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AGREEMENT BETWEEN
THE SOUTH POINT BOARD OF EDUCATION
AND
THE SOUTH POINT ASSOCIATION OF CLASSROOM
TEACHERS/OEA/NEA

AUGUST 1, 2012 TO AUGUST 31, 2014

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**ARTICLE 1
ASSOCIATION RIGHTS**

1.01 Recognition

The South Point Board of Education (hereafter referred to as the Board) recognizes the South Point Association of Classroom Teachers/OEA/NEA (hereafter referred to as the Association) as the sole and exclusive representative for the purpose of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code for all certified staff members employed by the Board in the employee bargaining unit as set forth below.

1.02 Definition Of Bargaining Unit

Included in the bargaining unit are all certificated personnel employed by the Board as classroom teachers, counselors, librarians, and the school nurse. Excluded are superintendent, assistant superintendents, principals, assistant principals, and other administrative personnel as defined in Section 4117.01 (K) of the Ohio Revised Code and all non-certificated or management, or supervisory, or confidential personnel, as those terms are defined by the Ohio Collective Bargaining Law, and substitutes.

1.03 The District shall not hire an administrator or non-bargaining unit employee for the teaching, on a regular basis, of classes which are normally taught by bargaining unit members.

This restriction will not prohibit and does not apply to an administrative employee teaching or performing bargaining unit work on a limited or fill-in basis, which could include the teaching of one or two courses per day on a regular basis, filling in for teachers who are not able to be in their classes, and when a substitute is not practical and/or available for the performance of certain supervisory functions over children during limited periods during the day.

1.04 Exclusive Rights

Recognition of the Association as the employee representative shall entitle the Association certain exclusive rights. Only the Association and its affiliated or parent organizations shall have the following rights:

- A. The building representatives of the Association in each individual school will have the use of a bulletin board, designated for Association business.
- B. Deduction of yearly dues and of fees shall be authorized for payroll deduction to the Treasurer for the following:
 - 1. UEP (United Education Profession)
 - 2. Departments of the Ohio Education Association as found on the yearly enrollment form.

3. Group Income Protection Insurance.
4. Savings (US Bank, WesBanco Bank, Desco)
5. Annuities (TSA) and retirement plans.
6. Credit Union.
7. Christmas Club (US Bank, WesBanco Bank, Desco).
8. Appropriate State income tax for bargaining unit members residing in contiguous states, if the employee submits the request in writing.

Payroll deductions should be continuous until revoked by the employee in writing and at the appropriate time. Authorization for payroll deductions for membership in the Association and affiliated organizations will be on an annual basis. The Association and the Treasurer of the Board will mutually establish the cutoff date for payroll deductions. The total amount of deduction will be prorated into not less than twelve (12) equal consecutive installments, effective with the pay period mutually agreed upon, in writing, as the starting period. The bargaining unit member's dues will be paid in full by the last pay in June. All association dues will be paid in full to the OEA by July 15.

Dues deduction shall be transmitted to the proper agency within forty (40) days after the deductions are made.

9. Changes in payroll deductions for items listed in 1.04, Section B 3-8 shall be authorized in writing by the employee during the open periods, which are the first full weeks of September, December, March, and June. Changes will take place the first paycheck of the following month.
- C. Representatives of the Association may make announcements during school faculty meetings.
 - D. Representatives of the Association may to make announcements on school public address systems.
 - E. The Association building representative will have permission to use individual school equipment including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, when such equipment is not otherwise in use. Association use of a school building will be permitted provided that: (1) request is made and use arranged for in advance; (2) all equipment will be checked as to condition by the building principal or his designated representative and the Association building representative prior to its use so that, in the event of damage or breakage, the Association will be responsible to repair or replace, at prorated market value; (3) supplies in connection with such equipment used will be furnished or paid for by the Association.

- F. The Association shall have the privilege to place organizational identification on its members' mailboxes.
- G. The Association shall receive advance notification of all regular and emergency/special Board meetings and an advance copy of the agenda of each regular and emergency/special Board meeting if such is available. Such agenda shall be sent to the Association President by inter-school mail at the same time it is sent to the news media. Two (2) representatives of the Association shall be accorded the same seating privileges as the press at regularly scheduled or special meetings of the Board. A representative of the Association shall be permitted to address the Board during the hearing of the public during the Board meeting prior to the board's opening discussion to other representatives of the public. Minutes of Board meetings will be made available to the Association President upon request.
- H. Names and addresses of newly employed certified staff members shall be provided to the Association following Board approval of their contract.
- I. The Association shall have the right to participate in the initial planning and orientation meeting for new professional staff members.
- J. The Association shall be serviced by the Board's regular daily inter-school mail pickup and delivery.
- K. The Association may purchase supplies and materials from the Board's supplies at the price paid by the Board.
- L. The Superintendent will authorize up to fifteen (15) days with pay (Association Leave) per calendar year collectively to members elected or appointed to represent the Association. The Superintendent will authorize up to twelve (12) additional days, with pay for Association Leave per calendar year collectively to any employee elected or appointed as a statewide officer of the Association.
- M. The President of the Association and/or a designee and/or the labor relations consultant of the Association shall have the right to visit schools. Either prior to or immediately upon the President's or labor relations consultant's arrival at any school, the President and/or labor relations consultant shall advise the Principal or, in his absence, the acting building administrator, of his/her desire to visit the school and secure the permission of such administrator to make the visit. Such permission will not be denied, but may be delayed only if the visit, at the time desired, will interfere with the normal teaching duties of the professional staff member to be contacted. Upon arrival at the building, the President of the Association shall notify the building principal of his/her presence. Visits that are made to discuss with the Principal special problems of professional staff members must be arranged in advance with the Principal, or in the Principal's absence, with the acting building administrator.

- N. If negotiations meetings between the Board and the Association are scheduled during a school day, the members of the Association's negotiating team will be relieved of all regular duties without loss of pay as necessary in order to permit their participation in such meetings.
- O. The Association BR's may call meetings of Association members assigned to the building. Prior to scheduling or calling any such meeting, the Association BR shall advise the building principal of the meeting. No Association meeting may be scheduled during class time, in conflict with other previously scheduled meetings, or at any time when the meeting will disrupt the work activity of any professional staff member to be in attendance at the meeting without the prior approval of the building principal. Such approval shall not be unreasonably denied.
- P. The Association President will not be assigned any extra duty in order to conduct the necessary Association business.
- Q. Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the South Point Association of Classroom Teachers a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

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

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

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

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

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the ORC and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

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

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

- R. The Association will make available to all professional staff members a directory listing the names, addresses, phone numbers and job assignments on record of all employees of the Board, except employees who have specifically requested that they not be listed in this directory.
- S. The Association will provide a copy of this contract to all professional staff members. Copies will be distributed by the Administration upon employment.
- T. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its activities.
- U. A bargaining unit member shall have the right to Association representation at any meeting he/she reasonably believes may result in an adverse personnel action.
- V. The Association shall be given a copy of all current Board policies and procedures which affect members of the bargaining unit. The Association shall be given all additions and changes in such policies and procedures upon their passage by the Board.

1.05 Labor-Management Meetings

The representatives of the Administration shall meet at least once a month with the representatives of the Association, if requested by either party, at mutually convenient times, to discuss matters of mutual concern. Minutes of meetings shall be taken by the Association secretary and submitted to the Administration for approval. After approval, a copy of such minutes shall be returned by the Association to the Administration, with the Association President's signature. Minutes, indicated as approved, shall be considered the official minutes of the meeting.

1.06 Faculty Council

Within each school building there shall be a School Faculty Council consisting of professional staff members assigned to each school building. Such council shall have among its members the Association BR's. The building principal or his designee shall be a nonvoting member of the School Faculty Council. The size, additional membership, and chairperson of the Council will be decided by the faculty no later than September 30th of each school year at a meeting of all faculty assigned to the building principal. The first meeting of the Council must be scheduled by the chairperson by mid-October.

The purpose of the Council will be to provide a vehicle for communication between the professional staff members and the administration of the school concerning matters unique to the school, which have not been made the subject of a grievance.

The Council will meet upon call of either the building principal or the chairperson, or of a majority of the professional staff members who are members of the School Faculty Council. All professional staff members will have the opportunity to place items on the agenda. The agenda will be distributed to the staff at least twenty-four (24) hours before any regular meeting. Minutes of all meetings will be distributed to the professional staff members following each meeting.

The Council may consider: (1) discussion of building policies and procedures; (2) building maintenance and cleanliness; (3) student discipline; (4) instruction\programs; and (5) other similar matters. Membership on the Faculty Council will neither be used to jeopardize a professional staff member's job security nor to adversely affect a professional staff member's evaluation or advancement.

1.07 Maintaining Membership

The individual member is responsible for maintaining their membership status in SPACT/OEA/NEA while on approved leave, RIF, suspension or during litigation.

ARTICLE 2 GRIEVANCE PROCEDURE

A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher, group of teachers, or the bargaining agent and/or the interpretation, meaning, or application of the provisions of the negotiated agreement.

2.01 Definitions

- A. The term "grievant" or "aggrieved" shall include all members of the bargaining unit, any group of members acting as a class, the bargaining agent itself acting on behalf of itself or for any member or group of members.
- B. The term "day(s)," when used in this Article, shall be workdays, i.e. Monday through Friday, including the period for time when school is not in session. Workday(s) shall not be considered holidays, spring/Christmas break, national holidays, or calamity days.
- C. "Representation or representative", as provided for in this section shall be any member of the bargaining agent chosen by the aggrieved, legal counsel of the aggrieved, or any other person of the aggrieved's choosing.

2.02 Rights of the Grievant

- A. A grievant may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by the bargaining agent, or by counsel, or by any other person of the aggrieved's choice, except that the aggrieved may not be represented by an officer or employee of any teacher organization other than the recognized bargaining agent.
- B. 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, except that it shall be subject to the right of the Association to be present at the settlement of all grievances and provided that the settlement is not inconsistent with the terms of this Agreement.
- C. Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any governmental agency, regulatory body, or any court of law with jurisdiction to this school district.
- D. No grievance may be submitted to arbitration without the consent of the bargaining agent.
- E. If a grievance appears to arise from the action of an authority higher than the immediate supervisor and/or affects a group of members or the bargaining agent, it may be submitted at Step II described herein.
- F. Any grievance not settled at an informal level shall be reduced to writing on the Grievance Report Form included in the Appendix of this Agreement.
- G. 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.

- H. The fact that a grievant files a grievance shall not be recorded in the grievant's personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant be placed in jeopardy or be the subject for reprisal or discrimination for having followed or utilized this grievance procedure.
- I. Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties.
- J. All written grievance communications shall be hand-delivered or mailed, certified mail, return receipt requested.

2.03 Informal Step

If a grievant believes there is basis for a grievance, the grievant may first discuss the matter with an immediate supervisor in an effort to resolve the problem informally.

2.04 Step I

If the grievance is not resolved within five (5) days of such informal meetings, or if the aggrieved has elected not to use the informal procedure, the aggrieved may present a formal claim to his/her immediate supervisor by submitting a completed Grievance Report Form. Within five (5) days of receipt of the grievance, the immediate supervisor shall meet with the aggrieved's representative(s), if elected by the aggrieved, in an effort to resolve the matter. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the Report Form and returning it to the aggrieved and the Association.

2.05 Step II

If the aggrieved is not satisfied with the disposition of the grievance in Step I, the grievant and/or the Association shall complete the Grievance Report Form, Step II, and submit the grievance to the Superintendent within five (5) days of receipt of the Step I response. The Superintendent and/or designated representative shall meet with the grievant and/or his/her representative to resolve the matter. Within five (5) days of this meeting, the Superintendent shall indicate in writing his disposition of the grievance by completing his portion of the Grievance Report Form and forwarding it to the aggrieved. The Association shall be notified in writing of said disposition.

2.06 Step III

If the aggrieved is not satisfied with the suggestions for resolution received at Step II, he/she may, within five (5) days of receipt of the written response, make written request to the Superintendent for a hearing with the Board and the Association.

The meeting shall be held within fifteen (15) days of the request or the next scheduled Board meeting.

Within five (5) days of the meeting, the President of the Board shall provide the aggrieved with a written response stating the position of the Board and the suggestions for resolution of the grievance with a copy being sent to the Association.

2.07 Step IV

If the aggrieved, with concurrence of the Association, is not satisfied with the disposition of the grievance at Step III, it may within ten (10) days of receipt of the Board's disposition submit the grievance to arbitration by the Federal Mediation and Conciliation Services (FMCS) or Arbitration Mediation Services (AMS) or whose rules and regulations shall likewise govern the proceedings. The arbitrator may not add to, alter, or delete the terms of this negotiated Agreement.

If the grievance is not satisfactorily settled in Step III, the Union may submit the grievance to arbitration. A request for arbitration must be made within ten (10) calendar days following the date the grievance was answered in Step III by submitting a request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) or Arbitration Mediation Services (AMS), and sending a copy of such request to the Superintendent.

Upon receipt of the arbitrators' list, the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternative strike method and a flip of the coin shall determine which party shall strike last from the list.

Either party shall have the option to reject the list of names provided by FMCS or AMS and request a second list.

The arbitrator shall have all power and remedies within lawful statutes to render an award, which shall be final and binding on both parties. In cases where the arbitrability of an issue is questioned, the matter arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to a ruling by the arbitrator on the merits of the issue.

The cost for the services of the arbitrator shall be borne by the losing party.

2.08 All grievances shall be filed within twenty-five (25) days of the date that the grievant knew or should have known that a violation occurred.

If the Association provides written notice to the Superintendent that it intends to submit a potential grievance matter to the Labor-Management Council, the timelines shall be waived automatically and the Association shall have an additional five (5) days following the actual Labor-Management Council meeting in which to formally file the grievance if discussion and any necessary action at the Labor Management Council does not result in a resolution that is satisfactory to the Association. The parties may mutually agree to further extend the filing timelines.

- 2.09** If such disposition is not timely filed by an administrator at any Step, the grievance shall be considered denied and the grievant shall automatically proceed to the next step.

ARTICLE 3

TEACHER EVALUATION AND FAIR TREATMENT

THIS ARTICLE COMPLIES WITH OHIO REVISED CODE SECTIONS
3319.11 AND 3319.111, 3319.112

3.01 Evaluator

Evaluation of an employee shall be conducted by the employee's immediate supervisor and/or an administrator designated by the Superintendent due to the extended illness of the employee's immediate supervisor. In the event an employee performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a contract pursuant to ORC Section 3319.01 or 3319.02 and must hold at least one (1) certificate named under Division (E), (F), (H), (J), or (L) of ORC Section 3319.22.

3.02 Evaluation

- A. All formal evaluations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, or audio systems and similar surveillance devices for monitoring, observing, or evaluating the work performance of a teacher shall be strictly prohibited.
- B. A minimum of three (3) formal observations shall be conducted to support each performance evaluation. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least two (2) weeks between the formal observations. The Principal of the building may do walk throughs of ten (10) minute durations or less.
- C. The formal observations shall be preceded by one (1) conference between the evaluating supervisor and the teacher for the purpose of: (1) the supervisor to fully explain the evaluation process, and (2) the teacher to explain his/her objectives for that class. No teacher shall be evaluated on his/her classroom performance except after fair and reasonable observations of the classroom work of the teacher by the supervisor charged with the responsibility of evaluating that teacher.
- D. Observations resulting in identification of performance deficiencies shall be followed within seven (7) work days by a conference between the evaluator and the employee in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the employee at the post-observation conference.

The supervisor involved in the particular area of the employee's work shall assist the employee in correcting deficiencies. The evaluator shall submit a written plan for correcting the deficiencies, which shall include ways in which the supervisor shall assist the employee to correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency.

- E. All members on limited contracts, which expire at the end of the school year, shall be evaluated between October 1 and January 15.

Employees whose performance has been found deficient to the extent that a recommendation of contract nonrenewal or other adverse personnel action is a strong possibility will be subject to a second evaluation which shall be conducted between March 1 and April 1. Other members may also be subject to a second evaluation, which shall be conducted between March 1 and April 1.

- F. No later than February 10, for a member on a limited contract which expires in that school year, both a copy of the formal written evaluation report shall be given to the member and a conference shall be held between the member and the evaluator.

No later than April 10, for a member on a limited contract for whom a second evaluation was conducted, both a copy of the formal written evaluation report shall be given to the member and a conference shall be held between the member and the evaluator.

- G. The performance evaluation of an employee shall be based upon the observations of the employee's performance and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report. The final evaluation report shall be completed by April 10, signed by both parties, and sent to the Superintendent.
- H. The employee shall have fifteen (15) work days of receipt of the report to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.
- I. All bargaining unit members shall be evaluated using the evaluation instrument included in the Appendix to this Agreement.
- J. This evaluation procedure does not apply to supplemental positions or any substitute who has worked less than 120 days in the local district prior to April 1.

Should a substitute work more than 120 days prior to April 1 or after, the time periods for conducting the evaluations will be extended for a reasonable time.

- K. If it has been impossible to meet the deadlines set forth in this procedure due to the absence of the employee or school closures, reasonable extensions may be taken by the Employer to conduct the evaluations; however, all evaluation procedures must be completed by April 10.

3.03 Fair Treatment

- A. The reason(s) for nonrenewal of a teacher's contract shall be *based* on the formal evaluation of the teacher's ability as set forth in the evaluation procedure in the Ohio Revised Code. Such reasons will be given to the teacher in writing ten (10) work days prior to any Board action on the teacher's contract.
- B. The administration will fully inform all teachers of any evaluation procedures, criteria, and instruments which subsequently shall be used in their evaluation.
- C. All alleged misinterpretations or misapplications of the evaluation procedure may be submitted to the grievance procedure by the teacher and/or the Association. If it is determined through the grievance procedure that the evaluation procedure has been violated in any way or that the teacher is being non-renewed without JUST CAUSE, the teacher will be deemed reemployed pursuant to the contract sequence article.

3.04 Ohio State Testing

It is specifically agreed that student state test scores shall be used as the fifty percent (50%) of indicator of a teacher's ability to teach as such test scores are the result of the ability of the student supported by the accumulative efforts of the student, their parents, their teachers, and the school district.

ARTICLE 4 PERSONNEL FILES

- 4.01** The Board agrees that the Superintendent shall maintain the only official personnel file system. The Administration shall be responsible for developing necessary and reasonable rules regarding office employees' access to the system, proper placement of material, and the security of the system in accordance with the provisions of this Article. The Administration shall inform all office employees who may work with this system of all maintenance rules. Further, the Administration shall make necessary provisions to assure that information is maintained with accuracy, relevance, timeliness, completeness, and in accord with this Article. The file regarding any teacher who is going to be non-renewed, or regarding any action against a teacher regarding contracts, the file shall be current and in the Administrative Offices by April 1. All other materials for the personnel files shall be in the employee's files by June 15.

- 4.02** The purpose of this system is to serve as a repository of records that are necessary and relevant to the individual teacher's employment and professional responsibilities.
- 4.03** Access to the personnel file of an individual will be limited to the following: the Teacher, the Superintendent, the Treasurer, the individual teacher's immediate principal or supervisor, and in the case of a transfer, the principal or immediate supervisor for that position.

The personnel file shall be considered confidential; however, the Board shall comply with Ohio Revised Code 149.43. When any individual(s) or agency(ies) or organization(s) makes a request regarding a bargaining unit employee(s) under ORC 149.43, the Board shall assure each of the following conditions:

1. The Board shall immediately issue a written notice to the employee that a request for his/her personnel records has been made. The notice shall contain the name(s) of the individual(s), agency(ies), or organization(s) making the request, the date the request was made, and the specifics of the request. The notice shall include the date and time that the Board shall make the file available to the requesting party, and the employee shall have the right to be present. The employee shall have the right to be accompanied by union representatives. At least three working days notice shall be given to the employee before access to his/her file shall be granted.
 2. The Board shall prepare a full set of all documents copied by the party inspecting the employee's files and shall immediately provide, at no cost to the employee, the full set of documents to the employee.
 3. At no time shall the Board allow inspection of, or copying, of any medical records, social security numbers, home addresses, trial preparation materials, or other kinds of information specifically protected by statute.
- 4.04** The teacher shall have access to all personnel information contained in the system within two (2) work days of request. There shall be no charge for access to the system. Except for the Superintendent and the Treasurer, all persons viewing the files shall initial and date each file each time the file is examined.
- 4.05** Upon request by the teacher, the Administration shall:
- A. Inform of the existence of any personal information in the system.
 - B. Permit the member and his/her attorney to inspect all personal information contained in the system.
 - C. Inform the teacher regarding the types of uses made of the information, including the identity of users of the information.
 - D. Grant the right to be accompanied by a person of his/her choice when examining information contained in the file.

- E. Upon written approval of the member, grant access to the member's attorney or other representative.
 - F. Furnish the member with a copy of any information contained in the system.
- 4.06** The teacher shall have the right to read all information that is to be placed in the file prior to the actual placement and shall indicate that the material has been viewed by placing his/her signature and date on the material. The signing of the material does not indicate that the teacher agrees with the content of the document; furthermore, the teacher shall have the right to respond, in writing, to any material that is to be placed in the system. Said response shall be attached to and shall become part of the document that is to be placed in the system. The response shall be included should disbursal of the original document be made.
- 4.07** No parent complaints will be placed in the personnel file of a teacher unless:
- A. The allegation is in writing and is signed by the parent.
 - B. A conference was held including the parent, teacher, and the principal or immediate supervisor.
 - C. The results or findings of the aforementioned conference have been reduced to writing by the immediate supervisor and approved, in writing, by the teacher. Said results of findings shall be attached to the complaint.
- 4.08** No anonymous letters or material will be placed in the system.
- 4.09** No material defamatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file.
- 4.10** The teacher shall have the right to dispute the accuracy, relevance, completeness, or timeliness of information contained in the system. The Board must make an immediate investigation as to the appropriateness of the disputed information and immediately notify the teacher of the results of the investigation and the action to be taken. The Board shall remove all information from the system that is no longer timely, cannot be verified, or which is found to be inaccurate, upon request of the employee. If the teacher is not satisfied with the results of the investigation and the action to be taken, Step IV (Arbitration) of the Grievance Procedure may be utilized to resolve the dispute.
- 4.11** Any written record of reprimand or disciplinary action shall be removed from the employee's personnel file after a twenty-four (24) month period, so long as no subsequent disciplinary action has occurred for the same or similar circumstances within the twenty-four (24) month period.

ARTICLE 5
PROFESSIONAL AND ACADEMIC FREEDOM

- 5.01** A professional staff seeks to educate people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of, and respect for, the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere, which is relatively free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- 5.02** Academic freedom will be guaranteed to members in order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time and which maintains an environment conducive to the study, investigation, presentation, and interpretation of facts which stress the interplay of ideas. The member is responsible for exercising his/her judgment in selecting for discussion those relevant issues, which they may deem to be of value to the maturity and understanding of the students involved. Teachers will be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously, or otherwise controversial material, provided only that said material is relevant to the course content. In performing their teaching functions, teachers will be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content.
- 5.03** Freedom of individual conscience, association, and expression will be encouraged, and fairness in procedures will be observed.
- 5.04** The private life of a teacher is not within the appropriate concern or attention of the Board except as it may directly prevent the teacher from properly performing their assigned functions during the workday.
- 5.05** Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the employment of such teacher providing said activities are not violative of law.

ARTICLE 6
COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT

- 6.01** Communication between the community and the school ideally should be such that most complaints may be resolved through personal conference at the school level. Whenever a complaint, whether orally or written, is made by a student, parent of a student, or any member of the public concerning a teacher's professional conduct, service, or character, the teacher shall be immediately informed of the complaint. The teacher shall meet with the principal concerning any complaint prior to meeting with the complainant(s). The teacher, complainant(s), and the principal shall attempt to resolve the complaint(s). If such conferences do not lead to understanding and resolution of problems involved, a parent may pursue further action only by submitting a complaint against a teacher, which must be submitted in writing and signed by the complainant, to the principal of

the school. The principal shall give a copy to the teacher. Likewise, the teacher may request, in writing, to the principal, that such a written complaint must be filed or the matter shall be considered closed. The principal shall give a copy to the parent.

- 6.02** Further action concerning the complaint shall be initiated by the following procedure:
- A. If requested by the complainant or the teacher, a meeting involving the teacher, the principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint.
 - B. If it is not resolved at that level, it may be appealed to the Superintendent.
 - C. If it is still unresolved, it may be appealed to the Board.
- 6.03** In each of the steps above, a teacher may request, and be accompanied by counsel and/or representative of his choosing. Any conference regarding such complaints shall be private.

ARTICLE 7 MEMBER CONTRACT

- 7.01** The member contract and notification of appointment will be issued to members no later than August 1. Said contract will contain the following information:
- A. Name of member.
 - B. Type of contract (limited, continuing, or annual notice of salary).
 - C. School year.
 - D. Statement of salary classification.
 - E. Contract notations.
- 7.02** The following clause will appear in all individual contracts: "The Master Contract negotiated between the Association and Board is herein incorporated by reference. Any argument or dispute will be settled by the provisions established in said Master Contract or by provisions provided by law."
- 7.03** Limited contracts shall be issued in the following sequence:
- A. A one (1) year contract upon initial employment.
 - B. Upon completion of the initial one (1) year contract, the employee shall be given an additional one (1) year contract.
 - C. Upon completion of the second one (1) year contract, the employee shall be given a two (2) year contract.
 - D. Upon completion of the two (2) year contract, the employee shall be given a three (3) year contract.

- E. Upon completion of the three (3) year contract, the employee shall be given a five (5) year contract. Every subsequent limited contract shall be of five (5) years' duration.

Teachers who qualify for tenure before the expiration of their limited contract will be granted tenure for the next succeeding school year.

7.04 A contract notice will be issued to members after appointment by the Board. Said contract notice will contain the following information:

- A. Name and school.
- B. Certification assignment.
- C. Period of assignment.

7.05 One-Year Contract: for Teachers replacing Teachers on: [15.03 Sabbatical Leave, 15.04 Pregnancy and Maternity Leave, 15.06 Military Leave, 15.08 Leave of Absence, or 15.09 Unpaid Disability Leave/After Exhaustion of Sick Leave.]

Prior to being employed by the Board, the Certificated/Licensed person, the employee shall be informed that the limited contract is for one year. A signed copy of their limited contract will be given to the president of S.P.A.C.T. as verification to the status of the employee.

This provision of issuing these types of limited contracts shall only apply to individuals who are hired to replace an employee on a Sabbatical Leave (15.03), Pregnancy Disability and Maternity Leave (15.04), Military Leave (15.06), Leave of Absence (15.08), or Unpaid Disability Leave/After Exhaustion of Sick Leave (15.09).

A certificated/licensed person being hired to replace a teacher on an approved Sabbatical Leave (15.03), Pregnancy Disability and Maternity Leave (15.04), Military Leave (15.06), Leave of Absence (15.08), or Unpaid Disability Leave/After Exhaustion of Sick Leave (15.09) shall be given a one (1) year limited contract. This contract shall state that it is for one year and shall expire at the end of the school year in which the one year limited contract was issued.

The Board of Education shall cause a notice to be sent to the employee prior to April 30 of that school year informing the employee it is the intent of the Board to allow the limited contract to expire without Board action to non-renew.

The employee and Association agree this provision shall supercede and replace Ohio revised code 3319.11 and 3319.111 and contract language in regards to the Board's obligation to take final action on the limited contract of the employee.

Neither the employee nor the Association shall challenge the Board's decision to allow the contract to expire. The only challenge that can be made is if the Board fails to notify the employee on or before April 30.

The following language will be included on the employee's contract.

" This limited contract shall expire at the end of the designated school year without the Board of Education taking action to non-renew. The Association and the employee understand this contract is for one year. The contract is issued due to an employee being on an approved Sabbatical Leave (15.03), Pregnancy Disability and Maternity Leave (15.04), Military Leave (15.06), Leave of Absence (15.08), or Unpaid Disability Leave/After Exhaustion of Sick Leave (15.09). The Board has no obligation to provide reasons nor can the employee or Association challenge the decision of the Board"

ARTICLE 8 CONTRACT YEAR

- 8.01** The regular contract year for a member of the bargaining unit shall be no more than one hundred eighty-two (182) days and shall consist of the following:
- A. One hundred seventy-eight (178) days when students are in attendance, two (2) parent-teacher conference days, and two (2) teacher in-service days.
 - B. Teachers will not be required to work the following days:
 - Labor Day
 - Election Day (November)
 - Thanksgiving and the day following
 - Christmas
 - New Year's
 - Martin Luther King Day
 - Easter (Good Friday)
- 8.02** The procedures prior to the adoption of the annual school calendar by the Board of Education shall be as follows: The Superintendent shall present the proposed school calendar to the President of the South Point Association of Classroom Teachers at least 15 working days prior to consideration and adoption by the Board of Education. The proposed calendar shall be returned to the Superintendent within 10 working days along with the comments and recommendations of the Association. All comments and recommendations shall be included with the Superintendent's final recommendation to the Board of Education. It is understood that the Board of Education has the final responsibility and authority in the adoption of a school calendar.
- 8.03** The Board adopted calendar shall contain all school days, in-service days, and parent-teacher conference days. Faculty meetings and committees served by teachers on a voluntary basis shall be determined at each building with notice of such meetings given at least two weeks prior to each meeting.

ARTICLE 9
CONTRACT DAY

9.01 Elementary (Grades K-5)

- A. Student's day for elementary shall be 390 minutes.
- B. Student's day for grades K-3 shall be 390 minutes, which must include at least one (1) recess period of fifteen (15) minutes per day. ^{3/}
- C. Teacher's day in K – 5 schools shall consist of no more than 420 minutes scheduled as follows:
 - 1. 315 minutes – student contact time. ^{1/2/}
 - 2. 30 minutes – duty free lunch.
 - 3. 15 minutes – before school.
 - 4. 15 minutes – after school.
 - 5. K – 5 teachers shall be granted forty-five (45) minutes of uninterrupted planning time per day for a total of no less than two hundred twenty-five (225) minutes per week. ^{2/}

9.02 High School and Middle School (Grades 6-12)

- A. Student's day for high school and middle school shall be 420 minutes which includes:
 - 1. 360 minutes – class time for high school and middle school, which includes movement between classes and homeroom duty time.
 - 2. 30 minutes – lunch.
- B. Teacher's day in the high school and middle school will consist of no more than 420 continuous minutes scheduled as follows:
 - 1. 360 minutes – student contact time. ^{1/2/}
 - 2. 30 minutes – duty free lunch.
 - 3. 25 minutes – before school.
 - 4. 5 minutes – after school.
 - 5. High School and Middle school teachers shall be granted forty-five (45) minutes of uninterrupted planning time per day for a total of no less than two hundred twenty-five (225) minutes per week. ^{2/}

9.03 In elementary, middle school, and high school, all teachers should share on an equitable basis the responsibility for student supervision during those times which fall within the teacher's day.

9.04 Teachers may be required to remain after the end of their workday without additional compensation not more than one (1) day each month to attend faculty or other

professional meetings of not more than sixty (60) minutes' duration. All such meetings will begin no later than fifteen (15) minutes after student dismissal time.

- 9.05** Teacher's preparation periods will not be used as meetings in developing a handicapped child's Individual Educational Program (IEP) or substitute for an absent teacher. If it becomes necessary for a teacher to attend IEP meetings outside the contract day as defined in 9.01 and 9.02 of this Article or substitute for absent teachers, the teachers will be compensated for such time at the teacher's regular hourly rate of pay. The teacher's regular hourly rate of pay shall be determined as follows:

Teacher's Regular Annual Salary

Regular Hourly Rate = Days in Contract Year X Hours in Day

- 9.06** Any teacher assigned by his/her immediate supervisor to assume the responsibility for another teacher's students in addition to the students normally assigned to the teacher at that time shall be compensated for such time in accordance with Section 9.05, except in an unanticipated or emergency absence.
- 9.07** The parties agree that the provision of the duty-free 30 minute lunch period is interpreted as meaning the teachers are on their time during lunch, and are free to leave school premises during this 30 minute period, and that the Board and District has no liability for workers compensation or other liability for teachers off the premises during this lunch period. Personnel leaving the premises must sign out when leaving and sign in upon returning, or notify the school office when leaving or returning, depending on the past practice in each school. An employee off the school properties on school related business shall not be subject to the provisions of this section.
- 9.08** Community involvement activities outside the school day are voluntary.

9.09 Footnotes

- ^{1/} Student contact: that period of time during the student day in which a teacher has assigned responsibility for a student and/or students and including movement between classes.
- ^{2/} Within the student day and during a full week of school, teachers will be provided individual planning time at the equivalent of five (5) planning periods per week.
- ^{3/} This recess may be unstructured and outdoors as weather permits.

ARTICLE 10
CLASS SIZE

- 10.01** The ratio of teachers to pupils on a district-wide basis shall be in accordance with the State Minimum Standards.

ARTICLE 11
TRANSFERS AND REASSIGNMENTS

11.01 Definitions

- A. A transfer shall be defined as a change in job assignment from one building to another building within the District.
- B. A reassignment shall be defined as a change in job assignment within a building, including changes in grade level and/or subject area.

11.02 Voluntary Teacher Transfer and/or Reassignment

- A. Members, who for various reasons, wish to transfer to another building and/or be reassigned to another department and/or grade level, will be eligible to request, and be considered for, such move after putting the dated request in writing and submitting the request to the Principal (for reassignment) or the Superintendent (for transfer to another building.)
- B. Members requesting transfers will not be limited to a minimum number of applicants, but offer and acceptance will automatically not eliminate those interested from further consideration for the current year. Members may revoke any or all requests prior to time to transfer execution. Such a request will be kept active indefinitely until the member removes it or the member receives the position.
- C. No new member will receive a specific position assignment until all transfer requests have been reviewed and considered. All transfer requests will have been reviewed and considered by June 1.

11.03 Involuntary Transfer (Principal and Administration Initiated)

Involuntary transfer refers to administration-initiated transfers, which the member declines. Said member is to be treated as follows:

- A. The principal will identify any problem and discuss such problem with the member involved.
- B. Constructive steps to resolve the problem must be taken.
- C. Within four (4) weeks after problem identification, a second conference between the member and the principal must be held for purposes of re-appraising the situation.
- D. If progress toward overcoming the problem is not satisfactory, the principal may request the advice and/or participation of the School Faculty Council in further resolving the problem. Every reasonable attempt to remedy the problem will be made.

- E. The concerned member will be granted an interview with the designated officer, who will reduce to writing the reasons for transfer and date-sign it.
- F. If transfer is to be made during the course of the school year, the concerned member will be notified in writing thirty (30) days prior to the anticipated date of the transfer.
- G. If a transfer is to be made between school years, the concerned member will be informed in writing by April 30, and, if suitable openings exist, will be transferred by June 15.
- H. The member has the right to file a grievance if they do not agree with the reasons for the transfer, and said transfer cannot be executed either temporarily or permanently before the grievance is settled in all finality.
- I. At any step previously mentioned, the member will have the right to representation and/or counsel.
- J. Members subject to involuntary transfer will be offered a choice of available assignments for which they qualify at the time the assignment is made.

11.04 Posting of Jobs

The Board of Education agrees to make available through the office of the Superintendent or the office of the Treasurer, notification of all job openings for vacated positions, newly created positions, and openings for all positions whether created or vacated. All jobs will be posted for five (5) working days. During the summer, postings shall be mailed to bargaining unit members at their home address on file.

All job postings shall include the following information:

- A. position title
- B. subject area and grade level
- C. licensing/certification requirement
- D. title of immediate supervisor
- E. the location of the vacancy (building)
- F. date of posting and last date to apply for position

11.05 No Board action shall be required on any member's request for reassignment.

11.06 In the event of summer reassignment, the bargaining unit member shall be provided notice by August 1 except when impracticable. If a decrease in enrollment or an emergency situation necessitates a reassignment during the school year, no prior notification shall be required.

11.07 Any bargaining unit member denied a request for voluntary transfer or voluntary reassignment may request a conference with the principal at which time the employee shall be given specific reasons for the transfer or reassignment denial. If the employee is not satisfied with or does not believe the rationale is appropriate he/she may immediately request and shall be provided a conference with the superintendent to discuss the denial, the reasons for the denial and/or to request action by the superintendent to grant the transfer or reassignment. If the employee is not satisfied with the results of the meeting with the superintendent he/she shall have the right to file a Level III grievance within twenty-five (25) workdays of the conference with the superintendent and the grievance shall proceed from that point in accordance with Article 2 Grievance Procedure.

ARTICLE 12 SUBSTITUTES

12.01 No substitute teacher will be utilized to evaluate other teachers.

12.02 Substitute teachers shall, when possible, be hired whenever a classroom teacher is absent.

12.03 The Board shall provide substitute teachers for the supervision of special classes during the time(s) the teachers regularly scheduled for these classes are preparing IEP's or testing for IEP's at the rate of one (1) day for every four students. In the fall and spring teachers will receive one (1) additional day to finish IEP's. Additional time will be provided for late enrollees or additional referrals on an as needed basis.

ARTICLE 13 STUDENT TEACHER SUPERVISION

13.01 The Association shall cooperate with the training experience of potential teachers, commonly referred to as "student teaching", in accordance with the provisions herein stated.

13.02 The Board shall accept student teachers from teacher training institutions willing to agree to the following provisions of this policy.

13.03 Administrative Guidelines

- A. The Superintendent of Schools shall be the Board designated representative in establishing all arrangements for student teachers from cooperating institutions in accordance with the provisions of this policy.

- B. The number, placement, and period of time in which student teachers shall be assigned to the school district shall be determined prior to acceptance of any student teachers from a teacher training institution.
- C. Student teachers shall be expected to abide by all Board policies.
- D. Violation of Board policy and reasonable rules and regulations of administrative procedure shall be reason for termination of a training experience for a student teacher.
- E. Financial remuneration, chits, or other form of compensation for student teacher placement in the district provided for by the teacher training institution shall be determined between the Superintendent, Association, and each teacher training institution in advance of placement of student teachers in the South Point Local School District.
- F. No discrimination shall be employed related to student teachers by the teacher training institution or the South Point Local School District related to sex, color, or religion.
- G. Objectives of the teacher training institutions for the student teacher program shall be on file with the Superintendent of the South Point Local School District prior to placement of any student teacher in the South Point Local School District.
- H. Objectives may be added for student teachers by the Administration of the South Point Local School District or cooperating teachers in the system.
- I. Provisions shall be made for periodic program evaluations of student teachers including input from the local cooperating teacher with the training institution.
- J. Student teachers assigned to the South Point Local School District shall be completely assigned for the designated period of time with no additional classroom assignments at the teacher training institution during the normal school day.
- K. A written memorandum of understanding shall be signed by the Superintendent of the South Point School District and the teacher training institution to the policy governing student teacher supervision.

13.04 Cooperating Teacher Guidelines

- A. Cooperating teachers shall be full-time teachers employed in the South Point Local School District.
- B. Cooperating teachers shall have a minimum of three (3) years teaching experience, of which at least two (2) shall be in the South Point School District, and shall possess a Bachelor's Degree and regular certification/license from the

State Department of Education in the field for which they are teaching and in which area they will be cooperating with a student teacher.

- C. Exceptions can be made by the Administration of the South Point School District for new teachers to the district who have been previous cooperating teachers or who have accumulated additional years of teaching experience outside the South Point School District.
- D. Teachers with a Master's Degree in their teaching field and one (1) year of teaching experience can also be considered as a cooperating teacher.
- E. Prior to acceptance of student teachers, the faculty of any given building will be notified of availability of student teachers and shall have an opportunity to participate as a cooperating teacher if deemed eligible.
- F. All members of the instructional staff of the South Point Local School District eligible to act as a cooperating teacher shall be encouraged to participate periodically in this program as a means of promoting and improving the educational profession.
- G. A cooperating teacher shall be assigned no more than one (1) student teacher at any given period during the school year, and no more than two (2) student teachers in one school year.

13.05 Student Teacher Guidelines

- A. A student teacher shall be assigned to one (1) cooperating teacher.
- B. A student teacher shall observe classroom procedures and techniques as determined by the cooperating teacher and directives of the teacher training institutions before performing actual teaching duties.
- C. Student teachers will not be at school during a work stoppage.
- D. Student teachers shall be responsible to the cooperating teacher, the building principal, and such persons as designated by the Superintendent of the South Point School District.
- E. Student teachers shall be responsible to abide by the information and policies as set forth.

ARTICLE 14

STUDENT DISCIPLINE AND TEACHER PROTECTION

- 14.01** The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular student requires the attention of special

counselors, social workers, law enforcement personnel, physicians, or other professional persons, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board will relieve the teacher of responsibilities with respect to said student.

- 14.02** A teacher may exclude a student from one class if the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The student shall not be returned to class until consultation by the principal with the teacher.
- 14.03** The Board, in conjunction with the Association, shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers, and parents at the commencement of each school year.
- 14.04** Any case of assault and/or battery upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and/or judicial authorities.
- 14.05** Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- 14.06** The Board will reimburse student assaulted teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty.
- 14.07** No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.
- 14.08** Persons employed or engaged as teachers, principals, or administrators in a school, whether public or private, may, within the scope of their employment, use and apply such amount of force and restraint as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or with the control of the pupil, for the purpose of self-defense, or for the protection of persons or property.
- 14.09** The Board shall be responsible to make every reasonable effort to maintain conditions of employment that are free of hazards and weapons that are causing or likely to cause accident, injury or illness to employees. The Board shall make it unlawful for any student to have or use on any school property any weapon, including but not limited to knives, razors, ice picks, firearms, etc.

The Board shall have any student who has any such weapon in his or her possession or in a desk or locker arrested and charges will be filed against the student in either the juvenile court, South Point Village Police Department or the Sheriff's Department.

A student at school or attending a school sponsored event having a weapon (as defined above) in his or her possession will be referred to the administration for appropriate action, which may include suspension or expulsion.

Any teacher who is threatened or inflicted with any injury to self or another will immediately refer the student(s) to the superintendent for appropriate action, which may include suspension or expulsions.

There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee for referring any students to the administration for action due to weapons possession, threats or actual usage.

ARTICLE 15 **LEAVES**

15.01 Sick Leave

- A. Each full time certified employee will receive fifteen (15) days sick leave per year at the rate of 1 ¼ days per month for twelve (12) months.
- B. Each part-time employee will receive 1 ¼ days sick leave for each completed month or fraction thereof of service.
- C. New employees will be granted fifteen (15) days of sick leave credit with the effective date of their first contract. After one (1) year of service has elapsed, they will be entitled to receive 1 ¼ days for each additional month of service for a maximum of fifteen (15) days per year after the first year.
- D. Maximum accumulation of sick leave days shall be unlimited.
- E. New employees will receive credit for sick leave and years of experience accumulated in another public school district or public agency in Ohio. It will be the responsibility of the new employee to supply the Treasurer with certified accumulated sick leave and years of experience from the former employer.
- F. Sick leave days may be used to cover absence for personal illness, injury, exposure to contagious disease which could be communicated to other employees, and for illness or death in the immediate family.

Use of sick leave due to death in the immediate family shall be reasonable according to the particular circumstances of the employee. (Consideration shall be given to location of the funeral, relationship of employee with the deceased, family assistance that is necessary, and other similar circumstances.)

- G. Employee's immediate family for this policy shall include: spouse, children, father, mother, brother, sister, in-laws, aunts, uncles, nieces, nephews, grandparents, grandchildren or other persons who have assumed a similar position regardless of residence.
- H. Teachers granted such leave shall be replaced by a substitute according to the Board-adopted policy.
- I. The Board will pay a bargaining unit member at the rate of substitute pay +\$15 for any unused sick leave day, up to a maximum of the 15 days earned each year. The bargaining unit member must have and maintain a 150-day sick leave balance minimum before he/she can sell back-unused sick leave days. If the bargaining unit member has and maintains a 150-day sick leave balance minimum, he/she has the option of adding the unused sick leave days to his/her accumulation or accepting the buy-out option.

If a bargaining unit member has not reached the maximum accumulation of sick leave days allowed by this agreement, the member will add the unused sick leave days to his/her accumulation.

It will be the treasurer's office responsibility to provide forms by the end of April for the bargaining unit member to fill out indicating what they want done with unused sick leave and/or personal days for the school year.

Payment will be made with the first paycheck in July, unless a teacher is retiring and then it will be paid with his/her final check.

J. Sick Leave Days Donation

Bargaining unit employees may voluntarily donate sick leave days from their individual accumulation to another bargaining unit employee who has suffered a severe personal medical hardship (catastrophic illness, serious accident or serious long-term illness of the bargaining unit employee) and is in need of additional days to meet pay periods or disability approval.

The employee who has suffered the medical hardship shall notify the Association President of his/her desire to request sick leave day donation. Upon such notice, and if the request is due to a reason as defined above and confirmation has been obtained from the Treasurer as to the status of sick leave accumulation of that employee a notice shall then be issued and distributed to the employees by the Association President.

Any employee who chooses to voluntarily donate day(s) to the individual shall notify the treasurer in writing within 10 days of the notice.

The parties agree that the donation of days and the individual donor(s) shall be confidential and the recipient shall only receive notice of the total number of donated days for his/her usage.

No donor shall be permitted to contribute more than 15 days per year. One day donated shall count as one day received and shall not take into consideration any pay difference for purposes of this provision.

SPACT members who notify the treasurer they are donating day(s) shall be placed on a continuous alphabetical rotation for the usage of the donated days. In the event the employee no longer needs the days due to conversion to disability or due to death, resignation, retirement or return to work or other reasons, the remaining days on the rotation list shall be returned to the sick leave accumulation of the donor. Each successive donor situation shall commence on a continuous alphabetical basis starting at the point where the previous donor situation ended.

Certified Administrative employees will be included in this section dealing with Sick Leave Days Donation.

Donated sick leave days will not count against the employee when they sell back unused sick leave days.

An employee can only request Sick Leave Donation two times. Any use of the Sick Leave Donation since the employee's date of hire counts towards the two allowed requests.

In the event that an employee is using Sick Leave Donation and another form requesting days is passed out this would not count as a second use.

15.02 Professional Leave - Teacher Request

Bargaining unit members shall be granted two professional days during the school year under the following criteria:

The information and/or skills will be shared if applicable with at least five (5) other teachers. If the information is grade-level appropriate, the information will be shared with all teachers at that grade level. If the information is applicable to all grades, all teachers at the building should receive the information. Principals should be informed of the teacher's plans for this sharing of information prior to approval. Requests must be made at least two (2) weeks in advance, in writing, and the conference, meeting, convention and seminar topics must be appropriate to the teacher's duties or are skill enhancing.

The Superintendent can restrict use of employee requested professional leave to three (3) teachers per building off on any given day. The employees will be given the day off on a first come/first submitted basis.

Expenses

- a. When a bargaining unit member takes professional leave at his/her request or initiation the Board shall pay the first \$200 towards the conference. The \$200 shall be used to cover registration, meals, lodging, mileage at IRS rate per mile, etc. The Board shall pay a maximum of \$45.00 per day for meal expenses, unrestricted: however, such reimbursement shall be in accordance with the presentation of appropriate itemized receipts.

Professional Leave - Administrative Request (Assignment)

The Board shall have the right to request an employee to attend a professional conference or seminar under the following criteria:

The meeting attendance shall be in accordance with the employee's regular work day.

All expenses shall be paid by the Board within certain limits. The Board shall pay the entire cost of registration fees, per night hotel expenditures at the meeting/conference location, and \$45.00 per day for meal expenses, unrestricted: however, such reimbursement shall be in accordance with the presentation of appropriate itemized receipts and mileage at IRS rate per mile.

The Principal at each building will ask for volunteers and rotate teachers being assigned Administrative Request Professional Leave when possible. All teachers should be considered and have an equal opportunity for this leave.

15.03 Sabbatical Leave

The Board hereby provides sabbatical leave to members of the instructional staff according to the provisions herein stated and in keeping with the provisions of the Ohio Revised Code, Section 3319.131.

A member of the instructional staff, upon written request to the Board, may be granted a leave of absence with part pay and full fringe benefits for up to one (1) school year.*

- A. A member of the instructional staff shall have had five (5) years educational experience in the system.*
- B. A plan of professional improvement during the period the sabbatical is requested shall be furnished.*
- C. The part salary shall be the difference between the employee's regular salary and the cost of a substitute.*
- D. No more than 5% of the instructional staff shall be granted sabbatical at one time.

- E. The Board shall arrange a substitute for instructional staff members on sabbatical according to the Board Policy governing substitute teachers.
- F. Additional sabbaticals should be made available to members of the instructional staff after completion of five (5) additional years teaching experience.
- G. Members of the instructional staff returning from sabbatical shall be returned to the same assignment held prior to such leave.
- H. A year of sabbatical leave shall count as a year of credit for placement on the salary schedule.

*Maximum provisions of ORC §3319.131.

15.04 Pregnancy Disability and Maternity Leave

A. Pregnancy Disability Leave

1. Leave Rights

Teachers may use sick leave or advancements thereof for absence due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom (hereafter collectively referred to as pregnancy), and for absence due to disability caused or contributed to by pregnancy in the employee's immediate family. As used herein, "immediate family" shall include only the employee's wife and children, by blood, marriage, or adoption, whether or not residing in the employee's household. Teachers for whom sufficient sick leave is not available to cover the period of disability due to pregnancy shall be entitled to unpaid leave of absence or FMLA, if eligible, for that portion of the period of disability not covered by sick leave.

2. Application for Leave

Applications for leave of absence due to disability caused or contributed to by pregnancy, whether paid sick leave or leave without pay, shall be in writing, shall contain a statement of the beginning and ending dates of the period of absence, and shall have attached thereto a statement by the employee's attending physician giving the physician's name and address; the dates consulted; and the physician's opinion, based upon the employee's physical condition, of the beginning and ending dates of the period of disability. Such application may be amended as to the anticipated beginning and ending dates of disability at any time, whether before or after the commencement of the leave, based upon changes in the employee's condition, by the filing of an amended application and statement of the employee's attending physician. Such application for leave and any amendments thereto shall be approved and granted by the employer. Applications for use of sick leave for absence due to disability caused or contributed to by pregnancy in the employee's immediate family shall be on the sick leave forms heretofore prescribed by the employer.

3. Time for Filing Application

Application for leave due to disability caused or contributed to by pregnancy should be made prior to the thirtieth (30th) day before the beginning date of the absence due to disability but the employee's failure to make a timely application shall not be grounds for denying the approval of leave, or the use of accumulated sick leave, or any other right or privilege provided by this policy.

4. Rights While On Leave

Teachers on leave due to disability caused or contributed to by pregnancy shall be entitled to use sick leave while on such leave; shall continue to be credited with sick leave at the statutory rate; shall be recognized as full-time employees and treated as such for all fringe benefit purposes and the employer shall continue to make all contributions on their behalf during the period of disability leave; and shall be entitled to reinstatement at the expiration of the period of disability to the same class assignment, teaching assignment, building assignment, and supplemental duty assignment, if any, as held immediately prior to the disability leave.

5. Contract Rights

The anticipated disability caused or contributed to by pregnancy, or the anticipated additional expense to the employer for sick leave pay, fringe benefits, substitute teachers pay, etc., or any other factor pertaining to the condition of maternity or to pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall not be grounds for terminations, nonrenewal or failure to issue any limited or continuing contract, whether for regular teaching duties, supplemental duties, or administrative duties.

B. Maternity Leave

1. Leave Rights

In addition to the Pregnancy Disability Leave provided in Part A, a teacher who is pregnant or adopting a child less than one (1) year of age shall be entitled to a leave of absence without pay for maternity reasons to begin at any time between (a) commencement of pregnancy, or in the case of adoption, the receipt of custody, and (b) one (1) year after the child is born or adopted. Such leave shall be for any period up to one (1) school year and may be extended for up to two (2) additional school years upon application for extension.

2. Application for Leave

Applications for maternity leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence, and the date

the teacher anticipates return to service. Such return date shall coincide with the commencement of a grading period. Applications for maternity leave shall be granted by the employer.

3. Time for Filing Application

Application for maternity leave prior to childbirth should be made prior to the thirtieth (30th) day before the beginning date of the maternity leave. Application for maternity leave for the period beginning with the expiration of a period of disability, or for maternity leave related to adoption should be made prior to the thirtieth (30th) day before the beginning date of the leave. The employee's failure to make a timely application shall not be grounds for denying the approval of maternity leave.

4. Rights While on Leave

Teachers on maternity leave, whether before or after the period of disability caused or contributed to by pregnancy shall continue to be credited with sick leave at the statutory rate and shall be recognized as full-time employees and treated as such for all fringe benefit purposes, except for personal days, and the employer shall continue to make contributions on their behalf during the period of approved leave. Teachers on maternity leave effective prior to the period of disability caused or contributed to by pregnancy shall not be entitled to the use of sick leave for the period of disability caused or contributed to by pregnancy when such period of disability immediately follows the period of maternity leave. Teachers on approved maternity leave to become effective at the termination of the period of disability caused or contributed to by pregnancy shall be entitled to use sick leave during the period of disability as provided in part A. Sick leave may not be used during maternity leave.

5. Reinstatement Rights

Upon return from approved maternity leave at the time set forth in the application for leave, the teacher shall be entitled to reinstatement to the same position which she held prior to the leave, or if that position is no longer in existence, to a substantially equivalent position for which the teacher holds valid unexpired certification. If the teacher desires to return to active service prior to the stated date of the application for leave, the teacher shall notify the Superintendent in writing that an early return to service is requested, and the date upon which the teacher shall return. The teacher shall be assigned to the same or a substantially equivalent position for which she is qualified not later than the commencement of the next grading period. At the expiration of the leave period as originally granted, the teacher shall be entitled to reinstatement on the same terms and conditions as though she returned from leave at the time set forth in the application.

6. Contract Rights

No factor pertaining to the condition of maternity, or to pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be grounds for the termination, non-renewal, or failure to issue any limited or continuing contract, whether for regular teaching duties, supplemental duties, or administrative duties.

15.05 Personal Leave

At the beginning of each school year, each certified employee shall be credited with three (3) unrestricted personal leave days.

Any personal leave day not used during the year shall be converted to sick leave at the end of the contract year, or, at the option of the employee, may be paid at the substitute rate of pay plus \$15.00. Written notice of the option to receive such payment must be filed with the Treasurer by May 15. Payment will be received by the first check in July.

Any individual planning to use such leave shall notify his/her immediate supervisor of such intent as soon in advance as possible. The Board can restrict use of personal leave to three (3) persons per building off on any given day. The employees will be given the day off on a first come – first submitted basis.

One Personal leave day may be used in ½ day increments, upon the employee making the request twenty-four (24) hours in advance, except for emergencies. Classroom teachers who are granted such leave will be replaced by a substitute according to the Board Policy.

15.06 Military Leave

Any member of the instructional staff who is required to accept military service in the time of national emergency, or who is called to active duty in the armed services, or who enlists in a branch of the armed services shall be granted unpaid leave of absence. During such leave, said member of the instructional staff shall be considered as if he has been performing assigned duties by the Board and granted full-time in determining seniority or establishing placement on the salary schedule upon return from such service.

Said member must make application with the Board within one (1) year of his discharge and shall be employed at the beginning of the next semester following the member's letter of application.

15.07 Jury/Subpoena Duty Leave

When it becomes necessary for a teacher to accept jury duty, or is legally subpoenaed to court for reasons related to their employment with the district, the teacher shall be

paid the difference between his jury pay and his regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave.

When granted such leave, the teacher will be replaced by a qualified substitute according to board-adopted policy.

15.08 Leave of Absence

The Board will hereby grant an employee a maximum of one (1) year's leave of absence without pay upon prior or advance written request by a member of the instructional staff. Such leave may be extended by the Board upon written request of the employee, being within the discretion of the Board. All such leaves shall be for one school year or the remainder of one school year.

Members of the instructional staff on such leave shall be carried on the roll of Board employees and shall receive insurance at employee's expense to the extent permitted by the insurance contract, payable by certified check in advance of payment.

Upon return from such leave, as granted in this section, an employee returning within one (1) year shall be given his/her same assignment held prior to taking such leave. An employee returning from leave, granted in this section, after one (1) year from the beginning of the leave, may be given his/her same assignment held prior to taking such leave, depending upon availability. Upon an employee requesting a leave under this section, the employee shall waive the right to receive any contribution from the Board toward retirement during the period of the leave.

For purposes of seniority, said member of the instructional staff will be considered as having performed his/her normal duties during the period of leave.

Transfer and promotions upon return from such leave shall be subject to the provisions of the negotiated agreement.

Leaves of absence may not be taken for the purpose of obtaining or fulfilling other employment. No employee shall be employed elsewhere, while on leave of absence, without permission of the Board.

Use of this leave shall be granted one time only during the life of employment.

15.09 Unpaid Disability Leave/After Exhaustion of Sick Leave

- A. If a teacher is ill or disabled and has exhausted his/her accumulated sick leave, and is not entitled to further advancement of sick leave under Board policies, such teacher is entitled to a leave of absence without pay for a period of not more than two (2) years. This leave may be renewed at the discretion of the Board of Education.
- B. If the need for unpaid disability leave extends beyond ten (10) days, appropriate

medical verification from a licensed physician of the need for the leave shall be provided to the employer.

- C. This leave shall be granted upon prior written request, with the proper verification. If the verification does not specify a particular ending time, then the Employer shall be given notice prior to return. If the leave was for less than thirty (30) days, notice shall be according to the Handbook. If the leave extends beyond thirty (30) days, then the notice time shall be five (5) days.
- D. Any such leave, which is granted for a specified time, for less than two (2) consecutive years, can be extended, but only upon prior written request, with proper verification, for a cumulative total leave of two (2) years.
- E. Prior to an employee returning to work from such leave, which has extended beyond thirty (30) days, the employee shall provide the employer with a physician's statement verifying that the employee is physically and/or mentally fit to return to work on that date. The employer has the right to have an independent examination to verify that the employee is ready to return, being at the Board's expense.
- F. A teacher who is physically or mentally disabled may be placed on leave involuntarily by the employing Board of Education. In such circumstances, the teacher is entitled to a hearing on the granting or renewal of involuntary leave in accordance with the procedures established in Ohio Revised Code Section 3319.16.
- G. An employee on unpaid disability leave after exhaustion of sick leave shall receive all rights and benefits from the date of the beginning of said leave for a period of thirty (30) days and through the end of the month in which the thirty (30) day period ends. Subsequent to this date, the employee shall have the right to maintain health insurance benefits through the employer at the employee's expense, with payments being made monthly in advance. The employee shall continue to maintain District seniority, but shall not receive any further rights or benefits, including but not limited to, accumulation of time for advancement on the salary scale, accumulation of sick leave, or any other fringe benefits.

15.10 Reinstatement Rights

Upon an employee returning from any type of a leave of absence, set forth in this Article, the employee's right to reinstatement to the prior position that was held shall be subject to the administrator's right to assign employees within the building.

Upon an employee returning from a leave which exceeded one (1) year, any rights to reinstatement to that position shall be subject to the need of the District to fill the position, and thus, the availability of that particular position.

15.11 Any employee absent from work without prior approval and not on an approved leave shall be considered absent without approved leave, and thus subject to disciplinary action.

15.12 Family and Medical Leave

The Family and Medical Leave Act of 1993 (FMLA) is Federal Law.

This leave does not have to be used simultaneously with sick leave.

The employer uses a rolling year for establishing the twelve (12) weeks of FMLA, from the date of request going back twelve (12) months to establish eligibility and forward from the date of application for FMLA for usage of the twelve (12) weeks.

ARTICLE 16
SEVERANCE PAY- RETIREMENT/DEATH BENEFIT

16.01 The South Point Local Board of Education shall grant severance pay in the amount to be determined by multiplying the daily rate of the teacher's pay at retirement by fifty percent (50%) of the number of unused sick leave days, to a maximum of two hundred twenty-five (225) days of unused sick leave or teachers may take twenty-five (25%) of total unused sick leave days, whichever is the greatest severance pay.

For employees hired after July 1, 2009, the South Point Local Board of Education shall grant severance pay in the amount to be determined by Multiplying the daily rate of the teacher's pay at retirement by fifty percent (50%) of the number of unused sick leave days, to a maximum of two hundred (200) days of unused sick leave.

16.02 For employees hired after July 1, 2009, a teacher must have been employed by the South Point Board of Education ten (10) years immediately prior to retirement, and must have applied for and have been accepted for retirement from either the State Teachers Retirement System or the School Employees Retirement System (Ohio).

16.03 Severance Pay Options

Severance must be taken at the time of retirement as set forth below.

1. Lump Sum: One Check
Severance plus balance of Contract
2. Two Checks:
Paid two weeks apart:
One check Severance and One check Balance of Contract
3. Balance of Contract Plus Severance:
Pay Balance of Contract over the summer.
Severance can be paid any time during the summer with a schedule pay

or first pay in September.

16.04 Deceased Employee - Death Benefit

The South Point Local Board of Education shall pay a death benefit in the amount to be determined by multiplying the daily rate of the teacher's pay at the time of death by twenty-five percent (25 %) of the number of unused sick leave days, to a maximum of two hundred (200) days.

A teacher must have been employed by the South Point Board of Education ten (10) years immediately prior to death.

The death benefit will be paid to the Personal Representative designation of which is on file in the Board Office, Executor, and/or Estate.

ARTICLE 17 **INSURANCE**

17.01 Group Life Insurance

The Board shall purchase, from a carrier licensed by the State of Ohio, group term life insurance for each certificated employee equal to \$30,000. The full cost of this program and any increases thereof shall be paid by the Board. The employee shall have the option to purchase up to 1 ½ times of annual income on payroll deduction.

17.02 Health Insurance

The Board shall provide a health insurance plan substantially similar to the current plan in effect on the signing of this agreement.

Beginning with the Insurance Contract renewal in May 2003, the employees' share of a family plan premium will be 25% and the board share of a family plan premium will be 75%.

Anyone employed after July 1, 2002, who elects to carry the district's health insurance plan will pay 25% of the premium for single coverage or 25% of the premium for family coverage. Effective with the signing of this agreement the employee shall pay 20% of the premium for single coverage.

The board shall pay 100% of the single premium for persons employed by the District before July 1, 2002.

Any employee hired before July 1, 2002, can switch from the Family Medical Plan to the Single Medical Plan without incurring any cost. The employees will be "Grand Fathered" under the current contract and the board shall pay 100% of the single premium cost.

All persons employed before July 1, 2002, who elect a change in insurance coverage after September 1, 2002, shall pay 25% of the family plan. Effective with the signing of this agreement, the employee shall pay 20% for the premium for family coverage.

If husband and wife both are District employees before July 1, 2002, they shall be covered with the family plan, paid 100% by the District.

The Board will provide a "125 plan" for use by employees as is currently in effect. The amount of money that can be set-aside under the AFLAC 125 plan will be \$3000.

The South Point Board of Education reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the conventional insurance coverage in effect immediately prior to this Agreement. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

- A. The Board will continue to provide substantially similar dental/optical insurance coverage as is currently provided for each bargaining unit member at 100% paid.

The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Board, nor shall such failure be considered a breach by the Board of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Board, bargaining unit member or beneficiary of any bargaining unit member.

The Board shall purchase from a carrier licensed by the State of Ohio group term life insurance for each bargaining unit member equal to \$30,000, provided that said insurance is available for each bargaining unit member pursuant to the conditions set by the insurance provider. A member shall have the option of purchasing additional insurance at his/her own expense pursuant to the limits set by the insurance provider.

The Board shall only be required to provide insurance coverage for those employees on active pay status. However, employees on approved leaves of absence without pay shall have conversion rights, at the employee's expense.

Insurance coverage(s) shall be continued for a bargaining unit member:

- A. On leave covered by accumulated sick leave.
- B. On non-FMLA leave not covered by any accumulated sick leave upon his/her payment of the premium. Said premiums will be payable at the beginning of each month at the office of the Treasurer.
- C. Members on FMLA are eligible for 12 weeks of insurance coverage.

17.03 Dental and Vision Insurance

Effective January 1, 1996, the Board shall provide dental and vision insurance to bargaining unit employees by implementing a plan equal or similar thereto to the Delta Dental Plan C and the Vision Services Plan C.

The Board shall pay at a maximum the cost for single coverage during the term of this agreement. A bargaining unit employee may elect to add the family plan coverage at the group enrollment rate by paying all costs over the single coverage rates paid by the Board.

Two (2) married bargaining unit employees may elect a family plan under one designated employee, and the Board will pay at the maximum the amount equal to the cost of coverage of two (2) single plans, and the employees will pay the difference between that amount and the family rate.

The Board provided 125 Plan will incorporate dental and vision if the plan permits.

17.04 Copy of Certificate of Insurance

- A. The Board shall provide to the Association one (1) copy of each signed contract and certificate of insurance entered into between the board and the insurance company(ies) which shall provide the benefits specified in this Contract.
- B. Copies of contracts and certificates of insurance which are affected by the Contract subsequently entered into by the Board shall be provided to the Association.

17.05 As amendments and/or changes in insurance coverages or carriers are received by the Board, the Association shall receive a copy thereof.

17.06 Right to Change Coverage Status

A member of the bargaining unit may change the coverage status (single or family) effective the first (1st) of any subsequent month, subject to the rules and regulations of the carrier.

17.07 Prior to any change of benefits or carriers, the Association will be notified and be given an opportunity to provide input.

17.08 The South Point Board of Education will pay \$600 per year to any employee who elects not to participate in the medical insurance coverage due to coverage by another insurance plan. This will be paid in two checks of \$300 each. The first check will be paid no later than the second payday in December of each year and the second check no later than the second payday in June of each year.

SPECIAL ENROLLMENT – If an eligible employee declines coverage but subsequently loses coverage under the other health plan and makes application for coverage

hereunder within thirty (30) days of the loss, such individual shall be a Special Enrollee provided such person's coverage was terminated as a result of loss of eligibility for the coverage (including as a result of legal separation, divorce, death, termination of employment or reduction in the number of hours of employment) or employer contributions toward such coverage was terminated. If a special enrollment application is accepted, the proposed payment will cease.

If husband and wife both are District employees, they shall be exempt from above proposal.

ARTICLE 18 **RESIDENT EDUCATOR PROGRAM**

18.01 The following objectives and activities are to provide the South Point Local Schools with a comprehensive and effective Resident Educator Program. This program will satisfy Ohio Administrative Code 3301-24 (which includes 3301-24-02 and 3301-24-04 and 3301-24-05) by having a written program on file, and, of course, implementation of this mandated program will enhance the quality of our instructional efforts for all students in our district.

18.02 Orientation of Mentoring Responsibilities

Each year the Resident Educator Program Coordinator will conduct general staff meetings to familiarize existing staff with the Resident Educator Program. At these meetings, information will be made available to all eligible staff members. These meetings shall include an explanation of the Entry Year process as a system for professional development support and assessment of Entry Year Teachers; a clear identification of the roles and responsibilities of the mentor as well as the Entry Year Teacher; how and when the Entry Year Teacher will be assessed; and how the Resident Educator Program aligns with the Teacher Education and Licensure Standards. An overview of the Praxis III assessment protocol will be explained. Any other significant university, regional service provider or other personnel deemed necessary may attend. A tentative calendar of program dates, times, and topics will be presented for the following year.

18.03 Implementation Plan, Method of Selection and Assignment of Mentors

The planning of the Resident Educator Program shall be developed by school personnel, a majority of whom shall be practicing classroom teachers, in partnership with colleges or universities preparing teachers and/or in collaboration with regional educational service providers. Connections with the district's continuous improvement or strategic plan are required. Selection of mentors will be up to the Building Principals and Superintendent. The bid procedure as listed in the teachers' negotiated agreement will be observed. A teacher cannot be assigned as a mentor unless they bid and agree to the assignment. Serving as a mentor is a voluntary assignment. Full time teachers serving as mentors will be assigned no more than TWO (2) entry year teachers. Whenever

possible the mentor shall teach the same grade level or content area and be in the same school building as the entry year teacher.

Mentors should:

Have at least five (5) years of successful teaching experience, with a Masters Degree preferred.

Have a thorough understanding of learning theories, child growth and development, principles of learning, and student evaluation.

Have knowledge of the community and students at their school, including special needs those students possess.

Possess a clear understanding of school policies, procedures, and routines.

Have a thorough understanding of the school's curriculum, courses of study, and testing programs as well as the district's continuous improvement or strategic plan.

Possess a wide variety of effective instructional skills.

Have a history of interacting and working well with others.

Have a command of skills in planning, organizing, and managing work.

Pathwise Level I training is recommended prior to mentoring experience.

Must be willing to commit to Ohio First Training.

Other factors to be considered will be:

Personality compatibility

Assigned to a maximum of two (2) entry year teachers.

Assignments will be for a one (1) year (not less than 120 days).

A one (1) year supplemental contract will be issued.

18.04 Mentor Training

A mentor-training program will be developed as part of the school district's Resident Educator Program. This program shall address the ten areas for performance-based licensure outlined in the Teacher Education and Licensure Standards (Administrative Code 3301-24-02). A schedule of training activities will be established. All assigned mentors must receive initial training as well as ongoing continuous and consistent professional development in mentorship. Such training needs to address observation strategies, such as Pathwise/Ohio FIRST, cognitive coaching, adult learning theory,

facilitation skills and knowledge of the procedures associated with the performance-based assessment procedures for licensure. The Board of Education will pay for training of assigned mentors. One meeting for the purpose of introducing the mentor and entry year teacher will be scheduled by the building principal. If at all possible this meeting will occur before the first day of school. One end-year meeting will be scheduled to review and evaluate the program, and to set goals and objectives for the next school year. A minimum of two additional meetings will be held during the school year and will be primarily support group in style. A framework for feedback from the entry year teachers and the mentors of the effectiveness of the mentorship will be utilized during these meetings as well as problems, questions, frustrations, as well as accomplishments and success stories will be communicated.

18.05 Schedules – Mentor/Entry Year Teacher

Other individuals from the “pool of trained mentors” may be drawn into a team of support professionals based upon perceived needs of the advisees after the first few weeks of school have passed.

The mentor and Entry Year Teacher will have at least five (5) one-half ($\frac{1}{2}$) days of release time. Use of this time must be approved prior to use by the Resident Educator Program Coordinator. The released time will be arranged and organized into a structured opportunity to observe effective teaching, be observed by master teachers, and to become involved in clinical assistance dialogue and coaching.

18.06 Professional Development/Support

The school district shall develop and implement a plan to provide ongoing professional development support to both mentors and entry year teachers. All mentors shall receive training in observational framework and mentoring. Mentor’s Individual Professional Development Plan (IPDP) may reflect goals associated with their mentorship role.

Systems information such as schools policies, procedures and routine, courses of study, competency-based education, lesson plans, layout and facilities of building, parent-teacher conferencing, record keeping, computer usage, use of standardized test results, state-mandated testing requirements, and other information will be topics of discussion for the new teacher in both informal settings and formal in-service meetings.

Mentor, entry year teacher, and principal will participate in New Teacher Orientation activities, part of which will be to jointly plan the building level facet of the program.

18.07 Mentor Activities

Since time is critical to the success of the mentoring process, flexible time and/or common time within the school day and/or time before and/or after school will be used to facilitate mentor/entry year teacher meetings and observations. The amount of contact time between the mentor and entry year teacher, and the duration of each contact will be documented in a log by the mentor and the entry year teacher. Also the general content of each meeting will be documented in the log.

18.08 Evaluation of Program

Observations and anecdotal records generated by individual staff meetings will be analyzed for possible changes and suggestions.

A written evaluation of the program from administrators, mentor, and entry-year persons will be solicited, maintained, and used for future planning. This evaluation will not be used to evaluate the mentor or entry year teacher.

Mentors, entry year teachers, and administrators will be invited to participate in periodic assignment/evaluation instruments designed to not only give success/failure feedback, but to provide input towards the topical need for upcoming seminars.

18.09 Evaluation of Entry Year Teachers

The evaluation procedure as listed in the teachers' negotiated agreement (Article – TEACHER EVALUATION AND FAIR TREATMENT) will be observed.

The mentor teacher will not participate in any informal or formal evaluation of an entry year teacher, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of an entry year teacher. (Article –TEACHER EVALUATION AND FAIR TREATMENT)

The role of the mentor teacher shall be to provide formative assistance to the entry year teacher. At no time shall the mentor teacher complete a summative evaluation on the entry year teacher nor shall any information regarding the formative assistance given by the mentor be used in the evaluation of the entry year teacher. The relationship between the mentor and the entry year teacher shall be comparable to an attorney/client relationship. While records between the mentor and the entry year teacher are confidential, dates, times and general content shall be documented in a log.

18.10 Definitions

For purposes of this agreement, the pertinent terms shall be defined as follows:

- A. **Mentor Teacher:** A teacher who will provide formative assistance to an Entry Year Teacher
- B. **Entry Year Teacher:** A teacher in the first year of employment who has a two year provisional license issued pursuant to paragraph (A) of Rule 3301-24-05 and is employed for a time period of not less than 120 continuous days and who will be provided formative assistance by a mentor teacher.
- C. **Formative Assistance:** Assistance which is diagnostic and designed to yield

information that will help the teacher identify specific areas for skill enhancement. Formative assistance consists of collaboration among professionals to provide diagnosis and assistance to support individual professional achievement.

- D. **Resident Educator Program Coordinator:** An educator assigned by the Superintendent to coordinate the Resident Educator Program for entry year teachers and mentors.
- E. **Lead Mentor:** A teacher who has met the criteria for mentor and is assigned to work with entry year teachers during the provisional licensure period. The lead mentor also has additional leadership responsibilities as assigned by the district Resident Educator Program Coordinator

18.11 Protections

- A. Other than a notation to the effect that a teacher has served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that teacher's evaluation.
- B. No entry year teacher shall be required to remain in an Resident Educator Program for a period longer than one (1) school year, unless he/she does not receive a satisfactory performance licensure evaluation based on the Praxis III assessment by the Ohio State Department of Education. In which case, the entry year teacher shall be required to participate in the program for a second year. Entry year Praxis III assessment is exclusively used by the state for licensure determination.
- C. A mentor teacher shall be held harmless in the event that the employer fails or refuses to certify the completion of the program.
- D. No later than six (6) weeks after the initiation of the Resident Educator Program, the Mentor Teacher or Entry Year teacher may request to have a new assignment.
- E. Praxis assessments and the Resident Educator Program requirements will apply only to teachers who are working under a two-year Provisional License.

18.12 Compensation

Compensation of the mentor shall be in the form of supplemental contract. If for any reason, the mentor is relieved/reassigned during the mentoring duty, the pay will be prorated for the amount of time spent with the entry year teacher.

Additionally, the employer shall pay the cost of any required training and reimburse the Mentor according to Board policy relative to meals and travel reimbursement.

If a Mentor has two Entry Year Teachers assigned to them at one time, they would be paid accordingly. (\$1000.00 per entry year teacher)

ARTICLE 19
STAFF REDUCTION

19.01 When any of the following circumstances occur, the Board may make a reasonable reduction in force by suspension of contract:

- A. A reduction in pupil enrollment;
- B. The reduction of a program provided that such reduction is not for arbitrary or discriminatory reasons;
- C. A bonafide consolidation. Or,
- D. A return to duty of a regular teacher after leave(s) of absence.
- E. Financial reasons as stated in ORC 3319.17. (If this is deleted by the legislature and enacted in law, this provision will be removed.)

19.02 Any bargaining unit member to be suspended for purpose of reduction in force will be so notified in writing at least thirty- (30) days prior to the Board meeting at which action is to be taken. A copy shall be given to the Association President.

19.03

- A. Reductions shall follow evaluations and certification according to this Article. Seniority will be computed from a bargaining unit member's date of continuous hire and will begin to accrue as of his/her first day of actual service.
- B. Seniority will not continue to accrue during the following, but seniority prior to such suspension will not be lost and will be maintained upon reinstatement.
 - 1. Absence while on approved leave of absence.
 - 2. Absence while on any other approved leave.
 - 3. A layoff of less than three (3) years' duration.
 - 4. A resignation where the employee is reemployed or reinstated within thirty (30) days.

The following situations constitute breaks in continuous service for which seniority is lost:

- 1. Discharge/nonrenewal for just cause (if reinstated, seniority shall be considered continuous).
- 2. Retirement.

3. Layoff for more than three (3) years.
 4. Failure to return to work within ten (10) calendar days of receipt of recall from layoff.
 5. Failure to return to work at the expiration of a leave of absence unless extension of the leave is granted.
 6. A resignation where the employee is reemployed or reinstated after thirty-one (31) days or more.
 7. Seniority for time spent out of the bargaining unit in supervisory positions will not be lost but neither will it accrue.
- C. A seniority list shall be developed three (3) months prior to the effective date of any reduction in force. A copy of such list shall be posted in each building in the District with a copy being sent to the Association President.
- D. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by:
1. The date of the Board meeting at which the teacher was hired.
 2. The order in which they were hired as recorded by Board minutes.

19.04 Recall After Reduction In Force

- A. Any teacher laid off as a result of staff reduction shall be recalled in inverse order in accordance with ORC 3319.17 (c). Before posting any vacancy, the Board will offer the position to the most qualified bargaining unit member on the recall list who has the highest evaluation score in that area of certification or total if a tie exists in the evaluation score district seniority shall be used to break the tie.
- B. Notice of recall will be given by regular mail to the last address given to the Board by a bargaining unit member. A copy of the notice of recall will be given to the Association President. If a bargaining unit member fails to respond within twenty (20) working days after forwarding of the above notice of recall, he/she will be deemed to have refused the position offered.
- C. A bargaining unit member who is reduced in force will remain on the recall list for thirty-six (36) months after the effective date of his/her reduction in force, unless he/she:
1. Waives his/her recall rights in writing.
 2. Resigns.

3. Fails to accept recall to the position that he or she held immediately prior to his/her reduction in force. Or,
 4. Fails to report to work in a position that he/she had accepted within ten (10) work days after receipt of the notice of recall, unless such employee is sick or injured, verified by a doctor's certificate.
- D. A bargaining unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the accumulation of seniority, accumulation of sick leave, salary placement, and contract as he/she held at the time of layoff.
- E. No new bargaining unit member will be employed by the Board while there are bargaining unit members on the recall list who are certified for the vacancy.

19.05 Rights While Suspended

- A. Any bargaining unit member whose contract is suspended for the purpose of reduction in force shall be entitled to all Board provided insurance benefits while on lay-off/suspension. The bargaining unit member has the right to buy the insurance at the Board group rate and pay through the Clerk/Treasurer on a monthly basis, subject to the terms of the Board's insurance policy. It shall be the duty of the bargaining unit member to pay such amounts in advance monthly or in greater amounts, and upon failure to do so, the Board may cancel such benefits.
- B. A bargaining unit member laid off from a full-time position may accept and/or reject recall to a part-time bargaining unit position. A member who accepts a part-time position shall remain on the recall list for recall to a full-time position. A member who rejects a part-time position shall remain on the recall list.

ARTICLE 20 MAINTENANCE OF STANDARDS

- 20.01** During the duration of this Contract, the Board shall maintain all terms, conditions, and benefits of employment at not less than the level in effect as of the effective day of this Contract.
- 20.02** The New South Point High School and South Point Middle School will be treated as two separate Buildings for the purpose of contract language. July 11, 2005.

ARTICLE 21
PROVISIONS CONTRARY TO LAW

- 21.01** If any provisions of this document or any application of the document to any certificated person or persons shall be found contrary to law by a court of competent jurisdiction, then this provision 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.
- 21.02** Upon any provision being found to be contrary to law, then the parties shall begin negotiations within thirty- (30) days regarding a replacement provision. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

ARTICLE 22
TEACHING CONDITIONS

- 22.01** The Board shall furnish sufficient material and supplies for teaching, including, but not limited to, textbooks, audio-visual aids, paper, pens, and duplication materials and equipment, within the reasonable discretion of the building administrator.
- 22.02** he Board shall provide a restroom facility at each school for the exclusive use of non-students.
- 22.03** Each classroom will be provided chalkboard and bulletin board space.
- 22.04** The Board will make every effort within its means to provide teachers with safe, healthful working conditions.
- 22.05** The Board shall provide passage to school activities and athletic events. Employees shall enter by the pass gate, if applicable, and sign the pass sheet.
- 22.06** No bargaining unit employees, except those medically certified by the state, shall be required to administer any medical or health related procedures, except in life threatening situations.

ARTICLE 23
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 23.01** South Point Local Professional Development Committee shall determine whether coursework completed by educators meets the requirements for renewal of certificates and licenses. The committee shall also review other continuing education activities in addition to coursework.

23.02 The South Point Association of Classroom Teachers Executive Council shall appoint the teacher members and designate replacement members in case of vacancies among teacher members. Mid-term vacancies will be filled only for the remainder of the unexpired term of the vacancy. The Administration and SPACT may recommend to the Board of Education or the SPACT Executive Committee the removal of LPDC members from the LPDC who miss more than three (3) consecutive meetings.

23.03 The structure of the South Point Local Professional Development Committee shall include the following elements:

- A. The Committee shall have a district level scope.
- B. There shall be five (5) total members of the Local Professional Development Committee. The committee shall contain three (3) South Point Association Classroom Teacher members, which may include the President of the Association. Each teacher member must have at least five (5) years of teaching experience.
- C. The two administrative members shall include a principal and one other representative, which may include the Superintendent, the Assistant Superintendent, or the Clerk/Treasurer, or any other administrative person appointed by the Superintendent. The administrative member must have a minimum of a Provisional Administrative Certificate/License. Mid-term vacancies will be filled only for the remainder of the unexpired term of the vacancy.
- D. The committee will work with the other educators in the district to develop LPDC operating procedures and criteria for approval of individual professional development plans and approval of professional development activities as required by the new licensure standards. The Committee will recommend the renewal of educators' certificates/licenses if renewal requirements have been met.
- E. Each member will serve a three-year term (with the exception of the initial terms of the committee. The initial terms of the committee members will be on a staggered three, four, and five-year basis). Terms shall run from July 1 to June Committee members may be re-appointed by the South Point Association of Classroom Teachers Executive Council at the expiration of their terms.
- F. The Local Professional Development Committee shall schedule meetings at least once each month throughout the year except the month of July. These meetings will be held during non-school hours. Meetings may be canceled if no coursework has been submitted for evaluation during the previous thirty (30) days. The committee shall meet at the call of the chairperson or upon the filing of a petition with the Superintendent signed by two (2) committee members.
- G. The meetings shall be held at the Middle School or as otherwise determined by the committee.
- H. The LPDC Committee shall be paid \$ 3,000.00 per year, per member over twenty-six (26) pays.

23.04 Beginning with the contract year 2008-09, the application and review process for Master Teacher shall be under the LPDC following the guidelines established by the state of Ohio.

ARTICLE 24 **SUPPLEMENTAL CONTRACTS**

24.01 Supplemental duties shall be defined as those duties which are performed during time in excess of the workday, work week, work year, or in addition to the bargaining unit member's regular duties. Members performing supplemental duties shall be issued written, individual, limited contracts that include:

- A. Duration of the supplemental contract,
- B. Title of supplemental position,
- C. Amount of supplemental compensation.

24.02 Any instructional staff member involved in a negotiated extra duty assignment, and whose participation is approved by the Board, shall receive compensation for that extra duty in accordance with the supplemental salary schedule included in Section 26.08 of this Article.

24.03 Compensation for activities added between negotiations shall become the subject of immediate bargaining between the parties.

24.04 School clubs may be added to the approved list through a principal's recommendation to the Superintendent for recommendation to the Board. Teachers are required to serve as club advisors only if the club is on the list.

24.05 Periods to be assigned for extra duty responsibilities will be determined by the building principal and central office staff.

24.06 The Board is not required to fill any supplemental duty position.

24.07 The Board shall provide to the bargaining unit member written notice of its intent to nonrenew the member's supplemental contract by April 30th in the year the contract expires. Failure of the Board to provide timely notice of intent to nonrenew or to act in a timely manner on the nonrenewal of a supplemental contract shall result in the automatic renewal of the contract.

A member's performance in a supplemental position shall not have an adverse affect on the member's regular teaching contract.

24.08 Bargaining unit members performing supplemental duties shall be compensated in accordance with the following supplemental salary schedule and dollar amounts in Categories 1, 2 and 3 and shall receive the same percent raise as the base salary. The following listed rates reflect the salary increases in Article 25, Section 25.06.

Category 1. 2012-2013 \$3,371.00/2013-2014 \$3,438.00

HS Assistant Football-Boys	HS Head Soccer-Boys
HS Assistant Basketball-Boys	HS Head Soccer-Girls
HS Assistant Basketball-Girls	HS Academic Coach-[2 positions]
HS Assistant Basketball (JV)-Boys	HS & MS Drama Coach-[1 position]
HS Head Softball-Girls	MS Head Football-Boys
HS Head Track-Boys	MS 8 th Grade Basketball-Boys
HS Head Track-Girls	MS 8 th Grade Basketball-Girls
HS Head Wrestling-Boys	MS 7 th Grade Basketball-Boys
HS Head Volleyball-Girls	MS 7 th Grade Basketball-Girls
HS Head Baseball-Boys	MS Cheerleader Coach
HS 9 th Grade Basketball-Boys	JV Cheerleader Coach
	HS Cheerleader Coach

HS Band Auxiliary Coach [Majorettes, Flags, Rifles, etc.] [1 position]
 No paid assistant coach(es) will be approved for boys or girls 7th or 8th grade basketball.

Category 2 2012-2013 \$2,758.00/2013-2014 \$2,813.00

HS Golf-Boys & Girls	MS Assistant Football-Boys
HS Assistant Track-Boys	MS Soccer-Boys & Girls
HS Assistant Track-Girls	Head Weight Coach
HS Assistant Track-Boys & Girls	HS Tennis-Boys & Girls
MS Head Track-Boys	HS Assistant Baseball-Boys
MS Head Track-Girls	HS Assistant Softball-Girls
MS Assistant Track-Boys	HS Assistant Volleyball-Girls
MS Assistant Track-Girls	HS & MS Cross Country-Boys & Girls [1 position]
MS Assistant Track-Boys & Girls	MS Academic Coach
HS JV Wrestling-Boys	MS Wrestling-Boys

Category 3. 2012-2013 \$2,145.00/2013-2014 \$2,188.00

HS Asst. Athletic Director	MS Head Volleyball-Girls
Assistant Weight Coach – [2 positions]	MS Assistant Volleyball-Girls
Assistant Weight Coach-Girls [1 position]	MS Golf-Boys & Girls

Category 4. 10 Month Extended Service

Middle School Guidance Counselor

Category 5. \$600.00 per year

Head Teacher, Elementary Buildings

The Head Teacher will perform duties only during the times the principal is out of the building due to reasons such as but not limited to district meetings, illness, or unexpected emergencies. If the principal is out of the building for more than one-half

day, a certified substitute teacher will be provided for the head teacher's classroom and duties.

Junior/Senior Prom Coordinator **\$800.00 per year**

Supervise and maintain required records of fundraising projects.

Organize and work with student prom committee.

The Junior/Senior Prom is divided into three parts: (1.) Grand March; (2.) Prom; (3.) After Prom

Category 6. - \$ 20.00 Per Hour

After School Detention/Study Monitors (\$20.00 per hour)

After school detention and study shall be paid at the rate of \$20.00 per hour.

Detention: High School (6 hours per week) and limited to 4 hours per week at the Middle School and 1 hour per week at each elementary school.

After School Media Center (\$20.00 per hour)

The High School and Middle School Media Centers will be open no more than a maximum of three (3) hours as needed, (no more than one (1) day per week as agreed upon by SPACT and the administration). If additional personnel, time and/or days are needed, the number of personnel, time and/or days will be determined by the superintendent with recommendations from the building principal and the person covering the media center being considered. The bid procedure in the Master Contract will be followed.

The South Point Elementary and Burlington Elementary Media Centers will be open under the same guidelines listed above for the High School and Middle School

Homebound Instructors (\$20.00 per hour)

Hours limited to five hours of Instructional time per week. **(\$20.00 per hour)**

Category 7 – Stipends

All jobs paying a stipend shall be posted and bid according to the Article 11.04 (Posting of Jobs) Amount of stipend will be included in the posting.

Category 8 - Mentor Teacher

Mentor Teacher paid \$1000.00 per Entry Year Teacher. Plus pay for Mentor leadership training activities and evaluation of program activities.

Category 9 – National Board Certification

Any teacher who successfully completes and receives National Board Certification shall be compensated \$1000.00 by the South Point Local Board of Education, on a one-time basis.

24.09 The Board shall, at its own expense, conduct routine motor vehicle record checks on any bargaining unit employee who volunteers to drive a school vehicle on school sponsored activities and the Board will provide insurance coverage.

24.10 Whenever the Administration directs any portion of the supplemental duties to be conducted as part of a regular work day, a qualified substitute shall be provided.

ARTICLE 25
SALARY

25.01 Regular Salary

Initial placement on the Teachers' Salary Schedule shall be determined in accordance with the applicable provisions of the Ohio Law.

25.02 Placement on the 5 Years Training No Masters salary column is interpreted to be those teachers who have acquired [150 semester and/or 225 Quarter] undergraduate and/or graduate hours since the beginning of their college work.

Placement on the MA + 30 Salary column is interpreted to be those teachers who have acquired thirty (30 semester and/or 45 quarter) graduate hours not needed in the conferring of the Master's Degree.

25.03 Teachers' salaries shall be paid in twenty-six (26) equal installments.

A schedule of pay dates for each year shall be issued with the first paycheck of the new school year.

Starting with the school year 1999-2000 all new license/certified employees must select the option of electronic pay deposit.

The Board shall make electronic transfer deposits of paychecks for any employee who so notifies the treasurer in writing during the open enrollment period and shall continue for the entire year. An employee's salary shall be paid by electronic transfer to a bank or credit union or savings and loan institution of the employee's selection not later than 8 a.m. of each pay date. Whenever a pay date is not a regularly scheduled workday, or if a holiday interferes with the pay date, the electronic transfer shall be made no later than 8 a.m. one day earlier than the regular pay date and said electronic transfer shall be pre-dated to allow access to the monies on that date.

It is agreed that all paychecks or deposits issued the week of Thanksgiving shall be made on the Tuesday before Thanksgiving.

Any employee hired before the school year 1999-000 and not selecting the option of electronic pay deposit shall continue to receive his/her paycheck as scheduled during the school calendar year and by mail during the summer.

Whenever a pay date is not a regularly scheduled workday, or if a holiday interferes with the pay date, the employee shall receive the paycheck one day earlier than the regular pay date and said check shall be pre-dated to allow access to the monies on that date.

25.04 Teachers who are required to drive their personal vehicle for job related duties shall be reimbursed mileage at the IRS rate per mile.

25.05 The salary schedules listed below shall become effective with the effective date of this Agreement.

25.06 There will be a 2% pay raise to the base for 2012-2013 school year. There will be a 2% raise to the base for 2013-2014.

25.07 Bargaining unit members shall be compensated in accordance with the following salary schedule, salary schedule index, and all appendixes to the index for the 2012-2013 and 2013-2014 school year.

25.08 All new negotiated money related items will take effect starting the 2012-2013 and 2013-2014 school year.

25.09 Pay year with 27 pays [must be 26]:

If and when an adjustment needs to be made in the employees pay schedule the adjustment will be made in the month of September.

There will be a three-week period instead of a two-week period between the last August check and the first September check.

The employees will be notified before the last day of school preceding the September that the schedule change will take place.

25.10 If an employee finishes enough college credit that would put them in a new pay column and that employee provides proof of credit to the Treasurer before September 30 (to be followed by an official transcript), the employee shall receive the pay increase for that school year. If an employee finishes enough college credit that would put them in a new pay column and that employee provides proof of credit to the Treasurer before January 30 (to be followed by an official transcript), the employee shall receive the pay increase for only the second semester of that school year.

25.07 continued SALARY SCHEDULE 2012-2013

Years of Service	Bachelor's Degree	5 Years Training No Masters	Master's Degree	Master's +30 Grad. Hours
0	\$30,640.00	34,672.00	36,419.00	39,311.00
1	\$34,672.00	35,990.00	37,889.00	41,088.00
2	\$35,833.00	37,307.00	39,360.00	42,865.00
3	\$36,998.00	38,625.00	40,831.00	44,642.00
4	\$38,162.00	39,942.00	42,302.00	46,420.00
5	\$39,326.00	41,260.00	43,772.00	48,197.00
6	\$40,491.00	42,577.00	45,243.00	49,974.00
7	\$41,655.00	43,895.00	46,714.00	52,333.00
8	\$42,819.00	45,212.00	48,184.00	52,670.00
9	\$43,984.00	46,530.00	49,655.00	53,007.00

10	\$45,148.00	47,847.00	51,126.00	53,344.00
11	\$46,312.00	49,165.00	52,597.00	54,080.00
12	\$47,477.00	50,482.00	54,067.00	55,091.00
13	\$48,641.00	51,800.00	55,538.00	57,021.00
14 - 19	\$49,805.00	53,118.00	57,009.00	58,798.00
20 -24	\$50,805.00	54,118.00	58,009.00	59,798.00
25-30+	\$52,055.00	55,368.00	59,259.00	61,048.00

INDEX

0	1.0000	1.1316	1.1886	1.2830
1	1.1316	1.1746	1.2366	1.3410
2	1.1695	1.2176	1.2846	1.3990
3	1.2075	1.2606	1.3326	1.4570
4	1.2455	1.3036	1.3806	1.5150
5	1.2835	1.3466	1.4286	1.5730
6	1.3215	1.3896	1.4766	1.6310
7	1.3595	1.4326	1.5246	1.7080
8	1.3975	1.4756	1.5726	1.7190
9	1.4355	1.5186	1.6206	1.7300
10	1.4735	1.5616	1.6686	1.7410
11	1.5115	1.6046	1.7166	1.7650
12	1.5495	1.6476	1.7646	1.7980
13	1.5875	1.6906	1.8126	1.8610
14	1.6255	1.7336	1.8606	1.9190

APPENDIX TO INDEX:

15 20 - 24 years of service, paid at Step 14 plus \$1,000.00

16 25 – 30+ years of service, paid at Step 15 plus \$1,250.00

NOTE: Placement on the 5 Years Training No Masters salary column is interpreted to be those teachers who have acquired [150 semester and/or 225 Quarter] undergraduate and/or graduate hours since the beginning of their college work.

NOTE: Placement on the MA + 30 Salary column is interpreted to be those teachers who have acquired Thirty[30 semester and/or 45 quarter] graduate hours not needed in the conferring of the Master’s Degree.

25.07 continued SALARY SCHEDULE 2013-2014

Years of Service	Bachelor’s Degree	5 Years Training No Masters	Master’s Degree	Master’s +30 Grad. Hours
0	\$31,253.00	35,366.00	37,147.00	40,098.00
1	\$35,369.00	36,710.00	38,647.00	41,910.00
2	\$36,550.00	38,054.00	40,148.00	43,723.00
3	\$37,738.00	39,398.00	41,648.00	45,536.00
4	\$38,926.00	40,741.00	43,148.00	47,349.00
5	\$40,113.00	42,085.00	44,648.00	49,161.00

6	\$41,301.00	43,429.00	46,148.00	50,974.00
7	\$42,488.00	44,773.00	47,648.00	53,380.00
8	\$43,676.00	46,117.00	49,148.00	53,724.00
9	\$44,864.00	47,461.00	50,649.00	54,068.00
10	\$46,051.00	48,805.00	52,149.00	54,411.00
11	\$47,239.00	50,149.00	53,649.00	55,162.00
12	\$48,427.00	51,492.00	55,149.00	56,193.00
13	\$49,614.00	52,836.00	56,649.00	58,162.00
14 - 19	\$50,802.00	54,180.00	58,149.00	59,975.00
20 -24	\$51,802.00	55,180.00	59,149.00	60,975.00
25-30+	\$53,052.00	56,430.00	60,399.00	62,225.00

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1	1.1316	1.1746	1.2366	1.3410
2	1.1695	1.2176	1.2846	1.3990
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4	1.2455	1.3036	1.3806	1.5150
5	1.2835	1.3466	1.4286	1.5730
6	1.3215	1.3896	1.4766	1.6310
7	1.3595	1.4326	1.5246	1.7080
8	1.3975	1.4756	1.5726	1.7190
9	1.4355	1.5186	1.6206	1.7300
10	1.4735	1.5616	1.6686	1.7410
11	1.5115	1.6046	1.7166	1.7650
12	1.5495	1.6476	1.7646	1.7980
13	1.5875	1.6906	1.8126	1.8610
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APPENDIX TO INDEX:

15 20 - 24 years of service, paid at Step 14 plus \$1,000.00

16 25 - 30+ years of service, paid at Step 15 plus \$1,250.00

NOTE: Placement on the 5 Years Training No Masters salary column is interpreted to be those teachers who have acquired [150 semester and/or 225 Quarter] undergraduate and/or graduate hours since the beginning of their college work.

NOTE: Placement on the MA + 30 Salary column is interpreted to be those teachers who have acquired Thirty[30 semester and/or 45 quarter] graduate hours not needed in the conferring of the Master's Degree.

ARTICLE 26

NEGOTIATION PROCEDURE

The Board and the Association recognize their obligation to meet at all reasonable times and places agreed upon by the parties, to bargain in good faith upon all subjects as defined in Ohio Revised Code, Section 4117.08(A), excluding those managerial functions which are prohibited as subject for collective bargaining by Section 4117.08(B), and excluding those managerial functions reserved to management in Section 4117.08(C) except as such managerial functions affect wages, hours, terms and conditions of employment.

The Board and the Association agree that neither side shall have more than seven (7) representatives, exclusive of outside consultants and legal counsel, at any session of negotiations, unless the parties agree to increase the number of representatives for a specific meeting; however, the representatives shall not necessarily be the same individuals each session.

The Board will be guided by law concerning its obligation not to attempt to control the Association's selection of representatives, as the Association will likewise not attempt to control the Board's selection of representatives. All representatives shall be in compliance with ORC 4117.

Either team may call upon the use of consultants to assist in negotiations. Any expense incurred through the use of consultants shall be borne by the requesting party.

The Board's and the Association's chief negotiators shall memorialize in writing items tentatively agreed to in negotiations. However, such items shall not have contractual status between the parties until incorporated into an entire contractual package and ratified by the Association and adopted by the Board.

The parties acknowledge that they have an alternative dispute resolution procedure to that provided in Ohio Revised Code Section 4117.14, which alternative procedure supersedes the provisions of that Section. Under the agreed-upon alternative dispute resolution procedure, if impasse is declared by either party, or the parties are unable to reach agreement on all issues submitted for negotiations, either party may declare impasse on the issues yet unresolved. If impasse is declared the parties will mutually request assistance from the Federal Mediation and Conciliation Services in the form of a Mediator selected by the FMCS. The mediator shall act in such capacity until one or both parties declare otherwise, or until agreement is reached. However, if agreement is not reached through mediation within thirty (30) calendar days from the beginning of federal mediation the Association may initiate the provisions of Section 4117.14(D) (2) of the ORC. This procedure is in lieu of the provisions contained in ORC Section 4117.14, but does not waive the Association's rights under Section 4117.14(D) (2), subject to the condition that the Association shall not resort to a strike until the impasse procedure has been exhausted and notice as required by the statute has been given. The mediator has no authority to recommend or to bind either party to any agreements.

When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be first submitted to the Association for ratification. Upon notifying the

Superintendent by the President of the Association that the Association has properly ratified the Agreement, it shall be submitted to the Board for its consideration, and the Board will then conduct a ratification vote on the Agreement as soon as feasible.

Between ninety (90) to sixty (60) days prior to the expiration of this Agreement in any year in which negotiations are scheduled to occur, either party may notify the other in writing of a desire to commence bargaining. The parties shall mutually schedule its first negotiations session immediately following such written notice. The first meeting shall be for the parties to exchange packages.

All contract language not addressed in negotiations remains current contract language.

If during the life of this Agreement, in-term bargaining is required as a provision of this Agreement; ordered by SERB as the result of a violation of a provision of this Agreement; ordered by a court of competent jurisdiction as the result of a violation of a provision of this Agreement; or by mutual consent of both parties, said bargaining procedures shall be in keeping with the procedures set forth in this Article.

The South Point Board of Education and the South Point Association of Classroom Teachers agree that during in-term bargaining, the bargaining procedures shall be in keeping with the procedures set forth in this Article 26 – Negotiation Procedure of the Master Contract Agreement.

ARTICLE 27 **NON-DISCRIMINATION**

A member of the bargaining unit shall not be discriminated against by either the Board or the Association on the basis of race, sex, religion, national origin, marital status, handicap or age. All policies, practices, procedures and regulations shall be applied fairly and without discrimination.

ARTICLE 28 **MANAGEMENT RIGHTS**

The Board has the right to exercise the rights stipulated under ORC Section 4417.08 (c) (1) through (9).

ARTICLE 29 **EMPLOYMENT OF RETIREES**

29.01 A retiree is defined as a certified and/or licensed staff member who has retired through a Teachers Retirement System.

29.02 A newly employed retiree shall be placed in his/her actual educational/experience column at Step 5 of the current contract and shall remain at Step 5 while employed as a retiree.

- 29.03** Retirement from the South Point Local School District shall be considered a break in employment. Rehire date supersedes prior employment date in the South Point Local School District.
- 29.04** The Board of Education will provide health insurance according to the rules of the State Teachers Retirement System of Ohio, or other state retirement systems where applicable. If the applicable state teachers' retirement system rules provide access to insurance coverage for employed retirees, the employed retiree will not be eligible to enroll in the School District's insurance plan. The employed retiree must meet all eligibility requirements of the District's insurance carrier. All employed retirees are required to pay the employee share of individual or family coverage if applicable.
- 29.05** Employed retirees may be employed on a series of one (1) year limited contracts. Employed retirees shall not be eligible for a continuing contract as provided by Section 3319.11 ORC. Employed retiree's contract shall expire at the end of its term without Board action to non-renew under Section 3319.11, ORC. Prior to employment the retiree shall be given notice of this provision and shall acknowledge their understanding of the provision. The decision of the Board to non-renew a retirees is not subject to the grievance procedure.
- 29.06** Employed retirees will receive 15 sick days for each year of employment. Sick leave shall accrue at 1 ¼ days per month. No sick days accrued prior to retirement may be carried over to retiree's employment. The employed retiree will receive 3 personal days for each year of retiree's employment. The use of personal days shall be in accordance with the CBA. Any remaining sick days or personal days left at the end of each year of employment shall be sold to the Board at the rate of \$90.00 per day.
- 29.07** Employed retirees shall not be eligible to receive a severance payment upon leaving employment with the District, nor will he or she accrue seniority. This provision is effective September 1, 2010. Any employed retiree employed prior to September 1, 2010 shall not be bound by this Article.
- 29.08** If the Board reduces staff in accordance with the Reduction in Force procedure in the Master contract, the employed retiree shall be considered the least senior professional employee in their area of certification/licensure. They shall be the first to have their contract suspended. They shall have no bumping rights. A retiree shall always remain at the bottom of the seniority list of bargaining unit members.
- 29.09** Subject to these provisions, the employed retiree shall be a member of the bargaining unit, and entitled to all the rights and benefits of the South Point Association of Classroom Teachers Association/OEA/NEA. And shall be entitled to all provisions of the CBA except those rights and benefits specifically addressed in this Article.
- 29.10** This provision and such salary and individual contract provisions with employed retirees shall expressly supersede ORC Section 3317.13 and all other applicable laws.

ARTICLE 30
DURATION AND RENEGOTIATIONS

- 30.01** This contract shall be effective as of August 1, 2012, and will continue and remain in full force and effect until August 31, 2014.
- 30.02** This contract supersedes all Board policy, rules, and regulations that are inconsistent with this contract.
- 30.03** At the request of either party, no sooner than ninety (90) days or later than sixty (60) days prior to the expiration of this Agreement, the parties shall commence to negotiate a successor agreement.
- 30.04** Upon ratification of this Agreement by both the Association and the Board, the Agreement shall be printed in booklet form with the cost to be shared equally between the Board and the Association.
- 30.05 IN WITNESS WHEREOF**, the parties have caused the Agreement to be executed on the dates set forth.

FOR THE BOARD:

Jonny Roberts

Heidi R. Ford

Jacque Taylor

Shirley W. Bell

Rita E. Vance

Samuel Cook

Debra Baker

DATE 9/19/12

FOR THE ASSOCIATION:

Steve Bann

Angie Roberts

Donna Nelson

Katherine Hale

Sandra Smith

DATE 9/19/12

TODAY'S DATE _____

SOUTH POINT LOCAL SCHOOL DISTRICT

PERSONAL LEAVE REQUEST

I hereby request _____ day(s) personal leave.

to be effective _____ date(s).

Signature

Building

Approved Disapproved

Building Principal or Supervisor

Superintendent

CIRCLE

Number of ½ personal leave days taken this school year 1 2

A maximum of two half day personal leaves are allowed per school year.
All other personal leave time will be charged as a full day.

SOUTH POINT LOCAL SCHOOL DISTRICT

APPLICATION FOR PROFESSIONAL DAY

Per Article 15 of the Master Contract

EMPLOYEE REQUEST _____ **ADMINISTRATIVE REQUEST** _____

Request for _____ day(s) leave by member of the professional staff.

Date of application of leave _____

Date(s) of leave _____

Name _____

School _____ Position _____

Reasons for leave

Will a substitute be needed? _____

Is reimbursement for the substitute available? _____

Who should be invoiced for reimbursement? _____

LIST ANTICIPATED EXPENSES IF
SUCH IS TO BE CONSIDERED FOR
PAYMENT BY THE SOUTH POINT
BOARD OF EDUCATION:

TRAVEL/MILEAGE: _____ \$ _____
MEALS _____ \$ _____
LODGING: _____ \$ _____
INCIDENTALS: _____ \$ _____
REGISTRATION FEES _____ \$ _____

Approval
Signature of:

TOTAL \$ _____

Principal _____ Date _____

Superintendent _____ Date _____

APPROVED WORKSHOP REIMBURSEMENT FORMS
(To Be Completed FOLLOWING Completion of Meeting or Training)

NAME AND LOCATION OF MEETING: _____

Dates of Meeting _____

Educational Purpose _____

Local Sponsoring Agency: _____

Was a Substitute Teacher Needed? _____

LIST ACTUAL EXPENSES:	TRAVEL: _____	\$ _____
*ITEMIZED RECEIPTS MUST	MEALS: _____	\$ _____
BE ATTACHED	LODGING: _____	\$ _____
	INCIDENTALS: _____	\$ _____
	REGISTRATION FEES _____	\$ _____
	TOTAL	\$ _____

DATE: _____

SIGNATURE OF EMPLOYEE

ACTION TAKEN:

BUILDING PRINCIPAL

SUPERINTENDENT OF SCHOOLS

SOUTH POINT LOCAL SCHOOL DISTRICT
STATEMENT OF EXCUSED ABSENCE FROM DUTY

(Principals and Supervisors are to attach this format to each certification for payroll.)

Employee's Name _____

*Inclusive dates of absence _____

Reason for absence – check one:

() Personal illness – Name of physician _____

() Illness in family – Give relationship _____

*I hereby certify that I was physically incapable of performing my duties on the date or dates of absence as indicated above; or that it was imperative for me to be with my ailing relative on the above date or dates of absence; or that it was necessary for me to be absent from duty in accordance with the standing board approved negotiations agreement for days of personal leave; or leave without pay taken voluntarily by me or with the concurrence of my immediate supervisor.

(Employee's Signature)

(Where Employed)

(Principal or Supervisor Signature)

(Superintendent Signature)

**FALSIFICATION OF A STATEMENT IS GROUNDS FOR SUSPENSION OR
TERMINATION OF EMPLOYMENT UNDER SECTION 3319.06 OF THE REVISED
CODE.**

The above certificate must accompany P/R report.

Checks will not be released until certificates are filed.

SOUTH POINT LOCAL SCHOOL DISTRICT

Mentor Teacher

Letter of Commitment

1. I understand that I am making a one-year commitment to the following:

- Complete at least two Pathwise observations per year using Praxis III criteria
- Working with the EYT on an ongoing basis to prepare the EYT for Praxis III assessment
- Doing focused observation/scripting with EYT on a regular basis
- Orienting the EYT to physical plant and expectations of the building assignment
- Serving as a resource person for the EYT
- Participating in regular meetings with the EYT (suggested one hour per week)
- Maintaining a journal of all mentoring activities that document contact hours with the EYT in addition to the focus scripting and two complete observations
- Participating in district assigned professional development activities and documenting professional development attendance for the academic year

2. I also understand that I will receive compensation from the district for completing the entry year/mentoring program requirements.

3. I will receive release time for two complete Pathwise observations.

Print name of **Mentor Teacher**

Subject/Grade (Mentor Teacher)

Building (Mentor Teacher)

Social Security Number (Mentor Teacher)

Telephone Number (Mentor Teacher)

Signature of Mentor Teacher

Date Signed

Building/Subject/Grade (Entry Year Teacher)

Name of Entry Year Teacher (Print)

Building/Subject/Grade (Entry Year Teacher)

Name of Entry Year Teacher (Print)

Signature of Resident Educator Program Coordinator

Date Signed

Signature of Building Principal

Date Signed

Signature of Superintendent

Date Signed

Resident Educator Program

SOUTH POINT LOCAL SCHOOL DISTRICT

Entry Year Teacher

Letter of Commitment

1. I understand that I am making a one-year commitment to the following:

- Completing required confidential consultations, meeting, and EYT reporting requirements
- Working collaboratively with mentor teachers
- Participation in visitations, observations, and conferences
- Sharing materials and information with the mentor
- Seeking out mentor for advice and suggestions
- Keeping a journal/portfolio
- Participating in professional development opportunities as designated by the district
- Participating in regular meetings with the mentor (suggested one hour per week)

Print name of **Entry Year Teacher**

Subject/Grade (Entry Year Teacher)

Building (Entry Year Teacher)

Social Security Number (Entry Year Teacher)

Telephone Number

Signature of Entry Year Teacher

----- Date Signed

Building /Subject/Grade (Mentor Teacher)

Name of Mentor Teacher (Print)

Signature of Resident Educator Program Coordinator

-----Date Signed

Signature of Building Principal

-----Date Signed

Signature of Superintendent

-----Date Signed

ASSOCIATION LEAVE

South Point Local School District
South Point Association of Classroom Teachers

The individual applying for Association Leave is to give a copy of this form (with the S.P.A.C.T. President's signature) to the S.P.A.C.T. Treasurer. The original signed form is to be given to your principal.

Application for _____ day(s) leave for association business.

Date of application _____

Date(s) of leave _____

Name _____

Building _____

LIST ANTICIPATED EXPENSES IF SUCH IS TO BE CONSIDERED FOR PAYMENT BY THE SOUTH POINT ASSOCIATION OF CLASSROOM TEACHERS:

TRAVEL/MILEAGE:	_____	\$ _____
MEALS	_____	\$ _____
LODGING:	_____	\$ _____
INCIDENTALS:	_____	\$ _____
REGISTRATION FEES	_____	\$ _____
TOTAL		\$ _____

Signature of:

S.P.A.C.T. President _____ Date _____

Principal _____ Date _____

Superintendent _____ Date _____

REIMBURSEMENT FROM SPACT FOR ASSOCIATION LEAVE

(To be Completed FOLLOWING Completion of Association Leave and given to the Association's Treasurer along with a copy of the signed Association Leave Form for payment.)

NAME _____

Dates of Association Leave _____

LIST ACTUAL EXPENSES:	TRAVEL: _____	\$ _____
*ITEMIZED RECEIPTS MUST BE ATTACHED	MEALS: _____	\$ _____
	LODGING: _____	\$ _____
	INCIDENTALS: _____	\$ _____
	REGISTRATION FEES _____	\$ _____
	TOTAL	\$ _____

DATE: _____

SIGNATURE OF S.P.A.C.T. MEMBER

ACTION TAKEN:

S.P.A.C.T. TREASURER (signature)

DATE

GRIEVANCE REPORT

Name of Grievant

Date Filed

Master Contract (section) violation

Date-cause of grievance occ.

Statement of Grievance:

Relief sought (if additional space is needed, attach additional sheet):

SPACT Member's Signature

Date

SPACT President

SPACT Grievance Chairperson

STEP I

Disposition by Principal or Immediate Supervisor _____

Signature

Date

Position of Grievant and/or Association:

Continue to **next step** or **dismiss grievance** (mark one)

Signature _____

Date _____

STEP II

Date Received by Superintendent _____

Disposition of Superintendent _____

Signature Date

Position of Grievant and/or Association:

Continue to **next step** or **dismiss grievance** (mark one)

Signature Date

STEP III

Date submitted to Board of Education _____

Disposition and Award of Board of Education _____

Signature Date

SOUTH POINT SCHOOLS
TEACHER EVALUATION POLICY

The South Point Schools philosophy identifies two main thrusts apparent in this evaluation program. The first is to provide opportunities for self-analysis and self-development so that the individual staff member may develop his professional skills and performance. The second is to provide for a systematic evaluation to maintain a quality educational program.

When a teacher is offered a contract to teach in this district, it is because there has been a judgment which expresses confidence in the candidate's potential for and commitment to professional growth as well as his/her initial level of competence. Thus, there is every reason to build a staff evaluation which assumes the teacher's success. Through an open approach, apprehension about evaluation is unnecessary and the teacher may assume responsibility for using the information to increase his/her effectiveness. The desired result of a successful staff evaluation is to be found in the development of instructional skills to enhance learning opportunities for the individual pupil.

There is considerable validity to the assumption of confidence that teachers can be and will continue to be successful in the positions for which they have been hired. However, it would be unrealistic to assume that all teachers will be successful or that there would never be an instance of a once effective teacher becoming unsatisfactory. For this reason, there must be a systematic approach to evaluation so that at various points in a person's professional career, there is a careful review of his/her performance to support valid evidence for non-renewal or termination of a contract; there should also be evidence of successful performance for renewal or upgrading of a contract.

Evaluation Schedule

1. Limited Contract that Expires at the End of the School Year:

Must have at least two formal classroom observations and may have four formal classroom observations.

Each evaluation consists of two formal observations of at least 30 minutes duration.

Teacher Self-Evaluation

Teachers may use self-evaluation instrument on a personal basis. This instrument will not be used as part of the formal evaluation unless requested by the teacher.

* All Post-Evaluation Conferences will be held during the teacher's preparation period within seven days of the completion of each evaluation.

Name of Teacher _____ SOUTH POINT LOCAL SCHOOL DISTRICT

School _____ TEACHER PERFORMANCE REVIEW RECORD

Grade Level or Subject(s) _____

School Year: _____

Evaluator _____ Present Contract Status: Year _____ of

Observers _____

Sequence

The first conference should be scheduled between October 1 and January 15. The second conference shall be scheduled between March 1 and April 1.

Growth Areas

Prior to the conference, the teacher should examine the interpretative guide and identify those areas in which he would like to achieve growth. He may take the worksheet to the conference.

At the conference, growth areas should be discussed. The principal will check those areas in which he believes growth is needed. Those which the teacher decides to check reflect his own self-appraisal. Specific items checked under a major category may indicate that, although the district standard has been met, growth is needed. Documentation diagnosis and prescription for improvement shall be provided for each item checked by the principal.

District Standards

The teacher is expected to meet district standards of performance in the following major categories: Instructional Management, Personal Attitudes and Characteristics, Professional Attitudes and Characteristics, Professional Competence. These standards are illustrated in the Interpretative Guide. If it is determined that district standards in a major category are NOT MET, careful documentation based upon performance in the current school year is required. Diagnosis and prescription for remediation must accompany the documentation, all of which shall be recorded on the official file copy.

Procedures

If, at the second conference, the principal for the first time checks a growth area or determines district standards NOT MET, the reason(s) should be clearly established as having occurred or come to his attention during the time elapsed between the first and second conferences.

The teacher should feel free to include or attach additional written statements at any time. The principal may be asked to sign statements submitted at a later date to acknowledge receipt and examination.

The teacher and principal shall sign the official file copy of each conference record to indicate that they have examined and discussed the contents.

A photo static copy of the official file copy of each conference record shall be provided to the teacher. The official copy shall be kept in the appraisee's file in the principal's office and be made available for examination by the teacher upon request.

SOUTH POINT SCHOOL
TEACHER EVALUATION INFORMATION

Examples of what an observer might look for in a classroom to be used in post evaluation conferences and not as an evaluation instrument.

A. Teacher Behavior

1. Positive approach
2. Poise
3. Non-Verbals (Unspoken Actions)
4. Mannerisms
5. Movements & Gestures
6. Delivery
7. Questions (Appropriate)
8. Method
9. Gives Clear Directions
10. Vocabulary (Appropriate)
11. Anticipating Problems
12. Eye Contact
13. Survey Class (Contact with whole class)
14. Touching (Elementary only)
15. Smiling
16. Nodding Head
17. Courteous
18. Appropriate Activities
19. Teacher – Pupil rapport
20. Calling by First Name
21. Sincerity

B. Student Behavior

1. Responses
2. On Task (Doing what should be doing)
3. Non Verbals
4. Mannerisms
5. Movements
6. Participation

C. Instruction – Teaching

1. Look for Objectives
2. Purpose (why)
3. Knowledge of subject matter
4. Classroom Rules & Procedures
5. Prompts (helpers)
6. Model (demonstrate)
7. Relevant Practice
8. Immediate Feedback (you did a good job)
9. Use of material & equipment
10. Evaluation – Test

D. Other Observations

1. Room Arrangement (Neatness)
2. Lesson Plans
3. Grouping (if appropriate)

SOUTH POINT LOCAL SCHOOL DISTRICT
PERFORMANCE REVIEW FOR TEACHERS

Interpretation Guide and Self-Appraisal Worksheet

Name

INTRODUCTION: This guide has been prepared to assist both the appraisee and appraiser by providing illustrative interpretation of the various items which comprise teacher performance review standards. The numbered statements are the standards. Lettered statements are interpretations, which identify ways in which standards may be met and performance evaluated objectively.

Prior to the performance review conference, the teacher should examine the guide for purposes of self-appraisal. In the appropriate spaces to the left the teacher should check those growth areas in which he or she would like to concentrate professional growth efforts. This worksheet should then be discussed in the performance review conference at which time the items checked will be recorded on the performance review instrument.

GROWTH AREAS
(Self Appraisal)

1 st	2 nd
Conf.	Conf.
_____	_____
date	date

I. PERSONAL ATTITUDES AND CHARACTERISTICS

- | | | |
|-------|-------|--|
| _____ | _____ | 1. Takes initiative in meeting responsibilities. |
| _____ | _____ | a. Establishes a pattern of being dependable by being punctual by maintaining accurate records, by attending required meetings, and by supplying instructions for substitute teachers. |
| _____ | _____ | b. Supervises the care and/or safe storage of the school equipment under his jurisdiction. |
| _____ | _____ | c. Is willing to assume responsibility for supervising pupil behavior in school situations. (When a teacher becomes aware of disruptive behavior outside of his classroom, in the hallways, washrooms, assemblies, lunchroom, bus stops, etc., he attempts to deal with it.) |
| | | |
| _____ | _____ | 2. Relates positively to students, parents, and staff. |
| _____ | _____ | a. Demonstrates friendliness, honesty, and sincerity in a desire to help. |
| _____ | _____ | b. Exercises emotional control. |
| _____ | _____ | c. Accepts mistakes in a classroom, attempts to prevent or resolve interpersonal conflicts, uses verbal and non-verbal praise. |
| _____ | _____ | d. Exhibits concern for the feelings and opinions of others, is tactful and discreet. |

3. Responds constructively to supervision.

- a. Considers statements of observation and its analysis presented in constructive manner.
- b. Assumes responsibility for improvement.
- c. Maintains acceptable personal appearance. (Recognizes that individual differences in appearance are acceptable as long as they are not disruptive to the students' ability to learn.)

II. PROFESSIONAL ATTITUDES AND CHARACTERISTICS

1. Helps each pupil to develop a realistic, positive self-image.

- a. Helps students feel that their presence and participation is desirable and of value by using techniques of both verbal and non-verbal positive reinforcement.
- b. Demonstrates a fair and open-minded concern for the pupils as evidenced by impartiality, listening to various points of view, attention to student inquiries, and their need for explanations.
- c. Attempts to involve as many students as possible in constructive activities.

2. Shows evidence of professional growth.

- a. Demonstrates an awareness of current trends relevant to his field. (This may be attained through workshops, courses, publications, research, or independent pursuits. Evidence of this awareness may be obtained in a conference with the teacher.)
- b. Works toward professional self-improvement.

3. Abides by written administrative policies and procedures within department, school, and district as stipulated in school board policies, teachers' handbook, and other currently written regulations.

4. Works cooperatively with school district personnel and assumes delegated responsibilities.

- a. Accepts necessary building duties in addition to teaching assignment.
- b. Is available, upon request, to share abilities and knowledge with fellow teachers.
- c. Cooperates with colleagues in implementation of programs policies and daily routines.
- d. Encourages pupils to respect and observe school policies and routines.

5. Informs parents of pupil performance and works with parents and other school personnel to bring about improvement and growth.

- a. Initiates communications with the parents.
- b. Makes self available and prepares for conferences.
- c. Follows through on a mutually agreed upon plan of action.

III. PROFESSIONAL COMPETENCIES

1. Demonstrates skill in the presentation of subject matter.

- a. Gives clear, concise directions and concept clarification to make himself understood by the students.
- b. Uses instructional vocabulary and materials suited to the students.
- c. Calls attention to the points of major importance.
- d. Anticipates difficulties and explains in advance.
- e. Is able to rephrase and give additional examples in response to questions by students where desirable.

2. Seeks to promote student success by adapting methods, activities, and provide materials.

- a. Adapts materials, methods, and activities according to the students' individual needs, objectives of the lesson, and guidelines of the curriculum. (Class size should also be considered.)
- b. Plans classroom activities appropriate for the current level of competence of the students.
- c. Makes assignments which reinforce classroom learning.
- d. Uses diagnostic and remedial procedures where appropriate.

3. Evidences planning and organization, not necessarily written, and is flexible in taking advantage of spontaneous learning opportunities.

- a. Organizes presentation and activities as planned steps toward meeting established goals.
- b. Guides class from one activity to another with ease.
- c. Demonstrates competence in subject matter.
- d. Plans sufficient activities for the time allotted.

4. Involves students in active learning processes.

(The following methods are illustrative of how this may be done: Challenging, questioning, encouraging, guiding critical thinking, guiding conceptualization, providing laboratory experiences, providing opportunities of practical application.)

IV. INSTRUCTIONAL MANAGEMENT

1. Establishes and maintains reasonable classroom control.

- _____ _____ a. Develops an atmosphere of mutual respect and cooperation as evidenced by pupil-pupil, pupil-teacher interactions which are relaxed, good-natured, and courteous.
- _____ _____ b. Builds desirable classroom standards of work and behavior involving the students when appropriate and interprets the standards in a manner which is designed to prevent problems, is firm, consistent, and fair in holding the students to these classroom standards.
- _____ _____ c. Uses disciplinary approaches that are constructive.
- _____ _____ d. Encourages students to exercise self-discipline. (This may be evidenced in part by the manner in which students respond to inappropriate classroom behavior on the part of their peers.)
- _____ _____ e. Deals with causes of inappropriate behavior as well as with the behavior itself when possible.
- _____ _____ f. Deals with behavioral problems on an individual basis.
- _____ _____ g. Demonstrates the ability to handle most classroom disciplinary problems directly.

2. Conducts classroom activities in an efficient manner.

- _____ _____ a. Classroom situation is orderly, businesslike, work areas are arranged to be conducive to learning, and most students are on task.
- _____ _____ b. Effectively maintains productive daily routine and administration by handling reports and announcements promptly and efficiently.
- _____ _____ c. Uses a variety of classroom activities.
- _____ _____ d. Removes potential distractions to the planned classroom activities.
- _____ _____ e. Directs supervised study.
- _____ _____ f. Attends to the physical conditions and appearance of the classroom and comfort of the students where within the teacher's control.

3. Keeps records as needed to provide information on pupil progress.

- _____ _____ a. Maintains up-to-date, accurate, and legible records of pupil attendance as required for his grade level or subject area.

- _____ _____ b. Enters records of parental conferences in the cumulative files when appropriate.
- _____ _____ c. Assigns grades in a manner consistent with school and departmental policy.

- 4. Implements approved curriculum for grade or subject.

- _____ _____ a. Follows the scope and sequence of the instructional program as it relates to his teaching assignment.
- _____ _____ b. Uses adopted materials, supplemental books, texts, etc. in keeping with the instructional program.

SOUTH POINT SCHOOLS
FIRST CONFERENCE RECORD

I. PERSONAL ATTITUDES AND CHARACTERISTICS

District Standard ____Met ____ Not Met
Growth Areas

Teacher Principal

- ____ ____ 1. Takes initiative in meeting responsibilities
- ____ ____ 2. Relates positively to students, parents and staff
- ____ ____ 3. Responds constructively to supervision
- ____ ____ 4. Maintains acceptable personal appearance
- ____ ____ 5. Emotional stability – poise, self-control, stabilizing influence, temperament
- ____ ____ 6. Judgement & common sense
- ____ ____ 7. Punctuality

Comments:

II. PROFESSIONAL ATTITUDES AND CHARACTERISTICS

District Standard ____ Met ____ Not Met
Growth Areas

Teacher Principal

- ____ ____ 1. Helps each pupil to develop a realistic, positive self-image
- ____ ____ 2. Shows evidence of professional growth
- ____ ____ 3. Abides by written administrative policies and procedures
- ____ ____ 4. Works cooperatively with school and district personnel and assumes responsibilities
- ____ ____ 5. Informs parents of pupil performance and works to bring about improvement and growth

Comments:

Principal's Signature

Date

III. PROFESSIONAL COMPETENCIES

District Standard ____Met ____ Not Met
Growth Areas

Teacher Principal

- ____ ____ 1. Demonstrates skill in the presentation of subject matter
- ____ ____ 2. Seeks to promote student success
- ____ ____ 3. Evidences planning and organization, and is flexible in taking advantage of spontaneous learning opportunities
- ____ ____ 4. Involves students in active learning processes
- ____ ____ 5. Uses a variety of instructional materials and procedures

Comments:

IV. INSTRUCTIONAL MANAGEMENT

District Standard ____ Met ____ Not Met
Growth Areas

Teacher Principal

- ____ ____ 1. Establishes and maintains reasonable classroom control
- ____ ____ 2. Conducts classroom activities in an efficient manner
- ____ ____ 3. Keeps records as needed to provide information on pupil progress
- ____ ____ 4. Implements approved curriculum for grade or subject

Comments:

Teacher's Signature

Date

*Signature indicates examination & discussion only.

SOUTH POINT SCHOOLS
SECOND CONFERENCE RECORD

I. PERSONAL ATTITUDES AND CHARACTERISTICS

District Standard ____Met ____ Not Met
Growth Areas

Teacher Principal

- ____ ____ 1. Takes initiative in meeting responsibilities
- ____ ____ 2. Relates positively to students, parents and staff
- ____ ____ 3. Responds constructively to supervision
- ____ ____ 4. Maintains acceptable personal appearance
- ____ ____ 5. Emotional stability – poise, self-control, stabilizing influence, temperament
- ____ ____ 6. Judgement & common sense
- ____ ____ 7. Punctuality

Comments:

II. PROFESSIONAL ATTITUDES AND CHARACTERISTICS

District Standard ____ Met ____ Not Met
Growth Areas

Teacher Principal

- ____ ____ 1. Helps each pupil to develop a realistic, positive self-image
- ____ ____ 2. Shows evidence of professional growth
- ____ ____ 3. Abides by written administrative policies and procedures
- ____ ____ 4. Works cooperatively with school and district personnel and assumes responsibilities
- ____ ____ 5. Informs parents of pupil performance and works to bring about improvement and growth

Comments:

III. PROFESSIONAL COMPETENCIES

District Standard ____Met ____ Not Met
Growth Areas

Teacher Principal

- ____ ____ 1. Demonstrates skill in the presentation of subject matter
- ____ ____ 2. Seeks to promote student success
- ____ ____ 3. Evidences planning and organization, and is flexible in taking advantage of spontaneous learning opportunities
- ____ ____ 4. Involves students in active learning processes
- ____ ____ 5. Uses a variety of instructional materials and procedures

Comments:

IV. INSTRUCTIONAL MANAGEMENT

District Standard ____ Met ____ Not Met
Growth Areas

Teacher Principal

- ____ ____ 1. Establishes and maintains reasonable classroom control
- ____ ____ 2. Conducts classroom activities in an efficient manner
- ____ ____ 3. Keeps records as needed to provide information on pupil progress
- ____ ____ 4. Implements approved curriculum for grade or subject

Comments:

Principal's Signature

Date

Teacher's Signature

Date

*Signature indicates examination & discussion only.

SICK LEAVE AND/OR PERSONAL LEAVE BUY BACK

To: All Certified Employees

From: Treasurer - South Point School District Treasurer's Office

Subject: Sick Leave and/or Personal Leave Buy Back

Date: _____

SICK LEAVE

Per Article Section 15.01 Paragraph I, the Board will pay a bargaining unit member at the rate of substitute pay + \$15.00 for any unused sick leave days, up to a maximum of 15 days earned each year. The bargaining unit member must have and maintain a 150-days sick leave balance minimum before he/she can sell back-unused sick leave days. If the bargaining unit member has and maintains a 150-sick leave balance minimum, he/she has the option of adding the unused sick leave days to his/her accumulation or accepting the buy-out option.

PLEASE SIGN, DATE AND RETURN BY **MAY 15**. MARK THE APPROPRIATE OPTION BELOW AND RETURN TO THE PAYROLL DEPARTMENT IN THE TREASURES OFFICE.

I _____ Elect to be paid for my unused sick leave, for the _____ School Year, and by my signature affirm that I have the required, minimum balance of 150 sick days accumulated.

I _____ Elect for my unused sick leave for the _____ School Year, to be added to my accumulated sick leave days.

PERSONAL LEAVE

Please note Article 15 section 15.05 of the current contract gives the option of letting unused personal days be converted to sick leave or receiving payment for them at the rate of substitute pay plus \$ 15.00.

PLEASE INDICATE BELOW, WITH YOUR SIGNATURE YOUR PREFERENCE AND RETURN TO THE TREASURER'S OFFICE BY **MAY 15**.

I _____ wish to be paid for my unused personal days.

I _____ wish the balance of my personal days to be converted to sick leave and added to my accumulated sick leave days.

TEACHER'S CONTRACT – LIMITED

Rev. Code, Secs. 3313.33; 3319.08, .09

AN AGREEMENT entered into between _____ and the Board of Education of South Point Local School District in Lawrence County, Ohio; the said _____ hereby agrees to teach in the Public Schools of said District for a period of _____

Said _____ further agrees to abide by and maintain the rules and regulations adopted by said Board of Education for the government of the Schools of said District.

IN CONSIDERATION of and for such services, the said Board of Education agrees to pay, at the office of its Treasurer, to the said _____ the sum of the adopted salary schedule.

Entered into at South Point, Ohio this _____ day of _____, 20____

“The Master Contract negotiated between the Association _____ and Board is herein incorporated by reference. Any _____ argument or dispute will be settled by the provisions _____ established in said Master Contract or by provisions provided _____ by law.”
EDUCATION

Teacher
THE BOARD OF

By

President

Treasurer

Sec. 3319.12. Each Board of Education shall cause notice to be given annually not later than July 1 to each teacher who holds a contract valid for the succeeding year, as to the salary to be paid such teacher during such year. Provisions of Sec. 3319.11, as to expiration, apply to all Limited Contracts

TEACHER'S CONTRACT – CONTINUING

Rev. Code, Secs. 3313.33; 3319.09, .11, .12

AN AGREEMENT entered into between _____ and the Board of Education of South Point Local School District in Lawrence County, Ohio; the said _____ hereby agrees to teach in the Public Schools of said District from the date of this Contract until he/she resigns, elects to retire, is retired pursuant to law, or until said Contract is terminated or suspended as provided by law.

Said _____ further agrees to abide by and maintain the rules and regulations adopted by said Board of Education for the government of the Schools of said District.

IN CONSIDERATION of and for such services, the said Board of Education agrees to pay, at the office of its Treasurer, to the said _____ the sum of the adopted salary schedule. Said sum to be payable in a specified number of monthly installments as shall be indicated in Notices to be sent annually as provided by law.

Entered into at South Point, Ohio this _____ day of _____, 20_____

“The Master Contract negotiated between the Association and Board is herein incorporated by reference. Any argument or dispute will be settled by the provisions established in said Master Contract or by provisions provided by law.”
EDUCATION

Teacher

THE BOARD OF

By

President

Treasurer

The following forms will be used until the new Evaluation Policy Article is worked out and agreed to by the Association and the Board of Education. The following forms will be replaced in the contract by the new forms that will be used (titles may be different).

TEACHER EVALUATION POLICY

TEACHER EVALUATION INFORMATION

PERFORMANCE REVIEW FOR TEACHERS

FIRST CONFERENCE RECORD

SECOND CONFERENCE RECORD

MEMORANDUM OF UNDERSTANDING

AGREEMENT

In an effort to resolve a dispute that has arisen regarding the Settlement Agreement executed in State Employment Relations Board ("SERB") Case No. 97-REP-08-1096 and specifically the appropriate classification of the Technology Specialist position, the South Point Local School District Board of Education ("the Board") and the South Point Association of Classroom Teachers ("SPACT") agree as follows:

1. The employee currently holding the District Technology Specialist/District Technology Coordinator position ("Technology Specialist") will continue to perform the duties of that position until he resigns or his employment is otherwise terminated. While that employee holds the Technology Specialist position, it will be a non-administrative, non-supervisory position that is not included in the SPACT bargaining unit or in the Ohio Association of Public School Employees ("OAPSE") bargaining unit.

2. Should the position of Technology Specialist become vacant in the future, the Board will post the position and the posting will indicate that administrative certification is preferred and that the position will be an administrative position. However, if the most qualified candidate, as determined solely by the Board, for the Technology Specialist position does not possess administrative certification, then the Board will fill the position as it deems appropriate and the position will be a non-administrative, non-supervisory position that is not included in the SPACT or the OAPSE bargaining unit.

3. If the Board is unable to fill the position of Technology Specialist after posting the position, then the Board will contract with a private company or individual to perform the work previously performed by the Technology Specialist. In this case, the person performing the work would not be an employee of the Board.

This agreement resolves any dispute existing relative to the Settlement Agreement executed in SERB Case No. 97-REP-08-1096.

SOUTH POINT LOCAL SCHOOL ASSOCIATION DISTRICT BOARD OF EDUCATION	SOUTH POINT ASSOCIATION OF CLASSROOM TEACHERS	OHIO OF PUBLIC SCHOOL EMPLOYEES
Rick D. Waggoner, Superintendent President of OAPSE	Rita Vance, President of SPACT	Hazel Hinkle,

Date signed: July 31, 2000 Date signed: July 31, 2000 Date signed: July 31, 2000

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the South Point Local Board of Education "Board" and the South Point Association of Classroom Teachers' "Association" for the purpose of addressing changes related to teachers' performance evaluations.

Whereas, recent changes to Ohio law requires all school districts to adopt a performance evaluation system and further requires a Board to adopt a standards-based teacher evaluation policy and, thereafter, to include such policy in the Collective Bargaining Agreement between the parties; and

Whereas, in order to facilitate the adoption of the Board policy as required by law, an Evaluation Review Committee ("ERC") will be formed by the Board and Association to provide stakeholder input and facilitate the statutorily-required consultation with teachers relative to the development of the standards-based teacher performance policy.

It is agreed by the Board and Association as follows:

Composition of Committee:

- a. The ERC shall be established no later than September 30, 2012.
- b. The ERC shall be comprised of four (4) representatives from the Association and four (4) representatives from the Administration. The Association shall appoint its members and the Superintendent shall appoint the Administration members. Bargaining Unit ERC members shall be teacher leaders representative of elementary, secondary, and middle school. There will be one representative from each building.
- c. Members of the ERC shall receive, if it is deemed necessary, at Board expense, training in the state-adopted evaluation framework model.
- d. The ERC shall be chaired jointly by a bargaining unit and administrative committee member.
- e. The ERC shall establish, by mutual agreement, a meeting calendar and timeline for completion of the ERC work by March 1, 2013. The majority of the ERC committee work will be performed during the school day. At the initial meeting, the ERC will develop the guidelines by which the ERC will operate.
- f. The ERC may establish subcommittees to assist with their work and members of said committees will be jointly appointed by the committee co-chairs.
- g. The ERC may invite additional persons to ERC meetings to provide additional information and/or input to the ERC regarding aspects of the evaluation process.

Recommendation to the Board:

- a. At the completion of the work of the ERC committee, the ERC shall evaluate the program and make a final recommendation to the Board on a standards-based evaluation system in compliance with Ohio law no later than March 1, 2013. The Association President shall be provided a copy of the recommended policy.

Presentation/Training:

The ERC will be charged with the responsibility to develop a program to educate all staff on the new standards-based evaluation policy adopted by the Board. The program shall be presented to all impacted staff at the faculty orientation program for the 2013-2014 school year.

Time for Committee Work:

Teachers serving on the committee shall be paid a stipend of \$30.00 per hour for work performed past their regular school day. Committee will complete a time sheet to be submitted to the Treasurer for payment of hours worked on the ERC Committee.

South Point Local Board of Education

Rita Elvance

Date: 9/19/12

By: *Samuel Cook*

South Point Association of Classroom Teachers

Stephen A. Bero

Date: 9/19/12

By: *Stephen A. Bero*