

STATE EMPLOYMENT
RELATIONS BOARD

2011 JUN 30 P 2:04

HAND DELIVERED

MASTER CONTRACT

Between

Union-Scioto Education Association

and

Union-Scioto Board of Education

June 29, 2011 – June 30, 2014

Amended:
11-MED-03-0289

W Pen Chris
Contract was
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K Rowland
Cathy Perkins
OEA
6/30/11

Amended 11-MED-03-0289

HAND DELIVERED

STATE EMPLOYMENT
RELATIONS BOARD

2011 JUN 30 P 3:40

MASTER CONTRACT

Between

Union-Scioto Education Association

and

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June 29, 2011 – June 30, 2014

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**AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF THE
UNION-SCIOTO LOCAL SCHOOL DISTRICT
AND THE
UNION-SCIOTO LOCAL EDUCATION ASSOCIATION**

This agreement entered into at Chillicothe, Ohio, this 29 day of June, 2011 between the Union-Scioto Board of Education (hereinafter referred to as the "Board") and the Union-Scioto Local Education Association (hereinafter referred to as the "Association").

PREAMBLE

The education program in the Union-Scioto Local School District shall benefit from mutual understanding, cooperation and communication among the Board, the Administration and the teachers. For and in aid of that purpose, the parties have entered into this agreement.

ARTICLE 1
RECOGNITION

- 1.01 The Board recognizes the Association as the sole and exclusive bargaining agent for the Union-Scioto Education Association/Ohio Education Association/National Education Association, a bargaining unit which is composed of all certified/licensed classroom educators whether under contract, or on leave, employed by the Board, excluding substitute teachers. All teachers shall be referred to as "teachers" except when the context of the Agreement requires more specificity.
- 1.02 All teachers as described herein are entitled to all rights, benefits, and privileges, and are obligated to all duties, responsibilities and requirements of this contract unless otherwise specified.
- 1.03 All work currently performed by teachers shall be deemed bargaining unit work.
- 1.04 No bargaining unit member will be discriminated against for the exercise of employment rights or in the application of this contract and/or race, color, creed, national origin, age, sex, religion, ancestry, marital status, handicap, or personal life.

ARTICLE 2
REPRESENTATION ELECTION PROCEDURES

- 2.01 Any election held for the purpose of unit representation shall be conducted under the supervision and rules of the State Employment Relations Board.

ARTICLE 3
BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

- 3.01 Except as specifically limited by this Agreement, the Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of Ohio and/or of the United States.

ARTICLE 4
COLLECTIVE BARGAINING

- 4.01 Principles
 - A. "Good Faith" collective bargaining, as provided for in this document includes, but is not limited to, reasonable positions on negotiable issues; an indicated willingness to reach an agreement thereon; the willingness to present, accept and react to proposals and counterproposals; refraining from unexplained changes in position and from raising new and additional issues calculated to avoid the reaching of an agreement; but does not compel either party to agree to a proposal or require the making of a concession.

- B. Representatives of the Board and Association shall participate in collective bargaining freely without fear of penalty, sanction, reprisal, or recrimination, nor threat nor implication thereof.

4.02 Subjects of Collective Bargaining

Representatives of the Board and the Association will collectively bargain in good faith on all matters concerning salaries, fringe benefits and terms and conditions of employment.

4.03 Requests for Collective Bargaining

- A. If either of the parties desire to collectively bargain any subjects covered by Article 4.02 of this agreement, it shall notify the other party in writing no sooner than February 1st of the final year of the Agreement and no later than 60 days prior to the expiration of this agreement. Notification in writing from the Association or the Board shall be consistent with SERB requirements.
- B. Within thirty (30) days after the receipt of such notice, an initial meeting shall be held for the purpose of permitting both parties to submit to the other in writing its proposals for collective bargaining. Neither party shall be permitted to submit additional items of collective bargaining, after the second meeting, unless agreed to by both parties.

4.04 Collective Bargaining Meetings

- A. Collective bargaining meetings shall be scheduled at the request of the parties, and until collective bargaining is concluded, either party may require at each meeting a decision on the date, time and place of a subsequent meeting.
- B. Meetings shall be scheduled at reasonable intervals, places, and times and to avoid, as nearly as practicable, conflict and interference with school and employment schedules.
- C. Collective bargaining meetings shall be closed to the press and the public.
- D. During the course of a collective bargaining meeting either party may recess for caucuses of reasonable length at any time.
- E. Either party may keep minutes of the meeting in such form and detail as it may deem advisable; provided, however, that the use of tape recorders during a collective bargaining meeting is prohibited unless agreed to by both parties.

4.05 Representation

Representation at collective bargaining meetings shall be limited to three representatives of the Board and three representatives of the Association. Only those so designated by the Board and the Association shall attend collective bargaining meetings, unless the parties agree otherwise. Provided, however each party may have two observers at each meeting.

4.06 Assistance and Study Committees

- A. Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.
- B. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

4.07 Information

- A. The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and such other available information as will assist the parties in the development and evaluation of proposals.
- B. Access to available information in such form as it may exist constitutes compliance with this provision; and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

4.08 Agreement

- A. As tentative agreement is reached on items which are the subject of collective bargaining, the agreement on those items shall be reduced in writing and initialed by the designated representatives of each party.
- B. If tentative agreement has been reached on all issues, the agreement shall be reduced to writing and submitted to the Association. If ratified by the Association, the agreement shall be submitted within thirty days to the Board for approval. If approved by both parties, the agreement shall then be signed by the designated representatives of each party and be adopted in resolution form as the policy of the Board.

4.09 Disagreement

- A. If agreement is not reached on all issues for a successor agreement within forty-five (45) days after the initial meeting held pursuant to Article 4.03 (B) or a greater length of time as the parties may mutually agree, either party may declare impasse by so notifying the other in writing. At such time, the parties shall resort to federal mediation as a means to resolve issues. The parties agree to meet and cooperate with a federal mediator for a period of thirty (30) days following a declaration of impasse, or a greater length of time as may be mutually agreed, in a sincere effort to reach agreement. In the event that no agreement is reached for a successor agreement by the expiration of the mediation period, or extension thereof, teachers shall have the right to strike, provided the Agreement has expired and further provided the Association has complied with requirements of ORC 4117.14.
- B. The parties mutually agree that the foregoing dispute resolution procedure shall be used as an alternative to and in lieu of the dispute resolution procedure provided in ORC 4117.14.

**ARTICLE 5
GRIEVANCE PROCEDURE**

5.01 The purpose of the grievance procedure shall be to secure, at the lowest possible level and without reprisal, equitable solutions of grievances.

5.02 Definitions

A. "Grievance" is any alleged violation, misinterpretation, or misapplication of:

- (1) this agreement
- (2) individual contracts
- (3) established Board Policy

B. A "Grievant" shall mean a teacher and, at his or her sole discretion, the teacher's designated representative (which is the Association), initiating a claim as defined in Article 5.02 (A).

C. A "day" shall be a school day during the regular school year. A "day" shall be a weekday (Monday through Friday) during summer recess.

5.03 Grievances shall be processed rapidly. The number of days indicated at each step of the established procedure shall not exceed the maximum allowed, unless extended by mutual consent of the parties at each step. If the grievant fails to meet time maximums or to follow the collectively bargained grievance procedure as per contract, the grievance shall be considered waived. If the Administration/Board fails to meet the time maximums or to follow the collectively bargained grievance procedure as per contract at any step, the relief sought shall be granted.

5.04 Communications

All communications, except at the informal level shall be in writing, hand-delivered and receipted or delivered by certified mail. If delivered by certified mail, time limits at the various steps shall be in addition to the time it takes for the mail to be posted and received.

5.05 A grievant may appear on his/her own behalf and the grievant and/or administration at his/her sole discretion may be accompanied at any time at all steps of the grievance procedure by a representative of his/her choice. If it is an organization representative, he/she shall be from the USEA or its affiliate.

5.06 Informal Procedure

Within ten (10) days after the grievant becomes aware of the matter giving rise to the grievance, he/she shall discuss the grievance with the administrator or supervisor at the lowest level who has authority to resolve the grievance. If the grievance is not resolved informally, the grievant may, within three (3) days thereafter, initiate the formal procedure.

5.07 Formal Procedure

- A. Level I. The grievant shall file the grievance in writing with the grievant's immediate supervisor. (Refer to Appendix C). The grievance shall be signed by the grievant, contain a concise, specific statement citing the specific section of the collective bargaining agreement, individual teacher contracts, or established board policy upon which it is based and the relief sought. The party with whom the grievance is filed shall meet with the grievant within three (3) days of the filing and furnish the grievant his/her disposition of the grievance which shall include his/her rationale for the disposition within three (3) days from such meeting.
- B. Level II. If the grievance is not resolved at Level I the grievant may in three (3) days after receipt of the Level I written disposition, file the grievance with the Superintendent. Within three (3) days thereafter, the Superintendent shall meet with the grievant. Within three (3) days following the next regularly scheduled Board meeting, the Superintendent shall give to the grievant in writing the District's disposition of the grievance which shall include rationale.
- C. Level III. If the grievance is not resolved at Level II the grievant may within three (3) days after receipt of the Level II disposition request arbitration by filing a written notice of the request with the Association. Within five (5) days after receipt of such written request for arbitration, and with written approval of the Association, the parties shall mutually request the American Arbitration Association to submit the names of seven (7) arbitrators. The arbitrator shall be selected by the parties alternately striking a name until a single name remains. The striking order shall be determined by a coin flip. The arbitrator shall conduct the hearing in accordance with the voluntary rules and regulations of the American Arbitration Association and issue his/her ruling in writing. The ruling shall be limited to the grievance as stated. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this agreement, nor to add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within these limitations.

On a grievance based on alleged violation, misinterpretation, or misapplication of this Agreement, the ruling shall be limited to the grievance as stated and shall be binding on both parties.

On a grievance based on alleged violation, misinterpretation, misapplication of established Board Policy, or individual teacher contracts, the recommendation shall be limited to the grievance as stated and shall not be binding on either party.

The arbitrator shall expressly confine his/her award and opinion to the precise issue submitted for arbitration and shall have no authority to determine any other issue or to make observation or declaration of opinion which are not directly essential in reaching his award.

A copy of the ruling shall be sent to all parties at the hearing. The costs for arbitration shall be borne solely by the unsustained party. In the event of a multiple arbitration decision where each party wins part but loses part of the decision, the cost will be divided evenly between the two parties.

- 5.08 Nothing contained in this procedure shall be construed as limiting the individual right of a teacher or administrator having a complaint or problem to discuss the matter informally through normal channels of communication.
- 5.09 Both the grievant and the Administration/Board shall have the right at any level of the grievance procedure to have present anyone who is able to provide information relevant to the grievance.
- 5.10 A group grievance may be initiated by the Association on an alleged grievance that affects two (2) or more teachers.
- 5.11 If a grievance affects a group of teachers in more than one building, the formal written grievance shall be filed at Level II.
- 5.12 The USEA President shall be given copies of all written grievances and adjustments of grievances. The USEA president shall be notified of and invited by the Administration to attend any meeting where a grievance settlement occurs.

**ARTICLE 6
SICK LEAVE**

6.01 Annual Allowance

Teachers shall be granted sick leave on the following basis: one and one-quarter days for each completed month of service or fifteen (15) days for each completed year of service. Each teacher employed by the Board who is in his/her first year of teaching, shall be entitled to an advancement of five days sick leave upon employment by the Board. This sick leave shall be charged against the sick leave he/she subsequently accumulates under this article.

6.02 Manner of Calculation

Any sick leave earned and unused in prior employment with another school district or other agency of the state upon presentation of a certified copy stating the number of sick leave days earned and unused from such employers, shall be transferred from another district and shall be utilized in computing severance pay when needed to comply with law. Only sick leave earned as a teacher of Union-Scioto Schools, or sick leave transferred into the school on or prior to August 22, 1989, shall be utilized to compute severance pay that exceeds that provided by law.

6.03 Accumulation

The maximum number of sick leave days accumulated shall be unlimited.

6.04 Approved Use of Sick Leave Days

Teachers, upon approval of the responsible administrative officer of the school district, may use sick leave days for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, or injury in the teacher's immediate family. "Immediate Family" for the purpose of this policy shall include spouse, children, father, mother, brother, sister, grandparents, and grandchildren. (Refer to Appendix A for sick leave form.)

Teachers, upon approval of the responsible administrative officer of the school district, may also use sick leave for pregnancy in an amount up to six (6) consecutive weeks for pregnancy, unless certified by the teacher's treating physician that additional sick leave days in excess of six (6) consecutive weeks is medically necessary. In that event, the treating physician shall certify the additional sick leave days that are medically necessary beyond the six (6) consecutive-week period.

Teachers, upon approval of the responsible administrative officer of the school district, may also use sick leave in an amount up to six (6) consecutive weeks for the adoption of a child.

Teachers, upon approval of the responsible administrative officer of the school district, may also use sick leave days for absence due to death of any of the following members of the teacher's family: spouse, children, father, mother, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent-in-law, daughter-in-law, son-in-law, aunt, and uncle.

6.05 Usage of sick leave can be in increments of $\frac{1}{4}$ day, $\frac{1}{2}$ day, and one whole day.

6.06 Substitute

For each instance in which this leave is used, the Board shall make every effort to provide a substitute in accordance with its policy.

6.07 Sick Leave Bank

Each teacher may contribute one day of his/her accumulated sick leave to the sick leave bank. Additional donations may be made by each teacher upon the agreement of the sick leave bank committee. Only contributors can draw from the bank.

Committee Composition

Three USEA members shall be chosen by the USEA by the 14th of September of each school year. Notice of the committee's composition shall be sent to the superintendent by September 14 of each school year.

Operation of the Bank

1. Establishment

- A. Each teacher may contribute one day of his/her accumulated sick leave to the sick leave bank during the enrollment period. The enrollment period will be from August 20 through September 14. New teachers will have two weeks to enroll. The donated day is not returnable.
- B. The USEA shall forward completed Appendix E forms no later than the end of the first business day after September 14 of any school year.
- C. On or before October 1, annually, the Board Treasurer shall provide a statement of current aggregate days in the sick leave bank to the sick leave bank committee.

- D. During the year, additional days may be donated by bank members upon the agreement of the sick leave bank committee.
- E. In the event of an emergency, a member who has exhausted his/her sick days may be granted no more than (3) three days from the sick bank without a request of the executive committee, provided that the member has donated days in the past. This provision shall only be used once each semester. Additional days must be requested and voted upon by the executive committee.

2. Operational Procedures

- A. Loans from the sick leave bank will be limited to those teachers who have contributed to the bank.
- B. A loan will be considered by the sick leave bank committee only after the teacher has used all of his/her accumulated sick leave days.

3. Loan and Payback Procedures

- A. The maximum number of days that a teacher may borrow is 10% of the total days in the bank at the end of the enrollment period. Additional days may be granted at the discretion of the sick leave bank committee.
- B. The teacher who borrows days will pay back the days at the rate of 50% of his/her annual accumulated sick leave at the end of the salary contract year, each year until the total number of days borrowed has been restored to the bank.

ARTICLE 7 PERSONAL LEAVE

7.01 Each teacher shall be granted with pay up to four (4) days of non-accumulative personal leave in any school year without the teacher being required to give reason(s) for such leave. Upon written request, the Superintendent may at his discretion grant additional days. Each request beyond these mentioned four (4) days will be considered on its own merits and will not necessarily establish a precedent.

7.02 The following provisions shall govern the requesting and granting of the personal leave by this article:

- A. Personal leave shall be granted by the Superintendent for court appearance as litigant or witness, death or illness (outside the sick leave policy), and personal business that cannot reasonably be conducted other than during the school day.

Restrictions to Use of Personal Leave:

Personal leave cannot be taken

- a. During the first five student days and/or the last five student days of the school year
- b. During parent/teacher conference days
- c. During professional development days
- d. To extend a holiday

Exceptions may be granted at the discretion of the superintendent for extenuating circumstances.

- B. The teacher requesting personal leave shall submit the prescribed form which is set forth in Appendix A to his/her building principal at least forty-eight (48) hours before the date of each personal leave. In case of an emergency, the teacher shall notify his/her principal of his/her absence as soon as possible and shall submit the prescribed form within two (2) days after returning from his/her personal leave.
- C. Other than signing the prescribed form, no reason need be given for personal leave. This, however, does not mean that this leave may be used for purposes other than those expressed in Article 7.02 (A). A teacher shall lose his/her pay for day(s) taken in violation of 7.02. For each such day, a teacher's pay shall be reduced 1/185th of his/her annual salary.

7.03 For each instance in which this leave is used, the Board shall make every effort to provide a qualified substitute teacher.

7.04 At the end of each school year, the teacher will have the option to convert unused personal days to sick leave or the Board shall pay each teacher \$100.00 per unused personal leave day, including half (1/2) days. The district shall be responsible for keeping the appropriate records necessary to implement this provision.

ARTICLE 8 PROFESSIONAL LEAVE

8.01 Each teacher shall be eligible for up to three (3) days of non-accumulative professional leave with pay per school year. This leave shall be granted for:

1. Visitation to schools in other districts.
2. Attendance at professional seminars and workshops.
3. Any other professional function, which will benefit education within the school district as approved by the Superintendent.

8.02 Requests for professional leave shall be made at least two (2) weeks prior to the date of intended leave, whenever possible. These requests shall be made on application forms available in the buildings.

8.03 For each instance in which this leave is used in accordance with the provisions of 8.01 the Board shall make every effort to provide a qualified substitute teacher.

8.04 Leave days taken by a teacher at the request of any district official shall not be counted as part of the three (3) days of professional leave as defined herein.

8.05 At his/her discretion, the Superintendent may approve additional leave.

8.06 Written summary of the professional development must be provided to the building principal within five (5) working days after attending the professional development using the form in Appendix C.

ARTICLE 8
PROFESSIONAL LEAVE COURT APPEARANCE

- 8.07 *Professional Court Appearance Leave* - shall be granted by the Superintendent for court appearances or meetings with law enforcement officials that are required as a part of his/her professional duties. Such leave shall not be counted against the staff member's sick or personal leave. Further, such leave shall not be granted for jury duty.

ARTICLE 9
MATERNITY/ADOPTION LEAVE

9.01 Leave Rights

Any teacher with the Union-Scioto District who is expecting a child or who is adopting a child shall be granted a leave of absence without pay upon application. Such leave shall be no longer than one academic school year.

9.02 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 should be as early as possible.

9.03 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 either the same position or a similar position consistent with certification.

ARTICLE 10
ASSOCIATION LEAVE

- 10.01 The Superintendent shall grant a total of up to twelve (12) days leave (in the aggregate) with pay per school year to one or more members of the Association, selected by the Association, to attend any meetings or conferences of Association affiliates.
- 10.02 This leave shall be granted upon written request from the Association President. The leave request must be submitted at least five (5) days in advance to the Office of the Superintendent and shall include the name(s) of the Association representatives, date(s) for which the leave is requested, and the place and function for which the leave shall be used.
- 10.03 At his discretion, the Superintendent may approve additional Association leave.

10.04 Substitute

For each instance in which this leave is used, the Board shall make every effort to provide a qualified substitute.

- 10.05 Five (5) additional days shall be granted for leave necessitated by the election of a teacher(s) to a district, state, or national office, and shall not be available for use by any other teacher(s); however, teachers who are district, state, or national office holders shall be eligible for days (as provided in Section 10.01) in addition to these five (5) days.

ARTICLE 11 SABBATICAL LEAVE

- 11.01 The Board hereby provides sabbatical leave to the provisions herein stated and in keeping with the provisions of the Ohio Revised Code 3319.131.

- 11.02 A teacher upon written request to the Board may be granted a leave of absence with part pay and full fringe benefits for up to one school year. The only grounds for refusal of a sabbatical shall be the filing of an insufficient plan of professional improvement. Denial of request will be accompanied by written reasons.

- 11.03 Such leave shall be according to the following provisions:

- A. A teacher shall have had five (5) years educational experience with Union-Scioto School District.
- B. A plan of professional improvement during the period the sabbatical leave is requested shall be filed with the Superintendent.
- C. The part of the salary shall be the difference between the teacher's regular salary and the cost of a substitute.
- D. No more than 5% of the teachers shall be granted sabbatical at one time.
- E. The Board shall arrange a substitute for teachers on sabbatical according to the Board policy governing substitute teachers.
- F. Additional sabbaticals shall be made available to teachers after completion of five (5) additional years teaching experience. No teacher shall be granted an additional sabbatical if there are other teachers who have filed request for such leave but have not yet been granted leave.
- G. Teachers returning from sabbatical shall be returned to the same assignment or equivalent position held prior to such leave.
- H. A year of sabbatical leave shall count as a year of credit for placement on the salary schedule.
- I. Teachers shall be required to do a presentation to the Board of Education within three school months of returning from sabbatical leave.
- J. Teachers are required to return to the district for two years following sabbatical leave.

ARTICLE 12
LEAVE OF ABSENCE, UNPAID

- 12.01 Upon the written request of a teacher, the Board shall grant a leave of absence for a period of not more than one (1) school year, for educational, professional, or other purposes. Other purposes for use of unpaid leave shall be determined at the discretion of the Superintendent, who shall base his/her decision on educational and professional benefits to the school district and to the teacher requesting such leave. The beginning and termination of such leave shall be scheduled at either the beginning or end of a school year, or at the beginning or end of a semester. Such leave may be renewed upon written request of the teacher.
- 12.02 The Board shall grant unpaid leave not to exceed (2) years to any teacher whose illness or other disability is the reason for such request.
- 12.03 Upon return from such leave, a teacher shall be given a teaching assignment consistent with his/her area of certification.
- 12.04 Transfer of sick leave from the county to the Union- Scioto School District shall be governed by law. Such transferred sick leave shall be counted toward severance pay accumulations, notwithstanding Article 6.02 restrictions.
- 12.05 If the unpaid leave of absence request is for a purpose that comes under the Family and Medical Leave Act of 1993 (i.e. (1) Birth and first year care of child; (2) adoption or foster placement of a child; (3) serious illness of the teacher's spouse, parent or child; (4) the teacher's own serious illness), then the teacher may request leave under this Article 12 or instead as Family/Medical Leave, then the teacher's rights and eligibility and the Board's duties and rights shall be based on the Family and Medical Leave Act of 1993 only. If a teacher exhausts Family and Medical Leave and the teacher's own illness or injury requires further absences, he or she may request unpaid leave under this Article 12.

ARTICLE 13
MILITARY LEAVE

- 13.01 The USEA and Board of Education will follow the procedure of the law as stated in ORC 3319.12/ORC5923.05.
- 13.02 In addition to the stated law, bargaining unit members will have the option to retain medical benefits up to one year if such member is on the family medical plan.

ARTICLE 14
ASSAULT LEAVE

Assault leave at no loss of pay will be available to all bargaining unit members subject to the following provisions.

14.01 The bargaining unit member must be unable to physically perform his/her contracted duties because of a physical injury caused by a physical attack on said individual while he/she was performing his/her contracted duties with the Board.

14.02 A request for assault leave shall be made on the appropriate form (See Appendix F) which shall include the following information:

- A. The nature of the injury
- B. The date, time, and place of occurrence
- C. Identification of the individual or individual's causing the assault (if known)
- D. Facts and circumstances surrounding the assault
- E. A certificate from a licensed physician describing the nature of the physical disability and its probable duration.

14.03 The form shall be returned to the Superintendent within two working days after alleged occurrence or if person is physically unable as soon after the occurrence as possible.

14.04 The bargaining unit member, if requested, shall consent to an examination by a mutually agreed upon physician at a reasonable time and place.

14.05 The Board shall grant member's request for assault leave upon receiving the incident form and the physician's certification of the need for such assault leave.

14.06 The bargaining unit member shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the bargaining unit member and /or Board.

14.07 Assault leave will be limited to a maximum of sixty (60) working days per school year not chargeable to sick leave or personal leave, and shall be non-accumulative from year to year.

14.08 If upon the exhaustion of the allowed assault leave days, the individual is unable to perform his/her contracted duties, he/she may apply for sick leave, workman's compensation (if eligible), an unpaid leave of absence, or disability retirement. Should the individual qualify for worker's compensation, he/she shall receive the difference in pay between his/her regular rate of pay and worker's compensation benefits until such time as the benefit terminates.

ARTICLE 15
VACANCIES

- 15.01 A vacancy is an opening in a certificated position by death, resignation, retirement, non-renewal, termination, or the creation of a new position. A position opened because of a transfer to fill a vacancy shall all be posted in accordance with this Article. During the school year, "transfer," means the movement of a teacher from one classroom building to another or a change in grade assignment.
- 15.02 When a vacancy occurs which must be filled during the school year, a notice of that vacancy shall be conspicuously posted in each faculty lounge and each administrative office throughout the school district for at least five (5) work days. Notice of that vacancy will also be posted on the district's website during the required posting period.
- 15.03 No vacancy shall be filled, except through substitute teachers, prior to it having been posted for five (5) days.
- 15.04 Any teacher on an approved long term paid or unpaid leave of absence, which shall be defined as lasting a month or longer, shall be notified by mail of vacancies. Such notices shall be mailed to teachers on leave no later than the first date such posting was made.
- 15.05 Each notice of vacancy shall include the general responsibilities and the certification/licensure requirements of the job.
- 15.06 Applications for vacancies will be accepted from within and outside the school district. Candidates shall be chosen on the basis of experience, meritorious performance, and potential for leadership. Where candidates are equally well qualified, the vacancy shall be given to the teacher currently employed by the Board of Education.
- 15.07 A vacancy created by resignation, retirement, non-renewal, or termination shall be deemed to exist upon the Board action of acceptance of resignation, retirement or board action on non-renewal or termination. A vacancy created by transfer shall be deemed to exist following the Superintendent's action of written request.
- 15.08 Annually in May, the Superintendent will distribute to all certified staff a form on which the staff member can express his/her interest about changing to another teaching position for which he/she has licensure/certification. (See Appendix G). The Superintendent will share this form with the building principals. The forms must be submitted to the Superintendent by the last day of the school year. Whenever a position becomes available during the summer months, all interested bargaining unit members will be notified based on their preferences as indicated on this form.

ARTICLE 16
RESIDENCY

- 16.01 No teacher shall be required to reside within the geographic boundaries of the Union-Scioto School District.

ARTICLE 17
TRANSFER AND ASSIGNMENT

- 17.01 Any teacher whose teaching and/or building assignment for the next school year is changed shall be notified of the change in writing. Unless such notification is offered on or before August 1st preceding the school year when the change will become effective, a teacher's teaching and/or building assignment shall not be changed by the Board or administration without the teacher's consent except in an emergency such as death, changes in class enrollments or teaching vacancies occurring after August 1st.
- 17.02 "Teaching assignment change" shall be defined as a change in grade level or course taught by a teacher. "Course" shall be defined as any student curriculum choice designated by a specific title in the handbook used by students to choose courses.
- 17.03 It is the teacher's obligation to maintain teacher certification(s) necessary to continue the teaching assignment(s).

ARTICLE 18
REPRIMAND OR DISCIPLINE

- 18.01 The complete record of written evaluations of a teacher shall be maintained prior to any reprimand or discipline of that teacher.
- 18.02 Reprimand or discipline of a teacher by an administrator shall be, upon the request of the teacher, in the presence of an Association representative.
- 18.03 Termination of an employee shall be in accordance with 3319.16.

ARTICLE 19
CONTRACT PROCEDURES

- 19.01
- A. Non-renewal of a teacher's regular limited contract shall be due to a teacher's lack of ability or degree of professional competency as determined from formal evaluation except in the case of teacher cut-backs due to insufficient funds or to decreased student enrollment. Teacher cutbacks shall be made in accordance with the provisions of Article 41, Reduction-in-force.
 - B. Should Board action of non-renewal result in an arbitration, the arbitrator will consider the following questions, among other questions that may be appropriate:
 - 1. Did the district follow the Agreement in action of non-renewal?

2. Was the district contractually fair in its action of non-renewal?

C. Procedure

1. The complete records of written evaluation of a teacher shall be maintained prior to any non-renewal of that teacher.
2. Prior warning or reprimand shall be made in writing to the teacher by the administration before a recommendation of non-renewal is made to the Board.
3. If the Board intends to consider the non-renewal of a teaching contract, it shall send written notice to the affected teacher stating its intent to consider non-renewal of his/her contract and reasons for such consideration no later than April 15 of any school year.
4. A teacher so notified shall have the opportunity to appear before the Board to respond to the reasons prior to official Board action.
5. Non-renewal of any teacher's regular limited contract shall take place no later than April 30th of the year in which it expires.

19.02 Contract Length

- A. A teacher who has taught in the school district for three years and who has had successful evaluations shall be issued a multi-year contract.
- B. Any limited contract issued after five years of service in the district shall be written for a period of no less than three (3) years.
- C. Any limited contract issued after ten years of service in the district shall be written for a period of no less than five (5) years.
- D. When a teacher becomes eligible for continuing contract, he/she shall notify the Superintendent in writing. Upon receipt of such written notification, the Superintendent shall meet with the teacher to check the records to determine the teacher's eligibility for a continuing contract. If eligible, and if the teacher has had successful evaluations, the Superintendent shall recommend and the Board shall enter into a continuing contract with the teacher at its next regular Board meeting regardless of the teacher's current limited contract status.
- E. Notwithstanding the above guidelines, a teacher employed on a one-year limited contract assigned to a federally funded program shall be issued one-year limited contracts until

eligible for a continuing contract. A teacher who has previously been issued a multi-year contract entered into after January 1975, and who is now or who will be assigned to a federally funded program, will be issued another multi-year limited contract for at least the same number of years as provided for in the earlier limited contract. In the event the federal program is discontinued, the affected teacher shall be assigned to a regular teaching position, provided, however, that such assignment is consistent with Article 15.05 of this Agreement.

19.03 Supplemental Contracts

- A. All supplemental contracts shall be in writing and specify the effective dates of the contracts, the amounts paid for the duties, and when those amounts are to be paid.
- B. Vacant supplemental positions shall be posted on faculty bulletin boards at least five (5) working days prior to any Board action filling those vacancies.
- C. Teachers interested in applying for vacancies shall do so in writing to the Superintendent.
- D. The Board may hire a current teacher who applies for a supplemental position prior to hiring a person who is not a current teacher, if such teacher, in the sole judgment of the Board, is qualified to fill such position.
- E. Supplemental contracts shall expire annually as a matter of law.

ARTICLE 20 PERSONNEL FILES

- 20.01 Teacher personnel files shall be maintained in the Central office and shall be open on a "need-to-know" basis to the Board of Education, Superintendent, other Central Office administrators and staff, and to other administrative personnel of the district. Portions of such files may also be open to the general public pursuant to state law.
- 20.02 Notification shall be promptly given to a teacher at any time access to his/her personnel file is requested by a member of the general public pursuant to state law, and prior to the date such access is made. Teachers shall be given the name and address of any member of the general public obtaining copies of any information contained in their personnel files and shall be furnished, at no expense, copies of the information made available to any member of the general public.
- 20.03 A teacher shall have the right to examine his/her personnel file. The teacher shall be entitled to have a representative of his/her choosing accompany him/her during such review. If the teacher desires copies of any information in his/her personnel file, such copies will be made at the teacher's expense.
- 20.04 Anonymous material or material from unidentified sources will not be placed in any teacher's personnel file. A teacher shall be notified before any derogatory or any non-routine third party materials are to be placed in the teacher's files.
- 20.05 Any teacher may object in writing to any information in his/her personnel file, which the teacher believes to be inaccurate, irrelevant, untimely, or incomplete. Such objections must be signed by the teacher and will become a part of the teacher's personnel file unless the Superintendent agrees to correct or remove the disputed information.

ARTICLE 21
PERFORMANCE EVALUATION PROGRAM

21.01 Purpose

The purpose of evaluation shall be as follows:

- A. To assist the member in evaluating himself/herself in achieving the Board-established job performance expectations in the areas of assigned responsibility.
- B. To provide evidence of a member's performance.
- C. To provide information for consideration of advancement or award of continued employment.
- D. To assist the member in improving instruction and effectiveness.
- E. To establish a mutual, positive, and continuous professional relationship between the appraisee and appraiser.

21.02 Evaluation Procedure

A. Frequency of Evaluations

- 1. All members of the bargaining unit whose contracts are due to expire at the end of the current contract year shall be evaluated a minimum of two (2) times during the year in which the contract is to expire or to renewed.
- 2. First and second year employees shall be evaluated a minimum of two (2) times each contract year. Teachers on a five-year contract will be evaluated the third and fifth year of their contract.
- 3. Teachers on a continuing contract will have a full performance review every three (3) years. All other members may be evaluated a minimum of one (1) time per year.
- 4. Any teacher may request an evaluation with the administration. The evaluation schedule shall be mutually agreed upon.

B. Observations and Evaluation Reports

- 1. Each evaluation shall be based upon at least two (2) observations of a minimum of thirty (30) minutes in length. Such observations shall not be held on the day before or after a scheduled vacation or the first day of return following an extended absence of a staff member. (Extended absence shall be defined as five (5) days or more.)
- 2. A written report of the results of each evaluation shall be given to the member at least the day preceding the scheduled conference to discuss the evaluation. A conference shall be scheduled at a mutually agreed upon time to discuss the evaluation but in no event shall said conference be held later than five (5) work

days following the last observation. If extenuating circumstances prohibit one of the parties to meet within the five (5) days, the conference shall be held no later than ten (10) days following the last observation.

3. The written evaluation, following a review by the member and the evaluator will be signed by each party. One (1) copy will be given to the member and one (1) copy will be placed in the member's personnel file. The member's signature signifies only that the member has reviewed the evaluation and does not necessarily imply agreement with the evaluation. The member shall have the right to attach comments relative to the evaluation within five (5) workdays following the conference.
- C. Members whose evaluations reflect a need to improve in one or more areas shall be expected to develop cooperatively with his/her evaluator a written positive program of improvement designed specifically to assist in the correction of professional difficulties or deficiencies identified in the evaluation process. If some areas are identified as "unsatisfactory" the evaluator shall address the following in writing:
1. What will be considered satisfactory improvement?
 2. A plan for assistance to be rendered by the evaluator
 3. A realistic schedule for progress
 4. The written evaluation reports shall include specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements.
- D. The judgment of the evaluator shall not be subject to the grievance procedure in the negotiated agreement. The parties expressly agree that the evaluation procedure may be grieved.
- E. The Board and the Association specifically agree that compliance with the evaluation procedure set forth in this negotiated agreement shall fully satisfy any and all requirements of law with respect to the adoption and implementation of evaluation procedures for members of the bargaining unit including but not limited to all of the requirements of Section 3319.111 ORC as amended by Amended Substitute HB330.

21.03 Evaluation Cycle

- A. All teachers new to the school district or on the last year of a limited contract must be evaluated by a full performance review.
- B. All teachers may be observed in their classrooms at least once per year unless they are under a full performance review. A full performance review requires two (2) classroom observations.
- C. Teachers up for a limited contract must have two (2) full performance evaluations during that school year, one during the first semester and one during the second semester, completed by April 1. Each full performance evaluation would require a minimum of two (2) classroom observations.
- D. Teachers eligible for a continuing contract may have one performance evaluation. Should the evaluation not take place within fifty (50) days of the eligibility notification, the teacher will automatically receive a continuing contract.

**ARTICLE 22
ASSOCIATION PRIVILEGE**

22.01 Representative Visitation

Representatives of the Association may transact official Association business on school property as long as they do not interfere with or interrupt any instructional programs. Association representatives must report to the building office before transacting such business.

22.02 Building and Equipment Use

- A. Subject to availability, the Association may use for Association business school buildings and equipment including computers, typewriters, copy machines, duplicating equipment, calculating machines, and audio visual equipment. Requests for use of the school buildings and equipment shall be directed to the appropriate building principal. Solicitation of political action committee funds shall take place in compliance with all state and federal regulations.
- B. The charges to the Association for the use of the school buildings and equipment shall be as follows:
 - 1. Cost of any special custodial services required as a result of Association use of school buildings and/or equipment;
 - 2. Cost of Board office supplies utilized by the Association;
 - 3. Cost of using copying and duplicating machines leased by the Board which cost shall be the prevailing rate.
- C. The Association shall not be charged for the use of the school buildings and equipment during and for the purpose of collective bargaining with the Board.

22.03 Bulletin Boards – Mail

A reasonable amount of bulletin board space shall be provided in each teacher's lounge on which space the Association shall have the privilege of posting notices of its activities and matters of Association concern. The Association shall also have the privilege of using teacher mailboxes and the internal mail system of the school for communications to the teachers.

22.04 Association Announcements at Building Meetings

A teacher representative of the Association shall be given time during any building meeting of the teaching staff to make routine Association announcements.

22.05 Communications with the Board

- A. The Association shall be supplied with an agenda of each Board meeting at the same time and by the same means as the agenda is supplied to Board members.

- B. A representative of the Association shall be permitted to address the Board relative to any item on the agenda during Board meetings.

22.06 The Treasurer of the school district within a reasonable length of time, will provide to the Association President public information requested.

22.07 USEA Secured Space

The Board shall provide a secured space for storage of USEA file cabinets and operating materials. Effort shall be made to offer the USEA records similar protection as is provided to other secured school records. USEA space shall be reasonable in size. USEA cabinets can be locked and accessed only by teachers designated by USEA.

ARTICLE 23 MEETINGS

23.01 General Faculty Meeting

- A. The meetings shall be held during the school year. The meetings shall be held only when the items to be discussed are relevant to the faculty as a whole and shall begin no later than ten (10) minutes after the last class dismissal time for Union-Scioto Schools.
- B. The meeting shall be called at least two (2) school days in advance and a flexible written agenda for such meetings shall be issued to each teacher at least one (1) day prior to each meeting.
- C. None of the foregoing restrictions apply in case of emergency. Any meeting of the entire faculty called to discuss an emergency situation shall be limited solely to a discussion of the emergency and shall not constitute one of the three (3) faculty meetings which may be held during the school year.

23.02 Building/Grade Level/Department Meetings

- A. Building/grade level/department faculty meetings called by the respective building principal shall be attended by all teachers within the particular building/grade level/department. A teacher will not be required to attend the meeting if excused by the building principal who called the meeting. There shall be no more than one building meeting and one grade level or department meeting per month during the school year.
- B. The meeting shall begin no later than ten (10) minutes after class dismissal time for students in that particular building and shall conclude within forty (40) minutes. A meeting shall be called at least two (2) days in advance and a written agenda for the meeting shall be issued to each teacher no later than the beginning of the meeting. The meeting shall not be limited strictly to the items on the agenda.
- C. None of the foregoing restrictions on building meetings apply in case of emergency. Any building meeting called to discuss an emergency situation shall be limited solely to a discussion of the emergency.

**ARTICLE 24
COMMUNICATIONS**

24.01 At the request of either the Association or the Administration, a committee of the Association and the Administration shall meet once a month to discuss school matters. The purpose of this meeting shall be to establish an open-door policy and direct line of communication between parties.

24.02 Head Teacher

At the option of the district, a teacher may be identified as "Head Teacher" in those buildings where there is no assistant principal or other administrator to act in the temporary absence of the principal. A head teacher shall be expected to assume administrative duties in the temporary absence of the principal. A head teacher shall be formally contracted. Such contract shall:

- A. Be a supplemental contract.
- B. Provide for release time from class work and/or duties, with a substitute being hired, for any but short term, emergency duties.
- C. Provide for a responsibility stipend equal to 3%.

24.03 Chain of Command

By September 15 of each school year, each building staff and administration will collaboratively decide what procedure will be used to inform staff of who is in charge. Staff will then be notified as to the administrative chain of command. The administrative designee, as well as the building secretary, will always be informed as to who is in charge.

**ARTICLE 25
NOTIFICATION OF NOT REPORTING FOR DUTY**

25.01 Any teacher not reporting for duty shall notify his/her building principal or designee at the earliest possible time.

**ARTICLE 26
INVENTORY**

26.01 At the end of the school year, each teacher shall give to the principal a copy of an inventory of Board owned supplies, equipment, teaching aides and textbooks supplied to that teacher for the year.

ARTICLE 27
PREPARATION OF LESSON PLANS

27.01 Each teacher shall prepare lesson plans, which shall be available to the building principal upon request.

27.02 In the event of a teacher's absence, he/she will have lesson plans available for a substitute teacher. Such lesson plans shall be prepared in sufficient detail to permit appropriate instruction of the subject matter. Such lesson plans shall be available to the building principal upon his/her request.

*This provision shall be waived, except at the option of the teacher, for any absence lasting longer than three continuous days.

27.03 All teachers shall provide an emergency lesson plan for a substitute to cover an emergency situation when communication with the absent teacher is impractical.

27.04 If deemed appropriate by the building principal lesson plans shall include reference to curriculum, content standards or indicators, and other appropriate school related documents. But teachers shall not be required to reproduce those documents or the contents thereof in the lesson plans.

27.05 Release time may be provided for bargaining unit members for IEP, 504, team, or any other such meetings, if deemed necessary and appropriate by the Superintendent. In the event release time is granted, substitute(s) will be provided by the Board.

ARTICLE 28
EXTENDED SERVICE

28.01 Extended service may be offered to teachers at the discretion of the administration. No teacher can be required to accept an extended service assignment. Compensation for extended service shall be on a pro-rata basis calculated on the individual teacher's salary. An extended service day shall be defined as 7 hours and 15 minutes. On their own initiative, teachers may accept extended service work at other than pro-rated salary and/or in different working hours.

28.02 Areas of extended service may include, but not be limited to:

- A. Summer curricular projects and/or changes
- B. In-service planning/Professional Development
- C. Preparation in new subject areas or grade levels

28.03 Extended service as listed below shall not be affected by section 28.01 or 28.02:

High School Librarian, 9 Days
High School Guidance, 19 days
Elementary Guidance, 14 days
Junior High Guidance, 19 days

**ARTICLE 29
PLANNING AND PREPARATION TIME**

- 29.01 For the purpose of this article the following definitions shall be in effect:
- A. A school day shall consist of seven (7) hours and fifteen (15) minutes inclusive of a thirty (30) minute for lunch.
 - B. A school week shall consist of five (5) consecutive school days.
 - C. "Duty" shall be defined as a directed, non-instructional assignment of student supervision outside of an assigned class period.
- 29.02 Each teacher shall be allotted an average of forty (40) minutes per day of which thirty (30) are consecutive minutes or two hundred (200) minutes per week for planning and preparation.
- 29.03 Planning and preparation periods for all teachers of a department/grade levels shall be scheduled concurrently during the school day whenever possible in order to promote collaborative planning.
- 29.04 The provision of planning and preparation time shall not increase the scheduled seven hour and fifteen minute school day.
- 29.05
- A. The Board recognizes that, upon occasion, a teacher may be required to waive his/her planning/counseling periods to assume the responsibility of teaching or supervising students in lieu of a substitute teacher, including adding another teacher's class to his/her own class, or monitoring a test.
 - B. Such service shall be required by the principal or his assistant after reasonable efforts have been made to obtain a substitute. Such requested assistance should be made on a rotating basis throughout the staff, related to availability.
 - C. The rate of pay for internal substitutes shall be \$16.00 per class period or equivalent.
 - D. It shall be the responsibility of the teacher to report such service for payment on the proper form to the Board offices by the first of the month following said service.
 - E. Planning time shall be reimbursed when internal substitution causes planning minutes to fall below those guaranteed in section 29.02
- 29.06 Monitors: Any teacher's assigned duties shall not exceed thirty (30) minutes per day or ninety (90) minutes per week.

**ARTICLE 30
LUNCH PERIOD**

- 30.01 Each teacher shall be given a duty free and unrestricted lunch period of not less than thirty (30) minutes, provided however, that any teacher who leaves the building grounds during this time must inform his/her building office prior to leaving.

**ARTICLE 31
PAYROLL PRACTICES**

- 31.01 If requested, payroll deductions will be made for monthly payments of professional dues. Any teacher who wants such a deduction and who is employed at the beginning of the school year must submit a request for professional dues payroll deductions on or before the end of the first full week of school. The professional dues shall be deducted in 26 equal amounts beginning with the first pay period in September, except for teachers retiring that school year opting for a pay out. Remaining dues will be deducted from the pay out of retiring teachers who opt for such a pay out. Forms for requests of deductions shall be provided by the Association.

I. RIGHT TO FAIR SHARE FEE

A. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of teachers who elect not to become or to remain members of the (USEA), 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.

B. Notification of the Amount of Fair Share Fee

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

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payers Payroll deduction 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 teachers employed after October 31 until the second paycheck, which period shall be the required probationary period of newly-employed teachers.
2. Upon termination of membership during the membership year, 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 and association dues deduction 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.

3. Upon separation or going on leave from the school district the balance of such fees will be deducted from the last pay period of employment.

II. TRANSMITTAL OF DEDUCTIONS

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

III. PROCEDURE FOR REBATE

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each teacher 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 Constitution of the United States and the State of Ohio.

IV. ENTITLEMENT TO REBATE

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.

V. INDEMNIFICATION OF EMPLOYER

The Association on behalf of itself and the OEA and NEA agree to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- B. The Association shall reserve the right to designate counsel to represent and defend the employer;
- C. The Board agrees (1) to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) to permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) not to oppose the Association or its affiliates, application to file briefs amicus curiae in the action;
- D. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

31.02 If requested, payroll deductions will also be made for monthly payments to annuities programs and credit unions. Teachers who want these deductions must submit requests ten (10) business days prior to the pay period in which the deductions begin.

31.03 STRS Pickup

Consistent with the provisions of internal Revenue Service Rulings 77-462, 81-35, and 81-36, effective August 1, 1984, the Board shall pick up each teacher's mandatory contributions to the State Retirement System of Ohio (STRS), provided that no teacher's total salary is increased by such pick up nor if the Board's total contribution to STRS increased thereby. The dollar amount to be picked up by the Board:

- A. Shall equal the then-current percentage amount of the teacher's mandatory STRS contribution;
- B. Shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
- C. Shall be included in computing final average salary;
- D. Shall not be reported by the Board as subject to current federal and state income taxes;
- E. Shall be reported by the Board as subject to city income taxes;
- F. Shall not affect the calculation of a teacher's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting teacher-authorized credit information to financial institutions.

31.04

- A. Teachers shall be paid in 26 equal installments, on every other Thursday, beginning with the first pay period of the school year. All members will be direct deposit.
- B. W-2 forms shall be sent to teachers no later than the second January paycheck.
- C. For calculation of hours necessary to pay teachers on any Masters Plus column of the salary schedule, the Board shall count both accumulated Graduate and Undergraduate hours.

Note: The certified union has agreed to convert to a 24 pay/year cycle pending agreement with the classified union.

31.05 Flexible Compensation and Deferred Compensation

- A. At the option of the teacher and the districts salary can be compensated through a flexible compensation (Section 125) and a deferred compensation (Section 457) plan.
- B. The Board shall offer a Flexible Spending Arrangement as part of the District's Section 125 plan) to be fully funded by the employee. The Board will incur the expenses of the Third Party Administration of the account.

ARTICLE 32
SALARY INDEX AND BENEFITS

32.01 Salary Schedule

- A. Salary schedules computed on the index set forth below, for each year of this agreement are attached as Appendices H, I, and J. For the 2011-2012 school year, the base salary shall be increased by one percent (1%). For the 2012-2013 school year, the base salary shall be increased by one percent (1%). For the 2013-2014 school year, the base salary shall be increased by one percent (1%).
- B. Salary will be divided equally among twenty-six (26) pay periods. A bargaining unit member may opt to have pay direct deposited in accounts of different institutions of his/her choice.
- C. The salary index shall be as follows:

<u>EXP.</u>	<u>BA DEGREE INDEX \$</u>	<u>150 HOURS INDEX \$</u>	<u>MA DEGREE INDEX \$</u>	<u>MA+15 INDEX \$</u>
0	1.000	1.040	1.100	1.120
1	1.045	1.091	1.155	1.180
2	1.090	1.142	1.210	1.240
3	1.135	1.193	1.265	1.300
4	1.180	1.244	1.320	1.360
5	1.225	1.295	1.375	1.420
6	1.270	1.346	1.430	1.480
7	1.315	1.397	1.485	1.540
8	1.360	1.448	1.540	1.600
9	1.405	1.499	1.595	1.660
10	1.450	1.550	1.650	1.720
11	1.459	1.601	1.705	1.780
12	1.540	1.652	1.760	1.840
13	1.585	1.703	1.815	1.900
14	1.630	1.754	1.870	1.960
15	1.675	1.805	1.935	2.020
20	1.720	1.856	2.000	2.080
25	1.765	1.907	2.065	2.140

- CONDITIONS:
- (1) 150 semester hours or other hours prorated to semester hours
 - (2) 15 semester hours or other hours prorated to semester hours, earned after the chronological date on which the master's degree was granted

32.02 Fringe Benefits

A. Medical Insurance

1. The Board shall pay 90 percent of the cost of a single or family coverage of the Medical Mutual of Ohio SuperMed Plus Preferred Provider Organization (PPO) plan or similar plan with equal or greater benefits to those which are delineated within this contract, through August 31, of the final year of the effective duration of this agreement. Teachers who participate in the district's medical plan shall pay 10 percent of the cost for a single or family plan by payroll deduction.
2. For the 2011-2012 school year the certified staff shall receive a premium reduction equivalent to a three month premium holiday. For the 2012-2013 school year the certified staff shall receive a premium reduction equivalent to a three month premium holiday.

The benefits are as follows:

MEDICAL MUTUAL	UNION-SCIOTO SCHOOL EMPLOYEES INSURANCE CONSORTIUM 3C Benefits SuperMed Plus	SUPERMED PLUS
BENEFITS		NETWORK
		NON-NETWORK
Benefit Period	January 1st through December 31st	
Dependent Age Limit	23; Removal upon End of Calendar Year	
Pre-Existing Condition Waiting Period	None	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$150/\$300	\$300 / \$600
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$300/\$500	\$800/\$1,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	70% after deductible
Urgent Care Facility Services ²	\$15 copay, then 100%	70% after deductible
All Immunizations	100%	70% after deductible
Preventative Services		
Routine Physical Exam (For ages nine and older) ²	\$15 copay, then 100%	70% after deductible
Well Child Care Services including Exam and Immunizations (To age nine, unlimited) ²	\$15 copay, then 100%	70% after deductible

Well Child Care Laboratory Tests (To age nine)	100%	70% after deductible
Routine Mammogram (Limited to one per benefit period)	100%	70% after deductible
Routine Pap Test	100%	70% after deductible
Routine Lab, X-Ray and Medical Testing (Ages 9 and older)	100%	70% after deductible
Routine Endoscopic Services (Ages 9 and older)	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical/Occupational - Facility and Professional (60 combined visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (30 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room³	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room^{3,4}	\$75 copay, then 100%	\$75 copay, then 70%

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
Additional Services		
TMJ Services (\$1,000 Lifetime Maximum Benefit)	90% after deductible	70% after deductible

Contraceptive Devices	90% after deductible	70% after deductible
Injectable Contraceptives and the Administration	90% after deductible	70% after deductible
Diabetic Education & Training Services	90% after deductible	70% after deductible
Jobst/Elastic Stockings (Limited to 4 pairs per benefit period)	90% after deductible	70% after deductible
Attention Deficit Disorder & Hyperkinetic Syndrome	90% after deductible	70% after deductible
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	90% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare (120 days per benefit period)	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Mental Health and Substance Abuse		

Inpatient Mental Health and Substance Abuse Services (60 days per benefit period)	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services (50 visits per benefit period)	\$15 copay then 100%	70% after deductibles

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pocket limits.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures. This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services. In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3 month carry over.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted.

⁴The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

Not applied to Coinsurance Out-of-Pocket Maximum

**Union-School Employees
Insurance Consortium
3C Benefits
Prescription Drug Program**

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	23; Removal upon End of Calendar Year	
Retail Program with Oral Contraceptive Coverage & Diabetic Supplies¹		
Generic Copayment	\$10	31
Formulary Brand Copayment	\$15	31
Non Formulary Brand Copayment	\$20	31
Mail Order Program with Oral Contraceptive Coverage & Diabetic Supplies¹		
Generic Copayment	\$20	90
Formulary Brand Copayment	\$30	90
Non Formulary Brand Copayment	\$40	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a preferred feature is included in your prescription drug benefit. A

preferred drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Merck-Medco Managed Care, L.L.C. Preferred drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

The following medications will be excluded under the policy: Fertility medications, Growth Hormones, Contraceptive Devices & Implants and Dental Fluoride Applications.

Diabetic Supplies include over-the-counter items, as well as insulin, syringes and needles, glucose monitors, meters or glucometer.

2. Stipend for Non-Coverage

Teachers who are eligible for Board paid medical insurance and who do not elect to take such coverage shall be paid an incentive stipend for each year of non-coverage. Such stipend shall be in accordance with the following provisions:

- a. To receive a stipend a teacher shall complete a year of non-coverage without electing to take Board paid medical insurance.
- b. A year shall be any 12-month period of non-elected coverage.
- c. Each teacher shall be given the option to either (1) elect medical coverage, or (2) elect the stipend for non-coverage. The open enrollment period is August 1 through August 31 of each year when a teacher may make a status change in the election of non-coverage or insurance.
- d. If a teacher elects the stipend, and subsequently decides for any reason to re-enroll in the medical insurance provision of the Agreement within a 12-month period, he/she shall be permitted to do so, but shall forfeit any rights to any amount of insurance stipend guaranteed under this agreement.
- e. A teacher enrolling in the medical insurance after a period of non-coverage shall not be excluded from any coverage, benefit, or service guaranteed to all other covered individuals because of such re-enrollment, and shall not be subject to any exclusions, based on conditions that existed prior to enrollment. No proof of insurability shall be required for re-enrollment.
- f. Stipends shall be as follows:

A teacher who is eligible for family coverage, who elects no coverage, shall be paid a stipend of \$1250.00 per 12-month period.

- g. Payment of such stipend shall be made to each eligible teacher no later than thirty (30) days following the teacher's 12 month election of non-coverage.

B. Dental Insurance

The Board shall provide 100% paid dental insurance, either family or single, at the option of the teacher. The enrollment period is August 1 through August 31 of each year. The plan shall provide equal or greater benefits to those specified in the Professional Risk Management Health Benefits Plan for the employees of Union Scioto Local Schools, revised July 1, 2000.

C. Vision Insurance

The Board shall provide 50% paid vision insurance, either family or single, at the option of the teacher. The open enrollment period is August 1 through August 31 of each year.

Plan benefits are as follows:

- A comprehensive vision examination once every twelve months with no co-pay / deductible;
- Lenses, when corrective eyewear is needed (includes single bifocal, trifocal, or lenticular lenses) once every twelve months with no co-pay / deductible;
- An allowance of \$75 toward the retail cost of a set of frames once every twelve months;
- An allowance of \$100 for examination, fitting, and purchase of cosmetic contact lenses (in lieu of all other benefits) once every twelve months with no co-pay / deductible;
- Markup limits on frames and commonly selected lens extras.

D. Insurance Carriers

All insurance specifications shall be listed in the Master Agreement.

32.03 Tuition Reimbursement

1. The board shall reimburse teachers for eighty percent (80) of actual tuition (i.e. cost per credit hours only) for the teacher to attend an accredited institution.
2. In order to be eligible to receive tuition reimbursement, the following criteria must be met:
 - a. The Superintendent must approve courses in advance.
 - b. Courses shall be in a field of study related to teaching or administration of schools and shall be graduate level courses or CEUs.
 - c. Payments will be made in September and March of each year after the Treasurer is provided an official transcript with the course grades and documentation of payment. Payment will only be made if the teacher is employed with the district at that time.
 - d. There shall be no limit to the yearly amount of reimbursement.

- e Courses needed to renew certificates/licenses that have lapsed do not qualify for tuition reimbursement.
3. No teacher shall qualify for more than \$12,000 in tuition reimbursement while in the employment of the district.

32.04 Extra-Curricular Positions

All extra-curricular positions, and indices as to responsibility levels and years of experience and actual dollar figures of salaries and stipends are as listed in Appendix 12. These positions may be filled at the option of the Board of Education by no teachers, one teacher or two teachers. Should the Board decide to hire two teachers for the positions of Class Sponsor (11-12), Student Council (Sr. High), or Prom, each shall be paid the amount prescribed by the contract. All extra-curricular positions will be terminated at the end of each school year, according to law.

The elementary principal shall submit the names of those teachers who will be paid for Conservation Camp. Those selected shall be the 6th grade classroom teachers plus (4) four additional teachers who are members of the camp executive committee. The principal will identify those selected no later than January 30 of a school year.

At the option of the district, a teacher may be identified as "Head Teacher" in those buildings where there is no assistant principal or other administrator to act in the temporary absence of the principal. A head teacher will be expected to assume minor administrative duties in the absence of the principal.

32.05 Life Insurance

The Board shall provide full paid group life insurance for each teacher as follows:

Effective September 1, 1998 \$25,000

32.06 Mileage Allowance

The Board shall pay, upon the approval of the Superintendent, a mileage allowance of thirty-one (31) cents per mile for travel to and from required or approved meetings. Such allowance will cover actual distance traveled to and from the meeting and will be paid only to those actually operating cars to and from the meeting. Mileage allowance will be paid upon appropriate invoicing.

Teachers who use their personal vehicles for required travel within the district, approved in advance by the Superintendent, shall be reimbursed at the rate of thirty-one (31) cents per mile, payable upon invoicing at the end of the school year.

ARTICLE 33
ADVANCED TRAINING SALARY ADJUSTMENTS

33.01 If a teacher earns additional credit hours during the school year which qualify him/her for a higher place on the salary schedule, that teacher shall be placed on the appropriate level of the salary schedule for the first pay period after the teacher has notified the County Superintendent of the additional credit hours earned. Notification shall consist of submitting to the County Superintendent a copy of the transcript which shows additional credits earned.

Bargaining unit members shall submit a copy of the documentation submitted to the County Superintendent to the District Superintendent.

Credit hours earned during the summer, that qualify the teacher for a higher place on the salary schedule shall result, after appropriate notification, in the teacher being placed in the appropriate salary position for the first pay period of the coming school year.

ARTICLE 34
SEVERANCE PAY

34.01 Any teacher who retires from teaching shall be entitled to severance pay benefit equal to the daily rate of the teacher's pay at the time of retirement, to a maximum of \$222.00 per day, multiplied by 50% of the teacher's accumulated and unused sick leave at the time of retirement to a maximum of 368 days (i.e. maximum of 184 days pay), except for those teachers who have accumulated and unused sick leave in excess of 368 days as of June 30, 1994. The maximum accrual of sick leave which will be convertible for those teachers will be as a severance pay benefit equal to their individual accumulated and unused days as of June 30, 1994.

If an eligible teacher, who has been in the employment of Union- Scioto Schools for ten years or more, dies prior to collection of severance pay as provided for herein, that teacher's designated beneficiary or estate shall be paid all allowable severance pay.

34.02 Conversion Plan

Each year every teacher represented by the bargaining unit shall have two opportunities to convert unused sick leave into pay. The decision to take early conversion shall be the sole decision of the teacher. The conversion plan shall be implemented as follows:

- A. Conversion payments shall be made on December 15 and June 15 of each year to covered teachers who have submitted a conversion request form not less than thirty (30) calendar days prior to the appropriate payment date.
- B. Teachers shall receive twenty percent (20%) payment for the number of sick days converted, not to exceed ten paid days per year.

- C. Teachers can request conversion of from five (5) to fifty (50) days in one year.
- D. Payment shall be based on the teacher's rate of pay at the time of the conversion payment.
- E. Payment under this provision shall eliminate from sick leave credit the number of days requested, not to exceed fifty (50) days in any one year.
- F. No teacher may be paid for any days which would deplete the teacher's credit to a level below 15 days.
- G. No more than ten (10) teachers may receive paid days from this section at any conversion opportunity. In the event of more than ten applicants for any one conversion opportunity, applicants shall be ranked in order of sick days accumulated and unused or non-converted at the application deadline of the conversion opportunity. The applicants having the highest total of unused or non-converted days shall receive the conversion opportunity.

34.03 403(b) Plan

By January 30th of each year of this contract the Association and Board will meet to bargain a memorandum of agreement to institute a 403(b) plan for retiring bargaining unit members for the current school year if retiring bargaining unit members desire such a plan. Any bargaining unit member who is contemplating retirement should notify the school treasurer in writing by January 30.

ARTICLE 35
DEPARTMENT/GRADE LEVEL COORDINATORS

35.01 The administration shall appoint Department/Grade Level Coordinators as follows:

At the elementary level - one per grade level, including kindergarten, plus one at each building for special education and special subjects (art, music and physical education).

At the Junior/Senior high level coordinators six department (for both buildings).

Along with other considerations, Department/Grade Level Coordinators shall be chosen on the basis of meritorious performance and potential for leadership. Where teachers are equally well qualified, the teacher with the greatest seniority in a given Department/Grade Level shall be chosen. They shall be responsible to the Administration and the teachers of their respective departments/grade levels for assistance, information, opinions, materials and resources.

35.02 Subject to scheduling limitations, every effort shall be made to grant Department/Grade Level Coordinators one extra planning period per day.

35.03 A teacher may decline to accept appointment as a Department/Grade Level Coordinator. Vacancies shall be filled in accordance with Section 35.01.

**ARTICLE 36
AGREEMENT IN WRITING**

- 36.01 Upon completion of this Agreement, it shall be printed and distributed by the Board to all teachers. Extra copies shall be made available to each party. Costs for such printing shall be split equally.

**ARTICLE 37
BOARD POLICY**

- 37.01 Board policies can be found on the internet at www.neola.com/unionscioto-oh which is available to all teachers.

**ARTICLE 38
SCHOOL YEAR**

- 38.01 The school calendar, beginning with the 2000-2001 school year shall be increased to 185 days, with the additional day utilized for staff development and preparation for the new school year.

**ARTICLE 39
HOURLY TEACHERS, TUTORS, HOME INSTRUCTION**

- 39.01 Except as provided for herein hourly teachers who teach a minimum of five (5) hours per day for the entire school year shall be provided all benefits granted to other teachers.
- 39.02 Salary for hourly teachers shall be as follows: the rate shall reflect the current hourly rate based on BA "O" figure in effect.
- 39.03 Any hourly teacher working fewer than five (5) hours per day for the entire school year shall be eligible for all group insurances, except that the Board shall be required to contribute insurance premiums pro-rated in accordance with how many hours per day the teacher works.
- 39.04 Tutoring and home instruction opportunities outside the school day shall be offered to a student's teacher then shall be offered internally to teachers who have indicated to the Superintendent that they are interested before being offered externally.
- 39.05 Tutoring and home instruction will be paid at \$20.00 per hour. Tutoring and home instruction will not be paid mileage or planning time.

ARTICLE 40
EMPLOYMENT OF RETIRED TEACHERS

40.01 Salary

- A. The initial placement on the teacher's salary schedule of a retired teacher who the Board chooses to employ shall be at Step 0 plus full education credit and may progress up to ten (10) years on the salary schedule.

40.02 Contract of Employment

- A. Retired teachers who are employed by the Board shall receive one-year limited contracts of employment. Such contracts shall automatically terminate at the end of each school year without further action, notice or procedure by the school district. Continued employment from contract to contract will be solely at the discretion of the Board. The retired teacher shall be ineligible for a continuing contract of employment, regardless of years of service with the district.
- B. Retired teachers do not have rights to bump, displace, or right of recall in event of a RIF.
- C. Retired teachers do not have rights to seniority.
- D. An administrator will evaluate the retired teacher annually.

40.03 Supplemental Contracts

- A. Retired teachers are eligible to apply for supplemental contracts but will be placed at zero (0) on the supplemental scale and may progress up to ten (10) years.

40.04 Leaves of Absence

- A. Retired teachers shall receive sick leave (starting at zero (0) and personal leave in accordance to this agreement.
- B. Sick leave is not accumulative from year to year.

40.05 Benefits

- A. Retired teachers will not be eligible for any school paid insurance benefits unless paid 100% by the employee.
- B. Retired teachers are not eligible for severance pay.

40.06 Policy and terms of this article are not grievable.

ARTICLE 41
REDUCTION IN FORCE

- 41.01 Reduction in force (RIF) may be necessary because of decreased enrollment of pupils, lack of funds, return to duty of regular teachers after leaves of absence, suspension of schools or territorial changes affecting the district.
- 41.02 Where known and where possible, the number of teachers affected by a RIF will be kept to a minimum insofar as is practicable by not replacing teachers who retire or resign or whose limited contracts are not renewed.
- 41.03 When the Board of Education determines a RIF is necessary, reductions may be achieved by suspending contracts in accordance with this Agreement. In suspending contracts within the areas of certification or specialties affected, preference shall be given to teachers on continuing contracts and to teachers with greater seniority. The Superintendent shall determine the specific areas of certification and the specialties, as well as the specific positions and/or work locations to be affected by the reduction in force.
- 41.04 Seniority shall be determined in accordance with Article 42 (Seniority).
- 41.05 Teachers selected for suspension of contract shall immediately be placed on a RIF list. A teacher whose name appears on a RIF list shall be restored (recalled) to service status if and when a position-becomes available for which he or she is certified. Notice of recall shall be given by telephone, telegram or registered mail to the last telephone number or last address given by the teacher to the Board. It shall be the responsibility of the teacher to keep the Board advised in writing of a telephone number and mailing address at which he/she can be reached. The rights herein granted to a teacher shall be forfeited by the teacher should he or she: (1) waive his/her recall rights in writing; (2) resign; (3) fail to accept recall as provided for herein; or (4) fail to report to work in a position that he/she accepted within five (5) school days after receipt of the notice of recall.
- 41.06 Nothing contained herein shall abridge the Board's right to non-renew a limited contract teacher in accordance with the Agreement.
- 41.07 Any teacher to be suspended in accordance with this article shall be notified not later than forty-five (45) days prior to Board action of said suspension. Any affected teacher whose certification at that time or by the first day of the ensuing school year would permit him/her to displace (bump) a teacher with less seniority must notify the Superintendent as soon as possible and not later than fifteen (15) days following written notice of the displacement. The displaced teacher has the same right to displace a lower seniority teacher within fifteen (15) days following written notice of displacement.
- 41.08 The Association president shall be furnished with an up-to-date seniority list by area of certification no later than forty-five (45) days prior to any Board implementation of contract suspension/non-renewal under this contract.

ARTICLE 42 SENIORITY

Unless specified otherwise in this Agreement, the contractual application of teacher seniority shall be determined as follows:

- 42.01, Seniority shall be determined by placing all teachers on seniority lists within their area or areas of certification, giving preference within each area of certification, first to teachers on continuing contracts, then to professionally or permanently certificated teachers on limited contracts and finally to limited contract teachers with temporary or one-year vocational certification. Such list will be provided to the Association president no later than October 1 of each school year. This will be corrected or updated as needed. If two (2) or more teachers on any seniority list have the same length of continuous service, seniority shall be determined by:
- A. The date of the Board meeting at which the teacher was hired; and then by
 - B. The date on which the teacher submitted a completed job application; and then by
 - C. Total teaching experience; and finally by
 - D. The Association and the Superintendent will mutually agree on a time and place so that affected bargaining unit members may draw numbers with the smallest number being most senior. Ex. 1, 2, 3.
- 42.02 Continuous service is service in a contractual position with Union-Scioto Schools that requires a teaching certificate (examples include teaching, tutoring, administrative or supervisory service).
- 42.03 Length of continuous service shall not be broken by authorized leaves of absence, but shall be broken by resignations, terminations or non-renewals, except that teachers whose contracts are non-renewed and then who are re-employed with no break in school year service shall not have their seniority interrupted by such non-renewal.
- 42.04 In circumstances in which teachers have moved from part to full or full to part time contracts, the principle of equal expansion or contraction of seniority claim shall be followed.
- 42.05 An expansion from part to full shall cause expansion to a full time claim to the extent of continuous service in either full or part time capacity.
- 42.06 A contraction for full to part shall cause contraction of a full time claim to the extent of continuous service in either full or part time capacity.

ARTICLE 43
ENTRY YEAR PROGRAM

- 43.01 The District shall be part of the Ross County Educational Service Center's mentoring program for entry year bargaining unit members that requires Pathwise/Ohio First Training. An entry year bargaining unit member shall be defined as a member with zero (0) years experience in their area of licensure/certification.
- 43.02 The maximum ratio for this program shall be one (1) entry year teacher to one (1) mentor.
- 43.03 The Board shall provide release days in accordance with the Ross County Educational Service Center's entry year program.
- 43.04 The communication between the mentor and the entry year teacher shall be considered confidential except as required by law. Mentors shall not participate in the evaluation of any bargaining unity member.
- 43.05 Mentors shall be paid in accordance with the Ross County Educational Service Center's entry year program or at least \$800.00.
- 43.06 If the Ross County Educational Service Center were to discontinue the entry year program the District will take responsibility to continue the program and the last rate of salary but not less than \$800.00.

ARTICLE 44
COMPLAINT PROCEDURES - TEACHERS

- 44.01 The following procedure shall be utilized should members of the community or other non-school personnel wish to submit complaints about any teacher:
- A. Except in those cases where the administrator receiving the complaint reasonably believes that it is inappropriate to do so, all parents registering a complaint regarding a teacher shall be directed (at the discretion of the principal) to discuss the matter directly with the teacher. A teacher shall be informed of any complaint directed at him/her as soon as possible after the complaint has been lodged. No action against a teacher shall be taken by the administration and/or Board without the teacher being informed of the source(s) of the complaint.
 - B. If requested by the complainant or the teacher, a meeting involving the teacher, and another teacher, if requested by the teacher against whom the complaint has been directed, the principal, and the complainant will be arranged as soon as practicable to resolve the problem.
 - C. If the complaint has not been satisfactorily resolved at the building principal's level, the complaint may be submitted to the Superintendent, who shall attempt to resolve it informally with the teacher, the principal, and a bargaining unit representative of the teacher's choice.

- D. If the complaint has not been satisfactorily resolved at the Superintendent's level, the complaint may be submitted to the Board of Education with the following conditions:
1. All such complaints shall be submitted in writing with a copy given to the teacher at least ten (10) days prior to any Board action/meeting on the complaint.
 2. Any documents associated with the complaint placed in the teacher's file shall be placed in accordance with Article 20.
 3. No discussion of any complaint shall take place at any Board meeting unless the teacher who is the subject of the complaint has been notified of the time, date, and place of the proposed discussion at least ten (10) days in advance.
 4. In each of the above steps, a teacher reserves the right to be accompanied by representatives of his/her choosing.
 5. Discussion shall be held in executive or open session at the option of the teacher who is the subject of the complaint.
- E. Access to a teacher's personnel file shall be governed by Article 20.01 (Personnel Files).

44.02 Informal communication with teachers, principals, superintendent and/or Board members by the public is encouraged. Informal communication, whether beginning on a positive or negative note, is the first step to making formal complaints and responses unnecessary. If informal communication does not resolve the concern or complaint, those with such concerns or complaints will be directed to the complaint procedures set forth herein.

ARTICLE 45 TUITION FOR CHILDREN OF TEACHERS

45.01 In the event that open enrollment is no longer available in the district, whether by action of the state legislature or by action of the Board of Education, children of nonresident teachers employed for 3.5 hours or more on a daily basis may attend schools in the district without payment of tuition.

ARTICLE 46
GENERAL PROVISIONS

46.01 Conflict with Law

This Contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A), Revised Code), all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel and all policies, rules, and regulations of the Employer. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect. The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

46.02 Waiver of Collective Bargaining During Term of Agreement

The Board and the Association acknowledge that during collective bargaining resulting in this agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of the agreement, said rights and each agrees that the other shall not be obligated to collectively bargain with respect to any subject or matter irrespective of whether such matters or subjects are specifically referred to or not covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time collective bargaining was being conducted or at the time the parties signed this agreement.

46.03 Entire Agreement Clause

This agreement supersedes and cancels all previous agreement, verbal or written or based on alleged past practices between the Board and the Association and constitutes the entire agreement between the parties except for a Memorandum of Understanding of even date concerning establishment of a Local Professional Development Committee, a copy of which is attached as Appendix 1. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

46.04 In-Term Bargaining

There shall be limited in-term bargaining. The obligation of either party to collectively bargain effects of changes of terms and conditions of employment during the term of this contract shall be retroactively addressed during collective bargaining conducted in the following manner:

- A. During the months of January and/or June, either party may petition the other party to collectively bargain subjects appropriately addressed in in-term bargaining.
- B. Following such notification, the parties shall meet to collectively bargain.
- C. Collective bargaining shall be conducted in accordance with Article 4 (Collective Bargaining Procedure) with the exceptions of time lines to begin bargaining.
- D. Article 47.01 (No Strike or Work Stoppage) shall not apply to any in-term bargaining that takes place under these provisions and the Association may exercise any of its rights under 4117 of the Ohio Revised Code.

46.05 No Strike or Work Stoppage

During the life of this agreement, the Association and its teachers hereby affirm that they will not sanction, engage in, encourage or participate in any type of strike work stoppage, slow down, or any other type of activity which results in a reduction of the regular professional duties or employment obligations of any district teachers.

46.06 Calendars

The Board and USEA shall meet to mutually determine the 2012-2013 calendar in January 2012.

The Board and USEA shall meet to mutually determine the 2013-2014 calendar in January 2013.

The Board and USEA shall meet to mutually determine the 2014-2015 calendar in January 2014.

ARTICLE 47
DURATION

47.01 This agreement shall be in effect from June 29, 2011, through June 30, 2014.

For the Union-Scioto
Education Association



6/9/11

For the Union-Scioto
Board of Education



June 9, 2011

Union Scioto Local Schools 1565 Egypt Pike Chillicothe, Ohio 45601-3974
Employee Report of Absence - Certified Staff

(Each employee who is absent must complete this form and submit it to his/her Principal immediately upon returning to work.)
Name _____ Today's Date _____
Date(s) of leave _____
Full Day 1/2 Day AM/PM _____ 1/2 Day AM/PM _____
(circle one) (time) (circle one) (time)

Sick Leave - Employee's Statement Relative to Cause of Absence from Work:

- _____ Personal Illness/Personal Injury
Nature of Illness/Injury _____
- _____ Exposure to Contagious Disease
Nature of Disease _____
- _____ Illness or injury to Immediate Family (spouse, children, father, mother, brother, sister, grandparent, grandchild)
Name/Relationship _____
- _____ Pregnancy /Adoption
Date of Birth/Date of Adoption _____
- _____ Death (spouse, children, father, mother, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent-in-law, aunt, uncle)
Name/Relationship _____

Personal Leave - Shall be granted for: (See contract for restrictions on personal leave usage)

- a. Court appearances as litigant or witness
- b. Death or illness(outside sick leave policy)
- c. Personal business that cannot reasonably be conducted other than during the school day

Jury Duty

Other (Please Indicate: Sabbatical/Association/Assault) _____

Leave of Absence-Without Pay (Please Indicate: Maternity/Adoption/Military) _____

I certify that I was absent from work for the dates indicated above because of the reason specified.

Employee's Signature _____ Date _____

Approvals:

Principal's Signature _____ Date _____

Superintendent's Signature _____ Date _____

PROFESSIONAL LEAVE FORM

Application for leave to attend PROFESSIONAL MEETING

*****Please Note*** FOR REIMBURSEMENT PROPER PAPERWORK, INCLUDING MILEAGE AND RECEIPTS, MUST BE COMPLETED AND SUBMITTED TO THE TREASURER WITHIN TEN DAYS AFTER PROFESSIONAL MEETING.**

NAME _____ Date of Request _____

A. Please give the following information about the meeting that you propose to attend:

1. Sponsor _____
2. Date of meeting _____ Location _____
3. Are you an official delegate? _____
4. Brief description of the program and how it relates to the curriculum: _____

5. Do you propose to pay your own expenses? Yes No

If "no", complete #6 (Payment or partial payment of expenses will be made if you are attending at the request of an administrative officer of the board of education or as an official representative of the school system.)

6. Estimated Expenses (Detailed receipts are required for reimbursement. Tips cannot be reimbursed.):

Registration Fee _____ (attach form)

Mileage _____

Parking _____

Lodging _____

Misc. _____

TOTAL _____

7. Source of Funding (grant, general fund, etc.) _____

B. Building Principal

Approve

Disapprove

Comments:

C. Superintendent

Approve Leave

Approve Expenses

Disapprove Leave

Disapprove Expenses

Comments:

Principal's Signature

Superintendent's Signature

PROFESSIONAL DEVELOPMENT REPORT
Union-Scioto Local Schools
Article 8 Certified Staff

Teacher's Name _____

Name and Date of Conference _____

Total cost of the conference (include registration, mileage, meals, accommodations if applicable) _____

Short description of topics covered: _____

Why did you select this conference?

List 2-3 things you learned and plan to implement since attending.

What outcomes from the proficiency were covered?

How will you share this information with other staff?

Please complete within a week of attendance and give the office a copy.

ASSAULT LEAVE FORM
Union-Scioto School District
Article 14 Certified Staff

Name of teacher _____

Date report filed _____

Nature of the injury _____

Date of occurrence: _____ Time of occurrence: _____

Identification of the individual or individuals causing the assault: _____

Facts and circumstances surrounding the assault: _____

Other pertinent information related to this incident: _____

Teacher Signature: _____

Superintendent Signature: _____

Date received in Superintendent's Office: _____

A certificate from a licensed physician describing the nature of the physical and its probable duration must be attached to this form.

DONATION TO SICK LEAVE BANK

UNION-SCIOTO LOCAL SCHOOLS
ARTICLE 6, CERTIFIED CONTRACT

NAME: _____

SCHOOL ASSIGNED:

ELEMENTARY: _____ JR. HIGH: _____ HIGH SCHOOL: _____

I HEREBY REQUEST TO DONATE ONE (1) DAY OF SICK LEAVE TO THE CERTIFIED STAFF SICK LEAVE BANK FOR THE _____ SCHOOL YEAR. I AM AWARE THAT ONCE A DAY IS DONATED IT WILL BE TAKEN FROM MY ACCUMULATED SICK LEAVE AND WILL NOT BE RETURNED.

(SIGNATURE OF EMPLOYEE)

(DATE OF DONATION)

Grievance No. _____
Union-Scioto School District

Distribution of Forms

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate
Building Assignment

Name of Grievant

Date Filed

LEVEL I

A. Date of Grievance: _____

B. 1. Alleged violation, misinterpretation, or misapplication (include the specific section of the collective bargaining agreement, individual teacher contract, or established board policy):

2. Relief sought:

Signature

Date

C. Conference Date: _____

D. Disposition by Principal _____

Signature of Principal

Date

E. Position of Grievant and/or Association: _____

Signature

Date

LEVEL II

Date received by Superintendent _____

Grievance Date _____

Disposition of Superintendent _____

Signature of Superintendent _____ Date _____

Position of the Grievant or Association _____

Signature _____ Date _____

LEVEL III

Date submitted to arbitration _____

Disposition and award of arbitrator _____

Signature of Arbitrator _____ Date _____

VACANCY TRANSFER FORM
Union-Scioto School District
Article 15 Certified Staff

Teacher Name _____ Date _____

Please indicate any teaching assignment changes you would be interested in if such vacancies should occur:

Degree(s) held _____

Area of certification/licensure _____

Signature _____

Superintendent Signature _____

Date received in Superintendent's Office _____

Vacancy postings will only be sent for the teaching positions in which you have expressed interest.

This form is due in the Superintendent's Office by the last day of the school year.

APPENDIX I

SALARY
SCHEDULE
2011-2012

Experience	BA		150 Hours		MA		MA + 15	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	32,154	1.040	33,440	1.100	35,370	1.120	36,013
1	1.045	33,602	1.091	35,080	1.155	37,139	1.180	37,942
2	1.090	35,048	1.142	36,721	1.210	38,907	1.240	39,872
3	1.135	36,495	1.193	38,360	1.265	40,676	1.300	41,801
4	1.180	37,942	1.244	40,000	1.320	42,444	1.360	43,730
5	1.225	39,389	1.295	41,640	1.375	44,213	1.420	45,659
6	1.270	40,836	1.346	43,280	1.430	45,980	1.480	47,588
7	1.315	42,283	1.397	44,920	1.485	47,749	1.540	49,517
8	1.360	43,730	1.448	46,560	1.540	49,517	1.600	51,447
9	1.405	45,177	1.499	48,199	1.595	51,286	1.660	53,376
10	1.450	46,624	1.550	49,839	1.650	53,054	1.720	55,306
11	1.495	48,071	1.601	51,479	1.705	54,823	1.780	57,235
12	1.540	49,517	1.652	53,119	1.760	56,591	1.840	59,164
13	1.585	50,965	1.703	54,759	1.815	58,360	1.900	61,093
14	1.630	52,412	1.754	56,398	1.870	60,128	1.960	63,023
15	1.675	53,858	1.805	58,039	1.935	62,219	2.020	64,952
20	1.720	55,306	1.856	59,679	2.000	64,309	2.080	66,881
25	1.765	56,753	1.907	61,318	2.065	66,398	2.140	68,810

APPENDIX J

SALARY
SCHEDULE
2012-2013

Experience	BA		150 Hours		MA		MA + 15	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	32,476	1.040	33,774	1.100	35,724	1.120	36,373
1	1.045	33,938	1.091	35,431	1.155	37,510	1.180	38,321
2	1.090	35,398	1.142	37,088	1.210	39,296	1.240	40,270
3	1.135	36,860	1.193	38,743	1.265	41,082	1.300	42,219
4	1.180	38,321	1.244	40,400	1.320	42,869	1.360	44,167
5	1.225	39,783	1.295	42,057	1.375	44,655	1.420	46,116
6	1.270	41,245	1.346	43,712	1.430	46,440	1.480	48,064
7	1.315	42,705	1.397	45,369	1.485	48,226	1.540	50,012
8	1.360	44,167	1.448	47,026	1.540	50,012	1.600	51,962
9	1.405	45,629	1.499	48,681	1.595	51,799	1.660	53,910
10	1.450	47,090	1.550	50,338	1.650	53,585	1.720	55,859
11	1.495	48,552	1.601	51,993	1.705	55,371	1.780	57,807
12	1.540	50,012	1.652	53,650	1.760	57,157	1.840	59,755
13	1.585	51,474	1.703	55,307	1.815	58,943	1.900	61,704
14	1.630	52,936	1.754	56,962	1.870	60,730	1.960	63,653
15	1.675	54,397	1.805	58,619	1.935	62,841	2.020	65,602
20	1.720	55,859	1.856	60,276	2.000	64,952	2.080	67,550
25	1.765	57,320	1.907	61,931	2.065	67,062	2.140	69,498

APPENDIX K

SALARY
SCHEDULE
2013-2014

Experience	BA		150 Hours		MA		MA + 15	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	32,801	1.040	34,112	1.100	36,081	1.120	36,736
1	1.045	34,277	1.091	35,785	1.155	37,885	1.180	38,704
2	1.090	35,752	1.142	37,459	1.210	39,689	1.240	40,673
3	1.135	37,229	1.193	39,131	1.265	41,493	1.300	42,641
4	1.180	38,704	1.244	40,804	1.320	43,297	1.360	44,609
5	1.225	40,181	1.295	42,477	1.375	45,101	1.420	46,577
6	1.270	41,657	1.346	44,149	1.430	46,904	1.480	48,545
7	1.315	43,133	1.397	45,823	1.485	48,709	1.540	50,513
8	1.360	44,609	1.448	47,496	1.540	50,513	1.600	52,481
9	1.405	46,085	1.499	49,168	1.595	52,317	1.660	54,449
10	1.450	47,561	1.550	50,841	1.650	54,121	1.720	56,417
11	1.495	49,037	1.601	52,513	1.705	55,925	1.780	58,385
12	1.540	50,513	1.652	54,187	1.760	57,729	1.840	60,353
13	1.585	51,989	1.703	55,860	1.815	59,533	1.900	62,321
14	1.630	53,465	1.754	57,532	1.870	61,337	1.960	64,290
15	1.675	54,941	1.805	59,205	1.935	63,470	2.020	66,258
20	1.720	56,417	1.856	60,878	2.000	65,601	2.080	68,226
25	1.765	57,894	1.907	62,551	2.065	67,733	2.140	70,193

SUPPLEMENTAL SALARY SCHEDULE
2011-2012

Base Salary
\$32,154

Level	Index	<u>0-3</u> Dollars	Index	<u>4-6</u> Dollars	Index	<u>7-10</u> Dollars	<u>over 10 yrs.</u> Index Dollars
1	0.13	\$4,180.00	0.14	\$4,502.00	0.15	\$4,823.00	0.16 \$5,145.00 [Asst. Athletic Director, Head Football, Head Boy's Basketball, Head Girl's Basketball, Head Cheerleader Advisor]
2	0.1	\$3,216.00	0.11	\$3,537.00	0.12	\$3,858.00	0.13 \$4,180.00 [Head Coaches of: Volleyball, Softball, Soccer, Baseball, Cross Country, Track, Golf, Tennis, Band Director]
3	0.075	\$2,412.00	0.08	\$2,572.00	0.085	\$2,733.00	0.09 \$2,894.00 [All Asst. Coaches, All Jr. High Athletic Coaches, Head Drama, High School Yearbook, Asst. Band Director]
4	0.06	\$1,929.00	0.065	\$2,090.00	0.07	\$2,251.00	0.075 \$2,412.00 [High School National Honor Society, High School Student Council, High School Newspaper, High School Vocal Music]
5	0.035	\$1,125.00	0.04	\$1,286.00	0.045	\$1,447.00	0.05 \$1,608.00 [Advisors of: Power of Pen, Quiz Bowl, Class 9-12, Prom, Jr. High Student Council, CLC Student Council, Elementary Student Council, Elementary Music; Coordinators of: All Grade Level, Library, Special Subject, All Department Chairpersons, Flag Corp, Debate Team]
6	0.03	\$965.00	0.035	\$1,125.00	0.04	\$1,286.00	0.045 \$1,447.00 [Jr. High National Honor Society, Head Teacher]
7	0.02	\$643.00	0.025	\$804.00	0.03	\$965.00	0.035 \$1,125.00 [Jr. High Yearbook, All High School Club Advisors, Class Advisors 7-8, Asst. Drama Advisor, Jr. High Science Club]
8	0.01	\$321.00	0.011	\$354.00	0.012	\$386.00	0.013 \$418.00 [Conservation Camp]
9	0.005	\$161.00	0.006	\$193.00	0.007	\$225.00	0.008 \$258.00 [Fair Booth Coordinators]
10	\$20.00 per hour [Saturday School/Extended Day]						
11	\$2000.00 [National Board Certification] Per year for the life of the certificate						

SUPPLEMENTAL SALARY SCHEDULE
2012-2013

Base Salary
\$32,476

Level	<u>0-3</u>		<u>4-6</u>		<u>7-10</u>		<u>over 10 yrs.</u>	
	Index	Dollars	Index	Dollars	Index	Dollars	Index	Dollars
1	0.13	\$4,222.00	0.14	\$4,547.00	0.15	\$4,871.00	0.16	\$5,196.00
	[Asst. Athletic Director, Head Football, Head Boy's Basketball, Head Girl's Basketball, Head Cheerleader Advisor]							
2	0.1	\$3,248.00	0.11	\$3,572.00	0.12	\$3,897.00	0.13	\$4,222.00
	[Head Coaches of: Volleyball, Softball, Soccer, Baseball, Cross Country, Track, Golf, Tennis, Band Director]							
3	0.075	\$2,436.00	0.08	\$2,598.00	0.085	\$2,760.00	0.09	\$2,923.00
	[All Asst. Coaches, All Jr. High Athletic Coaches, Head Drama, High School Yearbook, Asst. Band Director]							
4	0.06	\$1,948.00	0.065	\$2,111.00	0.07	\$2,274.00	0.075	\$2,436.00
	[High School National Honor Society, High School Student Council, High School Newspaper, High School Vocal Music]							
5	0.035	\$1,136.00	0.04	\$1,299.00	0.045	\$1,461.00	0.05	\$1,624.00
	[Advisors of: Power of Pen, Quiz Bowl, Class 9-12, Prom, Jr. High Student Council, CLC Student Council, Elementary Student Council, Elementary Music; Coordinators of: All Grade Level, Library, Special Subject, All Department Chairpersons, Flag Corp, Debate Team]							
6	0.03	\$ 975.00	0.035	\$1,136.00	0.04	\$1,299.00	0.045	\$1,461.00
	[Jr. High National Honor Society, Head Teacher]							
7	0.02	\$ 649.00	0.025	\$ 812.00	0.03	\$ 975.00	0.035	\$1,136.00
	[Jr. High Yearbook, All High School Club Advisors, Class Advisors 7-8, Asst. Drama Advisor, Jr. High Science Club]							
8	0.01	\$ 324.00	0.011	\$ 357.00	0.012	\$ 390.00	0.013	\$ 422.00
	[Conservation Camp]							
9	0.005	\$ 163.00	0.006	\$ 195.00	0.007	\$ 227.00	0.008	\$ 260.00
	[Fair Booth Coordinators]							
10	\$20.00 per hour [Saturday School/Extended Day]							
11	\$2000.00 [National Board Certification] Per year for the life of the certificate							

APPENDIX M

SUPPLEMENTAL SALARY SCHEDULE
2013-2014

Base Salary
\$32,801

Level	<u>0-3</u>		<u>4-6</u>		<u>7-10</u>		<u>over 10 yrs.</u>	
	Index	Dollars	Index	Dollars	Index	Dollars	Index	Dollars
1	0.13	\$4,264.00	0.14	\$4,592.00	0.15	\$4,920.00	0.16	\$5,248.00
	[Asst. Athletic Director, Head Football, Head Boy's Basketball, Head Girl's Basketball, Head Cheerleader Advisor]							
2	0.1	\$3,280.00	0.11	\$3,608.00	0.12	\$3,936.00	0.13	\$4,264.00
	[Head Coaches of: Volleyball, Softball, Soccer, Baseball, Cross Country, Track, Golf, Tennis, Band Director]							
3	0.075	\$2,460.00	0.08	\$2,624.00	0.085	\$2,788.00	0.09	\$2,952.00
	[All Asst. Coaches, All Jr. High Athletic Coaches, Head Drama, High School Yearbook, Asst. Band Director]							
4	0.06	\$1,967.00	0.065	\$2,132.00	0.07	\$2,297.00	0.075	\$2,460.00
	[High School National Honor Society, High School Student Council, High School Newspaper, High School Vocal Music]							
5	0.035	\$1,147.00	0.04	\$1,312.00	0.045	\$1,476.00	0.05	\$1,640.00
	[Advisors of: Power of Pen, Quiz Bowl, Class 9-12, Prom, Jr. High Student Council, CLC Student Council, Elementary Student Council, Elementary Music; Coordinators of: All Grade Level, Library, Special Subject, All Department Chairpersons, Flag Corp, Debate Team]							
6	0.03	\$ 985.00	0.035	\$1,147.00	0.04	\$1,312.00	0.045	\$1,476.00
	[Jr. High National Honor Society, Head Teacher]							
7	0.02	\$ 655.00	0.025	\$ 820.00	0.03	\$ 985.00	0.035	\$1,147.00
	[Jr. High Yearbook, All High School Club Advisors, Class Advisors 7-8, Asst. Drama Advisor, Jr. High Science Club]							
8	0.01	\$ 327.00	0.011	\$ 361.00	0.012	\$ 394.00	0.013	\$ 426.00
	[Conservation Camp]							
9	0.005	\$ 165.00	0.006	\$ 197.00	0.007	\$ 229.00	0.008	\$ 264.00
	[Fair Booth Coordinators]							
10	\$20.00 per hour [Saturday School/Extended Day]							
11	\$2000.00 [National Board Certification] Per year for the life of the certificate							

Extra-Curricular Salary Schedule

LEVEL 1	Assistant Athletic Director, Head Football, Head Basketball, Head Girls' Basketball, Head Cheerleader Advisor, Head football Coach
LEVEL 2	Head Coaches of: Volleyball, Softball, Soccer, Baseball, Cross Country, Track, Golf, Tennis, Band Director
LEVEL 3	Band Director, All Assistant Coaches, All Junior High Athletic Coaches, Head Drama, High School Yearbook, Assistant Band Director
LEVEL 4	High School National Honor Society, High School Student Council, High School Newspaper, High School Vocal Music
LEVEL 5	Power of the Pen Advisor, Quiz Bowl Advisor, Class Advisors 9-12, Elementary Music, All Grade Level Coordinators, Library Coordinator, All Department Chairpersons, Special Subject Coordinators, Flag Corp, Prom Advisor, Junior High Student Council Advisor, Debate Team, CLC Student Council Advisor, Elementary Student Council Advisor
LEVEL 6	Junior High National Honor Society, Head Teacher
LEVEL 7	Junior High Yearbook, All High School Club Advisors, Class Advisors 7-8, Assistant Drama Advisor, Jr. High Science Club
LEVEL 8	Conservation Camp
LEVEL 9	Fair Booth Coordinators
LEVEL 10	Saturday School/ Extended Day (\$18 per hr.)
LEVEL 11	National Board Certification (\$2000 per year for life of certificate).

UNION SCIOTO SCHOOL DISTRICT
 PRINCIPAL'S EVALUATION OF TEACHER PERFORMANCE

Teacher: _____ School: Elementary [] Junior High [] High School []
 Assignment: _____ Eligible for: _____ Contract
 Pre Conference: _____ Post Conference: _____
 Observation 1 Date: _____ Time: _____
 Observation 2 Date: _____ Time: _____

- 1 - Highly Effective -
 Indicates the criterion is being achieved at a highly commendable level of excellence; significantly above and beyond the Effective rating.
- 2 - Effective -
 Indicates the criterion is being achieved in a successful, quality manner, fully meeting the school district's expectations.
- 3 - Basic/Needs Improvement -
 Indicates the criterion is being achieved in a manner which does not fully meet the school district's expectations, possible consideration for non-renewal.
- 4 - Unsatisfactory/Needs Improvement -
 Indicates the criterion is not being met and falls well below the school district's expectations; possible consideration for non-renewal.
- N/O - Not observed -
 Cannot evaluate due to insufficient information

1	2	3	4	N/O

- A. ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING**
- 1.1 Plans lessons based on school and district curriculum, pacing charts, and the Ohio Academic Content Standards.
 - 1.2 Displays knowledge of content area.
 - 1.3 Displays use of specific instructional strategies.
 - 1.4 Recognizes and provides for individual differences based upon students' background, prior knowledge, and experiences.
 - 1.5 Creates or selects various evaluation strategies that are appropriate for the students, and that are aligned with the curriculum.

Principal's Comments:

1	2	3	4	N/O

- B. CREATING AN ENVIRONMENT FOR STUDENT LEARNING**
- 2.1 Establishes and maintains reasonable classroom management, control, consistency, and effective use of instructional time.
 - 2.2 Organizes classroom environment in a safe and functional manner.
 - 2.3 Develops good rapport with pupils and promotes a positive self-concept.
 - 2.4 Communicates appropriate expectations for learning and achievement.
 - 2.5 Promotes appropriate student behavioral expectations in the school environment that demonstrates a mutual respect between teacher and students.

Principal's Comments:

**UNION SCIOTO SCHOOL DISTRICT
PRINCIPAL'S EVALUATION OF TEACHER PERFORMANCE**

Teacher: _____

Page 2

1 - Highly Effective -

Indicates the criterion is being achieved at a highly commendable level of excellence; significantly above and beyond the Effective rating.

2 - Effective -

Indicates the criterion is being achieved in a successful, quality manner, fully meeting the school district's expectations.

3 - Basic/Needs Improvement -

Indicates the criterion is being achieved in a manner which does not fully meet the school district's expectations, possible consideration for non-renewal.

4 - Unsatisfactory/Needs Improvement -

Indicates the criterion is not being met and falls well below the school district's expectations; possible consideration for non-renewal.

N/O - Not observed -

Cannot evaluate due to insufficient information

1	2	3	4	N/O

C. TEACHING FOR STUDENT LEARNING

3.1 Recognizes and provides for individual difference of pupils by using various teaching techniques and materials.

3.2 Communicates learning goals and instructional procedures clearly.

3.3 Uses instructional materials and procedures to actively engage students in their learning.

3.4 Encourages students to use higher-level thinking.

3.5 Demonstrates instructional flexibility and responsiveness.

3.6 Provides feedback to students to encourage pride in their work.

Principal's Comments:

1	2	3	4	N/O

D. TEACHER PROFESSIONALISM

4.1 Keeps accurate records and is punctual and correct with reports.

4.2 Complies with building and district policies, contractual agreements, and state and federal requirements.

4.3 Encourages and displays a supportive attitude to school-sponsored programs.

4.4 Promotes professional relationships with students, parents, community.

4.5 Is well-groomed and dresses appropriately for assignment.

4.6 Is dependable and punctual.

4.7 Builds professional relationships with colleagues.

Principal's Comments:

UNION SCIOTO SCHOOL DISTRICT

PLAN FOR IMPROVEMENT

TEACHER'S NAME: _____ BUILDING: _____

ASSIGNMENT: _____ DATE OF CONFERENCE: _____

RECOMMENDATIONS FOR IMPROVEMENT:

TEACHER'S AND PRINCIPAL'S PLAN:

Principal's Signature

Teacher's Signature

The signatures above indicate the above improvement plan was reviewed and given to the teacher.

UNION SCIOTO SCHOOL DISTRICT

OBSERVATION FORM

To be given to the teacher after the first scheduled observation.

_____		_____	
Teacher Observed		Principal Observed By	
_____		_____	
Date of Observation		Time of Observation (From - To)	
_____		_____	
Subject	Class	Type of Activity	

STRENGTHS OF TEACHER OBSERVED:

PRINCIPAL'S SUGGESTED AREA(S) FOR TEACHER IMPROVEMENT:

ADDITIONAL COMMENTS:

ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING

INDICATOR	UNSATISFACTORY NEEDS IMPROVEMENT	BASIC NEEDS IMPROVEMENT	EFFECTIVE	HIGHLY EFFECTIVE
1.1 Plans lessons based on school and district curriculum, pacing charts, and the Ohio academic standards	The various elements of the lesson plan do not support the school and district curriculum, pacing charts, or the Ohio academic content standards. Lessons are poorly aligned to standards.	The elements of the lesson plan are somewhat supportive and partially aligned to content standards. Teacher's lesson or unit has a recognizable structure.	Elements of the lesson plans are aligned and support the content standards. The lesson or unit has a clearly defined structure.	Elements of the lesson plan support the content standards consistently and are in complete alignment. Lesson or unit is highly coherent and has a clear structure.
1.2 Displays knowledge of content area.	Teacher displays little knowledge of the content area or structure of the discipline, or of content-related pedagogy.	Teacher displays some knowledge of the content area or structure of the discipline, or of content-related pedagogy.	Teacher demonstrates a solid understanding of the content area and its prerequisite relationships and connections with other disciplines.	Teacher's knowledge of content and pedagogy is extensive, showing evidence of continuing search for updated information in the content area.
1.3 Displays use of specific instructional strategies.	Teacher displays little use of instructional strategies appropriate for student learning.	Teacher displays some use of instructional strategies that are appropriate for student learning.	Teacher displays use of a variety of instructional strategies that are appropriate for student learning.	Teacher displays a wide range of differentiated instructional strategies that are appropriate for student learning.
1.4 Recognizes and provides for individual differences based upon students' background, prior knowledge, and experiences.	Teacher makes little attempt to acquire knowledge of students' backgrounds, skills, or interests, and does not use such information in planning.	Teacher demonstrates some knowledge of students' backgrounds, skills, and interests and uses this knowledge in planning for the class as a whole.	Teacher demonstrates thorough knowledge of students' backgrounds, skills, and interests, and successfully uses this knowledge to plan for the class as a whole.	Teacher demonstrates thorough knowledge of students' backgrounds, skills, and interests, and uses this knowledge to plan for individual student learning.
1.5 Creates or selects various evaluation strategies that are appropriate for the students, and that are aligned with the curriculum.	Teacher's approach to assessing student learning contains criteria or standards lacking clarity and congruence with the instructional goals.	Teacher's approach to assessing student learning contains criteria or standards somewhat aligned with the curriculum.	Teacher's plan for student assessment is completely aligned with the instructional goals. Criteria and standards have been clearly communicated to the students.	Teacher's plan for student assessment is completely aligned with the instructional goals, containing clear assessment criteria and standards that are not only understood by students but also shows evidence of students' participation in their development.

CREATING AN ENVIRONMENT FOR STUDENT LEARNING

INDICATOR	UNSATISFACTORY	BASIC NEEDS IMPROVEMENT	EFFECTIVE	HIGHLY EFFECTIVE
2.1 Establishes and maintains reasonable classroom management, control, consistency, and effective use of instructional time.	Classroom routines and procedures are not evident or inefficient, resulting in the loss of much instructional time.	Classroom routines and procedures have been established, but function with some loss of instructional time.	Classroom routines and procedures have been established and function smoothly. Students are actively engaged in instructional activities.	Classroom routines and procedures are seamless in their operation, and students assume considerable responsibility for these routines and procedures.
2.2 Organizes classroom environment in a safe, functional manner and is conducive to student learning.	Teacher makes improper use of the physical environment, resulting in unsafe or inaccessible conditions for some students.	Teacher's classroom is safe and essential learning is accessible to most students.	Teacher's classroom is safe, and learning is accessible to all students; teacher uses the physical environment well and ensures that the arrangement of furniture supports the learning activities.	Teacher's classroom is safe, and learning is accessible to all students; use of the environment is conducive to teacher and student interaction and student learning.
2.3 Develops good rapport with pupils and promotes a positive self-concept.	Teacher interaction with at least some students is negative, demeaning, sarcastic or inappropriate to the age or culture of the students.	Teacher promotes classroom interactions that are generally appropriate and free from conflict.	Teacher promotes classroom interactions that reflect care and respect for the cultural and developmental differences among students.	Teacher promotes classroom interactions that reflect genuine care and respect for individuals and is evident in student interactions.
2.4 Communicates appropriate expectations for learning and achievement.	Instructional outcomes, activities and assignments, and classroom interactions convey low expectations for at least some students.	Instructional outcomes, activities and assignments, and classroom interactions convey modest expectations for some students' learning and achievement.	Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for most students.	Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for all students. Students appear to have internalized these expectations.
2.5 Promotes appropriate student behavioral expectations in the school environment that demonstrate a mutual respect between teacher and students.	Teacher makes no effort to establish or reinforce student behavioral expectations in the school environment. No mutual respect is evident.	Teacher makes an effort to establish standards of conduct for students in the school environment. Mutual respect is sometimes demonstrated.	Teacher is aware of student behavior in the school environment, has established clear standards of conduct, and responds to student behavior in ways that are appropriate. Mutual respect is often demonstrated.	Teacher's monitoring of student behavior in the school environment is subtle and preventive, and teacher's response to student misbehavior is sensitive to individual needs. Mutual respect is always demonstrated.

TEACHING FOR STUDENT LEARNING

INDICATOR	UNSATISFACTORY	BASIC NEEDS IMPROVEMENT	EFFECTIVE	HIGHLY EFFECTIVE
3.1 Recognizes and provides for individual differences of pupils by using various teaching techniques and materials.	Does not provide standards-based activities at an appropriate cognitive level.	Teacher provides standards-based instructional activities that are generally appropriate to the cognitive level of the students.	Teacher provides standards-based instructional activities that are appropriate to the cognitive level of all students.	Teacher provides standards-based instructional activities at the appropriate cognitive level that specifically build on students' individual knowledge and experience.
3.2 Makes learning goals and instructional procedures clear to students by maintaining good voice control, diction, and appropriate grammar.	Teacher's communication fails to make learning goals and instructional procedures clear.	Teacher communicates learning goals and instructional procedures to most students, but may require further explanation to avoid confusion.	Teacher communicates learning goals and instructional procedures clearly to all students.	Teacher communication is clear and expressive, anticipating possible student misconceptions.
3.3 Uses instructional materials and procedures to actively engage students in their learning.	Teacher's instructional materials and procedures are not suitable to the instructional purposes or do not actively engage students in their learning.	Teacher uses instructional materials and procedures to actively engage most students in their learning.	Teacher uses instructional materials and procedures to actively engage all students in their learning.	Teacher uses instructional materials and procedures to intellectually engage all students in their learning.
3.4 Encourages students to use higher-level thinking.	Teacher frames questions or poses problems that do not encourage students to explore content or are not challenging.	Teacher frames questions and/or poses problems that encourage most students to explore content at a higher level of thinking.	Teacher frames thought-provoking questions and/or creates problem-solving situations that challenge all students at a higher level of thinking.	Teacher frames thought-provoking questions and/or creates problem-solving situations that challenge all students at a higher level of thinking. Students reflect on their understanding and consider new possibilities.
3.5 Demonstrates instructional flexibility and responsiveness.	Teacher adheres to the instruction plan in spite of evidence of poor student understanding or the students' lack of interest, and fails to respond to students' questions. Teacher assumes no responsibility for students' failure to understand.	Teacher adheres sometimes to the instruction plan in spite of evidence of poor student understanding or the students' lack of interest, and fails to respond to students' questions. Teacher assumes some responsibility for students' failure to understand.	Teacher seeks ways to ensure successful learning for all students, making adjustments as needed to instructional plans and responding to student interests and questions.	Teacher is highly responsive to students' interests and questions, making major lesson adjustments if necessary, and persists in ensuring the success of all students.
3.6 Provides feedback to students to encourage pride in their work.	Teacher's feedback to students is poor quality and is not given in a timely manner.	Teacher's feedback to students is of marginal quality and is given in a sporadic manner.	Teacher's feedback to students is timely, high quality, and encourages pride in their work.	Teacher's feedback to students is timely, and of consistently high quality, encouraging students to make use of the feedback in their learning.

TEACHER PROFESSIONALISM

INDICATOR	UNSATISFACTORY	BASIC NEEDS IMPROVEMENT	EFFECTIVE	HIGHLY EFFECTIVE
4.1 Keeps accurate records and is punctual and correct with reports.	Teacher does not keep accurate records and is not punctual and correct with reports.	Teacher keeps records and is sometimes punctual and correct with most reports.	Teacher's system for maintaining records is updated and accessible. Teacher is punctual and correct with all reports.	Teacher's system for maintaining records is updated and accessible. Teacher is punctual and correct with all reports. Teacher also explores and participates in a search for more effective ways of record keeping.
4.2 Complies with building and district policies, contractual agreements, and state and federal requirements.	Teacher does not comply with policies, agreements and/or requirements.	Teacher complies in part but is lacking in some areas and is negligent in keeping up with requirements.	Teacher is aware of and complies with policies, agreements and requirements, and implements the content to work with families, students, and staff.	Teacher is aware of and complies with policies, agreements and requirements, and implements the content to work with families, students, and staff. Teacher also participates in the development of policies, agreements and/or requirements when appropriate.
4.3 Encourages and displays supportive involvement for school-sponsored and/or district programs/projects.	Teacher avoids being involved in school and/or district programs/projects.	Teacher participates in school and/or district programs/projects when requested.	Teacher participates actively and voluntarily in school and/or district programs/projects.	Teacher makes a substantial contribution to school and/or district programs/projects, assuming leadership roles.
4.4 Strives to establish professional relationships through effective communication with students, parents, and community.	Teacher makes no effort to establish professional relationships through effective communication with students, parents, and community.	Teacher makes some effort to establish professional relationships through effective communication with students, parents, and community.	Teacher strives to establish professional relationships through effective communication with students, parents, and community.	Teacher has successfully established meaningful relationships and effectively communicates with students, parents and community.
4.5 Is well-groomed and dresses appropriately for assignment.	Teacher is not well-groomed and/or fails to dress appropriately for assignment.	Teacher is well-groomed and dresses appropriately for assignment some of the time.	Teacher is well-groomed and dresses appropriately for assignment all of the time.	Teacher is well-groomed and dresses professionally and appropriately for all occasions.
4.6 Is dependable and punctual.	Teacher is often late; lacks dependability.	Teacher is dependable and punctual some of the time.	Teacher is dependable and punctual the majority of the time.	Teacher is dependable and punctual all of the time.
4.7 Builds professional relationships with colleagues.	Teacher's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires; demonstrates professional relationships by sharing ideas within disciplines.	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires; demonstrates professional relationships by sharing ideas within disciplines. Teacher takes initiative in assuming leadership among the faculty.

MEMORANDUM OF UNDERSTANDING

In accordance with Senate Bill 230, there shall be a Local Professional Development Committee (LPDC) established in the Union-Scioto Local School District in accordance with the following provisions:

1. The purpose of the committee shall be to oversee, review and approve professional development plans for course work, continuing education units, or other equivalent activities for the renewal of professional or associate license renewal of all certified licensed employees of the district.
2. The committee shall be composed of ten members: eight (8) teacher representatives and two (2) administrative representatives.

Beginning with the 2006-2007 school year there shall be eight (8) members, six (6) teachers represented, and two (2) administrative members.

All terms shall be for three (3) years to assure continuity of membership from year to year on this committee. The three (3) year term shall run from June 1st of the first year to May 31st of the third year.

3. LPDC teacher members shall be members of and be selected by the USEA. The terms of the newly selected committee members shall begin on June 1st of the selection year, and continue for three (3) consecutive years until May 31st of the third year.
4. Administrator members shall be selected by the superintendent.
5. The LPDC shall meet at least once a month or more frequently as needed at a time agreed upon by the members outside of the school day. The LPDC shall adopt its own regulations for meetings.
6. The committee shall be charged with the obligation to be operational for renewal of licenses effective September 1, 1998. The committee shall perform all legal responsibilities and obligations of an LPDC and shall operate under the rules and regulations of Senate Bill 230, relevant adopted rules and regulations of the State Department of Education.
7. If any LPDC member is unable to complete his or her term of office, the superintendent shall appoint an administrative person to fill any administrative vacancies, and the association shall select any bargaining unit member replacements for the remainder of the unexpired term. Vacancies shall be filled in a timely manner by the association/administration as per the master agreement.
8. The Board shall provide the funds needed for the LPDC to function in an effective manner. The Superintendent shall have the discretion to provide appropriate recognition and/or additional compensation for members of the LPDC. Effective July 1, 1998, monetary compensation for teacher LPDC members shall be set at \$125 per LPDC meeting attended with twelve (12) meetings per year. Any committee member attending all LPDC meetings will receive an additional fifty dollars (\$50) in the June payment to be paid by separate check in two (2) equal installments, the first pay period in December and the first pay period in June. LPDC committee membership is not to be handled as a supplemental contract.