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# ARTICLE I

## PREAMBLE AND RECOGNITION

### PREAMBLE

The Board of Education of the Steubenville City School District and the Steubenville Education Association recognize that the pursuit and development of educational programs of the highest quality require the collective efforts and cooperation of the Board, the Administration, and the Association.

Since the parties share the goal and task of providing the best educational opportunity for all students, they must commit themselves to a working relationship that is based upon this common responsibility. The Board, the Administration, and the Association can best attain their shared objective and effectively discharge their respective responsibilities by processing all issues before them with careful study, by evaluating opposing opinions without bias or prejudice and by seeking fairness and equity in all results.

It is the purpose of this agreement to set forth a procedure for collective bargaining as provided for in Chapter 4117 O.R.C. and as developed and agreed upon between the parties, together with setting forth the understandings structured and concluded in such negotiations.

### RECOGNITION

#### A. Recognition of the Association

The Steubenville Board of Education hereinafter "Board"/"Employer" hereby recognizes the Steubenville Education Association OEA/NEA, hereinafter the "Association"/"Union" as sole and exclusive bargaining representative, for the purposes of and defined in Chapter 4117 Ohio Revised Code, for all full time and regular part-time certificated personnel under written contract or on leave from the District. Unit members shall include, but not be limited to, classroom teachers (K-12, special and vocational) guidance counselors, retirees, librarians,

**A. Recognition of the Association (cont'd)**

media and program specialists, school nurses, department heads, elementary SFA facilitators, elementary curriculum committee members, half-time class size reduction teachers, and substitutes having more than sixty (60) consecutive days service. The union recognizes that the Superintendent, Assistant Superintendent, Program Directors, Principals, Assistant Principals, Cadet Principals, Administrative Assistants, Auxiliary Services Program Personnel, tutors, substitutes having less than sixty (60) consecutive days service and non-certificated personnel shall be excluded from the bargaining unit. The Board recognizes that Union representation will include any newly created certificated positions, other than those excepted above or if employment in such position is governed by Section 3319.02 of the Revised Code. After the 2008-2009 school year, there will be no joint teacher-principal positions in the district.

**B. Recognition of the Board**

The Association recognizes the Board as the legally constituted and elected body charged with the authority for operation and the establishment of policies in the Steubenville City School District and as the employer of all certificated personnel therein.

**C. Recognition of the Superintendent**

The Association and the Board recognize the Superintendent as the chief executive officer of the school district.

**D. Recognition of Individual Rights**

Subject to the exclusive recognition rights of the Association, the parties recognize that individual certificated personnel have the right freely to organize, to join, and to support any organization for his/her professional and/or economic improvement. Both parties further recognize that membership in any organization shall not be required as a condition of employment and that the Association shall not exclude any teacher from membership on the basis of sex, marital status, race, creed or national origin.

### **E. Substitute Position - Sixty (60) Days**

Any substitute teacher who occupies the same assignment for sixty (60) consecutive school days will on the sixty-first (61) day, be paid a per diem based on his/her level of education at step zero (0) of the teacher's salary schedule. In addition, he/she will receive all insurances and sick and personal leave for the duration of that assignment. Sick leave will be earned 1 1/4 days leave per month and personal leave at the rate of one (1) day per three (3) months to be used as earned. Only earned sick leave from the particular assignment may be used. Other provisions of the negotiated agreement that apply to substitutes with sixty (60) consecutive days of service are limited to the following:

Grievance Procedures	Length of School Day
Supplementals	School Year
Payroll Deductions	Building Meetings
Pay Days	Non-Teaching Duties
STRS Sheltered	Notice for School Closing
Mileage	Personal Property Security
Conference and or Planning	School Telephones
Period Substitutes	Duty Free Lunch
Complimentary Passes	Grade Books & Lesson Plans
Assault Leave	Staff Attendance at, etc.
Court Duty Leave	Disciplinary Support
Personal Record File	
Teacher Evaluation	

### **F. Non-Discrimination Covenant in Professional Negotiations Agreement**

Neither the Steubenville Board of Education nor the Steubenville Education Association shall discriminate against any bargaining unit member in terms of wages, hours, assignments, reassignments, layoffs, or suspension or other terms and conditions of employment on the basis of race, religion, color, national origin, sex, handicap, age, political affiliation.

## ARTICLE II

### CONTRACT NEGOTIATION PROCESS AND PROCEDURES

#### **A. General Provision**

1. Unless otherwise agreed upon by both parties, negotiations for a successor or extended Agreement shall begin at least sixty (60) days prior to the date of expiration of the existing Agreement, with a date and place for the first negotiating meeting to be agreed upon at least fifteen (15) days prior thereto.

2. On the occasion of the initial negotiating session, the parties shall exchange their respective written proposals. Additional or new items shall not be submitted by either party thereafter unless otherwise mutually agreed upon.

3. All negotiating meetings shall be held in executive session, unless otherwise agreed upon by both parties.

4. Upon the adjournment of each negotiating session, the agenda, time and place for the next session shall be established.

5. Should it be necessary to schedule negotiations during regular school hours, the members of the Association team shall be provided released time.

6. Upon reasonable advance request and at the cost of the requesting party, the parties agree to exchange and furnish to one another a copy of all materials, resources or information being used or relied upon by said party in the process of negotiations. Such provision will include all reports and/or documents required to be filed by the Board with State and/or County public officials.

7. The parties mutually pledge that they will negotiate in "good faith" and that their representatives will be clothed with all necessary authority to submit proposals, to consider and respond to opposing proposals, and to develop an agreement which may be recommended to their respective memberships.

8. During the progress of negotiations and prior to impasse, neither party shall make any public progress reports or new releases on the negotiations.

**B. Membership of Negotiating Teams**

1. Each team shall be limited to four (4) members and/or appointees. Of the Board team, at least two (2) members thereof shall be either Board employees or Board members. Of the Association team, at least two (2) members thereof shall be members of the Association and certificated employees of the Steubenville City School District. Additional observers to the negotiations may be permitted if both sides mutually agree.

**C. Matters Subject to Negotiation**

Matters subject to negotiations shall be salaries, hours, and terms and condition of employment, together with the continuation, modification or deletion of any provisions of the existing agreement.

**D. Caucus**

Upon request of either party, negotiations shall be recessed to permit the requesting team a period of not more than thirty (30) minutes to caucus among its members and advisors.

In the event that the caucus requires more than thirty (30) minutes, the parties may mutually agree thereon.

**E. Closing and Processing of Agreement**

When the respective teams reach or conclude a tentative agreement on all matters before them in negotiation, that tentative agreement shall be reduced to writing, initialed by the members of the team, and then submitted for consideration to their respective memberships. The proposed agreement first shall be submitted to the Association for its consideration and action, and subject to being approved by the Association, it then shall receive prompt consideration and action by the Board. Upon adoption and approval by both parties, two originals shall be fully signed and executed, with one such original to be retained by the Board and one by the Association.

**F. Impasse and Mediation**

In the event that a proposed agreement has not been concluded within twenty (20) days prior to the expiration of the current contract, either party then may declare an impasse of negotiations. Upon declaration of such impasse, that party, or both parties in unison, may

**F. Impasse and Mediation (cont'd)**

request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall seek to promote and/or develop an agreement between the parties, and shall have all necessary authority to call and schedule meetings between the parties for such purpose. Any and all costs and/or expenses charged by the Federal Mediation and Conciliation Services for its services, if any, shall be shared equally by the parties.

**G. Failure of Mediation and Application of Section 4117.14(D) (2), Ohio Revised Code**

In the event that the assistance of mediation is unsuccessful in developing an accord between the parties and producing an agreement, and should an agreement not be reached within ten (10) days of the expiration date of the existing agreement, the Association then reserves the right to proceed in accordance with the terms and provisions of Section 4117.14 (D) (2) of the Revised Code.

**H. Provisions of Contract**

The provisions in this article shall supersede those set forth in 4117.14 (c).

## ARTICLE III

### GRIEVANCE PROCEDURE

#### **A. Definitions**

1. A "grievance" shall be defined as a claim in writing by a bargaining unit member or by the Association that there has been a violation, misinterpretation or misapplication of this Agreement.

2. A "grievant" shall mean that teacher(s) or Association representative who with the permission of the teacher(s), files a written grievance.

3. An "Immediate Supervisor" is that Administrator having immediate supervision of the grievant.

4. "Days" shall mean working school days, unless otherwise specified.

#### **B. Rights of the Grievant and the Association**

1. The purpose of the grievance procedure is to secure a decision at the lowest level by the Administrator having the authority to resolve it.

2. On the occasion of the informal administrative conference, a grievant may appear on his own behalf and/or may be accompanied by any bargaining unit member. If the choice is to be accompanied by a bargaining unit member, the aggrieved party shall also be provided representation from the central office administrative staff at this level and any other level dealing with the grievance. In Steps I through IV, the grievant may appear in person and/or with any representative of his/her choice.

3. The filing of a grievance shall not be recorded in the personnel file of the employee. Neither shall such fact be used in any recommendation for re-employment or other employment, nor shall the grievant, the Association nor its officers be placed in jeopardy or be the subject of reprisal or discrimination for having pursued the grievance procedure.

4. If a grievance arises from the actions of an authority higher than the principal of a school, or if it affects a group or class of teachers, or it is concerned with system wide policy, the grievance initially shall be directed to and processed by the administrator who is vested with the authority and or responsibility to consider the issue.

**B. Rights of the Grievant and the Association (cont'd)**

5. Where the grievant prefers to retain exclusive personal control of his/her grievance, the Association will be notified and have the right to be present at the adjustment of that grievance.

6. During the term of this Agreement, no teacher organization other than the Association shall be permitted to represent any certificated employee in the grievance process.

**C. Time Limits and Notice of Delivery**

1. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort shall be made to expedite the procedures and the time limits may be extended in writing by mutual agreement of both parties. Absence of a party in interest automatically will provide a five (5) day extension.

2. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be waived and barred. Failure by the responsible Administrator at any step of these procedures to communicate his/her decision within the specified time limits automatically shall permit the grievant to proceed to the next step.

3. The grievant shall file a grievance within thirty (30) days of the alleged violation or the grievance shall be considered waived.

4. Compliance with time mandates as set forth herein shall be satisfied by hand delivery or certified mailing of the grievance notice, written disposition, or appeal within their required time period.

5. Grievances, notices, appeals and dispositions shall be deemed to be received one (1) day after hand delivery on the receipt postmark date, and if hand delivered, the signature of the official shall be recorded thereon.

6. Hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all parties to attend.

**D. Informal or Preliminary Meeting with Immediate Supervisor**

The employee first must meet with and review the problem with his/her immediate supervisor or administrator responsible for handling the problem. At this informal, both parties shall sign the Informal Meeting Form (Appendix A) to indicate that the informal meeting did take place. In the event that the employee is dissatisfied with that resolution and elects to make the matter a grievance, he/she then shall pursue and comply with the provisions of Step I, hereinafter.

**E. Grievance Filing and Process**

**STEP ONE** - If the grievance is not resolved by the informal procedure, it may be pursued further by submitting a completed Grievance Report (Appendix A) which must cite specific sections of the contract being grieved. A copy of this form shall be submitted to the immediate supervisor. Within seven (7) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant and/or his/her representative. The immediate supervisor shall write a disposition of the grievance within five (5) days after such meeting and return a copy to the grievant, Association, and the Superintendent.

**STEP TWO** - If a grievant is not satisfied with disposition of the grievance in Step I, the grievant shall complete Grievance Form Step II, and submit same to the Superintendent within ten (10) days of his/her receipt of disposition of Step I. The Superintendent will follow the same procedures and time limits as set forth in Step One.

**STEP THREE** - If the grievant is not satisfied with the written disposition made in Step II by the Superintendent and within ten (10) days after his/her receipt thereof, the grievant shall complete Grievance Form Step III, and submit same to the Board President. The Board will meet with the grievant within ten (10) days after its receipt of such notice for the purpose of considering and reviewing such grievance. The hearing by the Board with the grievant shall be in executive session, unless otherwise required by law. Within ten (10) days after the hearing, the Board shall deliver its written disposition to the grievant, the Superintendent and the Association.

**E. Grievance Filing and Process (cont'd)**

**STEP FOUR** - If the grievant is not satisfied with the disposition of the grievance at Step III, the grievant (through the Association) may, within fourteen (14) days from the receipt of the Step III answer, request a hearing before an arbitrator by completing Grievance Report Form, Step IV. The grievant's request for arbitration shall be by certified mail with return receipt requested to the Superintendent. Following receipt by the Superintendent of the grievant's request for arbitration, the grievant or his/her designated representative shall petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the use of their voluntary rules. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Contract.

All expenses for the arbitrator shall be shared equally by the Board and the Association. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration, and shall not have any authority to rule contrary to Federal Law or any State Law which this contract cannot supersede.

**F. Miscellaneous**

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

## ARTICLE IV

### **A. Association Rights**

The Association shall have the exclusive rights as detailed below:

1. The Association shall have the right to transport mail from one school to another within the district by school mail. The Association shall have the right to place mail for distribution to staff in mail boxes within individual buildings.

2. The Association shall have the right to use school bulletin boards located within teacher lounge areas. The Association may use office bulletin boards in space designated for its use by the building administrator.

3. The Association shall have the right to payroll deduction of professional dues, and FCPE contributions.

4. The Board shall make available and timely provide the Association with a copy of the following:

- a. Notice of all regular and special meetings.
- b. All Board agendas and addendums.
- c. Minutes of all regular and special Board meetings.
- d. Complete June Treasurer's Report.
- e. Final annual Budget and Appropriations Resolution.
- f. Experience Grid.

5. The Association shall have the right to discuss an item of business with the Board of Education providing the Association submits this request at least four (4) days prior to the regular or special meeting of the Board of Education, further providing that the item of business does not pertain to matters which are subject to the Grievance Procedure, nor Agreement. This request shall list the topic to be presented and be forwarded to the Superintendent, who shall cause it to be added to the agenda and become an item of business for consideration by the Board of Education. The Board reserves the right to assign to executive session those topics that deal with personnel, negotiations or other matters pursuant to the Ohio Sunshine Law.

**A. Association Rights (cont'd)**

6. The Association shall be provided with a list of names addresses, telephone numbers and building assignments of all professional personnel by October 15 of each school year.

7. The Association shall receive a list of new teachers prior to the opening of school. The Association shall have the right to address staff members during a new staff orientation meeting.

8. An Association President may be excused from school for his or her conference period without a reduction in salary after notifying the building principal.

9. Association President will be permitted to do Association work during a conference planning period providing the said work does not interfere with a parent-teacher conference on other assigned duties or responsibilities of the President or any other bargaining unit member.

10. The Association shall have the right to represent bargaining unit members as outlined in the current contract.

11. The Association shall have the right to address employees at any time after the work day as set forth in 13.

12. The Association shall receive any public record, upon request with charge.

13. Use of school buildings:

a. The Association shall have the right to use the school building for Association meetings after the teacher work day when the building is not in use for school purposes.

b. The Association will give the building principal a minimum of twenty-four (24) hours advance notice of its desire to use a particular building for a meeting so that provisions may be made for appropriate custodial or security service. The Association will schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events.

c. The Board will charge the Association only for custodial overtime costs, if any, incurred as a direct result of Association meetings.

14. Transaction of Association Business:

**A. Association Rights (cont'd)**

Duly authorized representatives of Uniserv and its affiliates may transact Association business on school property at any time before, after or during the regular school day; provided however, that no such business shall be transacted on any class or duty time, nor shall such Association business in any way interfere with scheduled student-teacher, parent-teacher, or administrator-teacher conferences or other school functions or activities.

All visitors, including Association representatives must report to the building office during teaching hours before transacting such business and sign in with the building principal.

15. Use of School Equipment:

The Association may use after the teacher workday school telephones, typewriters, ditto machines, mimeograph machines, copiers, audio-visual equipment, and computers provided they are not being used or are not required for any school business or activity. The Association will provide all their own supplies and shall promptly pay for any equipment damage caused by Association use and for all long distance calls and any tax attributable to the Association's long distance calls. The Association also has the right to use the public address system at the conclusion of the teacher workday.

16. Photocopy Fee:

All copies requested by the bargaining unit member or the Association pursuant to the terms of the Agreement shall be paid for by the requesting party at a rate of .25 cents per copy.

**B. Management Rights**

The Steubenville Education Association recognizes the Board as the locally elected body statutorily charged with the responsibility to manage, control and direct the operation of education in our City Schools. The Association recognizes that the Board shall exercise its rights and authorities to fulfill this responsibility as specified in the Ohio Revised Code.

### C. Fair Share

1. Beginning June 1, 1987, each newly hired bargaining unit employee who is not a member of the Union shall, after sixty calendar days of Board approval of employment, be obligated to pay the Union, as a condition of employment, a "fair share fee" for the Union's efforts with respect to collective bargaining, labor contract enforcement, and grievance resolution. Each bargaining unit employee who is a member of the Union as of June 1, 1987, thereafter must remain a member of the Union, with payroll deduction of dues, or shall be obligated to pay to the Union, as a condition of employment, a "fair share fee" for the Union's efforts with respect to collective bargaining, labor contract enforcement, and grievance resolution. This obligation does not require any person in the bargaining unit to become or remain a member of the Union, nor shall the fair share fee exceed Union dues covering the same period of time.

2. The Association's procedures regarding the collection of agency fees, and its rebate procedures, shall be in accordance with all applicable State and Federal laws and the Constitution of the United States and the State of Ohio.

3. The deduction of an agency fee by the Board from the payroll check of the employee and its payment to the Association is automatic and does not require written authorization of the employee. The deduction shall commence January 15th and continue for twenty (20) consecutive pays.

4. The Association shall defend, indemnify, including costs of defense and attorney fees, and save the Board, individual Board members, its officers, and its employees harmless against any and all claims, demands, suits, or other forms of liability arising out of any action taken or not taken by the Board or its officers or employees for the purpose of complying with any of the provisions of this Article provided that:

a. The Board shall give a thirty (30) day written notice of any claim made or action filed against the employer by non-member for which indemnification may be claimed;

b. The Association shall reserve the right to designate counsel to represent and defend the employer on matters pertaining to indemnification;

**C. Fair Share (cont'd)**

c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action; and

d. The Board acted in good faith in an effort to comply with the fair share 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.

## ARTICLE V

### A. Compensation - 2011 – 2014 Salary Schedule 0% Base salary with step increase

For each of the 2011-2012, 2012-2013, 2013-2014 school years, each bargaining unit member shall receive a \$600.00 stipend paid by separate check not later than November 1 of each year of this Agreement.

### SALARY SCHEDULE 2011-2014

<u>STEP</u>	<u>BA DEGREE</u>	<u>B+ DEGREE</u>	<u>MASTERS DEGREE</u>
0	29,473 1.000%	31,330 1.063%	33,187 1.126%
1	31,065 1.054%	32,980 1.119%	34,896 1.184%
2	32,656 1.108%	34,631 1.175%	36,605 1.242%
3	34,248 1.162%	36,281 1.231%	38,315 1.300%
4	35,839 1.216%	37,932 1.287%	40,024 1.358%
5	37,431 1.270%	39,582 1.343%	41,734 1.416%
6	39,022 1.32%	41,233 1.399%	43,443 1.474%
7	40,614 1.378%	42,883 1.455%	45,153 1.532%
8	42,205 1.432%	44,534 1.511%	46,862 1.590%
9	43,797 1.486%	46,184 1.567%	48,572 1.648%
10	45,388 1.540%	47,835 1.623%	50,281 1.706%
11	46,980 1.594%	49,485 1.679%	51,990 1.764%
12	48,572 1.648%	51,136 1.735%	53,700 1.822%
13	50,163 1.702%	52,786 1.791%	55,409 1.880%

**Note:** Step 17 is not indexed but will pay a flat dollar amount of \$2000.00  
 Step 21 is not indexed but will pay a flat dollar amount of \$2000.00  
 Step 25 is not indexed but will pay a flat dollar amount of \$2000.00  
 Step 30 is not indexed but will pay a flat dollar amount of \$1000.00

## B. Supplemental Salaries

All supplemental positions shall be computed on a percentage of base salary schedule.

### POSITION

### SALARY

#### 1. ACADEMICS

Home Instruction Teacher, Summer School	\$20.00
Department Heads Grades 7-12	9%
Elementary Curriculum Committee Chairperson	9%
Guidance Counselor - Middle School	10.5%
Guidance Counselor	10.5%
After School Tutoring, Homework Help, Latchkey	\$20.00

#### SPECIAL EDUCATION STIPENDS

Developmentally Handicapped	8%
Preschool Handicapped	8%
Specific Learning Disability	8%
Multihandicapped	8%
Severe Behavioral Handicapped	8%
Hearing Impaired	8%
Orthopedic Health Impaired	8%
Speech and Hearing Therapist	9%

Beginning January 1, 2002, all newly hired special education teachers will not be entitled to the special education stipend. All special education teachers currently receiving the stipend will not be involuntarily transferred out of a special education teaching position.

**POSITION**

**SALARY**

**2. ATHLETICS**

Athletic Director	21.0%
Athletic Trainer	13.0%
Elementary Sports Coordinator	7.0%
Faculty Manager	8.0%
Football Assistant Coach-High School and Fitness (3 months)	13.0%
Football Head Coach, High School	30.0%
Football Head Coach, Middle School	17.0%
Football High School Asst. Coach - 2nd Assign. Head Track/Head Baseball/Head Wrestling/Head Basketball	23.0%
2nd Assignment: Not Head Coach	21.0%
Head Baseball, Head Basketball, Head Wrestling, Head Softball	13.0%
Head Coach High School (Excluding Football, Basketball, Baseball, Wrestling, Softball)	7.0%
Asst. Coach (Non Football) - 2nd Assignment, High School	14.0%
Head Coach (Non Football) - 2nd Assignment High School	17.0%
Head Coach (Non Football) - 2nd Assignment Head Coach, High School	17.0%
Assistant Coach High School (Non Football)	5.0%
Middle School Coach (Three Sports)	16.0%

**3. NON-ATHLETIC**

Band Director High School	24.5%
Band Director Middle School/Asst. High School Band	11.0%
Cheerleading - High School Girls Sponsor	7.5%
Cheerleading - Middle School Girls Sponsor	4.5%
Choir Director High School	9.0%
Choir Director Middle School	4.5%
Drama Coach High School	7.0%
Drama Coach Middle School	3.5%
Orchestra Director, High School/Middle School	19.0%
School Paper Advisor	9.0%
Yearbook Advisor - High School	9.0%
Yearbook Advisor - Middle School	4.5%

### **C. Supplemental Positions**

1. All supplemental positions will be posted when vacated if the board determines to fill same. Interested bargaining unit members will be granted an interview for said position by the superintendent or designee.

2. The Association will receive advanced notice of the creation of any additional supplemental positions and shall have an opportunity to negotiate the salary of such position.

3. The failure of the Administration/Board to comply with the procedure for filling supplemental position set forth herein shall render any action of the Board based on such procedure invalid.

4. Any teacher initially hired by the Board and granted a supplemental contract for coaching, shall continue in that supplemental contract upon renewal of his/her teaching contract for the first four (4) years of employment, unless it is determined otherwise by the administration. Failure to apply for or a resignation from the supplemental position within this time period shall be sufficient reasons for refusal of employment in the system and shall be reason for non-renewal or termination. Any such teacher shall have the option to receive a one (1) year waiver due to pregnancy, medical necessity, and/or becoming a parent of a newborn or adopted child. The employee shall notify the superintendent in writing of his/her intention to exercise this option prior to the beginning of the season for that supplemental coaching assignment.

5. The decision/reason of the administration concerning the filling of a supplemental position shall not be subject to the grievance procedure as set forth in Article III, except to the extent that the procedures in this section are not followed.

6. A supplemental contract shall be valid for no more than one school year, and shall automatically be non-renewed April 30 of the school year without further action or notice by the Board of Education. However Department Heads, the Elementary Curriculum Committee Chairperson and Head Coaching positions may be granted multi-year contracts. A multi-year contract shall automatically be non-renewed April 30 of the final year of said multi-year contract without further action or notice by the Board of Education in accordance with Article V (C) (6).

**D. Salary Adjustment**

When a teacher completes additional training which would qualify the teacher for a higher salary qualification, the Steubenville Board of Education will authorize salary adjustments. An official letter of credit from the college or university registrar and/or an official transcript presented to the Treasurer's office before September 20 or January 20 will enable the Treasurer to make the necessary adjustment with the next pay period. If a registrar statement is submitted, it must be followed as soon as possible by a certified transcript.

**E. Experience Credit**

All teaching personnel shall at the time of their employment be given public educational experience credit up to and including ten (10) years and as provided for in ORC 3317-13.

**F. Payroll Deduction**

1. The Board shall provide the following payroll deductions to members of the bargaining unit:

(a) Employees Credit Union

(b) Tax Sheltered Annuity

Any annuity company not currently in Steubenville City must have a minimum of ten (10) enrollees to qualify for payroll deduction.

(c) Professional dues

(d) Sick and Accident Insurance (Any new company not currently in the Steubenville City Schools must have a minimum of ten (10) enrollees to qualify for Payroll deduction.)

(e) The Board shall provide to bargaining unit members, Flexible Spending Accounts (FSA's) or a Section 125 Plan according to Federal Law. The FSA's will have a third-party administrator selected by the Board. Costs incurred by the third party administration of the plan will be deducted from any balance left in the FSA's at the end of the year. If there is no such balance, the Board shall pay the remaining costs of administration.

Bargaining Unit Members are permitted to participate in the FSA/Section 125 Plan on a voluntary basis. The FSA's shall allow participants to specify up to a maximum amount of \$1,000.00 to be deducted from the standard gross compensation pre-tax, and such monies may be designated towards health expenditures as permitted by law.

**F. Payroll Deduction (cont'd)**

2. Request for professional dues deduction shall be made two (2) weeks prior to the commencement of such deduction which will begin with the first pay in November of each school year and the final deduction must be made by the last pay in June of the same school year.

3. These professional dues deductions will continue in equal installments through the last pay in June of the same school year.

4. After the work year begins, if bargaining unit employee leaves the employ of the district or initiates an unpaid leave of absence, the employer shall deduct the remaining annual deductions due to the union from the employee's final pay.

**G. Pay Days**

Members of the bargaining unit will be compensated over the course of the year in twenty-six (26) equal bi-weekly pays or twenty-seven (27) equal bi-weekly pays during an extended calendar year.

All bargaining unit members shall be given the option to participate in the paycheck direct deposit program. No bargaining unit member shall be required to participate.

**H. S.T.R.S. Shelter**

1. The Treasurer of the Steubenville Board of Education shall contribute to the State Teacher's Retirement system (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee beginning with the payroll of January 3, 1986. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.

2. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of

## H. S.T.R.S. Shelter (cont'd)

said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

3. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contribution to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

4. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up".

The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of the "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

5. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

6. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

7. This provision shall be effective and the "pick-up" shall apply to all payroll payments made after January 3, 1986.

8. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the

**H. S.T.R.S. Shelter (cont'd)**

"pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

9. Should the Board's payment of deferred salary cause an individual bargaining unit member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the effective date of this provision.

**I. Mileage**

The Board shall reimburse teachers the current I.R.S. rate per mile for authorized travel in teacher's personal automobiles.

**J. Retirement Payment**

Certificated employees of the Board of Education for the Steubenville City School District whose retirement is received and approved by the State Teachers Retirement System of Ohio, within ninety (90) days of his/her last date of service with the District, shall be eligible for a lump sum payment at the rate of 25% of his/her accumulated sick leave to a maximum of sixty (60) days.

1. Eligibility for payment upon retirement is limited to one (1) such payment. In the event that such employee is re-employed by the Board, such employee is not eligible for further or additional compensation. Eligibility is further limited to those employees who have a minimum of ten (10) years of service with the District.

2. Payment upon retirement will be paid at the Bargaining Unit Member's per diem at the time of retirement in either a single installment or in two (2) equal installments, upon the choice of the bargaining unit member. The retiring bargaining unit member shall work with the Treasurer to determine when such payments (2) will be made. If the member elects to be paid in two (2) installments, the second installment shall be paid no later than January 31<sup>st</sup> in the calendar year following retirement.

**J. Retirement Payment (cont'd)**

3. The bargaining unit member may elect to have such payments made to a 403(b), Tax Sheltered Annuity, 457 plan or individual retirement account.

**K. Conference and/or Planning Period Substitution**

When a teacher is absent from his/her assigned teaching position, the administration shall make reasonable effort to secure a substitute to carry on the duties of the absent teacher.

Any bargaining unit member who is assigned to cover another teacher's class or part or all of the school day and such substitution results in the teacher having no planning period that day, the substituting teacher shall be compensated therefore. No teacher will be required to assume part or all of another teacher's class, while they are teaching an already scheduled class. In no event shall a teacher be paid for more than one normal class period of substitution per day nor shall they be required to substitute for more than one normal class period per day. Compensation for such substitution shall be at a rate of \$20.00 per hour or any part thereof. However, no teacher will be paid twice for the same hours under this provision or any other provision of the contract.

This provision does not apply to covering classes for the purpose of staff inservice training during the school day.

**L. Complimentary Passes**

Complimentary passes to school events shall be issued to those teachers who request one during the first month of school. The teacher will be required to sign in to obtain a complimentary ticket at athletic events. The passes will be non-transferable. Passes will be collected if abused. Teachers may be asked at times to donate their time at school events.

## ARTICLE VI

### BENEFITS

#### **A. Health Insurance**

##### **1. Health Insurance**

The Board shall purchase, through a carrier licensed by the State of Ohio, Hospital surgical insurance coverage which meets or exceeds the specifications below for each member of the bargaining unit, now or hereinafter employed, and his or her eligible dependents. The full cost of the premium for such insurance and any increases thereof shall be paid by the Board; except that employees shall contribute \$20.00/month for the Single Plan and \$45.00/month for the Family Plan; however, the bargaining member shall have the following calendar year comprehensive deductibles. No deductible shall be required for the preventative services covered in this agreement.

##### **2. Specifications**

90% of Covered Expense after the deductible has been met (with the exception of preventative services as defined above), incurred for any benefits listed below, up to the stated limits:

Non-Network Facility	The Board will pick up 70% of the cost of hospital services for non-network facilities, except in cases of out-of-network area emergencies, when such services shall be covered at the network rate.
Room and Board	The Hospital's most common semi-private room rate per day for 365 days.
Supplies and Services	The amount of Covered Expenses incurred.
Emergency Treatment	Within 72 hours after an accident.
Emergency Room	\$75.00 copay for ER visits, waived if admitted
Kidney Dialysis	The amount of Covered Expense incurred
Doctor Calls	Amount of Covered Expense incurred for each day of hospital confinement for which a room and board charge is made, up to 120 days

**Specifications (cont'd)**

X-ray and Laboratory Tests                      The amount of covered Expense incurred

Preventative Services	Network	Non-Network
Routine Pap Test (one test per benefit period)	100% UCR	70% UCR
Routine Mammogram (one test/benefit period)	100% UCR	70% UCR
Routine PSA	100% UCR	70% UCR
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age 9 & over; One each per benefit period)	100% UCR	70% UCR

Well Child Care Services:

	Network	Non-Network
Well Child Exam	100% UCR	70% UCR
Well Child Immunizations	100% UCR	70% UCR
Well Child Labs	100% UCR	70% UCR

**3. Major Medical**

Major Medical coverage shall be available through a carrier licensed by the State of Ohio at no less than current levels, except the prescription drug coverage will be available only through the prescription drug card as set forth in Section C.

Cash Deductible:	2011-2014
Single Person Deductible	\$200
Family Deductible	\$400

Payment Rates:

Supplies and Services	90% except as listed below, 70% Non-Network
Mental or Nervous Disorders	Same as all other corresponding medical benefits

In addition, the Payment Rate shall be 100% for all covered Expense incurred during the rest of the calendar year after the Coinsurance Limit for that year has been reached.

Coinsurance Limit                      The Network Coinsurance Limit for an insured person is \$1000 single, \$2000 family, for Covered Expense payable at a rate less than 100% incurred during a calendar year. The Non-Network Coinsurance Limit for an insured person is reached When \$2500 single, \$5000 family, for covered Expenses payable at a rate less than 100% is incurred during a calendar year. The Coinsurance Limit does not include the Cash Deductible.

**3. Major Medical (cont'd)**

Covered Expense Limits:

Nursing Home Confinement	Network 90% UCR	Non-Network 70% UCR
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Benefits Limits:

Lifetime UNLIMITED

**4. Assistance with Insurance Claims**

The District Treasurer's Office shall assist bargaining unit members when problems arise with the payment of claims covered by the District's insurance policy. Each bargaining member will receive a card outlining the procedure to follow for assistance.

**5. Voluntary Insurance Benefits**

**a. Voluntary Waiver of Insurance**

A bargaining unit member, who has insurance coverage through a spouse (outside of the school system) may choose, on a voluntary basis, not to be covered by the district's regular Hospitalization, Dental, and Prescription Drug insurances as provided for in sections A.1. through A.4. and sections B and C in this article. In lieu of such benefits the district shall pay each bargaining unit member a \$1,800.00 stipend for each year the bargaining unit member chooses not to be covered by said insurances.

**b. Re-enrollment Into the District's Regular Insurance(s)**

A bargaining unit member as per section 6.a. and 6.b. above, who has voluntarily chosen not to enroll in districts regular insurances, as provided for in sections A.1. through A.4., and section C, may choose to change back to the district's regular insurance(s) at the beginning of any enrollment year. Notwithstanding the previous sentence, a bargaining unit member may opt to change back to the district's regular insurance(s) as soon as he/she becomes aware that insurance coverage is no longer being provided through a spouse. In such cases the district shall prorate the amount of the annual stipend on a monthly basis and deduct from the unit member's pay the remaining prorated amount divided by the number of pays remaining until the next insurance enrollment period.

## B. Dental Insurance

Dental coverage shall be available to all bargaining unit members through a carrier licensed by the State of Ohio at no less than current levels. The Board of Education shall pay the full cost of the premium for dental insurance.

### Cash Deductibles:

Single Person Deductible \$25

Family Dental Deductible \$50

Exception. The Case Deductible is waived for Dental Covered Expense incurred on account of diagnostic and preventive care.

### Payment Rates:

Services and Supplies 80% except as listed below

Diagnostic and Preventive 100%

Care

Dental Procedure which 70%

involves a prosthesis or gold restoration

Orthodontics 60%

### Covered Dental Expense Limits:

Covered Dental Expense \$1,000 calendar year limit for payment, other than for orthodontics

Orthodontics \$1,000 Lifetime Limit

### Diagnostic and Preventive Services and Supplies:

Cleaning and scaling teeth Not more often than twice in twelve months

Full Mouth X-rays Not more often than once in three years

Bite-wing X-rays Not more often than twice in twelve months

Routine Oral Examination Not more often than twice in twelve months

Fluoride Application (up to age 19) Not more often than once in twelve months

Space Maintainers and their fitting

Emergency dental treatment for relief of pain on a day for which no other benefit, other than for X-rays, is payable.

**C. Prescription Drug**

Prescription drug coverage shall be provided for all employees and their eligible dependents according to the specifications below:

	<b>Generic</b>	<b>Brand Name</b>	<b>Brand Name Non-Formulary</b>
Retail:	\$5	\$20	\$30
Mail Order:	\$10	\$40	\$60

**D. Life Insurance**

The Steubenville Board of Education shall pay one hundred percent (100%) of a twenty-five thousand (\$25,000.) term life insurance policy for all employees.

**E. Insurance Provisions**

All bargaining unit members will receive copies of insurance policies and plan descriptions of each of the insurance coverage provided in this contract. Requests for individual copies should be directed to the Treasurer's Office.

**F. Sick Leave Provisions**

1. Provisions

All certificated personnel of the Steubenville City Schools shall be permitted to accumulate two hundred forty (240) sick leave days for the length of this contract at the rate of fifteen (15) days per year.

Employees may use sick leave upon the approval of the superintendent for absence due to employee's personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others.

Sick leave may also be used for serious illness, injury or death of the employee's immediate family, subject to a maximum of five (5) days for any one illness. The immediate family shall be defined to include: mother, father, sister, brother, husband, wife, children, step-parent, step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, aunts and uncles.

## **2. Policies Governing Absence Due to Illness or Death**

### **a. Absence from Duty Due to Employee's Illness**

School employees shall immediately notify the proper school official of absence due to illness so that substitute service can be promptly arranged.

Employees who have been absent from duty shall notify the proper school official of absence due to illness so that substitute service can be promptly arranged. Employees who have been absent from duty shall notify the building principal of the intention to return to duty on the day prior to their return.

Employees, upon return to duty following an absence of five (5) or more consecutive working days, may be required to present evidence of being under the care of a physician.

### **b. Absence from Duty Because of Death in Immediate Family**

Employees having a death in the immediate family may be granted a maximum of five (5) days leave for any one death. Such leave shall be allowed only if the employee attends the funeral of deceased and/or renders assistance to the immediate family of the deceased. In the event sick leave days are exhausted, an employee shall be granted five (5) days leave for each absence due to death in the immediate family.

## **3. Extension of Leave of Limitations**

The Board recognizes extenuating circumstances for reasons of immediate family illness or death may take place. Sick leave may be extended by the superintendent for good cause shown, to a maximum of double the stated limitation.

## **4. Initial Contract Award**

Each regularly employed teacher shall, upon being awarded his initial contract, be granted five (5) days of sick leave to be accumulated during the first four months of employment. However, such leave hereunder will not be considered vested and any use will be deducted from such employee's final pay if he terminates prior to four (4) months of District service.

## **5. Transfer of Sick Leave**

The previously accumulated sick leave of a person who has been separated from public service, whether accumulated pursuant to Section 124.38 of the O.R.C. or pursuant to this section, shall be placed to his credit upon his re-employment in the public service, provided that

**5. Transfer of Sick Leave**

such re-employment takes place within ten (10) years of the date of the last termination from public service.

**6. Reporting and Computation of Leave Days**

Each employee who returns from sick leave shall complete and file with his principal the required form covering the reason and circumstance of the leave. Falsification of this statement is grounds for suspension and termination of employment under sections 3319.081 and 3319.16 of the O.R.C.

**7. Unused Sick Leave**

Unused sick leave shall be reported on each paycheck.

**G. Personal Leave**

The Board will grant three (3) days personal leave annually, not cumulative and restrictive to include only reasons of personal business or legal matters which cannot be conducted at times other than during the school day. The employee will state either personal business or legal matters on the required form.

Personal leave cannot be used on a day preceding or succeeding a holiday or vacation. Personal leave will require a three days notice and the approval of the principal and superintendent. In cases of emergency, the three days notice may be waived by the superintendent.

When a teacher has accumulated 150 days of sick leave, two of the aforementioned (3) days shall be unrestricted personal leave granted on request. Such leave shall not be in addition to the restricted personal leave, nor be used on days preceding or succeeding a holiday or vacation. The three day notice shall be required, and may be waived in cases of emergency by the superintendent. Unused personal leave days shall be converted to sick leave at the end of the school year.

## H. Pregnancy/Adoption Leave

### a. Pregnancy Leave

#### 1. Right to Leave

An employee who becomes pregnant shall have the right to an unpaid leave of absence to begin at any point during the pregnancy.

#### 2. Application for Pregnancy Leave

Application for pregnancy leave should, when possible, be filed at least thirty (30) days prior to the beginning date of the leave. Such application may be amended as to the anticipated beginning and termination dates, at any time, whether before or after the commencement of the leave, based upon changes in the employee's condition, by the filing of an amended application and a statement of the employee's attending physician. Such application for amendments of leave shall be approved by the Superintendent.

#### 3. Time of Leave

Pregnancy leave may begin at any point of the pregnancy and continue through the disability connected with delivery. Pregnancy leave may be followed by parental leave.

#### 4. Rights on Leave

Employees on pregnancy leave shall one (1) be recognized as full-time employees and treated as such for all fringe benefit purposes, for up to one (1) year; two (2) employees shall have the option of converting to sick leave.

#### 5. Reinstatement Rights

An employee shall return immediately following the expiration of the leave and shall be reinstated to the same position, salary steps and range to that held prior to the leave unless leave extends beyond one (1) calendar year. For leaves extending beyond one year, reinstatement shall be to the same or similar position.

### b. Adoption Leave

A bargaining unit member who presents evidence that formal adoption of a child has been approved by a court of competent jurisdiction shall be entitled to a maximum of twenty (20) days of leave. Said leave shall be for the purposes of bonding between parent and child.

## **I. Parental Leave**

An employee who becomes the parent of a newborn or an adopted child or the parents of a minor child who develops severe health problems shall have the right to an unpaid leave of absence for a period not to exceed one (1) year from the date of the birth, or the termination of pregnancy leave, adoption or the date of the beginning of the severe health problem.

### **Application for Parental Leave**

Application for parental leave shall be filed at least thirty (30) days prior to the anticipated beginning date of the leave. In the case of early delivery or adoption, the thirty (30) day rule shall be omitted, but the employee must notify the Superintendent at the earliest opportunity of the intent to take parental leave.

### **Time of Leave**

Parental leave shall be for a period of up to one (1) year as defined on the leave application and may be extended for up to an additional one (1) year on the approval of the Superintendent.

### **Rights While on Leave**

Employees on parental leave shall, if the carrier permits his/her expense may continue fringe benefits. Termination of this benefit shall take place when the employee fails to forward payments at the required time period.

### **Reinstatement Rights**

An employee shall return immediately following the expiration of the leave and shall be reinstated to the same position, salary steps and range to that held prior to the leave unless leave extends beyond one (1) calendar year. For leaves extending beyond one (1) year, reinstatement shall be to the same or similar position.

## **J. Sabbatical Leave**

1. Sabbatical leave for each employee may be recommended by the Superintendent and such recommendation shall be approved by the Board of Education provided the following requirements have been satisfied by each employee:

**J. Sabbatical Leave (cont'd)**

a. The employee shall have taught in the Steubenville City School District for five (5) or more years. Subsequent sabbatical leave may be granted after a minimum of five (5) years of additional teaching in the Steubenville City Schools; and

b. The Sabbatical leave is for professional self-improvement and shall not be for a period of more than twelve (12) calendar months; and

c. A planned program for sabbatical leave has been submitted to and approved by the Superintendent.

2. Each member of the bargaining unit on sabbatical leave shall receive the difference between his/her annual salary and the salary of the substitute teacher hired to replace him/her. The employee on sabbatical leave shall receive all other fringe benefits as they would have received if they had remained in their full-time teaching position.

3. It is understood that the employee has a professional obligation to return to employment in the Steubenville School District upon the expiration of the leave. If the employee fails to return, he/she shall begin to reimburse the Steubenville School District for all expenses of the sabbatical leave to include the Board's share of retirement (14%) within four (4) months and completely repay this amount within twenty -four (24) months.

4. No more than two (2) sabbatical leaves may be granted during any one school year.

**K. Medical Leave**

Subsequent to an employee exhausting his/her sick leave and upon filing a written request with the superintendent such employee shall be granted a one year leave of absence where personal illness or other disability is the reason for the request. A written statement signed by his/her physician must be submitted to the superintendent indicating that such request is in order. If the leave is granted, the Board shall continue to provide Hospitalization/Major Medical Insurance and the premium for such insurance shall be fully paid by the Board for a period of six (6) months. The first three (3) months of such payment shall be pursuant to the provisions of the Family and Medical Leave Act. The Board shall pay the premium for the next three (3) months. The employee shall have the right, after the initial six (6) month period expires, to continue such coverage at his/her own expense by making

**K. Medical Leave (cont'd)**

timely payments for such premium to the Treasurer for the remainder of the approved leave. Other insurance coverage's may be continued at the employees' expense, if the carrier permits. Termination of other coverages shall take place when the employee fails to forward payments at the required time period. When such employee notifies the board of his/her intention to return, a written statement by his/her physician will be necessary indicating that said individual is again physically and mentally capable of performing his/her duties. Upon return to service, he/she shall be given a position for which he/she is certificated or otherwise qualified.

**L. Assault Leave**

Assault leave shall be granted an employee who is absent due to physical disability resulting from an assault which occurs as a direct result of the performance of specific duties assigned by the administration and/or the Steubenville Board of Education and who complies with the following:

1. The employee is required to furnish a signed statement to justify the use of assault leave.
2. The employee must submit a signed certificate from a licensed physician stating the nature of the disability and its duration.
3. The Board reserves the right to require an additional physical examination at Board expense to substantiate need and duration of assault leave.
4. Should the physician's reports be conflicting, the Board and the individual teacher involved shall agree to an impartial physician to examine the employee and make final recommendations to the Board.
5. Assaulted Employees shall be eligible for and receive full pay and fringe benefits. Such leave shall not be charged against personal leave or sick leave.
6. Assault leave shall be limited to a maximum of 120 days.
7. Pay will be reduced by the amount of workmen's compensation collected.

**M. Court Leave**

1. The Board of Education shall grant court leave to any employee who:
  - a. Is summoned for jury duty by a court of competent jurisdiction;
  - b. Is subpoenaed to appear before any such court, or administrative body.
2. Such employee will be paid the difference between his/her regular salary and the remuneration he/she receives as a juror or witness.
3. Such leave shall be limited to a maximum of three (3) days.
4. Any employee who is appearing before a court in a matter in which he/she is a party may be granted personal leave time or leave of absence without pay. Such instances would include, but not be limited to: criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as parent or guardian of juveniles.

**N. Professional Leave**

Reimbursement for attendance at professional meetings, conferences, or for school visitations in performing Board authorized business shall be according to the following terms and conditions:

1. A written request must be submitted to and approved by the Superintendent at least two weeks prior to the proposed meeting, conference or visitation.
2. Upon return, an expense form available in the Superintendent's office is to be submitted to the Treasurer listing the following reimbursable items:
  - a. Round trip mileage at the current I.R.S. rate per mile
  - b. Meals and lodging receipts limited to fifty dollars (\$50.00) per day for meals and two-hundred dollars (\$200.00) per day for lodging.
  - c. Meeting registration receipt required
3. If two or more persons from the District are attending the same meeting, conference or visitation they should travel together if at all possible. No person shall charge mileage to the District unless he or she actually does drive.

**O. Leave of Absence for Professional or Other Purpose**

The Board may grant a leave of absence for a one year period for the purpose of professional leave or other purposes. Such leave is without pay and fringe benefits.

To be eligible for said leave, members of the bargaining unit will submit a written request for said leave prior to July 10 of each year. The member will notify the superintendent of one's intent to return or not to return prior to July 10 following said leave upon subsequent request such leave may be extended for an additional year.

**P. Association Leave**

Officers and duly elected representatives of the Steubenville Education Association will be permitted to attend meetings of the N.E.A., O.E.A. and E.O.E.A. Such release days will be limited to a cumulative total of twelve (12) days in any school year. Any expenses incurred in such meetings shall be the responsibility of the Association.

**Q. Contractual Obligations**

An employee with contractual obligations has no right to expect that he/she cannot report to work as scheduled. Any unauthorized absence from school will result in loss of pay as well as a deduction of 1/20 of the monthly premium of Board paid hospitalization, major medical, dental, prescription drug and life insurance for each unpaid day of absence.

**R. Attendance Incentive**

Each full time bargaining unit member who has perfect attendance (no sick or personal days used) at the conclusion of each semester except for professional leave, court leave, and association leave, shall receive a bonus of three hundred dollars (\$300.00) per semester with an additional bonus of one hundred fifty dollars (\$150.00) for perfect attendance for the entire year. Such payment shall be made no later than August 1st following the conclusion of the school year.

**S. Filling of Leave Created Vacancy**

A position left vacant by any leave referred to in F through P of this article may be filled through the following procedure:

The Superintendent shall recommend for employment a professional for the remainder of said leave. The individual's salary shall be pro-rated at BA beginning salary level. This individual shall receive no fringe benefits and shall be excluded as a member of the bargaining unit. His or her employment shall be automatically terminated when the bargaining unit member returns from said leave or at the end of the school year unless terminated earlier by the Superintendent and the Board of Education due to unsatisfactory performance.

**T. Family Medical Leave Act (FMLA)**

Employees shall be entitled to all leave as specified under the Federal FMLA.

## ARTICLE VII

### JOB SECURITY

#### CONTRACTS

##### **A. Teacher Limited Contracts**

All certificated staff of the Steubenville City School District who do not qualify for a continuing contract shall receive limited contracts in the following sequence subject however, to the provision of Section 3319.11 Ohio Revised Code:

- 1st year - A limited contract of one (1) year
- 2nd year - A limited contract of one (1) year
- 3rd year - A limited contract of one (1) year
- 4th year - A limited contract of one (1) year
- 5th year - Limited contract for three (3) years

A teacher becoming eligible for a continuing contract shall be considered for continuing contract status only if he or she meets all requirements of the Ohio Revised Code by January 15th of each school year and the Superintendent has been notified of such compliance. The teacher will then be considered for continuing contract status at the regularly scheduled April Board of Education meeting of that same year, notwithstanding the fact that such teacher is employed under a multi-year contract which has not expired.

The issuance of continuing contracts shall remain the decision of the Board of Education based on the recommendations of the Superintendent.

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

1. Any teacher under a limited contract by the Board is automatically re employed unless he/she is notified that he/she is not to be re employed. Such notification of non-renewal must be made in writing on or before April 30, of the school year.

2. When the Board or any of its administrative agents deem that a teacher will be considered for non-renewal due to such teachers unsatisfactory classroom performance, such teacher will be entitled to the following procedure:

**B. Teacher Non-Renewal (cont'd)**

- a. The principal or Superintendent or his designee shall notify the teacher on or before the last day of the first semester of school as to the concern(s) about such teacher's performance and provide the teacher with written recommendations for improvement.
- b. The teacher's performance will be monitored in accordance with the written recommendations and an evaluation will be held after March 1<sup>st</sup> but before March 15<sup>th</sup> to discuss the teacher's progress. The teacher will be given written notification of areas in which performance continues to be unsatisfactory.
- c. In the event the Superintendent and the Board of Education thereafter make a final decision against the renewal of a teacher's contract, a specific and written notice of non-renewal will be issued and delivered to the teacher on or before April (30) of the current school year.
- d. The failure of the Administration/Board to comply with this procedure shall render such action invalid.
- e. The Association representative will be entitled to be present at the meeting referred to in B1, herein above.

3. The decision of the Administration to non-renew the first four limited teaching contracts shall not be subject to the grievance procedure as set forth in Article III, except to the extent that the procedures outlined in this section are not followed. The procedures set forth in this article regarding nonrenewal of limited teaching contracts shall supersede the procedures set forth in O.R.C. 3319.11 and O.R.C. 3319.111 and shall be the sole procedures utilized by the Steubenville City Schools.

4. After a bargaining unit member has been awarded his or her fifth contract, non-renewal shall be for just cause.

5. This section on non-renewal shall not apply to supplemental contracts or substitute teachers who become members of the bargaining unit.

### C. Progressive Discipline

Discipline of bargaining unit members shall be for just cause and shall proceed according to the following:

#### 1. Informal Warning

It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action. Such verbal warning shall not be recorded in the employee's personnel file.

#### 2. Formal Procedure

a. Formal disciplinary action taken shall be commensurate with the employee's offense and shall include the following measures:

1. Written reprimand(s);
2. Suspension(s) with or without pay
3. Discharge (Only the Board of Education shall have the authority to

discharge an employee. For continuing contract teachers, discharge procedures shall be those in O.R.C. 3319.16 and 3319.161.)

#### 3. Due Process Procedure

Except in cases requiring immediate suspension, no employee shall be disciplined or discharged without first having been given due process in accordance with the following procedures:

#### a. Written Reprimand

An employee who receives a written reprimand shall be entitled to a conference with the Superintendent or his/her designee to discuss such disciplinary action. If requested, in writing, such conference shall be held within five (5) days after the request is received by the Superintendent and the employee shall be entitled to Association representation at the conference. Should the Superintendent or his/her designee determine that the written reprimand was inappropriate, such reprimand will be removed from the employee's file. For expungment consideration see Article VIII, A, 7.

b. Suspension or Discharge

Except in those cases requiring immediate suspension, no employee shall be suspended or discharged until he/she has had a conference with the Superintendent, or setting forth the allegations which, if substantiated, could result in disciplinary action. If an employee is subject to discharge, such fact shall be contained in the written notice. Such notice shall also include the time and place of conference to discuss the allegations.

The employee shall be entitled to Association representation at the conference.

c. Immediate Suspension

In cases of immediate suspension, written notice of allegation shall be presented to the employee immediately upon initiation of the investigation by the Superintendent or his/her designee.

Should the teacher be suspended, as a result of the investigation, a conference will be scheduled within twenty-four hours. The purpose of the conference will be to examine the charges that have led to the suspension.

d. Notification of Disposition

The employee and the Association President shall be notified by hand delivery, or certified mail, return receipt requested, of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for said action.

**D. Reduction in Force**

1. Reasons

Reduction in staff/force shall be made for the following reasons: decreased enrollment of pupils; return to duty of regular teachers after leave of absence, or by reason of suspension of schools or territorial changes affecting the district, or any other reason authorized by Section 3319.17 of the Ohio Revised Code. Such reductions shall first be made through attrition resulting from resignation, retirement, and transfers. The Board of Education may then suspend contracts to complete the reduction plan.

## **D. Reduction in Force (cont'd)**

Notwithstanding the previous paragraph, reduction in staff/force shall also be made for loss of grant money for Preschool teaching position(s) and state or federal grants issued after September 1, 2001, which provide for the hiring of new personnel specific to that grant or program. State or federal grants, programs, or positions and/or the re-titling of state or federal grants, programs, or positions that existed prior to September 1, 2001, shall not be subject to a reduction in staff/force due to the loss of state or federal grant money. Such reduction in said position(s) shall first be made through attrition resulting from resignation, retirement, and transfers. The Board of Education may then suspend contracts to complete the reduction plan.

### **2. Suspension of Contracts**

All teachers who are to be part of the plan, shall have their contracts renewed and the Board shall then proceed to suspend contracts for the reduction of staff. Contracts shall be suspended on the basis of seniority lists within the teaching field affected as per Ohio Revised Code 3319.17.

a. For the purpose of this sub-section, a teacher is deemed a "part of the plan", if the sole reason for dissolving employment relationship between the Board of Education and such teacher is a reduction of force.

### **3. Seniority**

Seniority is defined as the continuous employment of a bargaining unit member with the district. Continuous employment shall include the time a bargaining unit member was on a Board approved leave of absence, in that, such leave shall not interrupt seniority, but time spent on such leave shall not count towards seniority. Seniority of teachers who resign and are subsequently re-employed shall begin at the date of re-employment. Teachers with continuing contracts shall be deemed senior to all teachers on limited contract.

Seniority shall be determined by the date of the Board meeting at which a teacher was hired. If teachers involved have the same contract status and were employed on the same date, then the date of their respective application to the school district for employment, shall be determinative. Should a tie still exist, it shall be broken by the flip of a coin.

### 3. Seniority (Cont'd)

Every teacher's name shall appear in order of seniority on a list of his/her areas of certification. Reduction in force shall then proceed based upon seniority and certification. A bargaining unit member who holds more than one certificate, and whose positions affected by a RIF, shall displace the least senior employee in an area for which both are certificated.

This list shall be maintained and updated on an annual basis and provided to the Association. This list shall be reviewed and posted in all buildings by October 31st of each school year. Members of the bargaining unit shall have thirty (30) days after posting in which to challenge or accept their position on the seniority list. The individual shall notify the Superintendent's secretary by phone if his/her placement on the seniority list is questionable.

### 4. Recall

Names of teacher whose contracts are suspended due to a reduction in force shall be placed on a reduction of force (RIF) list based on seniority and certification. When there is an opening, a teacher will be recalled based on seniority and certification held at the time contract(s) were suspended and shall be restored by the Board at the same seniority, salary and fringe benefits as he/she would have received if a reduction in force had not taken place, provided, however, such teacher shall not be granted service credit for salary purposes for such time such teacher's contract was suspended. No new teachers may be hired by the school system for any position as long as there is a teacher certificated for the position on the RIF list.

### 5. Availability for Recall

When a teacher's contract is suspended because of a reduction in force, the teacher's name will remain on the RIF list for a period of 24 months. The 24 months shall be from September 1 to September 1. The list must be available to the Association at all times.

If an opening occurs, the Board shall send a certified letter to all teachers certified for the position of their last known address to advise them of such position. It is the teacher's responsibility to keep the Board informed of his or her whereabouts. The teacher shall notify within (10) days from the date the letter is received to indicate his/her availability for such position. The Board shall reinstate that teacher indicating availability for such position who has the greatest seniority. If a teacher refuses regular full time contract employment, his/her name

5. Availability for Recall (cont'd)

shall be removed from the RIF list. The provisions of this Article shall not apply to a substitute teacher who becomes a bargaining unit member.

## ARTICLE VIII

### TERMS AND CONDITIONS OF EMPLOYMENT

#### **A. Personnel Record File**

1. There will be established and maintained one (1) official personnel record file on certificated employees. This file will be maintained in the central office.

2. Personnel record files shall include some or all of the following: \*Application for employment, including references (references are confidential and are not available to teachers.)

\*Copy of the latest contract and/or salary notice

\*Copy of teaching certificate

\*Official transcript of college credits

\*Reprimands and/or critical letters

\*T.B. or X-ray results

\*Record of military service

\*Evaluation forms

3. Any teacher shall have the opportunity to read any material which may be considered critical of his/her conduct, service, character, or personality before it is placed in his/her personnel file. A teacher shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall indicate only that the material has been inspected by the teacher. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the filed copy. Failure on the part of the administration to follow the procedure shall result in the document's removal from the employee's personnel file. Further, such document shall not be used in any proceeding in which it otherwise may have been utilized. If the teacher refuses to sign the copy of the material to be placed in the file, the Superintendent

**A. Personal Record File (cont'd)**

shall note such refusal in writing and the material will be placed in the personnel file.

4. Teachers shall be informed of any complaint by a parent and/or student which is directed toward them which will become a matter of record.

5. Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record.

6. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the association may, at the teacher's request, accompany the said member in such a review.

7. Written reprimands except those leading to suspensions and/or critical letters or time of a disciplinary nature which do not concern serious misconduct shall be removed from the teacher's file providing that four (4) years have elapsed from the date of the document and provided there are no intervening reprimands, critical letters or disciplinary items during the four (4) year period. A complaint concerning the contents of teacher's file shall be processed exclusively through the grievance procedure.

8. Upon the request by the teacher and subject to he/she bearing cost thereof, said teacher shall be entitled to a photocopy of the contents of his/her personnel file excepting employment references which are labeled confidential.

**B. Evaluation of Bargaining Unit Members**

Procedure

A maximum of three (3) evaluations per work year will be made on bargaining unit members employed on a limited contract. Teachers attaining continuing contract status shall receive one (1) evaluation per work year. Should an area(s) in need of improvement be noted in a first evaluation a second evaluation shall take place during the school year. For a member of the bargaining unit who has deficiencies identified in his/her evaluation from the previous work year, such evaluation shall be completed by March 15. A member of the bargaining unit employed in the last year of a limited teaching contract shall also be evaluated by March 15. All

**B. Evaluation of Bargaining Unit Members (cont'd)**

other members of the bargaining unit shall be evaluated by April 30. Additional evaluations may be requested by the member of the bargaining unit.

All evaluations shall be conducted by the Superintendent, Assistant Superintendent, Administrative Assistant, Principal, Assistant Principal or Director of Program.

The performance of a member of the bargaining unit shall be evaluated in writing. Such evaluation shall be consistent throughout the District and recorded on the attached evaluation form (Appendix B), or alternate form developed by a committee of teachers, that must include association representation, and administrators. All evaluations of bargaining unit members shall be conducted openly and with the full knowledge of the teacher.

Within ten (10) working days following an evaluation of a bargaining unit member, a conference will be held between the teacher being evaluated and the Administrator who conducts the evaluation.

During the conference, the Administrator will provide and review his/her written report covering the classroom evaluation and observation(s). The report will cover all areas observed and evaluated by the evaluator and will include comments as may be applicable to both the strengths and weaknesses of the teacher. The report shall be made in triplicate with one (1) copy to be provided to the teacher, one (1) copy to be retained by the Administrator who made the evaluation, and one (1) copy to be filed in the office of the Superintendent. Each copy will be signed by the observed teacher, thereby acknowledging that the teacher is aware of the contents thereof. Such signature shall not necessarily indicate agreement with the evaluation. If the teacher differs with the content of the evaluation, he/she may respond in writing on the back of the evaluation form. Time will be provided for this purpose at the evaluation conference or such response shall be returned to the evaluator before the end of the school day.

In those instances wherein the written evaluation sets forth performance deficiencies, an opportunity and assistance to undertake correction and improvement will be provided to the teacher within ten (10) working days following the evaluation conference. This opportunity and assistance shall take the form of a nine (9) week improvement plan. A central office Administrator will assist in developing a nine (9) week improvement plan with the building level

## Procedure (Cont'd)

Administrator and the teacher being evaluated. The teacher may call upon the services of a curriculum committee member or department head to formulate the plan which shall be designed to develop objectives and/or strategies to improve the performance problem. Evaluations at three (3) week intervals will be provided to the teacher throughout the implementation of the nine (9) week improvement plan.

Further, the evaluation of a bargaining unit member shall not be subject to the grievance procedure, except to the extent that the procedures in this session were not followed.

### **C. Length of School Day**

1. The length of the work day for certificated personnel in the Steubenville City Schools shall be as follows:

High School & Middle School:

7 hours 10 minutes and shall start no later than 7:40 a.m. and be continuous from the time teachers are required to report.

Elementary Schools:

6 hours 55 minutes and shall start no later than 8:25 a.m. and be continuous from the time teachers are required to report.

2. Such work day shall be inclusive of lunch and planning periods.

3. All teachers shall be at their place of duty twenty (20) minutes before the beginning of school and remain twenty (20) minutes after school unless parental, student or school conferences and/or meetings are scheduled or emergency situations so dictate.

4. Reasonable efforts will be made by the school administration to allow all teachers to have at least ten (10) minutes without students prior to the beginning of the school day.

If it becomes necessary to deviate from the above procedure, all teachers will report to their respective buildings at a time assigned by the building principal or superintendent within compliance with the length of the school day as outlined in #1.

**D. School Year**

The school year shall consist of 185 contract days. It shall be segmented in the following manner:

180 pupil contract days

1 staff clerical days

2 staff development days

2 parent conference days, which shall include 1 full school day and 2 evening conference periods, with 1 scheduled compensatory day.

No central office staff will hold meeting with staff on the semester break clerical days. Building level meetings on such days will be confined to 30 minutes at the beginning of the day.

**E. School Calendar**

Two representatives of the S.E.A. calendar committee shall meet with the Superintendent in early February to discuss and consider mutual concerns pertaining to a school calendar for the following school year. The final responsibility for school calendar development and modification will rest with the Superintendent of Schools.

**F. Building Meetings**

Building meetings which take place after school hours shall not occur more than once every two (2) weeks and shall not last longer than thirty (30) minutes beyond the staff's normal departure time. Such meetings, except for emergency meetings, shall provide twenty-four (24) hours notice to all employees affected.

**G. Non-Teaching Duties**

Bargaining unit members shall have input into the assignment of non teaching duties. However the final decision concerning the assignment of these duties, which will be made on a rotation basis for all staff members in the building, shall rest with the building principal. A bargaining unit member shall be scheduled for a maximum of two (2) duties per week, unless the member voluntarily agrees to work more than two (2) duties per week. A bargaining unit member shall not be scheduled to work more than one (1) duty on the same day, unless the member voluntarily agrees to do so. These scheduled duties include lunchroom duties,

**G. Non-Teaching Duties (cont'd)**

playground duties, bus duties and hall duties. This agreement applies only to elementary buildings that have a minimum of ten (10) teachers assigned to the buildings.

All full time traveling teachers shall be assigned the aforementioned duties at their home base school on a rotation basis by the building principal.

**H. Notice for School Closings and Time for Reporting on Delayed Openings**

A decision by the Superintendent of Schools to close the entire system or a particular building by reason of a health hazard, extreme weather, utility shortage, mechanical failures or for other proper and lawful reasons shall be communicated promptly to the local news media for priority dissemination to students and teaching staff as well as prompt utilization of the K-12 Notification phone system for staff (i.e. prior to dissemination to the news media) or through a phone tree, if the K-12 Notification system contract is not continued. Teachers shall not be required to report for duty when the system or a particular building is closed as stated above; provided, however, that in any system or building closing wherein a twenty-four (24) hour advance notice is provided, the affected teachers may be assigned other duties at the discretion of the Superintendent of Schools. The decision of the Superintendent to delay the commencement of the school day for either the entire system or a particular building due to any of the aforementioned reasons likewise shall be communicated promptly to the local news media for priority dissemination to students and teaching staff. Teachers affected by the notice of a delayed starting time will report to their building twenty (20) minutes prior to the delayed opening of school. In the event of a delayed opening, a modified schedule will be implemented to provide planning time for all teachers. Such planning time shall be pro-rated to the length of the day.

**I. Personal Security**

The Board shall provide each Bargaining Unit Member with a locker or other storage area which can be locked to protect the member's personal belongings.

**J. Traveling Teachers**

The school year and school day shall be the same as for regular teachers. Traveling teachers will be provided with the same duty free lunch and planning period as other bargaining members.

**K. School Telephones**

School telephones are to be used for school related matters only as a general policy. The Board of Education recognizes that staff personnel may experience emergencies throughout the course of the school year. In these cases, staff shall have the right to the use of school telephones. An effort will be made to personally contact the teacher regarding emergency phone calls, as soon as possible after the call is received.

**L. Duty Free Lunch**

The building Principal or supervisor shall insure each employee with a thirty (30) minute, duty free, uninterrupted lunch period.

**M. Grade Book and Lesson Plan**

The Board of Education will provide Grade Books and Lesson Plan Books to instructional staff for use during the school year. It is the obligation of all employees to have plans and grade books current and available for use by substitutes. Principals and supervisors shall review these books periodically throughout the school year and shall return them to the teachers at the end of the school year. Copies of plans shall not be required of any teacher. Under no conditions shall previous year's lessons plans be used as current plans.

**N. Staff Attendance at Community Support Programs or Activities**

Building principals or supervisors shall inform and may encourage teacher attendance for parent or community support programs or activities but no teacher shall be required to attend.

**O. Disciplinary Support**

1. The Steubenville Board of Education recognizes that a teacher, in the course of exercising discipline in the performance of duties, may be subjected to unwarranted verbal abuse and/or physical intimidation by a student and/or parent. In the event of such

**O. Disciplinary Support (cont'd)**

occurrence, the building administrator shall conduct a full review of the incident and make a prompt report to the Superintendent of Schools.

Upon finding that such teacher was wrongfully and substantially aggrieved, the Administration will undertake proper and permissible disciplinary steps against the student and/or will seek corrective action from the offending parent. In the event that the aggrieved teacher should elect to file civil misdemeanor charges against the offending student and/or parent, and subject to the Administration concurring in the judgment that the gravity of the offense warrants such civil action, the Administration shall provide support to the teacher as may be reasonably requested.

2. A Discipline Committee comprised of administrators designated by the Superintendent and bargaining unit members designated by the Steubenville Education Association's Board of Directors shall be formed to develop and review student discipline problems of the district. The Committee shall be comprised of three administrators, three teachers, the SEA President, along with the Superintendent or his or her designee.

The Committee shall meet twice annually and may make recommendations regarding student discipline to the Superintendent. It is the responsibility of the Superintendent to inform the Board of Education of any necessary changes in disciplinary practices or procedures resulting from administrative and/or committee reports.

The District will develop a form to be used to expedite communication between the building principal and staff for the purpose of disciplinary support. These forms will be in operation by November 1, 2001.

3. Nothing in Section O diminishes the rights of a bargaining unit member under the law.

**P. Planning Time**

1. Each teacher will have no less than one hundred fifty (150) minutes student free planning time per five (5) day week, or the pro rate equivalent in weeks having fewer days period. Student Free Planning time shall be exclusive of parent conferences scheduled during the planning time.

2. Planning time shall be continuous during the school day while students are present and shall not be in less than thirty (30) minute time segments daily.

3. Part-time teachers shall receive the above allotted planning time on a pro-rata basis.

4. Parental conferences taking place during planning time will be arranged twenty-four (24) hours prior to the parental conference subject to emergency.

5. In Elementary buildings with public address systems, the principal or designee, will announce p.m. bus departures daily for staff members.

**Q. Prohibition Against Public Criticism**

The Steubenville Education Association and the Steubenville Board of Education recognize the importance of prohibiting public criticism of school system employees.

No criticism of a bargaining unit member, administrator or Board of Education member shall be made on the public address system, in the presence of a pupil or pupils, or directed in public meetings. All critiques shall be as confidential as is appropriate.

Violations of the aforementioned procedures on the part of a bargaining unit member, or administrator would justify implementation of the Progressive Discipline policy contained within the contract.

**R. Vacancies and Transfers**

The decision of the administration concerning filling of vacancies and transfers shall not be subject to the grievance procedure as set forth in Article III, except to the extent that the procedures outlined below are not followed.

1. Posting of Vacancies

a. A vacancy in a bargaining unit position shall exist when:

1. Posting of Vacancies (cont'd)

An employee dies, resigns, retires, terminates employment, transfers, is assigned or promoted; or when a new position is created pursuant to Article I.

b. The Superintendent will post through The Direct Line, a Central Office publication, and the District's website or through notice with the paycheck/paystub, notice of all vacancies which he intends to fill that occur in bargaining unit positions and supplemental positions. Such posting shall include: the position available; the certification/licensure necessary; deadline for application; and the effective starting date. It will not be necessary to post a position as vacant when the number of class sections change between grade levels and when there is no increase in staffing within a particular building. If the above class sections change between grade levels, teachers within the building may request a specific grade level and the school to which the vacancy relates if applicable.

c. No vacancy shall be filled until after five (5) days from the date of posting the position. However, during the school year any position that must be filled for that school year the notice of vacancy shall be posted, but with a waiver of the five (5) days posting period.

d. No vacant bargaining unit position shall be filled with individuals outside of the bargaining unit, including the re-hiring of a retiree, until the position has been posted within the bargaining unit. Bargaining unit members who meet the qualifications stated on the posting will be granted an interview for the position.

e. If a vacancy arises after July 10, and until the first day of school the posting and advertising feature shall be waived.

2. Voluntary

Members who desire a change from their current position can indicate so by completing the Teacher Intention Form in March of each school year, or by completing the Voluntary Transfer Form (Appendix C) within five (5) working days from the date a vacancy is posted. Completing or not completing the Teacher Intention Form shall not restrict bargaining unit members from applying for posted openings at a later date.

**R. Vacancies and Transfers (cont'd)**

Applicants will be given an opportunity to interview with the Superintendent or his designee for the position. All candidates shall receive notification of the decision within ten (10) days, after a decision is made.

In the filling of vacancies and reassigning staff, the Superintendent will consider qualifications and suitability of the assignment and the Superintendent will act in conformity with the Negotiated Agreement. After these primary considerations, the Superintendent may consider past assignments, system seniority and teacher preferences.

**3. Involuntary**

An involuntary transfer will take place only after a meeting with the superintendent of school or his designee. In cases involving involuntary transfer, the wishes of the individual will be reviewed. However, the assignment will be based on the best interests of the school system as determined by the Superintendent or his designee. Further, the teacher designated as the involuntary transferee shall be provided with written reasons for the transfer before the transfer occurs.

Prior to June 1st of each school year, each principal shall meet with any bargaining unit member for whom a change in assignment for the following school year, is probable.

A written notice of assignment shall be given to each bargaining unit member prior to July 31.

Any changes in assignment necessary following written notification will be subject to the involuntary transfer provision contained herein. Only unforeseen circumstances shall necessitate some re-assignment later than July 31.

The failure of the Administration/Board to comply with the procedure herein before set forth shall render such action invalid.

The decision of the administration concerning filling of vacancies and transfers shall not be subject to the grievance procedure as set forth in Article III.

A bargaining unit member can be involuntarily transferred only once during the term of this Agreement unless additional transfers are necessary and reasonable to meet the educational needs of the district.

**S. After School Inservice**

After school inservices will be attended by those teachers who choose to attend. Those in attendance will be paid \$20.00 per hour for the duration of this contract. This does not include C.E.U. offered options.

**T. Committees**

a. Terms and Conditions

No bargaining unit member shall be assigned to more than two (2) committees initiated by the Superintendent or Central Office personnel, exclusive of curricular committees during the course of a school year. Bargaining unit members may be assigned more than two (2) committees with the permission of that bargaining unit member.

b. Advisory Committees

A Superintendent's Advisory Committee consisting of Board, Administration Staff, Community members and students shall meet on several occasions throughout each school year. The S.E.A. President and his/her appointee shall serve as a member of this committee.

The Superintendent and Central Office Administrator shall meet in October and May of each school year with the S.E.A. President and his/her assigned eight member committee to discuss mutual concerns and issues pertaining to the school system.

**U. Local Professional Development Committee**

The Local Professional Development Committee shall be established under the following guidelines:

1. The LPDC shall consist of five (5) members, three (3) selected by the SEA and two (2) appointed by the Superintendent.
2. The term of office for members serving on the committee shall be three (3) years. Initially, the appointments shall be staggered as two (2) teacher members shall be appointed for a two (2) year term and one (1) teacher for a three (3) year term. Each appointment, if renewed, shall be for three (3) years. The Superintendent

**U. Local Professional Development Committee (cont'd)**

shall designate one (1) person for a two (2) year term and one (1) for a three (3) year term.

3. LPDC members shall receive a stipend of \$1,200.00 for each year in which they serve the full year. LPDC members will be permitted one (1) excused absence or one (1) tardy in excess of fifteen (15) minutes. Subsequent infractions will result in a loss of pay at the rate of \$100.00 per infraction.
4. Meeting space, file storage facilities and clerical help as needed shall be provided.
5. The LPDC shall establish its by-laws and operating procedures in keeping with the laws of the State of Ohio.

**V. Class Size**

The SEA and the Administration have agreed on the following class size goals to promote smaller class size to the greatest extent possible in the district.

1. Elementary class size goal – not to exceed an average of 24 students in the primary and an average of 25 students in the intermediate grades with an effort not to exceed 27 in any academic class or 40 in any activity class.
2. Middle School class size goal – average class size is not to exceed an average of 25 students with a maximum of 29 students in any one class period, or 40 in any activity class.
3. High School class size goal – Average class size is not to exceed an average of 27 students with a maximum of 29 students in any one period, or 40 in any activity class with the exception of music and P.E.

The progress toward goal achievement shall be monitored and evaluated at SEA/Administration meetings during the school year. Areas of concern where the goal is not being reached will be discussed and a remedial plan of correction will be implemented by the administration.

**W. Number of Courses Assigned at the High School**

It will be the goal of the administration that teachers at the high school level shall have no more than four (4) different courses per semester for which they must prepare. However, no teacher shall have more than five (5) different courses per semester for which they must prepare.

## **ARTICLE IX**

### **A. Maintenance of Standards**

Except as they may be in conflict with the law, the terms, conditions, provisions and benefits of employment as set forth in this agreement, together with any that hereafter may be provided by Administrative or Board directive, shall be maintained throughout the term of this agreement.

### **B. Severability**

If any provision of this document or any application to the document to any bargaining unit member shall be found contrary to law by a court of competent jurisdiction then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

The parties shall meet within sixty (60) days by demand of either party, to negotiate the necessary changes to make the contract whole.

### **C. Tuition Waiver**

Employees, who live outside the Steubenville City School system's boundaries, shall have the opportunity to enroll their children in the Steubenville City Schools. The employee will assume no tuition of the said student(s).

### **D. Latchkey Services for Employees**

If a latchkey program is offered by the school district, members of the bargaining unit shall not be charged for latchkey services for their own children during one-half (1/2) hour before they are required to report for work and during one-half (1/2) hour after they are released from work.

**E. No Reprisals**

There shall be no reprisals of any kind taken against any bargaining unit member by reason of their membership in the Association or participation in any of its activities.

## ARTICLE X

### **A. Rehiring Retired Teachers**

For any bargaining unit member who retires under STRS and subsequently is re-employed in the district, the following terms and conditions relating to his/her employment will prevail:

1. For purposes of this Article, a Retiree is an individual who has attained service retirement status with the STRS and is qualified by certification/licensure to be employed as a teacher in Ohio.
2. Where a teaching vacancy exists, the Board may consider and employ a Retiree after the position has been subject to Article VIII, Section R. Vacancies and Transfers.
3. A Retiree shall be paid the negotiated annual salary at Step 0 in the BA Degree Column according to the Salary Schedule that is in effect in Article V. There shall be no advancement beyond Step 0 for subsequent years of employment.
4. A Retiree shall receive a one-year limited contract, which shall expire automatically at the end of the term. Continuation of employment of a Retiree through offering new one-year limited contracts, which automatically expire annually, shall be at the election of the Board and upon recommendation of the Superintendent.
5. A Retiree shall accumulate and may use sick leave in accordance with Article VI, Section F of this Agreement, but is not entitled to severance pay under Article V, Section K. A Retiree shall be advanced ten (10) days of sick leave upon initial employment but he/she may accumulate not more than fifteen (15) days of sick leave for that year. Sick leave will not carry over into subsequent years of employment.
6. A Retiree will not be entitled to personal leave or personal leave benefits.
7. Retirees are members of the bargaining unit and shall be entitled to the rights, terms and conditions of the employment afforded to such members in this Agreement, unless expressly stated otherwise in this Article.
8. This language specifically supersedes the Ohio Revised Code.

**B. Half-time Class Size Reduction Teacher**

The half-time class size reduction teacher, hereinafter known as CSR Teacher will be employed in a one year half-time teaching position to be hired by the Steubenville City School System to reduce class size in the Elementary schools and other schools in the district. A teacher hired for this position shall work 210 minutes a day in the schools, compared to a 415 minute teaching schedule for a full time teacher. If additional teaching work (i.e. not including tutoring or subbing for another teacher) beyond the 210 minutes a day is necessary and/or found for any CSR, then such teacher shall be paid in accordance with the salary schedule in effect in Article V. Said teacher shall also receive all rights and benefits of this agreement. If the teacher is tutoring or subbing, she/he will be paid twenty dollars (\$20) an hour or ½ day substitute wages whichever is more for that particular work. The following terms and conditions relating to the CSR teaching position will prevail.

1. The CSR program is federally funded and the positions will exist only as long as the federal funds are available for this program.
2. A CSR Teacher shall be paid at .5 F.T.E. the negotiated salary at Step 0 in the BA Degree Column according to the Salary Schedule that is in effect in Article V.
3. A CSR Teacher shall receive a single insurance plan provided by the district. If a CSR teacher elects to not receive health insurance benefits through the district, due to being covered under a spouse's insurance, said teacher shall receive 50% of the voluntary waiver amount, as specified in Article VI(A) 6(b).
4. SEA dues will be based on OEA/NEA guidelines for Class Size Reduction teaching positions.
5. Each year the CSR teacher will be automatically non-renewed.
6. The CSR teacher will be evaluated and have the first opportunity to interview for full-time positions in Steubenville City Schools should they become open.
7. A CSR teacher shall be advanced ten (10) days of sick leave upon initial employment, but he/she may accumulate not more than fifteen (15) days of sick leave for that year. Sick leave will not carry over into subsequent years of employment.
8. If a Retiree is hired as a CSR teacher, Article IX, Section A will take precedence.

**B. Half-time Class Size Reduction Teacher (cont'd)**

9. There shall be no more than eight (8) CSR Teachers working during a school year.

## ARTICLE XI

### A. Master Teacher Program

To encourage the professional growth of teacher and to comply with the requirements of Ohio Revised Code.

1. The District's LPDC Committee shall continue to oversee the District's Master Teacher program. Committee members shall be paid \$20.00 per hour for work associated with the Master Teacher Program.
2. Any bargaining unit member who is successful in achieving "master teacher" designation shall receive eighteen (18) C.E.U.'s.

## ARTICLE XII

### A. Resident Educator Program

The parties agree that the Steubenville City Schools shall comply with all requirements for the Resident Educator Program as specified by the Ohio Department of Education and any additional statutory requirements;

The following shall also govern the District's administration of the program:

#### 1. Mentors

To the greatest extent possible, the Mentor Teacher shall be a classroom teacher in the same grade level or subject area as the Resident Educator, and shall be trained to act as mentor through the Ohio Department of Education Instructional Mentoring program. Should no Mentor for the same grade level or subject area be available, a Mentor will be assigned who is in the area most closely related to that of the Resident Educator. Selection of Mentors shall be made by the Superintendent or his/her designee.

#### 2. Restrictions and Protections

- a. All good faith efforts shall be made to ensure that each Mentor Teacher is assigned only one (1) Resident Educator.
- b. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
- c. Mentor Teachers shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator, nor shall a Mentor voluntarily provide such information or recommendation. If a Mentor Teacher makes any employment recommendation, such action shall constitute grounds for immediate removal from his/her role as a Mentor.

3. Compensation

- a. In addition to the required release time, each Mentor Teacher shall receive \$20.00 per hour for time spent on mentoring work as approved by the administration.
- b. The district will pay all training fees required for Mentors to receive the mandatory ODE State mentor training.

4. Program Review and Revisions

Association and Board representatives may meet to discuss the program's implementation and any needed changes prior to the next school year.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the Steubenville City School District Board of Education ("Board") and the Steubenville Education Association ("Association") on this 16<sup>th</sup> day of September, 2011.

The Board and the Association hereby agree that the language in the Negotiated Agreement concerning evaluations, as found in Article VIII (B) shall be as follows:

### ARTICLE VIII

#### **B. Evaluation of Bargaining Unit Members**

##### Procedure

A maximum of three (3) evaluations per work year will be made on bargaining unit members employed on a limited contract. Teachers attaining continuing contract status shall receive one (1) evaluation per work year. Should an area(s) in need of improvement be noted in a first evaluation a second evaluation shall take place during the school year. For a member of the bargaining unit who has deficiencies identified in his/her evaluation from the previous work year, such evaluation shall be completed by March 15. A member of the bargaining unit employed in the last year of a limited teaching contract shall also be evaluated by March 15. All other members of the bargaining unit shall be evaluated by April 30. Additional evaluations may be requested by the member of the bargaining unit.

All evaluations shall be conducted by the Superintendent, Assistant Superintendent, Administrative Assistant, Principal, Assistant Principal or Director of Program.

The performance of a member of the bargaining unit shall be evaluated in writing. Such evaluation shall be consistent throughout the District and recorded on the attached evaluation form (Appendix B), or alternate form developed by a committee of teachers, that must include association representation, and administrators. All evaluations of bargaining unit members shall be conducted openly and with the full knowledge of the teacher.

Within ten (10) working days following an evaluation of a bargaining unit member, a conference will be held between the teacher being evaluated and the Administrator who conducts the evaluation.

During the conference, the Administrator will provide and review his/her written report covering the classroom evaluation and observation(s). The report will cover all areas observed

copy to be provided to the teacher, one (1) copy to be retained by the Administrator who made the evaluation, and one (1) copy to be filed in the office of the Superintendent. Each copy will be signed by the observed teacher, thereby acknowledging that the teacher is aware of the contents thereof. Such signature shall not necessarily indicate agreement with the evaluation. If the teacher differs with the content of the evaluation, he/she may respond in writing on the back of the evaluation form. Time will be provided for this purpose at the evaluation conference or such response shall be returned to the evaluator before the end of the school day.

In those instances wherein the written evaluation sets forth performance deficiencies, an opportunity and assistance to undertake correction and improvement will be provided to the teacher within ten (10) working days following the evaluation conference. This opportunity and assistance shall take the form of a nine (9) week improvement plan. A central office Administrator will assist in developing a nine (9) week improvement plan with the building level Administrator and the teacher being evaluated. The teacher may call upon the services of a curriculum committee member or department head to formulate the plan which shall be designed to develop objectives and/or strategies to improve the performance problem. Evaluations at three (3) week intervals will be provided to the teacher throughout the implementation of the nine (9) week improvement plan.

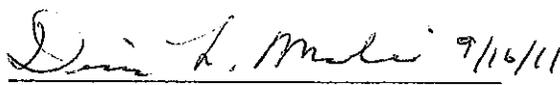
Further, the evaluation of a bargaining unit member shall not be subject to the grievance procedure, except to the extent that the procedures in this session were not followed.

IN WITNESS WHEREOF, the parties hereby signify their agreement by affixing the signatures of their respective representatives below:

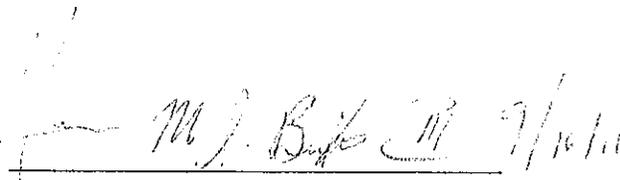
FOR THE BOARD:

 9/16/11  
Superintendent

FOR THE ASSOCIATION:

 9/16/11  
Association President

  
Negotiating Team Member

 9/16/11  
Negotiating Team Member

**INFORMAL MEETING**

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

BUILDING: \_\_\_\_\_

ADMINISTRATOR: \_\_\_\_\_

DESCRIBE COMPLAINT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*SIGNATURES OF THOSE PRESENT AT MEETING:

Date	Signature

\*Signing this form only means that an informal meeting has taken place, and is not to be construed that the parties are necessarily in agreement over the complaint.

**GRIEVANCE - STEP I**

Grievance No. \_\_\_\_\_

NAME OF GRIEVANT \_\_\_\_\_

DATE OF FILING \_\_\_\_\_

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

Date of Event Giving Rise of Grievance \_\_\_\_\_

Section(s) of Agreement Allegedly Violated \_\_\_\_\_

(This Statement must address each of the specific provisions of the Agreement allegedly violated.)

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal/Superintendent

**SUBMIT COPIES TO:**

1. Immediate Supervisor
2. Superintendent
3. Association President or Designee
4. Grievant

2. **GRIEVANCE - STEP II** \_\_\_\_\_  
**STEP III** \_\_\_\_\_  
**Grievance No.** \_\_\_\_\_

Date Disposition Received at Step I \_\_\_\_\_

Reason for Appeal to Step II \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grievant

**SUBMIT COPIES TO:**

1. Immediate Supervisor
2. Superintendent
3. Association President or Designee
4. Grievant

**3. GRIEVANCE - STEP IV (ARBITRATION)**

Grievance No. \_\_\_\_\_

Date Disposition Received at Step II \_\_\_\_\_

Reason for Appeal to Step III  
(Arbitration) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grievant

**SUBMIT COPIES TO:**

1. Immediate Supervisor
2. Superintendent
3. Association President or Designee
4. Grievant

**REPORT ON  
PRINCIPAL'S TEACHING ANALYSIS VISIT**

School: \_\_\_\_\_

Date of Visit: \_\_\_\_\_

Teacher: \_\_\_\_\_ Class \_\_\_\_\_

Hour: From: \_\_\_\_\_ To: \_\_\_\_\_

1. Describe work actually in progress.
  
  
  
  
  
  
  
  
  
  
2. Describe classroom management.
  
  
  
  
  
  
  
  
  
  
3. Comment on methods, techniques, and procedures.
  
  
  
  
  
  
  
  
  
  
4. Points of strength.
  
  
  
  
  
  
  
  
  
  
5. Areas in need of improvement.

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\*Please use other side for comment.

**VOLUNTARY TRANSFER FORM**

Position Applied For \_\_\_\_\_

Date Position Posted \_\_\_\_\_

I am hereby applying for the above mentioned vacant position that was posted by the Steubenville City School District.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date of Application

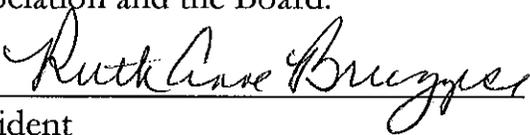
**EFFECTS OF THE AGREEMENT**

The terms of this agreement shall be from the first (1st) day of September 1, 2011 through August 31, 2014.

This Agreement represents the full understanding and commitment between the parties and replaces all previous Agreements. This Agreement may be added to, deleted from, or otherwise changed only by written amendment properly ratified and executed by both parties.

Should there be a conflict between any provision of this Agreement and any Board policy or practice, then this Agreement shall prevail.

No later than sixty (60) day subsequent to the execution of this Agreement, copies of this Agreement shall be printed and the cost of such printing shall be shared between the Association and the Board.

  
\_\_\_\_\_  
President  
Steubenville Board of  
Education

  
\_\_\_\_\_  
Superintendent of  
Schools  
  
\_\_\_\_\_  
Chief Negotiator

  
\_\_\_\_\_  
Diana Mankowski, President  
Steubenville Education  
Association

  
\_\_\_\_\_  
Uniserve Representative  
Negotiating Team  
Herman Burkett  
Pamela DiDomenico

9/16/11  
Date

9/16/11  
Date