them unable to perform the functions of their job (Form WH-380E).

   (e) For qualifying military situations arising when a member's spouse, son, daughter, or parent is on active duty or is called to active duty status (Form WH-384).

2. An eligible bargaining unit member may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the bargaining unit member. (Form WH-385)

3. A "serious health condition" is defined as one that involves either inpatient care or one where the period of incapacity:

(a) Is more than five (5) consecutive calendar days and involves treatment by a healthcare provider;

(b) Is due to incapacity due to pregnancy or prenatal care;

(c) Is a period of incapacity or treatment for such incapacity due to a chronic serious health condition;

(d) Is a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;

(e) Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.

(f) Conditions for which cosmetic treatments are administered are not "serious health conditions" unless complications develop.

4. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the Board are jointly entitled to a combined total twenty-six (26) weeks of FMLA leave if the leave is requested to care for a covered service member.

5. For purposes of this Section, a qualifying military situation arises when a member's spouse, son, daughter, or parent is on active duty or called to active duty status (*i.e.*, not on active duty in the Armed Forces) and includes, but is not limited to, the following situations:

(a) Attendance at official military-sponsored events,

(b) To provide or arrange for alternative childcare or schooling,

(c) To make financial or legal arrangements to address the member's absence while on active duty,

(d) Counseling,

(e) Rest and recuperation, and

(f) Post-deployment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform her or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an outpatient status or on a temporary disability retired list.

6. To be eligible for FMLA Leave, the employee must:

(a) Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and

(b) Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave; and

(c) Provide the Board with thirty (30) days' advance notice when the need is foreseeable and such notice is practicable.

7. Sick Leave taken in accordance with Article 9, herein, shall be counted as FMLA Leave if the reasons for taking leave qualify as FMLA reasons.

8. The Board shall notify the member of FMLA eligibility within three (3) business days of learning of the need for FMLA leave (Form WH – 381 and WH – 382).

9. The Board will continue the group health plan including hospitalization and major medical, dental, prescription card and life insurance coverage during the family leave. The employee will be responsible for the employee's share of the premium, if any. Payment of the employee's required contribution toward the premium is due the first day of the month.

10. The Board will reinstate the employee to the same position upon return from the Family Medical Leave when the leave originates and terminates within the same school year. If the leave extends beyond the school year, the employee shall be returned to the same or similar position as held before taking leave. In the event that the same or similar position is not available, the employee shall be assigned to any position for which the employee is qualified. The employee shall accrue seniority during the unpaid FMLA Leave.

11. Other benefits accrued prior to the leave will be maintained.

12. Intermittent Leave and Reduced Leave

a. Intermittent Leave is leave taken in separate blocks of time due to a single illness or injury and may include leave of periods as short as those used by the District for Sick Leave and Personal Leave, up to several weeks. Examples include leave taken on an occasional basis for medical appointments or leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy.

b. Reduced Leave is a leave that reduces an employee's usual number of working hours per workweek or hours per workday. Reduced Leave is a change in the work schedule for a period of time. The Board reserves the right to transfer the employee to a different position that better accommodates the leave and work duties during the period of Reduced Leave.

c. Only the amount of the leave actually taken may be counted toward the twelve (12) weeks of FMLA leave to which an eligible employee is entitled.

(1) The employee must make reasonable efforts to schedule treatments to minimize disruptions.

(2) The employee must provide reasonable advance notice.

d. Unless agreeable to the Board, intermittent leaves and reduced schedules are not available for the birth of a child and to care for the newborn child or placement with the employee of the child for adoption or foster care.

13. If both spouses are employed by the Board, the combined entitlement is limited to twelve (12) weeks when the leave is for the birth of a child, care of a newborn child, or placement with the employee of a child for adoption or foster care. The combined entitlement is not limited to twelve (12) weeks when the leave is for the serious health condition of the employee's parent, a spouse or child, or the serious health condition of the employee.

14. Leaves for the birth of a child, care of a newborn child, placement with the employee of a child for adoption and/or foster care must be concluded within one (1) year of the date of birth or date of placement or adoption, and must be requested thirty (30) days or as soon as possible in advance of the requested start of the leave.

15. As used in this Article, parent(s), son(s), daughter(s) includes biological, step, adopted or foster, and serious health conditions includes both mental and physical conditions. The Board may request medical verification and certification of the need to be off, including second and in some cases a third medical opinion. The second and third opinions would be at Board expense.

16. The Board may request periodic assurances regarding the employee's intent to return to work while the employee is on leave and/or certification that the employee can resume duties upon return to work.

17. For unpaid FMLA Leave, the Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the employee to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA Leave. The employee and the Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification.

18. The Board may recover the cost of insurance premiums if the employee does not return to work, unless continued serious health condition, the death of the employee or other circumstances beyond the employee's control, prevent the employee from returning.

19. Each party shall retain all other rights accorded to them by the Family Medical Leave Act.

D. SABBATICAL LEAVE

1. Any member may apply for an educational leave of absence without pay, for any period up to one (1) school year in duration, for the purpose of continuing their education through college courses, other schooling, mission work, travel, grants, VISTA, Peace Corps, and other governmental services overseas.

2. Persons wishing to apply for such a leave shall submit a letter/application to the Superintendent outlining the parameters, details, leave dates, including the expected date of return. The Superintendent will review the letter/ application and present the request to the

Board for consideration. Seniority in accordance with Article 22 (Layoff Procedure), will not be affected and be considered continuous service.

E. WHILE ON UNPAID LEAVE OF ABSENCE

There shall be no benefits extended to a bargaining unit member when he/she is on an Unpaid Leave of absence. The bargaining unit member may purchase insurance at the group rate, pursuant to the insurance carrier's guidelines. The cost for this coverage is to be paid by the member in advance, on a monthly basis, to the Treasurer's Office.

ARTICLE 10. YEAR, DAY, AND PLANNING TIME

A. Certificated/licensed staff contracts will contain the following language and provisions:

1. School Year Length

One hundred eighty-five (185) days

Effective 2024 - 2025 the school year will be one hundred eighty-four (184) days

2. Assignments

Contracts will contain assignments as to Elementary or Middle School grades, and to subject areas for the High School.

4. Length of Workday

The workday shall not exceed seven and one-half (7.5) hours per day. Attempts will be made to keep required meetings outside the workday to no more than thirty (30) minutes before or thirty minutes (30) after the workday. Required meetings shall not exceed forty-five minutes (45) in length.

5. Required Meetings

Meetings required of teachers will be noted on the school calendar which will be issued at the beginning of the school year. The calendar will contain the date and time of parent/teacher conferences and open house events. Notification will be given no later than ten (10) days after the beginning of the school year.

B. The Board shall provide a period of time for input from the Association when developing the school calendar prior to adoption of the same.

C. All teachers shall receive a daily continuous duty-free lunch period of no less than thirty (30) consecutive minutes in length.

D. All traveling teachers may be assigned non-teaching duties but on a proportional and fair basis.

E. Arrival and departure times of teachers shall have flexibility to accommodate various teachers' schedules, so long as each member works a full-length day. Teachers involved in required meetings to discuss student success may use flex starting or ending time under this section if these meetings occur before or after the official start or end day. It is the responsibility of the Building Principal to accommodate this scheduling.

F. There shall be no more than twenty (20) administratively-called faculty meetings per school year.

G. On each regularly scheduled staff development day three (3) hours of staff development time shall be used for individual member work requirements. (This time shall be in at least one (1) hour increments.)

H. CONFERENCE AND PLANNING TIME

1. High School and Middle School

   Each MS/HS teacher shall be provided conference and planning time equal to at least one (1) teaching period within each student day. In lieu of a scheduled meeting outside of the workday, a regularly scheduled meeting may be held during conference/planning time. An effort will be made not to hold these meetings during planning/conference time.

2. Elementary

   The elementary member shall be provided a minimum of two hundred (200) minutes per five day workweek for conference and planning time during the student day. In lieu of a scheduled meeting outside of the workday, a regularly scheduled (monthly) meeting may be held during conference/planning time. An effort will be made not to hold regularly scheduled meetings (monthly) during planning/conference time.

3. The Board may purchase, from the bargaining unit member, an additional instructional period at one-sixth (1/6) of the base salary. Instructional periods for less than one (1) year will be prorated. Bargaining unit members have the right to turn down the offer.

4. The Board will make a good faith effort to not schedule meetings during conference and planning time.

ARTICLE 11. TEACHING CONTRACTS

A. LIMITED CONTRACTS

Teachers shall be issued contracts in the following sequence:

One year contract	–	Upon initial employment
One year contract	–	Upon reemployment for second year
One year contract	–	Upon reemployment for third year
Two year contract	–	All subsequent contracts shall be for two (2) years until such time as the member qualifies for a continuing contract.

B. CONTINUING CONTRACTS

1. Teachers who qualify for continuing contracts shall be considered for a continuing contract as prescribed by law.

2. All teachers who expect to be eligible for continuing contract must file with the Superintendent on or before April 1, either evidence of appropriate certification/licensure or notice of application for appropriate certification/ licensure.

ARTICLE 12. GRIEVANCE PROCEDURE

A. PURPOSE

The Board and the Association recognize that in the interest of fair and consistent administration of this Agreement, it is necessary to have a procedure whereby an employee can be assured of a prompt and impartial hearing on their grievance. Such procedures shall be made available to any employee initiating a grievance.

B. DEFINITION OF A GRIEVANCE

A "grievance" is a claim by an employee or group of employees that a specific provision of the negotiated contract has been misinterpreted, violated, or misapplied.

C. DEFINITION OF TERMS

1. The term "grievant" or "aggrieved" shall include all certificated/licensed employees.

2. "Days," as used in this procedure, shall be scheduled workdays.

3. "Representation" or "Representatives" shall be any legal counsel or other person of the aggrieved's choosing.

D. RIGHTS OF THE GRIEVANT

1. A grievant shall appear on their own behalf and may be represented at any and all steps of the Grievance Procedure, except the informal step, by any legal counsel or other person of the aggrieved choosing.

2. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal.

3. Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any government agency, regulatory body, or Court of law with jurisdiction to this School District after this procedure has been used to its fullest.

4. If a grievance appears to arise from the actions of an authority higher than the immediate supervisor, it may be submitted at Step 2 of the Grievance Procedure.

5. Any grievance not settled at an informal level shall be reduced to writing and shall state such relief sought.

6. Any grievance may be dealt with by the grievant seeking redress with the immediate supervisor; however, this informal procedure does not preclude the filing of any grievance at any appropriate formal level.

7. The grievant shall not be placed in jeopardy or be subject to reprisal or discrimination for having followed or utilized the Grievance Procedure.

8. Time limits specified herein are considered maximum and should not be extended without communicating the need to extend the time and the reasons thereof to the grievant.

E. PROCEDURE

1. Informal Step

If a grievant believes that there is a basis for a grievance, the grievant shall first discuss the matter with their immediate supervisor, within twenty (20) days after the employee knows the existence of the problem, in an effort to resolve the problem informally. It is the responsibility of the grievant to clearly let the supervisor know they are initiating an "informal step" of the Grievance Procedure.

2. Step 1

If the grievance is not resolved within five (5) days of such informal meeting, the aggrieved may present a formal claim to their immediate supervisor by submitting a completed Grievance Report Form. This form is to be filed within twenty (20) days of the unresolved informal step. Within five (5) days of receipt of the grievance, the immediate supervisor shall meet with the aggrieved and the aggrieved representative(s), if elected by the aggrieved, in an effort to resolve the matter. The immediate supervisor shall indicate their disposition of the grievance within five (5) days after such meeting by completing the report form and returning it to the aggrieved.

3. Step 2

a. If the aggrieved is not satisfied with the disposition of the grievance in Step 1, the grievant shall complete the Grievance Report Form, Step 2, and submit the grievance to the Superintendent. If the grievant elects to bypass D4 (Rights of the Grievant), the form must be filed within twenty (20) days of the unresolved informal step.

b. Within five (5) days of the receipt the Superintendent and/or designated representative shall meet with the grievant and their representative, if elected by the aggrieved, to resolve this matter. Within five (5) days of this meeting, the Superintendent shall indicate in writing their disposition of the grievance by completing their portion of Step 2 and forwarding it to the aggrieved.

4. Step 3

If the aggrieved, with concurrence of the Association, is not satisfied with the disposition of the grievance at Step 2, they may within ten (10) days submit the grievance to arbitration by the American Arbitration Association whose voluntary rules and regulations shall likewise govern the proceedings. Either party shall have the right to request additional lists. The arbitrator shall be selected by the alternate strike method. The arbitrator may not add to, alter, or delete from the terms of the negotiated contract. The arbitrator shall have all power to

render a recommendation which shall be binding to both parties. The cost of the services of the arbitrator will be borne equally by the Board and the Association.

5. It is anticipated that the majority of problems will be resolved at the Informal Step or Step 1 of the procedure. Only major and significant problems will be referred to Step 2 and above.

   a. Conferences required by this procedure will be scheduled at such times as will cause least disruption to the operation of the schools.

   b. Forms: See Appendix B.

ARTICLE 13. PARENTAL COMPLAINTS

A. The Board and the Association agree that complaints against employees are matters to be dealt with between the employee and the Administration. Therefore, any complaint received by an individual Board member toward a member shall be referred to the Superintendent.

B. If, in the opinion of the Superintendent, the complaint is substantial, the Superintendent shall inform the employee's administrator of the complaint.

C. At the option of the member, but within a reasonable length of time, one (1) of the following shall apply:

   1. The member shall have an opportunity to resolve the complaint individually with the complainant.

   2. The member, with the assistance and presence of the appropriate administrator, shall have a conference with the complainant for the purpose of resolving the problem.

D. Should the complaining party still not be satisfied, a formal meeting will be held between the complainant, member, and Superintendent.

E. Parental complaints will not be placed in a member's personnel file. When necessary, the building principal may conduct an investigation into a parental complaint. Such investigation may result in a letter of explanation or reprimand for the member, and a copy of such letter may be placed in the member's file.

F. Anonymous complaints will not be used.

G. Successfully resolved complaints shall not be reduced to writing.

H. A member may be accompanied by an Association representative if they so choose.

ARTICLE 14. R ESIDENT EDUCATOR PROGRAM

A. PURPOSE

The purpose of the Resident Educator Program is to provide a formal program of support, including mentoring, to foster professional growth of the Resident Educator. The program is designed to enhance the teacher's skills and keep the members in the District. The Ohio Department of Education shall not replace the negotiated employee evaluation system. The Resident Educator Program is required to be successfully completed by the Ohio Department of Education (ODE) prior to the issuance of a professional license to a teacher. (Additional details related to the program are contained in Appendix C.)

B. DEFINITIONS

1. Resident Educator Program

   A program of support provided by the Board, pursuant to the rules adopted by the Ohio Department of Education, to meet the unique needs of a Resident Educator who holds a Resident Educator license. The Resident Educator Program shall be up to four (4) academic years in length. When a Resident Educator is employed after the beginning of the school year, the Resident Educator Program shall be a minimum of one hundred twenty (120) school days plus the remaining three (3) academic years required by ODE.

2. Mentor

   A Mentor is a member assigned to provide professional support to a Resident Educator in conjunction with the Resident Educator Program.

3. Resident Educator Teacher

   A Resident Educator teacher is a new teacher in their first four years of employment who holds a Resident Educator License and is required to complete the ODE Resident Educator Program.

C. COMMITTEE

1. The Committee shall comprise of five (5) members, with three (3) appointed by the REA Executive Committee and two (2) appointed by the Superintendent by May 1 of each school year.

2. A meeting may be conducted if a majority [three-fifths (3/5ths)] of the members are present. The Committee shall act by a majority vote of the members present at the meeting.

3. Committee members shall meet annually to assign mentor/mentees. Release time may be provided to attend committee meeting as needed.

4. The Committee shall select the teachers who will act as Mentor Teachers.

D. MENTORS

1. Qualifications

   The applicant must hold a valid teaching certificate/license and have a minimum of four (4) years of teaching experience and one (1) year in the District.

2. Training

   Mentor Teachers shall be provided with an orientation to mentoring responsibilities and ODE training in knowledge and skills necessary to perform mentoring responsibilities. The District will pay all training fees and expenses for mentors.

3. Responsibilities

   a. The Mentor Teacher, in concert with the Resident Educator shall develop a program of professional support for the Resident Educator consistent with the ODE's requirements.

   b. The mentor does not have a formal evaluative role. The mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

4. Release Time

   Each Mentor Teacher shall be granted release time not to exceed three (3) days per year for direct mentoring activities, which may be used in quarter (1/4) day increments. Said release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the Superintendent.

5. Stipend

   Each Mentor Teacher assigned a First-Year Resident Educator who is required to complete the ODE Resident Educator Program shall be paid a stipend of One Thousand Dollars ($1,000).

6. Continuing Mentor Assignments

   Each Mentor Teacher assigned a Resident Educator in their second, third or fourth year of the ODE Resident Educator Program shall be paid a stipend of Eight-Hundred Fifty Dollars ($850) in the second year, Five Hundred ($500) in the third year and Two-Hundred ($200) in the fourth year.

E. LEAD MENTORS

1. Qualifications

   A District Lead Mentor should:

   a. have at least five (5) years of teaching experience in the School District;

   b. have served successfully as a Mentor Teacher in the District

c. have observation experience under the previous Lead Mentor if possible.

2. Selections

The District Lead Mentor will be appointed by the REA Executive Committee.

3. Responsibilities

a. The Lead Mentor will ensure that Resident Educator requirements are met.

b. The Lead Mentor will facilitate the support provided to Resident Educators and Mentor Teachers.

c. Lead Mentor(s) shall not participate in the evaluation of any Resident Educator and will not be requested or directed to make any recommendation regarding the continued employment of the teacher.

4. Release Time

The Lead Mentor will be provided release time not to exceed three (3) days per year to perform Lead Mentor duties. Additional release days may be granted at the Superintendent's discretion.

5. Lead Mentor will be paid a stipend of three thousand Dollars ($3,000).

F. RESIDENT EDUCATORS AND TEACHERS NEW TO THE DISTRICT:

1. Each Resident Educator required to fulfill requirements as set forth by ODE shall be provided with resources necessary to complete the program.

2. The Resident Educator shall be provided release time, not to exceed three (3) days per year, for the purpose of observing classes, meetings with their Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be coordinated by the Superintendent/designee.

3. The Resident Educator is not required to do an IPDP nor to utilize the LPDC process.

4. An effort will be made by the administration to assign an equitable workload/schedule to a Resident Educator.

G. PROTECTIONS

1. At any time, either the Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

2. All members of the Committee, Mentor Teachers, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

3. The regular evaluation of the Mentor Teacher shall not be affected in any aspect by the Resident Educator Program or its demands.

4. The Mentor Teacher shall not be held liable for the performance of a Resident Educator or evaluated based on the teacher's performance as a Mentor Teacher.

5. Resident Educators shall be provided all due process provisions allowed by the master agreement or Ohio Revised Code.

6. This Article shall not be subject to the grievance procedure.

H. PROGRAM REVIEW/REVISIONS

1. Committee - Mentor Teachers and Resident Educator Teachers may meet as a group with the resident Educator Committee prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent/designee not later than May 15.

2. Association/Board - Association and Board representatives may meet to discuss the recommendations prior to the next school year.

3. Mentor Teachers - In addition to meeting for program evaluation purposes, Mentor Teachers may meet on a periodic basis for coordination purposes.

I. RECORDS

The Committee shall determine to what extent to keep and retain records of its meetings, decisions, actions and recommendations to the extent permitted by law.

ARTICLE 15. LIABILITY INSURANCE

If a settlement occurs in a negligence claim in which a member is named as a party, the settlement of the liability claim shall not be used by the Board or Administration for purposes of any disciplinary action against the employee. This does not preclude the Board from taking whatever action may be appropriate based upon the acts of the employee, which action may be subject to the Grievance Procedure.

ARTICLE 16. MEMBER RIGHTS

A. STUDENT MEDICAL NEEDS/MEDICATIONS

Members shall not be required to administer medication, perform medical or quasi-medical procedures, or provide custodial care services to students. Students shall be referred to proper, designated personnel for this function. In emergency situations, members are expected to assist to the best of their ability. The Employer shall indemnify and save harmless from any liability, all members who administer medication, in accordance with Board policy, when they are the voluntary medical designee and/or when an emergency arises.

B. TRAVELING TEACHER

No traveling member shall be assigned a new activity in another building less than fifteen (15) minutes after the completion of another activity in another building.

C. INTERNAL SUBSTITUTION

In the event a member is requested to substitute for an absent member during planning time or by absorbing students of the absent member into the classroom, the internal substituting member shall be paid Twenty Dollars ($20.00).

D. STUDENT DISCIPLINE

1. State and Federal laws impose numerous restrictions and limitations on student discipline, including suspension, expulsion, and removal.

2. Consistent with State and Federal laws, members shall be provided pertinent information about the status of students in their classrooms where such information could aid the member in better understanding and working with the individual student.

3. The Board and Administration will provide members with needed support in dealing with student discipline, in accordance with the current student discipline plan.

4. Board Policy related to student discipline will be distributed and discussed at a staff meeting each year. Each school will have a written plan in place outlining how student discipline will be handled. The plan will include procedures to be followed when there are discipline problems and the Principal is out of the building. The Administration will draft a written plan to be distributed at the initial staff meeting.

5. Members shall have the right to temporarily remove disruptive students from their classrooms. Any member sending a student to the Administration shall confer with the Building Administrator or submit a signed copy of the discipline report. Following administrative action taken in accordance with the District Discipline Procedure, the student may be returned to the classroom. If the member indicates a desire for a conference with the Administrator (and optimally the student and/or parent), the conference will be scheduled as soon as the parties are available. The referring/sending member will be provided information about the status of the referral prior to the student's return to the classroom.

6. Except as otherwise provided by law or a direct court order, any student who commits any of the following actions towards a member of the bargaining unit shall be immediately removed from the care and responsibility of any member:

    a. Physical assault utilizing either the student's body or any other objects with the intent to harm or injure in any way;

    b. Verbal assault, which includes but is not limited to threats, stalking, or harassment; and/or

    c. Sexual assault, which includes but is not limited to sexual contact, threats of sexual contact, and inappropriate touching.

Prior to the student being returned to the care and responsibility of any bargaining unit member, a plan to protect the member(s) must be mutually developed between the association, member, and administration.

7. The Building Administrator will provide the member with a statement of the administrative disciplinary and/or corrective action taken.

E. CONTINUOUS IMPROVEMENT/ACADEMIC WATCH/EMERGENCY

The Association shall have the right to appoint members to any committee/team/panel established to address issues resulting from school district report cards, or addressing continuous improvement planning/implementation.

F. MTSS MEETINGS

Any member who is required to attend Multi-tiered System of Support (MTSS) meetings held outside of the school day shall be paid Sixteen Dollars ($16.00) for each such meeting.

G. GRADE SUBMISSION

1. Except at the end of the school year, grades shall be submitted on or before noon (12:00 PM) of the third work day after the end of the grading period. At the end of the school year, members will submit grades on the day after the last student day by 8:00 AM unless an alternate date is agreed upon by the member(s) and building administrator.

2. If a grade is changed by someone other than the teacher who awarded the grade the change will be put in writing. A copy of the change shall be given to the impacted teacher and a copy shall be placed in the student's file.

H. CREDIT FLEX PROGRAM

Teachers facilitating a Credit Flex Plan will be paid at the current year's Tutor Base Rate for any and all work required to create and complete the plan.

I. NON-RENEWAL PROCEDURE FOR LIMITED CONTRACT TEACHERS

The provisions of ORC 3319.11 shall be followed for non-renewal and shall not be subject to the grievance procedure.

J. TERMINATION

The provisions of ORC 3319.16 shall be followed for termination. Termination will not be subject to the grievance procedure.

ARTICLE 17. SUPPLEMENTAL CONTRACTS

A. **SCHEDULE**

	Previous Experience In Years				
	0-1	2-3	4-5	6-7	8+
**************************************ATHLETICS**************************************					
Administration					
Athletic Director (b)	31	33	34	35	36
Faculty Manager	10	12	13	14	15
Varsity Head Coaches					
Football (a)	13	15	16	17	18
Boys' Basketball	13	15	16	17	18
Girls' Basketball	13	15	16	17	18
Baseball	8	9	10	11	12
Softball	8	9	10	11	12
Gymnastics	8	9	10	11	12
Boys' Track	8	9	10	11	12
Girls' Track	8	9	10	11	12
Cross Country	8	9	10	11	12
Winter Track	8	9	10	11	12
Wrestling	8	9	10	11	12
Volleyball (b)	8	9	10	11	12
Boys' Soccer (b)	8	9	10	11	12
Girls' Soccer (b)	8	9	10	11	12
Golf	5	6	7	7	8
Tennis	7	8	9	9	10
Cheer Advisor (fall)	7	8	9	9	10
Cheer Advisor (winter)	7	8	9	9	10
High School Assistant Coaches (Junior Varsity)	0-1	2-3	4-5	6-7	8+
Football (b)	8	10	11	12	13
Boys' Basketball	8	10	11	12	13
Girls' Basketball	8	10	11	12	13
Boys' Basketball -Freshman	6	7	8	9	10
Girls' Basketball -Freshman	6	7	8	9	10
Baseball	6	7	8	9	10
Softball	6	7	8	9	10
Volleyball (b)	6	7	8	9	10
Boys' Soccer (b)	6	7	8	9	10
Girls' Soccer (b)	6	7	8	9	10
Wrestling	6	7	8	9	10
Boys' Track	6	7	8	9	10
Girls' Track	6	7	8	9	10
Middle School Coaches					
Football (b)	6	7	8	9	10
Assistant Football (b)	5	6	7	8	9
Boys' Basketball	5	6	7	8	9
Girls' Basketball	5	6	7	8	9
Boys' Track	5	6	7	8	9
Girls' Track	5	6	7	8	9
Cross Country	5	6	7	8	9

Wrestling	5	6	7	8	9
Assistant Wrestling	5	6	7	8	9
Volleyball- 7th	5	6	7	8	9
Volleyball- 8th	5	6	7	8	9
Cheer Advisor (fall)	5	6	7	8	9
Cheer Advisor (winter)	5	6	7	8	9

Athletic Stipends

Weight Trainer (Summer)	$750
Weight Trainer (Fall)	$750
Weight Trainer (Winter)	$750
Weight Trainer (Spring)	$750

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Additional Stipends

Aultman Ambassador	$650
MS Math Counts	$500
Website Management	$500
Spelling Bee	$200

B. ADDITIONAL PROVISIONS

1. The numbers in the salary schedule are whole percentages of the BA-0 Step on the salary schedule in Article 4.

2. Footnotes On Extra Pay For Extra Duty Schedule

   a. Three (3) weeks extended time paid at 1.0% of BA-0 Step for each week.

   b. Two (2) weeks extended time paid at 1.0% of BA-0 Step for each week.

   c. One (1) week extended time paid at 1.0% of BA-0 Step for each week.

3. Supplemental Pay Schedule

   All supplemental contracts will be paid in a separate check. After the last scheduled activity and the completion of all assigned responsibilities, the coach/advisor shall sign and submit an Extra Duty Pay Form to the Athletic Director/Administrator for approval. The Athletic Director/Administrator will either approve or deny the Extra Duty Pay Form within ten (10) days. The supplemental contract will be paid with the first regularly scheduled pay that is at least five (5) days after receipt in the Treasurer's Office of the Extra Duty Pay Form. An exception will be made for persons with year-long non-coaching contracts, who may elect to have their contracts paid in two (2) pays of one-half (1/2) the contract amount each, by contacting the Treasurer prior to November 1. Persons electing this option will be paid with the first scheduled pay in December and in June or at the end of the duty, whichever is earlier.

4. Supplemental contracts will be for one (1) school year only. Supplemental contracts will end with the end of the school year for which they are issued. They will be automatically non-renewed unless they are specifically renewed at the regular April Board meeting of each year.

C. EXTENDED TIME

1. The following positions may be granted extended time and paid the number of days of extended time multiplied by the employee's daily rate:

High School Guidance		
Full-time Counselor	-	15 days
Part-time Counselor	-	3 days
Counselor responsible for senior class	-	1 additional day
Middle School Guidance	-	8 days
Athletic Director	-	10 days
Elementary Guidance	-	3 days

Director of Library/Media Services	-	6 days
School Psychologist	-	15 days
Speech/Hearing Therapist	-	5 days
High School Administrative Assistant	-	10 days
Computer Coordinator	-	15 days
College Academy Instructors	-	2 days

2. All extended time will be scheduled by the appropriate supervisor.

ARTICLE 18. PAY SCHEDULE

A. NUMBER OF PAYS PER CONTRACT YEAR

1. Members shall be paid in twenty-four (24) installments for their regular duty. Members' paychecks will be deposited directly into the banks of their choice. Paychecks will be direct-deposited on the seventh (7th) and the twenty-second (22) of each month.

2. If a paycheck is due to fall on a bank holiday or Saturday or Sunday, then paychecks will be direct-deposited by noon (12:00 PM) the prior workday.

3. Each member will be provided with an electronic paycheck stub.

B. DEDUCTIONS

Mandatory deductions to pay shall be deducted equally from all remaining pays that school year.

C. EMPLOYMENT RETIREMENT CONTRIBUTIONS

1. The Board shall designate each employee's mandatory contribution to the State Teachers' Retirement System of Ohio as "picked-up" by the Board as contemplated by the Internal Revenue Service Ruling 77-"2" and 81-36, although they shall continue to be designated as employee contributions as permitted by the Attorney General Opinion 82-097. This will reduce the amount of employee income reported by the Board as subject to Federal and Ohio income tax by the current percentage amount of the employee's contribution which has been designated as "picked-up."

2. The amount to be picked-up/tax deferred on behalf of each employee shall be that set by law of the employee's compensation.

3. The picked-up/tax deferred amount shall apply uniformly to all employees of the bargaining unit.

4. No employee's total salary shall be increased by such "pick-up," nor is the Board's total contribution to the State Teachers' Retirement System of Ohio increased.

5. The "picked-up"/tax deferred amount shall become effective no later than September 15, 1984, and shall apply to all compensation including supplemental earnings thereafter.

ARTICLE 19. P ROFESSIONAL DEVELOPMENT PROGRAM

A. The Board shall appropriate funds for each contract year for professional development as follows in the amount of Twenty Five Thousand Dollars ($25,000). The funds shall be paid to members for examinations, courses, or workshops offering CEUs or college credit leading to certification/licensure or improvement in the member's qualifications for the current position held. Reimbursement is subject to the following conditions:

1. The member shall have taught in the Rittman District for a minimum of one (1) year. The member agrees to remain employed in the Rittman District for the remainder of the school year in which they receive reimbursement or they must pay back to the Board the amount received. [Payback is done through payroll deduction, or lump sum deduction from final paycheck.] If a member is RIFed they will not have to pay this money back.

2. A college course must be taken in education, the area of present certification/licensure, or any area of certification/licensure permitted by the State Department of Education leading to a new certificate/license. The member must first demonstrate that the course fits the above description. Workshops must lead to improvement in the member's qualifications for their present assignment and must offer CEUs. Approval or rejection will be based upon the aforementioned and/or sufficient money remaining in the fund.

3. Any courses may qualify for reimbursement upon the approval of the superintendent. Any course where the member is receiving any other type of aid will not be reimbursed unless the total cost exceeds the aid received.

4. Members may start courses/workshops at any time. Courses started during a school year that end after the conclusion of the fiscal year (June 30) will be applied to the next fiscal year.

5. The member must submit the Professional Development Application for Reimbursement along with proof of payment once paid for. The members must complete the course with at least a "C" grade or a "pass" if on a pass/fail basis. Evidence of successful completion in the form of an official transcript or certification of attendance must be submitted at the conclusion of the term/s in which the course or workshop was taken in order to receive reimbursement.

6. The rate of reimbursement will be the actual rate for the quarter hour or semester hour, or Five Hundred Fifty Dollars ($550.00) per quarter hour, Seven Hundred Dollars ($700.00) per semester hour, whichever is less. Under no condition will a member be reimbursed more than the actual tuition rate. [Maximum reimbursement per fiscal year will be three (3) semester hours or four (4) quarter hours.]

7. The request will be recognized on a first-come/first-serve basis until the maximum allocation has been exhausted.

8. If on April 1st funds remain, members may apply for reimbursement of up to three (3) additional semester hours or four (4) quarter hours completed or to be completed during the fiscal year (July 1 - June 30), additional workshop completed or to be completed during the fiscal year (July1 - June 30), or for the remaining unreimbursed balance from their initial (3) semester hours or (4) quarter hours. The member shall submit written proof in the form of an official transcript of completed credit from an institution recognized by the State Department of Education for its accreditation or an itemized receipt for payment and certificate of

attendance from the workshop sponsor. The member must complete the course with at least a "C" grade or a "pass" if on a pass/fail basis. Requests will be recognized on a first-come/first-serve basis until the maximum allocation has been exhausted.

9. Any monies not used will revert to the General Fund. The distribution of monies will be available during fiscal year July 1 – June 30.

B. Any Board/administrative required courses wherein the member agrees to take the course shall be totally paid by the Board.

C. CEUs shall be acceptable for professional development only, and shall not be used for advancement on the salary schedule.

D. CRIMINAL BACKGROUND INVESTIGATION FEES

The Board will reimburse members for 100% of fees for the criminal background check required for new hires and licensure renewal.

E. LICENSE RENEWAL FEES

The Board will reimburse members for 100% of fees related to licensure that occur at least one year after the member's initial date of employment. Members will submit proof of payment to receive reimbursement.

ARTICLE 20. PROFESSIONAL ASSOCIATION DUES/FEES

A. ASSOCIATION MEMBERSHIP

Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.

B. MEMBERSHIP CANCELLATION

Any individual who wishes to cancel their membership must notify the Association Treasurer in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period, but shall be responsible for all remaining dues and assessments of their current membership year and by such cancellation acknowledges that they are forgoing any rights specifically reserved to members of the Association.

C. PAYROLL DEDUCTION OF DUES

1. The Employer agrees to deduct from the wages of any employee-member of the Association, the dues, initiation fees and assessments of the Union, upon presentation of a written deduction authorization from any member of the Association. This deduction shall be without cost to the Association or the member.

2. Deductions of the annual dues assessments will be made in nearly equal pay period installments. Deductions by the District Treasurer shall begin with the first pay by September 15 each year using a list (in Excel format) of employee members and the dues

assessments for each member. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues in nearly equal pay period installments and shall begin after the member's second pay and continue through the member's remaining pays.

3. All monies deducted for such purposes shall be transmitted to the Union not more than five (5) days following the collection via electronic transfer to an account designated by the Association. Accompanying each deposit notification will be a complete listing of the names of the members for which a payroll deduction was made.

4. In the event an employee severs employment or cancels their membership outside of the cancellation period defined in this Contract, the District Treasurer shall deduct all owed and remaining dues from the employee's next check immediately following such notification.

5. A member who wishes to cancel payroll deduction of dues may do so by notifying the Association Treasurer and District Treasurer, in writing, not less than two (2) weeks prior to the effective date of payroll change.

ARTICLE 21. ASSIGNMENT/TRANSFER, VACANCY AND PROMOTION

A. ASSIGNMENTS

Each member shall be assigned to a specific position for which the member's certified/ licensed and notified in writing on or before July 1 of such assignment. Any member not so notified shall be reassigned to the same position held the previous school year. The Superintendent may reassign a member after notification and consultation.

B. VACANCY

Vacancies in teaching, administration, or supplemental positions shall be announced via email to staff. The provisions of the subsections shall be deemed complied with if such notice is sent by email to bargaining unit members. The provisions of this subsection shall be deemed complied with if such notice is sent by mail to such member's designated summer address. Vacancy notices shall remain open seven (7) calendar days. Any currently employed member shall have the right to apply for and to be interviewed for such vacancy for which such member is certified/licensed prior to filling of the vacancy. Interviews for administrative positions may be granted based on qualifications and experience. If a member applies for multiple vacancies during the same school year and those vacancies require the same licensure only one interview is required. If a member applies for multiple vacancies during the same school year and those positions are in different buildings and/or require a different licensure additional interviews will be granted.

C. VACANCY OCCURRING AFTER AUGUST 10

Should a vacancy occur after August 10 of any school year, the superintendent may post and interview said position simultaneously. The superintendent may hire immediately or fill the position with a long-term substitute.

D. VOLUNTARY TRANSFER

1. Members may request a change in position annually, by completing the Intention Form distributed by the Superintendent to all bargaining unit members by April 1 of each school year. No position shall be filled until seven (7) calendar days after posting via email.

E. INVOLUNTARY TRANSFER

1. An "involuntary transfer" shall mean a change in a member's assignment without the member's consent. An involuntary transfer shall be effected only after the members involved are given written notice as to the reasons for said transfer. The member may request, in writing, a meeting with the Superintendent to discuss the merits of the transfer. The member may at their option have a representative of their choice at this meeting. No member shall be transferred to a position for which they do not hold standard certification/licensure.

2. Prior to a member being involuntarily transferred:

    a. A meeting between the Superintendent or their designee and the member shall be held.

    b. Changes in teaching assignment from the previous year shall be discussed with the member before action is taken.

    c. Reasons for reassignment shall be shared and discussed with the member, with the final decision being made by the Superintendent or their designee.

ARTICLE 22. REDUCTION IN FORCE

A. REASON(S)

When by reason of decreased enrollment of pupils (in grade levels or in subject areas), return to duty of members after leaves of absence, changes in course offerings, suspension of schools or territorial changes affecting the District, financial reasons, or loss of a federally-funded position due to loss of Federal funds, the Board decides that it will be necessary to reduce the number of bargaining unit members, it may make a reasonable reduction.

Not less than twenty (20) days prior to any Board action to suspend contracts pursuant to a reduction in force, the Superintendent will meet with the Association President to discuss the reasons for the proposed reduction.

B. PROCEDURE

1. The Board of Education shall act on all continuing contracts prior to implementation of this procedure.

2. Members shall notify the Superintendent or their designee in writing of their intent to request leave, retire, return from leave or resign.

3. To the extent that reductions are not achieved through attrition, and circumstances permit, the Board shall proceed to suspend contracts for members who have been evaluated in accordance with the evaluation procedure required by law. Suspension of contracts shall be recommended by the licensure/certification area and an order shall be based on the following:

    a. In determining the position(s) to be reduced, eliminated or not filled, the following sequence shall be used:

        1. First, limited contract members shall be reduced first utilizing the following order:

            a. Licensure/Certification

            b. Competency as determined by formal evaluation

            c. When evaluations are comparable, seniority in the District shall prevail.

            d. Comparable will be defined as follows by final summative rating:

                1. All members defined as "Accomplished," "Skilled" or "Developing" will be deemed comparable to one another;

                2. All members defined as "Ineffective" will be deemed comparable to one another.

        2. Second, continuing contract members shall be reduced utilizing the following order:

            a. Licensure/Certification

            b. Competency as determined by formal evaluation

            c. When evaluations are comparable, seniority in the District shall prevail.

            d. Comparable will be defined as follows by the final Summative Rating:

                1. All members defined as "Accomplished", "Skilled" or "Developing" will be deemed comparable to one another;

                2. All members defined as "Ineffective" will be deemed comparable to one another.

    b. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee would receive under the contract.

4. "Seniority" will be defined as the length of continuous service as a certificated/licensed employee under regular full-time contract in this District. Exceptions to preferences for retention based on seniority may be made when it is necessary to do so in order to comply

with State and Federal laws relating to employment. Updated seniority lists shall be provided to the REA president by November 15th of each year. The REA president will return the list with any corrections by December 15. Seniority shall be determined by placing all members on seniority lists within their area or areas of certification/licensure giving preference, within each area of certification/licensure, first to teachers on continuing contracts, then to professionally or permanently certificated/licensed teachers or provisionally certified/licensed teachers on limited contracts, and finally to limited contract teachers with temporary or one-year vocational certification.

5. If two (2) or more members have the same length of continuous service, seniority will be determined by:

   a. the date of the Board meeting at which the member was hired; and then by

   b. the date the member signed their initial employment contract in the District; and then by

   c. the date of the application, if it can be determined; and then by

   d. any remaining ties will be broken by lot.

6. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.

7. Layoff shall occur by suspension of contract. Nonrenewal shall not be used to effectuate a reduction in force.

8. Using the criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order.

C. NOTICE

The Board shall notify every affected member and the Association President of those members being released, and provide a copy of the Layoff Procedures seniority list at least ten (10) calendar days prior to formal Board action to implement the layoff. As each person is reinstated, the Board shall notify the Association President.

D. RECALL

The names of members whose limited contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Members on the recall list will have the following rights:

1. If a vacancy occurs, the Board will send an announcement by certified mail to the last known address of each member on the recall list who is qualified according to these provisions.

   If a member on a recall list accepts full-time employment with another school district in a position requiring a certificate/license, and has determined not to return to the Rittman Exempted Village Schools, the member shall notify the Superintendent immediately and will be removed from the recall list.

2. Members on the recall list will be recalled in reverse order of layoff for vacancies in areas for which they are certificated/licensed.

3. It is the member's responsibility to keep the Board informed of their current address. Each member is required to respond by certified mail to the District Office as to whether or not the position will be accepted. The most senior of those responding will be given the vacant position. Any member who fails to respond or who declines to accept the position within ten (10) calendar days will forfeit all recall rights.

4. Any member who gains additional certifications/licenses while on the recall list will be credited at the time of submission to the Superintendent.

5. Members returning to employment after a RIF shall resume their previous contract status, seniority, salary, and existing fringe benefits.

6. If a position initially abolished is reinstated or if a new position(s) is established, an attempt will first be made to fill the vacancy from members on the recall list prior to filling such vacancy.

7. Consistent with COBRA and where group insurance policies permit, a member whose contract has been suspended may continue to participate in those benefits which are provided to those members in active employment provided that the member pays the total premium to the Board Treasurer one (1) week prior to the date the Board normally pays the premiums to the company.

8. This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

E. BUMPING

1. A member(s) whose position(s) are RIFed shall have the right to bump the least senior person with a comparable or lesser rated evaluation in an area for which they hold a certificate/license. If the bumping employee has more than one area of certification/licensure, the employee to be displaced will be the employee with the least district seniority in any of the bumping employee's areas of certification/licensure with a comparable or lesser rated evaluation. The bargaining unit member being bumped may in turn bump another bargaining unit member using the same criteria until all bumping is completed. The actual change in teaching assignments will be accomplished through assignment and/or transfer by the Superintendent.

2. Written notice of intent to exercise bumping rights must be given to the Superintendent in writing, with a copy to the Association President, within five (5) days of receipt of the written notice of intent to RIF notification. Within five (5) days of receipt of written notice of intent to exercise bumping rights, the Superintendent will provide notification in writing to the displaced employee, using the same criteria until all bumping is completed, and send a copy to the Association President. All written notifications will be sent the same day using electronic mail.

ARTICLE 23. EVALUATION

A. PURPOSES

1. To support informing instruction with data from formative and summative assessments for members.

2. To serve as a tool to advance the professional learning and practice of members individually and collectively in Rittman Exempted Village School District.

3. To assist members and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

4. To assist the administration in utilizing appropriate data to identify meaningful professional development opportunities for members.

5. To promote and foster professional and collaborative dialogue between members and credentialed evaluators.

B. EVALUATION PARAMETERS

1. Evaluation criteria will be explained to members prior to formal classroom observation. The Board shall provide training for members to assist them in understanding how the evaluation system will be applied. Evaluations will be done on the forms in the O TES Handbook. Evaluations done on forms other than the official forms shall not be considered valid by the Board.

2. Formal observations of members will take place on a mutually agreed upon date and will occur only when normal instruction is expected to take place. In case of unforeseen circumstances either party may revisit the agreed upon observation date.

3. The primary purpose of the evaluation procedure is to be used as a means for improving instruction.

C. EVALUATEES

1. Licensed employees that spend more than fifty (50) percent of their time providing content-related instruction will be evaluated pursuant to the Ohio Teacher Evaluation System.

2. Licensed employees that spend less than fifty (50) percent of their time providing content-related instruction will be evaluated pursuant to the Ohio Teacher Evaluation System. Exceptions may be made for members who do not provide any content-related instruction.

3. Licensed school counselors will be evaluated under the Ohio Schools Counselor Evaluation System (OSCES).

D. EVALUATORS

1. Evaluators will include administrators employed by the Rittman Exempted Village schools who are credentialed via state-sponsored evaluation training and have passed the online credentialing assessment.

2. Bargaining unit members shall not serve as a credentialed evaluator.

3. Each member will be notified of their credentialed evaluator, and the following shall apply:

    a. The evaluator shall be the member´s immediate supervisor provided that individual is credentialed. Should the immediate supervisor not be credentialed, the evaluator will be chosen collaboratively between the member and their immediate supervisor. Members with a rating of Accomplished have the option of selecting their credentialed evaluator.

    b. In the situation where a member is assigned to more than one building, the credentialed evaluator shall be one and not both of the building administrators. The evaluator may seek input from other administrators in whose building the member is assigned during the school year. Any input from other administrators shall be identified and provided to the members as a part of the evaluation.

E. FORMAL EVALUATION

All members shall be formally evaluated in accordance with the following provisions:

1. No members shall be fully evaluated more than once annually.

2. All monitoring or observation of members work performance shall be conducted openly and with full knowledge of the member.

3. Member performance shall be assessed based on standards for the teaching profession and criteria set forth in the evaluation instrument, the Ohio Teacher Evaluation System Handbook (OTES Handbook).

4. The credentialed evaluator shall rely on evidence provided by the member's Formal Observations, and the Walkthroughs/Informal Observations to evaluate a member's performance.

5. No misleading, inaccurate, or untimely information may become part of a members' evaluation.

6. The credentialed evaluator shall provide the members with access to all documentation, including but not limited to notes scripts, artifacts, and evidence collected during Formal Observations and Walkthroughs/Informal Observations.

7. No members shall be required to complete a Self-Assessment Form. This tool may be used by members as a resource.

8. Video or audio devices shall not be used to record teaching performance for evaluations, whether by the members or by the credentialed evaluator.

9. Formal Observations

   For classroom members the first Formal Observation will be a holistic observation at least thirty (30) continuous minutes in length and must be completed on or before the last day of the first semester on a date mutually agreed upon by the member and evaluator. The second observation will be a focused observation in the second semester. Both observations will be announced unless mutually agreed upon between the member and the evaluator. A member who is being considered for nonrenewal will have a third Formal Observation by May 1 which will be announced. The post-observation conference for the third formal observation, if needed, must be completed by May 10. If an improvement plan is issued at the end of an evaluation cycle it will commence in the subsequent school year.

10. No more than three (3) days prior to the two formal observations the members and evaluator will meet for a pre-conference at a mutually agreed upon time to discuss what the evaluator will observe. The pre-conference form is required for members in the first three years of their employment and members who are low performing. The member and evaluator may mutually agree not to have this meeting or to complete the pre-conference form. The pre-conference form must be turned in to the evaluator at least one (1) working day prior to the pre-conference.

11. There will be a post-conference between the member and evaluator within five (5) working days of the holistic and focused observations unless an alternative date is mutually agreed upon.

12. At the end of an evaluation conference both the member and the evaluator shall sign and date the evaluation form. The member's signature shall indicate only that they have read the evaluation. It shall further be the member's right to attach a statement of rebuttal to any evaluation form. The rebuttal statement shall be initialed by the evaluator to signify they have read it and shall thereafter be considered a part of the evaluation form.

13. Both the members and the evaluator shall have the right to the presence of a representative of their choice to be present at the evaluation conference. Either party wishing to be accompanied at the conference shall notify the other party at least one day prior to the conference of who will be at the conference with them.

14. In the event a member's absences interfere with the evaluation timelines (i.e. the member is on an approved leave and unavailable for purposes of evaluation), the evaluation timelines will be extended for a corresponding period. Upon the member's return to work, the member will assume the same contract status held at the time the leave began. This section expressly supersedes any conflicting provisions set forth in ORC 3319.11 and 3319.111.

15. Walkthrough/Informal Observation

    a. A walk-through is an informal observation for a limited period that will be a minimum of five (5) minutes and will normally not exceed fifteen (15) minutes.

    b. Walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

    c. Any evidence deemed by the evaluator to be pertinent to the evaluation process will be documented and shared, in writing, with the member within two (2) working days of the walk-through.

16. High Quality Student Data (HQSD)

a. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the members being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

b. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

c. All new vendor assessments may be piloted prior to being used as a source of HQSD, subject to the following:

   i. Participation in the pilot is voluntary.

   ii. All members and credentialed evaluators will be trained on the vendor assessment at the beginning of the pilot.

   iii. Members participating in the pilot shall be given release time to train, meet, and reflect on the vendor assessment.

d. HQSD shall be used as evidence in any component of the member's evaluation related to the following:

   i. Knowledge of students to whom the member provides instruction;

   ii. The member's use of differentiated instruction practices;

   iii. Assessment of student learning;

   iv. The use of assessment data;

   v. Professional responsibility and growth;

e. Recognizing that members are the experts in their profession, members will have the ability to make decisions in the selection of the source of HQSD unless required by law (i.e. Value-Added).

   i. The member must have at least two (2) sources of HQSD meeting the criteria above.

   ii. Sources of HQSD shall be formally agreed upon by the assigned evaluator and member.

   iii. Members will submit sources of HQSD to be utilized for evaluation purposes to their assigned evaluator no later than September 30 or each year.

   iv. Any source of HQSD not agreed to by the assigned evaluator shall be returned to the member with specific designation of deficiencies by October 15 with a

timeline of ten (10) work days for the resubmittal of the corrected or a selection of a different source of HQSD.

f. No evaluation factor shall be impacted by student performance on a test or tests.

17. Professional Growth and Improvement Plans

a. Members whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth.

b. Members whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with their evaluator.

c. Members whose evaluation rating is Developing shall develop a professional growth plan with guidance from their assigned evaluator.

d. For the members whose evaluation rating is Ineffective, the evaluator will formulate the Improvement Plan and review the plan with the member. An evaluator may place a member on an Improvement Plan at any time based on any individual deficiency in the evaluation system.

i. The Improvement Plan shall list the specific performance expectations, resources and assistance to be provided, and timelines for its completion.

ii. The District will provide for the allocation of financial resources to support professional development for staff on Improvement Plans.

iii. The focus of the Improvement Plan shall include no more than two (2) professional indicators documented as Ineffective through the formal evaluation process.

iv. The Improvement Plan will be of a reasonably sufficient duration (not less than six (6) weeks) to allow the member time to improve performance to a satisfactory level.

v. If the final evaluation indicates the member meets criteria for the professional indicators for satisfactory performance as outlined in the Improvement Plan, the evaluator of record will recommend that the member be returned to a non-improvement plan status.

vi. If the final evaluation indicates that the member does not meet the criteria for the professional indicators for satisfactory performance as outlined in the Improvement Plan, the evaluator of record may continue the Improvement Plan or recommend dismissal.

vii. In the event that the member and the evaluator cannot agree on the evaluator's expectations for the Improvement Plan, the member may request an additional administrator of the District to facilitate further discussion between the member and the evaluator.

18. The member shall be entitled to Association representation at any and all conferences in this evaluation process.

F. FINALIZATION OF EVALUATION

1. The member shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the member's OTES file. A copy, signed by both parties, shall be retained by the member.

2. Any member who receives an evaluation of "Skilled" shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the member is not making progress on their professional growth plan.

3. Any member who receives an annual evaluation rating of "Accomplished" shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the member is not making progress on their professional growth plan.

4. The Superintendent shall annually file a report to the ODE including only the following information:

    a. The number of members for whom an evaluation was conducted.

    b. The number of members assigned each rating (Accomplished, Skilled, Developing, or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated.

5. All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

6. Any alleged violation of the evaluation procedures shall be subject solely to the grievance procedure in Article 12.

7. Failure by the District to adhere to any timeline or condition established in this Agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the members at their current contract status. If timelines are missed by administration due to a member's failure to adhere to timelines or conditions, the evaluation will proceed as set forth in this document. The timeline may be extended if mutually agreed upon by both the members and the evaluator. This agreement must be in writing.

8. Basis for Termination

    The contract of a member may be terminated by the Board for good and just cause consistent with ORC 3319.16.

G. OHIO TEACHER EVALUATION COMMITTEE (OTES COMMITTEE)

The parties agree on the need for an ongoing comprehensive review of the teacher appraisal system, evaluation instrument(s), and protocol to comply with changes in the law and ODE requirements. To that end, the OTES Committee will be formed with representation of members appointed by the Association and administrators appointed by the Superintendent, in addition to the Superintendent or designee, for the purpose of reviewing the present evaluation and appraisal system and making recommendations to the Board and the Association for the adoption of improvements in the evaluation process and/or any corresponding evaluation instrument(s). The OTES Committee shall be an ongoing collaborative committee and recommendations, if any, will be made prior to the beginning of each school year. Changes recommended by the OTES Committee will not become a part of this Agreement unless adopted by the Board and approved by the Association and memorialized in an MOU. The OTES Committee will meet on an as needed basis.

ARTICLE 24. EMPLOYEE DISCIPLINE

A. Employees may be disciplined for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board of Education, or for other good and just cause. No member may be disciplined without "just cause" and compliance with the applicable provisions of this Agreement.

B. Employees shall have the right to representation after an initial disciplinary conversation with an administrator resulting in the written reprimand stage. The Association will be advised of infractions that could result in additional discipline.

C. Based upon the severity of the situation, disciplinary action may warrant deviation from the following procedural order:

1. Oral reprimand;

2. Written Reprimand;

3. One (1) to five (5) day suspension with or without pay; fringe benefits will be maintained;

4. Termination pursuant to ORC 3319.16.

D. Oral and/or written reprimand may be utilized for infractions which, in the judgment of the responsible administrator, do not warrant a suspension. A suspension with pay may be imposed at any time by the Superintendent either separately, or in conjunction with an oral or written reprimand. A suspension without pay may be issued, as determined by the Superintendent, in cases of serious misconduct, or where the health and/or safety of persons are involved. At the Superintendent's discretion, the Board shall utilize lesser disciplinary sanctions prior to suspension or termination.

E. No suspension shall be imposed until the member has had an opportunity to appear before a responsible administrator to explain their actions. The employee shall sign the written reprimand or other disciplinary notice indicating acknowledgement of the document. Such acknowledgement does not necessarily mean agreement to the document. Any written record of disciplinary action will be kept in the member's active personnel file.

F. Nothing herein shall preclude the Board from acting to non-renew or terminate any employment contract as permitted by the applicable laws and this Agreement.

ARTICLE 25. PERSONNEL FILES

A. The official personnel file system for all employees shall be kept and administered by the Superintendent.

B. Personnel records of Board employees shall be maintained in a manner that permits them to be used to meet the requirements of the District and for the protection of the employees. Records shall be open to the Board and administrators of certificated/licensed employees for the conducting of legitimate Board business. Any employee shall have access to their records and may place, as a part of that record, any response to correct alleged error or misinformation. No personal record shall be removed from its designated maintenance place without the written permission of the employee and the Superintendent.

No personnel records or information therein shall be released without the written notification to the employee by the Superintendent. Records released in answer to a court order will be done after all reasonable attempts at written notification to the individual whose records are requested.

C. No documents and/or other materials may be in a file which is obsolete, inaccurate, irrelevant, incomplete, untimely, or otherwise inappropriate. The employee shall have the right to request that the obsolete, inaccurate, irrelevant, incomplete, untimely, and/or inappropriate materials be removed from the file and destroyed. Such a request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the employee shall have the right to have the dispute processed through the negotiated Grievance Procedure beginning with the Superintendent's level. This procedure supersedes Ohio Revised Code 1347.

D. Personnel records of employees of the Rittman Exempted Village School District shall be maintained in accordance with applicable State of Ohio and Federal laws.

E. Personnel records shall include:

1. application for employment;
2. information necessary for State and Federal forms;
3. references (confidential if received under that designation);
4. current transcripts;
5. information necessary for payroll, tax withholding records;
6. previous work experience;
7. current certificates and/or licenses;
8. school level completed;
9. evaluation reports and employee response.

F. Each member will be provided a copy of any material that is to be placed in the file that is not member initiated. Any other documents in the file will be provided only upon request.

ARTICLE 26. CLASS SIZE

A. The pupil-member ratio shall meet or exceed the State Minimum Standards. There shall be no less than forty (40) classroom teachers per 1,000-Basic ADM and no less than five (5) Education Service Personnel (ESP) teachers per 1,000 students. For purposes of this Section, "classroom teachers" and "ESP teachers" shall be defined as per ORC 3317.023.

B. The Administration/Board will attempt to restrict each class size stated in Section A, above, (inclusive of mainstreamed, tutored, etc.), in any class in grades Kindergarten through and including Fifth.

ARTICLE 27. INDIVIDUALIZED EDUCATION PROGRAM

The parties recognize that the Board is obligated to provide a free appropriate public education to students with disabilities under the IDEA and/or Section 504. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not handicapped by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's education plan will be developed in accordance with their individual special needs.

A. INDIVIDUALIZED EDUCATION PLAN (IEP)

1. Employees whose duties would be impacted by an IEP shall be provided the opportunity to participate in the development of the IEP and be present at the IEP meetings.

2. Each member with responsibility for the education of a student on an IEP shall receive a copy of the IEP.

3. Any employee whose duties would be impacted by an IEP can request a meeting at any time to review and consider modifications to the IEP and/or the placement of the student.

B. SBH PLACEMENT

An SBH student shall not be placed in a member's classroom until a meeting has been held with the impacted member.

C. TRAINING

The Board shall strive to make available the opportunity for inservice training for members during the regular school year and day to assist in addressing the legal and education needs of disabled students in a regular education classroom environment.

D. SPECIALIZED HEALTH CARE PROCEDURES

Employees other than nurses shall not be requested or required to perform any medical procedure on a student. No member shall be required to provide custodial care services.

E. SUPPORT SERVICES

The Board shall provide individualized supplementary aids and services and the personnel necessary to provide or perform any supportive services which may be required by any student's IEP.

F. EVALUATION IMPACT

The performance evaluation of certificated/licensed employees who are impacted by an IEP shall not include any negative assessment because the short/long term goals of the IEP have not been met.

G. COMPENSATION FOR IEP MEETINGS

Any member attending an IEP meeting held outside the school day shall be paid Sixteen Dollars ($16.00), for each such meeting.

H. SPECIAL EDUCATION TEACHERS

Special Education Teachers shall be provided with two (2) days of extended time to prepare and write draft IEPs.

I. CONSISTENCY WITH LAW

Any provision of this Article that is inconsistent with Federal or State laws or regulations governing the education of disabled students shall be null and void.

J. ALTERNATIVE ASSESSMENT

Members who are responsible for developing Alternative Assessment Plans will be given four (4) hours of release time in the building for each student to develop the plan. No member will be required to develop or implement an Alternative Assessment Plan for a student without first receiving training regarding the specific requirements of such plans. Members may request this training from the District.

ARTICLE 28. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. PURPOSE

Pursuant to ORC 3 319.22, a Local Professional Development Committee (LPDC) shall be established to oversee, review, and determine that professional development plans for course work, continuing education units, and/or other equivalent activities that a District educator proposes to complete to meet standards adopted by the State Department of Education for the renewal of educator licenses.

B. TERM OF OFFICE

The term of office for members serving on the Committee shall not exceed three (3) years, except in unusual circumstances (e.g. no one else is interested in the position). Terms shall be staggered. The number of terms a Committee member may serve shall not be more than two (2) consecutively.

C. COMMITTEE COMPOSITION AND SELECTION

1. The Committee shall be comprised of five (5) members as follows: Three (3) teachers
   One (1) Principal
   One (1) other certificated/licensed District employee

2. The Rittman Education Association, pursuant to the Association's Constitution and Bylaws, shall appoint the three (3) members. The Principal and other certificated/licensed District employee members shall be selected by the District Superintendent.

3. In the event of a vacancy, the Committee member shall be replaced in accordance with C2, above.

4. If an Administrator requests, the members of the Committee will select one (1) of the three (3) REA representatives to serve while the administrators' Professional Development Improvement Plan is being reviewed for purposes of complying with Section A (Purpose), above. This will then create the following representation on the Committee:

   One (1) Teacher
   One (1) Principal
   One (1) other certificated/licensed District employee

D. CHAIRPERSON

The Committee Chairperson shall be determined by majority vote of the Committee members and shall serve for one (1) year. The Committee Chairperson shall be compensated Twelve Hundred Dollars ($1,200) per school year.

E. DECISION MAKING

Decisions shall be made by a majority vote of the Committee members present and voting. Three (3) members present shall constitute a quorum.

F. TRAINING

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs.

2. If the available training is during work hours, the Committee members shall be given paid release time to attend. If the training is outside the regular workday or year, the members shall be paid Ten Dollars ($10.00) per hour for actual training time.

3. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training.

G. MEETINGS AND COMPENSATION

1. The LPDC shall meet as often as the members deem necessary to complete their work. No later than September 10 each year, the Committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.

2. Committee members shall be paid Nine Hundred Dollars ($900.00) per person per school year.

3. The LPDC shall not have any authority to revise, change, delete, or modify any Article or section of this Negotiated Agreement.

H. APPEALS PROCESS

If the Individual Professional Development Plan (IPDP) is rejected by the LPDC, the LPDC will provide the member with clear reasons for rejection in writing. Members may then submit a revised plan within fifteen (15) workdays of receipt of the initial rejection notice, or, as may be the case, submit additional documentary materials or explanation to justify the plan. Either the member or the LPDC may request a conference to discuss any such concerns. The decision of the LPDC shall be final.

I. EVALUATION IMPACT

The evaluation of a member shall not be affected by the member's IPDP or by the LPDC process.

J. RECORDS

The LPDC shall keep and retain timely records of its meetings, decisions, and recommendations to the extent permitted by law. Records will be kept for at least ten (10) years or two licensure cycles per teacher. The Board shall provide a separate locked filing cabinet for LPDC records/files. Records shall be made available to building administrators, LPDC members, and the REA Executive Committee.

K. RECIPROCITY

The LPDC shall accept outside district approved IPDPss for any newly hired educator from another district as fulfilling all necessary requirements of the Rittman Exempted Village Schools renewal process. Hours already accumulated in the district of previous employment shall be honored. Remaining hours shall be accrued by attending Professional Growth sessions listed in the IPDP as approved by the Rittman LPDC.

L. ADMINISTRATOR'S COURSEWORK

Whenever an administrator's course work plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of members voting on the plan.

M. CONSISTENTLY HIGH PERFORMING

Per ORC 3319.22, Each local professional development committee will indicate whether or not an applicant meets the eligibility criteria for the Consistently High Performing Teacher designation as they review professional licensure renewal requests. Local professional development committees must keep good records for Consistently High Performing Teachers to ensure these individuals can easily renew their licenses. When such a member leaves a district, the local professional development committee, upon request by the member, will complete a verification form to confirm the individual's designation as a Consistently High Performing Teacher.

ARTICLE 29. LABOR/MANAGEMENT COMMITTEE (LMC)

1. The Rittman Exempted Village Board (the Board) of Education and the Rittman Education Association (REA) agree to establish a Labor Management Committee consisting of up to four (4) members appointed by the Association and up to four (4) members appointed by the Superintendent.

2. The Committee shall meet at mutually agreeable times, outside the workday, at least three (3) times per year, for the purpose of discussing, not negotiating issues of concern to both parties. Any LMC meeting may be canceled by mutual agreement of the Superintendent and the REA president.

3. The LMC will alternate the responsibility for the development of the meeting agenda between the REA and the Superintendent.

4. The REA will have the responsibility for dissemination of the meeting minutes within three (3) work days of the meeting.

5. The REA Committee members may request and receive training from the Federal Mediation and Conciliation Service for LMC.

ARTICLE 30. PRINCIPAL ADVISORY COMMITTEE (PAC)

1. The Rittman Exempted Village Board (the Board) of Education and the Rittman Education Association (REA) agree to establish a Principal's Advisory Committee (PAC) in each building consisting of up to five (5) members appointed by the Association and up to three (3) members appointed by the Principal.

2. The Committees shall meet at mutually agreeable times, outside the work day, at least four (4) times per year, for the purpose of discussing issues of concern. Additional meetings can be scheduled if the need arises and is mutually agreeable. Any PAC meeting may be canceled by mutual agreement of the Principal and the REA building designee.

3. The PAC will alternate the responsibility for the development of the meeting agenda between the REA and the Principal.

4. The REA will have the responsibility for dissemination of the meeting minutes within three (3) days of the meeting.

ARTICLE 31. EMPLOYMENT OF RETIRED CERTIFIED/LICENSED PERSONNEL

A. The Board is authorized to fill any certificated/licensed vacancy with a previously retired certificated/licensed applicant [i.e. retired from any public school district in Ohio, including the Rittman Exempted Village School District].

B. For purposes of salary schedule placement, a previously retired member (PRT) will be granted a maximum of ten (10) years' service credit upon initial employment. A PRT may not advance beyond Step 10 on the certificated/licensed salary schedule.

C. PRTs will be credited with all earned training/education for purposes of salary schedule placement.

D. PRTs will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal.

E. PRTs may be reemployed from year to year under limitations described in Paragraph D, above, with Board approval, but shall not be eligible for continuing contract status.

F. PRTs will not accrue seniority.

G. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.

H. PRTs shall qualify for the health insurance plans according to STRS Rules issued by STRS and effective January 1, 2009.

I. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of their last pre-retirement individual contract of employment in order to be considered for additional employment.

J. PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

K. PRTs shall be eligible to apply for supplemental contract positions, but are not entitled to such positions solely by virtue of their experience. Current employees who are otherwise qualified shall be given supplemental contracts prior to PRTs being considered for the same supplemental position.

ARTICLE 32. DURATION AND INTENT

A. All negotiated items between the Board and the Association that are not changed during the current round of negotiations shall remain in full force and effect and shall be carried forward automatically in writing to the new Contract.

B. If there is any conflict between policy/rule with this Contract, this Contract shall be controlling.

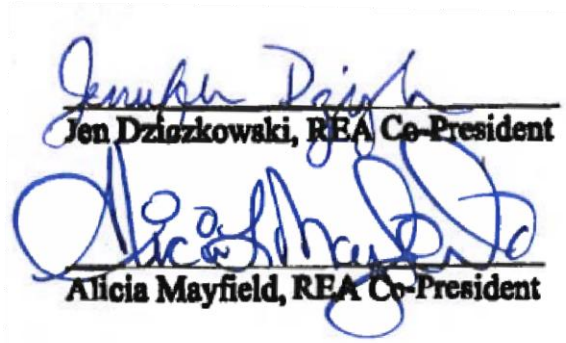
C. There shall be no reprisal against any member for any participation in or use of this Contract or negotiations thereof.

D. "Days," in this Contract, unless otherwise specified, shall be Monday through Friday excluding federally recognized legal holidays.

E. This Contract shall become effective July 1, 2023 and expires June 30, 2026

F. This Contract has been fully explained to and adopted by both the Board and the Association, who authorize their representatives to sign below this 21st day of March at Rittman, Wayne County, Ohio.

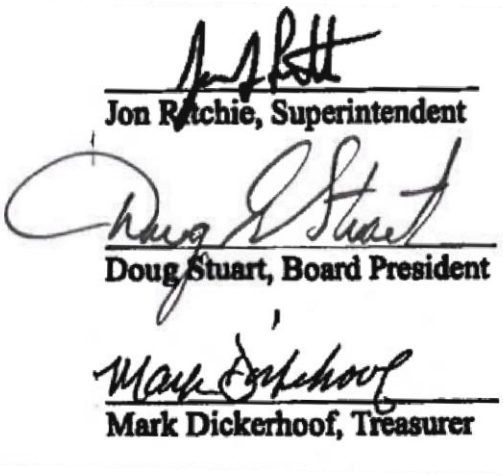
FOR THE ASSOCIATION



Jen Dziazkowski, REA Co-President

Alicia Mayfield, REA Co-President

FOR THE BOARD



Jon Ritchie, Superintendent

Doug Stuart, Board President

Mark Dickerhoof, Treasurer

APPENDIX A

RITTMAN EXEMPTED VILLAGE SCHOOLS
APPLICATION FOR ASSAULT LEAVE

Employee Name_____

Date Submitted_____

School Assigned_____

The undersigned says that he/she is hereby making application for the use of Assault Leave as provided in the current Negotiations Agreement between Rittman Board of Education and Rittman Education Association and that the use of such Assault Leave is justified for the following reason(s):

1. Describe reason for request:

2. Was/Is medical attention required:
   Yes_____ No_____

3. If "Yes," please state the name and address of the physician and date(s) consulted:

   Name_____

   Address_____

   Date Consulted_____

4. I hereby request_____day(s) of assault leave beginning_____, 20____, and
   (date)
   ending_____, 20_____.
   (date)

   _____
   Signature of Employee

   Approved_____
   (Superintendent's signature)

   Disapproved_____
   (Superintendent's signature)

   Reason_____

RITTMAN EXEMPTED VILLAGE SCHOOL DISTRICT

FORM A: GRIEVANCE PROCEDURE

COMPLAINT BY THE AGGRIEVED
(Please type or print)

RITTMAN EXEMPTED

VILLAGE SCHOOL DISTRICT FORM B:

GRIEVANCE PROCEDURE

DECISION
ON
GRIEVANCE

(To be completed by principal, administrator or Board of Education at whatever step of the grievance procedure is appropriate.)

Aggrieved Person_____

Date of Formal Grievance Presentation_____

DECISION:_____

_____

_____

_____

_____

_____

Date of Decision_____(Signature and titles of person(s) rendering decision)

_____

_____

_____

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision.

_____ I do not accept the above decision and hereby request that the grievance be carried to the next step in the procedure.

REASONS FOR REFUSAL REQUESTED:_____

_____

_____

Date of Response_____

_____

Signature of Aggrieved Person

RESIDENT EDUCATOR

A. Committee

1. A meeting may be conducted if a majority [three-fifths (3/5ths)] of the members are present. The Committee shall act by a majority vote of the members present at the meeting.

B. Mentors

1. Qualifications

a. The applicant must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

b. Approved applicants must complete mentor training.

2. Responsibilities

a. Consult with and otherwise assist the assigned Resident Educator member on a regular basis within the instructional day.

b. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.

c. The mentor will attend regional mentor network meetings.

d. The Lead Mentor meets on a regularly scheduled basis with Mentor Teachers to discuss the needs of the Resident Educators and to engage in professional development.

e. The Lead Mentor collects evidence of ongoing communication between the Mentor Teachers and Resident Educators.

f. The Lead Mentor may conduct an annual review of the Resident Educator Program based on input from all program participants.

C. Resident Educators and Teachers new to the District:

1. Each Resident Educator shall be given an initial orientation on the following matters.

a. The pupils and community to be served;

b. School policies, procedures, and routines;

c. Courses of study, competency-based education programs, and responsibilities for lesson plans;

d. The layout of the facilities of the assigned school building(s);

e. The nature of the Mentoring Program which will be provided; and

f. Additional information a new member may need to be adequately prepared for a specific assignment.

2. Each Resident Educator shall be provided with the following throughout the school year:

a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;

b. Assistance with the management tasks identified as especially difficult for new teachers;

c. Assistant in the improvement of instructional skills and classroom management; and

d. The opportunity to consult/observe other teachers both within and outside of the District.

D. Program Review/Revisions

1. Committee – Mentor Teachers and Resident Educators may meet as a group with the Mentoring Committee prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent not later than May 15.

2. Association/Board – Association and Board representatives may meet to discuss the recommendations prior to the next school year.

3. Mentor Teachers – In addition to meeting for program evaluation purposes, Mentor Teachers may meet on a periodic basis for coordination purposes.

E. Records

The Committee shall determine to what extent to keep and retain records of its meetings, decisions, actions and recommendations to the extent permitted by law.