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MASTER AGREEMENT

BETWEEN THE

**ST. CLAIRSVILLE
BOARD OF EDUCATION**

AND

THE

**ST. CLAIRSVILLE
EDUCATION ASSOCIATION**

2012- 2014

INDEX

ARTICLE I	RECOGNITION.....	1
ARTICLE II	NEGOTIATIONS PROCEDURE.....	2
ARTICLE III	RIGHTS OF INDIVIDUALS.....	3
ARTICLE IV	GRIEVANCE PROCEDURE.....	4
ARTICLE V	ASSOCIATION RIGHTS.....	6
ARTICLE VI	WORKING CONDITIONS.....	10
ARTICLE VII	COMPLAINT PROCEDURE – PROFESSIONAL STAFF.....	12
ARTICLE VIII	TEACHER EVALUATION.....	13
ARTICLE IX	PERSONNEL FILE.....	14
ARTICLE X	VACANCIES AND REASSIGNMENTS.....	14
ARTICLE XI	REDUCTION IN STAFF.....	16
ARTICLE XII	SCHOOL CALENDAR.....	18
ARTICLE XIII	SCHOOL DAY.....	18
ARTICLE XIV	TEACHER’S CONTRACTS.....	19
ARTICLE XV	LEAVES.....	20
ARTICLE XVI	PAYROLL DEDUCTIONS.....	27
ARTICLE XVII	PAY PERIODS.....	27
ARTICLE XVIII	COURSE WORK REIMBURSEMENT.....	28
ARTICLE XIX	INSURANCE.....	29
ARTICLE XX	SEVERANCE PAY.....	30
ARTICLE XXI	BOARD “PICK UP”.....	31

ARTICLE XXII	SALARY.....	32
ARTICLE XXIII	SUPPLEMENTAL SALARIES.....	34
ARTICLE XXIV	MANAGEMENT RIGHTS.....	39
ARTICLE XXV	MAINTENANCE OF STANDARDS.....	39
ARTICLE XXVI	PROVISIONS CONTRARY TO LAW.....	39
ARTICLE XXVII	EQUAL OPPORTUNITY.....	39
ARTICLE XXVIII	RETIREMENT	40
ARTICLE XXIX	NEW STEP PLACEMENT.....	41
ARTICLE XXX	COMMITTEES.....	41
ARTICLE XXXI	PROFESSIONAL LEARNING AND NEEDS TEAM (PLAN)....	43
ARTICLE XXXII	REIMBURSEMENT TO VAN DRIVERS.....	44
ARTICLE XXXIII	SENIORITY.....	44
ARTICLE XXXIV	PROFICIENCY TUTORS.....	45
ARTICLE XXXV	DURATION OF CONTRACT.....	46
	MEMORANDUM OF UNDERSTANDING – TECHNOLOGY ACCEPTABLE.....	47
	MEMORANDUM OF UNDERSTANDING – CREDIT FLEXIBILITY PROGRAM	49
	MEMORANDUM OF UNDERSTANDING – SENIORITY.....	51
	MEMORANDUM OF UNDERSTANDING-REDUCTION IN FORCE.....	52
	MEMORANDUM OF UNDERSTANDING-EVALUATION DEVELOP COMM.....	53
	APPENDIX A - VERIFICATION REPORT – INFORMAL STEP	54
	APPENDIX B - GRIEVANCE REPORT FORM.....	55
	APPENDIX C - NOTICE OF VIOLATION.....	57
	APPENDIX D - COMPLAINT PROCEDURE-PROFESSIONAL STAFF FORM	58

APPENDIX E – REQUEST FOR SICK LEAVE DONATION PROGRAM.....	59
APPENDIX F – AUTHORIZATION OF DONATION TO SICK LEAVE DONATION PROGRAM.....	60
APPENDIX G - SUMMARY OF BENEFITS.....	61

THIS AGREEMENT entered into this _____ day of _____, 2012, by and between the Board of Education of The St. Clairsville-Richland City School District, hereinafter the "Board," and the St. Clairsville Education Association OEA/NEA-Local, hereafter the "Association";

WITNESSETH:

ARTICLE I

RECOGNITION

1.1 Recognition of the Association

The St. Clairsville Board of Education, hereafter "Employer" or "Board" hereby recognizes the St. Clairsville Education Association OEA/NEA-Local, hereafter the "Association"/"Union" as the sole and exclusive bargaining representative, for the purpose of and as defined in Chapter 4117 Ohio Revised Code, for all professional, non-supervisory, personnel (as certified by the State Employment Relations Board) for all full time and regular part time certificated personnel who are currently performing bargaining unit work, including, by way of illustration only but not limitation, classroom teachers (K-12, adult, special, vocational, and full time substitutes), guidance counselors, librarians, media and program specialists, school nurses, coordinators, department heads, and tutors. The Union recognizes that the Superintendent, Assistant Superintendent, Assistant Principals, Principals, and other Administrative Personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The Employer recognizes that the Union representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

1.2 Recognition of the Board

The Association recognizes the Board as the lawfully elected body charged with the establishment of policies for public education in the St. Clairsville School District and as the Employer of all certificated personnel of the school system

1.3 Recognition of the Superintendent

The Association and Board recognize the Superintendent as the Chief Executive Officer and primary professional advisor of the Board.

ARTICLE II

NEGOTIATIONS PROCEDURES

2.1 Procedures

- a. Each party shall designate a negotiations team of up to five (5) persons. All negotiations shall be conducted between said teams. Each party will also be allowed up to two (2) observers, who may not participate in discussions.
- b. Bargaining teams shall be empowered to make proposals and counterproposals, to consider proposals and counter-proposals, and to indicate tentative agreement on behalf of the parties.
- c. The parties agree to bargain in good faith. Good faith shall be defined as the obligation of the parties to deal openly and fairly with each other in a sincere effort to reach agreement upon the matters being negotiated. Such obligation does not compel either party to agree or make a concession but both parties are obligated to make written counterproposals to negotiable issues placed on the table for discussion and to give reasons for these counterproposals.
- d. Either party may request opening of negotiations at least 90 days prior to the expiration of this contract.
- e. Both parties shall meet and exchange complete written proposals at least seventy-five (75) days prior to the expiration of the contract.
- f. A mutually convenient meeting shall be held no later than sixty (60) days prior to the expiration of the contract.
- g. At the first meeting, the bargaining teams shall establish an agenda of items for negotiations. No additional items shall be added to the agenda after the first meeting unless mutually agreed to by both parties.
- h. Meetings shall be held in executive session unless otherwise mutually agreed. Meetings shall not exceed five (5) hours and meetings subsequent to the first meeting, shall be held at times mutually agreeable to the parties.
- i. The parties may appoint joint ad hoc study committees to research and study proposals, and to make recommendations on matters under consideration. The committees shall report all findings to both parties. Any cost will be mutually shared.
- j. Each party shall have the right to recess its group for independent caucus at any time for a period of one (1) hour or as the parties otherwise mutually agree. Either party may call upon professional and lay consultants to assist in negotiations and may use its consultants in the manner it deems necessary. Each party agrees to pay for the services of consultants which it obtains.
- k. As negotiation items receive tentative agreement, the complete article shall be reduced to writing and initialed by each party.
- l. Both parties agree not to release information concerning negotiations to persons or groups not immediately concerned in negotiations without mutual consent.
- m. The Association and the Board will alternate providing final typed copies of items mutually agreed upon.

- n. The Board and the St. Clairsville Education Association will share equally the cost of providing printed contracts to all parties in the bargaining unit, the Board and the Administration.

2.2 Scope of Bargaining

Wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement.

2.3 Agreement

- a. When tentative agreement is reached between the teams, it shall be submitted to the St. Clairsville Education Association and the Board for approval. Both parties agree to act on approval at the next regular or special meeting, provided the Board shall not act prior to the action by the St. Clairsville Education Association. Following approval by both parties, the agreement shall be signed by both parties. The resulting contract shall be binding on both parties.
- b. The representative teams from both parties shall have the power to negotiate without delays to consult total membership of the respective groups. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

2.4 Disagreement

Thirty (30) days prior to the expiration date of this Agreement, the parties will notify Federal Mediation and Conciliation Services (FMCS) of such negotiations. From that point (30 days prior), should an impasse occur, either party shall have the right to request the assistance of FMCS. In the event that agreement is not reached by the expiration date of this agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D(2) and Section 4117.18(C) of the Ohio Revised Code.

ARTICLE III

RIGHTS OF INDIVIDUALS

- 3.1 Nothing herein contained shall prohibit certificated employees from presenting their own views to the Superintendent. However, such expressed opinions shall not be an indication of the views of other bargaining unit members.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 Definition

- a. A "grievance" is the allegation of a teacher, a group of teachers, or the bargaining agent that the provisions of this Agreement have been misinterpreted, violated or misapplied.
- b. The grievant or aggrieved. The term "grievant" or "aggrieved" shall include all members of the bargaining unit, any group of members acting as a class, or the bargaining agent itself acting on behalf of itself or for any member or group of members.
- c. Days. "Days" as used in this procedure shall be working days during the school year and Monday through Friday during summer vacation exclusive of negotiated or federally recognized holidays.
- d. Representative or Representation. "Representation" or "representative" as provided for in this section shall be: an association representative.

4.2 Rights of the Grievant

- a. A grievant may appear on his own behalf or may be represented at any and all steps of the Grievance Procedure, by the bargaining agent, or by counsel, or by any other person of the aggrieved's choice. The Association will be notified of all formal meetings at Steps I-III. The submission of all grievance report forms must be acknowledged at each step.
- b. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal.
- c. Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any governmental agency, regulatory body, or any court of law with jurisdiction over this school district.
- d. No grievance may be submitted to arbitration without the consent of the bargaining agent.
- e. If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members or the bargaining agent, it may be submitted at Step II described herein.
- f. Any grievance not settled at an informal level shall be reduced to writing, shall state such relief sought, and the specific section or sections of the agreement violated, misinterpreted or misapplied.
- g. Any grievance may be dealt with by the grievant seeking redress with the immediate supervisor; however, this informal procedure does not preclude the filing of any grievance at any appropriate formal step. The resolution at the informal step shall not create precedent(s) for the Board or the Association.
- h. A grievant shall not be placed in jeopardy or be subject for reprisal or discrimination for having followed or utilized this Grievance Procedure.
- i. Copies of the documents pertaining to a grievance which have been filed shall be placed only in the confidential files of the Treasurer of the Board and President of the Association. The Treasurer shall make these available only to members of the Board, the Superintendent, and/or by Court order. All proceedings shall be destroyed after three (3) years.

- j. Time Limits. Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties. Failure at any step of this procedure to communicate the disposition of a grievance within the time limits provided shall grant the relief sought. Lack of adherence to time limits by grievant shall bar the grievance and act as a waiver of grievant's right to proceed.
- k. The aggrieved, irrespective of the step at which grievance is entered, shall be granted a minimum of thirty (30) days in which to make the first filing.

4.3 Procedural Steps

- a. Informal Step – If a potential grievant believes there is basis for an eligible grievance, the potential grievant must first discuss the matter with an immediate supervisor in an effort to resolve the problem informally. Such discussion must take place within twenty (20) days after the alleged grievance occurs. The immediate supervisor shall provide the aggrieved with an answer within five (5) days of the informal discussion and the potential grievant and the immediate supervisor shall execute a Verification Report as identified in Section 4.5 (a) if the matter is not resolved through the informal step.
- b. Step I – If the informal discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a formal claim to his/her immediate supervisor by submitting a completed Grievance Report form. If such Grievance Report is not filed within five (5) days of the date of the receipt of the answer from the immediate supervisor, the grievance shall no longer exist. Within five (5) days of receipt of the grievance, the immediate supervisor shall meet with the aggrieved and the aggrieved's representative(s), if elected by the aggrieved, in an effort to resolve the matter. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the report form and returning it to the aggrieved and the bargaining agent. If such disposition is not timely filed, the grievance shall be sustained.
- c. Step II – If the aggrieved is not satisfied with the disposition of the grievance in Step I, the grievant and/or the bargaining agent shall complete the Grievance Report Form, Step II, and submit the grievance to the Superintendent. Failure to file such Step II report within five (5) days following the receipt of the immediate supervisor's disposition of the grievance shall be deemed a waiver of the right of appeal. Within five (5) days of receipt, the Superintendent and/or designated representative shall meet with grievant and/or his/her representative to resolve the matter. Within five (5) days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing his/her portion of Step II and forwarding it to the aggrieved. The bargaining agent shall be notified in writing of said disposition. If such disposition is not timely filed, the grievance shall be sustained.
- d. Step III – If the aggrieved is not satisfied with the disposition of the grievance at Step II, he/she may within five (5) days submit the grievance to Step III – The Board of Education. The Board shall, at their next regular or special Board meeting, conduct a hearing in executive session. The Board shall render their decision in writing within five (5) days of the hearing. If said decision is not timely filed, the grievance shall be sustained.

e. Step IV

- (i.) If the aggrieved is not satisfied with the disposition of the grievance at Step III, he/she may within five (5) days submit the grievance to arbitration by a single arbitrator by the American Arbitration Association whose labor arbitration rules and regulations shall likewise govern the proceedings. The arbitrator may not add to, alter, or delete from the terms of Board Policy or terms of the negotiated items. The arbitrator shall have all power and remedies within lawful statutes, the terms of this agreement, and the applicable rules of the American Arbitration Association to render a binding award to the parties. In cases where the arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to a ruling by the arbitrator on the merits of the issue.
- (ii.) The arbitration hearing shall be conducted at a mutually agreeable site in proximity to St. Clairsville, Ohio. A stenographic record of the arbitration proceedings shall be taken through a mutually acceptable court reporter service.
- (iii.) The cost of the services of the arbitrator, hearing location and court reporter services shall be equally shared between the Board and the Association. Notwithstanding the foregoing, each party shall bear the cost and expense of any witness appearing before the arbitrator called on behalf of that party and the cost of representation of each party.
- (iv.) In the alternative and by mutual agreement, no later than fourteen (14) days in advance of the arbitration hearing, each party shall submit to the arbitrator and exchange with one another, their respective last, best offers on all issues to be submitted to the arbitrator, exclusive of arbitrability. Following the hearing, the arbitrator shall then be limited to awarding only one or the other of the two positions taken as a whole and not on individual issues within the positions.

4.4 Grievance forms shall be available at all administrative offices, from all building representatives and all other SEA officers.

4.5 Forms

- a. Verification Report Informal Step, see Page 54
- b. Grievance Report Form, see Page 55
- c. Grievance Decisions and Signature Page, see Page 56

ARTICLE V

ASSOCIATION RIGHTS

5.1 Exclusive Rights

Rights of the Association as the employee representative shall entitle the Association certain exclusive rights. Only the Association shall have the following rights:

- a. The building representative of the Association in each individual school will have the use of a bulletin board area, designated for Association business. Such area will normally be located in the teachers' lounge.

- b. Time at Faculty Meetings – Representatives of the Association may make announcements at School Faculty Meetings at such time as may be designated by the Principal.
- c. Use of Building PAs – Representatives of the Association may submit announcements to the school building principal to be made on the school building public address systems. Permission for such announcements to be made shall not be withheld as long as they are presented at least ten (10) minutes prior to regular building announcements and do not disrupt the educational process.
- d. Use of School Equipment – The Association building representatives will have permission to use school equipment and buildings provided that:
 - (1) Request is made and use arranged for in advance.
 - (2) All equipment will be checked as to condition by the building principal or his/her designated representative and the Association building representative prior to its use so that, in the event of damage or breakage, the Association will be responsible to repair or, if necessary, to replace such equipment.
 - (3) Supplies in connection with such equipment used will be furnished or paid for by the Association.
- e. Board Meetings – A copy of the official agenda of each Board meeting shall be given to the Association at the same time it is given to the news media. Two (2) representatives of the Association shall be accorded the same seating privilege as the press at regularly scheduled or special meetings of the Board. A representative of the Association shall be permitted to address the Board during the hearing of the public. Normally, the subject of such address shall have been communicated to the Superintendent at least twenty-four (24) hours prior to the Board meeting. Minutes of Board meetings will be made available to the Association. The Association will be normally notified twenty-four (24) hours in advance of any special Board meeting. Notification may be given by the Treasurer or any person acting in behalf of or under the authority of the Treasurer. Notification can be oral or written, or both. Oral notification means notification given orally either in person or by telephone directly to the person for whom such notification is intended, or by leaving an oral message for such person with an adult at the address, or if by telephone at the telephone number of such person as shown on the list provided to the Treasurer by the Association. Written notification means personal delivery to the person for whom the notice is intended; or leaving the same in his school mailbox not later than the end of the school day on which the meeting will be held; or leaving the same at the address set forth on the list provided to the Treasurer by the Association; or by regular U.S. Mail, postage prepaid, to said address, with reasonable assurance of delivery prior to the meeting. At the beginning of each school year, the Association shall provide a list of not more than four (4) persons, who are members of the organization, to whom such notice may be given. The list shall include the person's name, mailing address, and the telephone number at or through which the person can be reached during and outside of school hours. Notification to any one person on the list is sufficient. The list provided by the Association may be relied upon by the Board as accurate and complete unless otherwise notified in writing by the Association. A reasonable attempt at notification shall constitute notification. The names of other persons on the list shall not be changed more than once in any calendar year.
- f. Names and Addresses of New Employees – Names and addresses of newly employed professional staff members will be provided to the Association upon request following

Board approval of their contract, unless the professional staff member specifically requests otherwise in writing.

- g. New Teacher Orientation – Whenever a general orientation meeting for new teachers is held, the Association may participate in the following way: fifteen minutes will be granted for such participation after the administration has completed its program.
- h. Inter- School Mail – The Association shall be serviced by the Board's inter-school mail pick-up and delivery system.
- i. Supplies and Materials – The Association may purchase supplies and materials from the Board's supplies at the price paid by the Board if such supplies are available.

5.2 Leave for Association President

The President or designee of the Association shall be granted up to three and one-half (3 ½) days of leave to conduct local, state or national Association business. Such leave will not be charged to any other negotiated leave provisions. Application for such leave must be made at least five (5) days in advance where feasible, and must be for at least a half day. Additional days may be granted at the Superintendent's discretion. If a substitute for the President or designee is deemed necessary, then the Association shall pay for the cost of such substitute.

5.3 Staff Directory

The administration shall make available by November 1 to all professional staff members a directory listing the names, addresses, phone numbers and job assignments on record of all certificated employees of the Board, except employees who have specifically requested that they not be listed in this directory.

5.4 Printing and Providing Copies of Contract

The Association shall provide a copy of this contract to the bargaining unit members. The Board shall share equally the expense of printing copies of the contract.

5.5 No Reprisal Clause

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

5.6 Guarantee Leave for Association Conferences, Conventions and Work

The Board may authorize two (2) delegates of the Association a maximum of two (2) total days of absence without loss of pay per year (September 1 through August 31) to serve on programs or in official representative capacity at Association meetings, conferences or conventions. Should any Association members be elected as delegate at large, such person may accompany the two (2) delegates under the same conditions. To be valid, a request for use of such leave must be submitted by the President of the Association to the Superintendent or his designee, at least fifteen (15) days in advance unless there is an emergency or a special meeting which makes such notice impossible. The Board shall not be responsible for any expense. Additional days for such leave must be requested and approved by the Superintendent.

5.7 Classroom Visitations

No person shall interfere with or disrupt any teacher or class during the "school day," as for example, by calling the teacher out of class, etc. unless expressed permission to do so is given by the building principal.

5.8 Contractual Guarantee of Rights Under Law

Nothing contained herein shall deny a professional staff member rights they may have under the law if those rights are not superseded by this master agreement.

5.9 Right to Fair Share Fee

- a. Payroll Deduction of Fair Share Fee – The Board shall deduct from the pay of regular full time members of the bargaining unit (substitutes are excluded) who elect not to become or to remain members of the St. Clairsville Education Association, a fair share fee for the Association’s representation of such nonmembers during the term of this contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association’s work in the realm of collective bargaining.
- b. Notification of the Amount of Fair Share Fee – Notice of the amount of the annual fair share fee, which shall be 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer on or about September 30 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- c. Schedule of Fair Share Fee Deductions –
 - (1) All fair share fee payers – Payroll deduction of such fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of bargaining unit employees hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:
 - (a) 60 days in a bargaining unit position (which shall be the required probationary period).
 - (b) January 15
 - (2) Upon termination of membership during the membership year – The Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deductions. The deduction of said amounts shall commence on the first pay date occurring on or after the 45 days from the termination of membership.
- d. Transmittal of Deduction--The Board further agrees to accompany each transmittal with a list of the names of the bargaining unit members for who all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- e. Procedure for Rebate – The Association represents to the Board that an internal rebate procedure has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.
- f. Entitlement to Rebate -- Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- g. Indemnification of Employer – The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - (1) The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;

- (2) The Association shall reserve the right to designate counsel to represent and defend the employer;
- (3) The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates; application to file briefs amicus curiae in the action;
- (4) The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provisions herein.

ARTICLE VI

WORKING CONDITIONS

- 6.1 It is the intention of the Board to continue to maintain a teacher work area in each of the buildings provided it is feasible to do so.
- 6.2 When an emergency exists a teacher shall notify the office for immediate assistance, i.e., for class coverage.
- 6.3 Parking
 - a. At each building, a parking area shall be designated exclusively for teacher use during school hours. Employees and students shall be notified of such designation.
 - b. Allotment of individual spaces within the designated area shall be the responsibility of the SEA. Upon notification by a teacher that a non-teacher's vehicle is parked in the designated area, and along with the make, color and license number of the vehicle, the building principal, over the P.A. system during non-instructional time, shall request the driver of that vehicle to immediately move the vehicle. If the vehicle is not moved after the announcement is made, a notice of violation will be placed on the vehicle.
- 6.4 A teacher lounge areas shall be provided in each building in substantially equivalent condition to which it presently exists at its current location, unless an emergency relocation is necessary to meet the educational needs of the district resulting from unanticipated circumstances.
- 6.5 In the event that regular or special teachers, i.e. classroom, physical education, music and art teachers are absent, or unable to fulfill their scheduled classes, the administration shall make every effort to secure a substitute teacher or reimburse those affected by the change of schedule. If a certified employee is required by the principal to change his/her daily routine, he/she shall be compensated at the rate of \$4.50 for every fifteen (15) minute or portion of every fifteen (15) minute segment of the classroom period.
- 6.6 The Board recognizes that appropriate textbooks, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests, questionnaire and similar instructional materials are tools of the teaching profession. The Board, within its financial means, will continue to provide these tools to the teaching staff. The Board further recognizes the value of teacher participation in the selection and use of instructional materials and agrees to solicit the advice of the appropriate segment of the teaching staff in the process of selecting school materials; however, the Board

- reserves the right to make final approval and/or selection decisions regarding such materials before authorizing purchase.
- 6.7 Teachers are to have access during the teacher's workday to media centers, duplicating equipment and all supplies necessary to conduct their classes (i.e. preparation period).
- 6.8 The preservation of safe, wholesome, clean and pleasant surroundings is of great concern to both the Board and the Association. To achieve this aim, the Association will select three (3) members from each building to meet as necessary with the building principal to make suggestions and recommendations regarding any hazardous conditions, room and building repairs and other allied matters.
- 6.9 No teacher shall be assigned responsibilities normally performed by the custodial staff.
- 6.10 Prior to developing definitive plans for any new building or major change to present structures, a committee of affected teachers, not exceeding three (3), may be selected by the Association to make suggestions regarding such plans. The following may be considered:
- a. Each classroom will be provided with, but not limited to in all cases possible;
 - (1) Student stations to accommodate the enrollment.
 - (2) Tackboard and chalkboard.
 - (3) Safe strong space for instructional materials, equipment and supplies.
 - (4) Electrical outlets and other accommodations for convenient use of audio-visual equipment.
 - (5) Proper ventilation.
 - (6) Artificial and natural light control.
 - (7) Space for reference material.
 - b. The Board will provide in each building in all cases possible:
 - (1) Teacher rest areas, conference rooms and lavatories, appropriately furnished, ventilated and maintained, conveniently available for the professional staff. These facilities will not generally be used for regularly scheduled meetings.
 - (2) A teacher workroom and storage space of suitable size and location containing adequate equipment and supplies to meet the needs of the teacher in preparing instructional materials. This room or the teacher rest area will include a telephone to be reserved for the exclusive use of the teachers.
- 6.11 Members of the bargaining unit will be given copies of the five year plans or notice by October 1 of each school year with any planned courses of study, competency or textbook studies, updates, completions, reviews or revisions. If the administration plans change, a reasonable time will be given to all members to meet and plan a comprehensive approach. This time normally will be during the regular work day. If such work is done outside the regular work day, the members so engaged will be compensated to the extent the district's finances permit. The Board shall be the sole judge as to whether or not finances are available and the amount of compensation to be paid if finances are available. The Board and the Association intend good faith compliance with the provisions of this paragraph. Bargaining unit members required to write IEP's will be given release time to complete.
- 6.12 Academic Freedom
- a. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

- b. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional education responsibility.
 - c. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of schools and to exhibit by appropriate examples the basic objectives of a democratic society.
- 6.13 When a bargaining member is directed, authorized and required to use his personal automobile on school business, the Treasurer shall pay an amount per mile authorized automobile expense which is equal to the per mile allowance standard being utilized by the Internal Revenue Service. Presently this allowance is fifty-five and five-tenths cents (\$.555). In the event the IRS modifies the allowance, the Treasurer shall, upon being so notified by the Association and after verification of the fact by the Treasurer, put the same into effect the first day of the following month.
- 6.14 There is no smoking on campus – which include buildings and grounds – of the St. Clairsville-Richland City School District.
- 6.15 Children of Bargaining Unit Members who live outside the district boundaries shall not be required to pay tuition in order to attend St. Clairsville Schools.
- 6.16 Forms
- a. Notice of parking violation, see page 57. See Appendix C.

ARTICLE VII

COMPLAINT PROCEDURE – PROFESSIONAL STAFF

- 7.1 Should a complaint be made by a student's parents, or any other person, to an administrator regarding a teacher assigned to his building concerning the teacher's professional performance, the administrator shall within three (3) working days inform the teacher that a complaint has been made.
- 7.2 No complaints will be placed in the personnel file of a teacher unless all of the following are fulfilled:
- a. The allegation is in writing and is signed by a complainant on the complaint form as provided.
 - b. A conference was held including the complainant, teacher and the principal or immediate supervisor.
 - c. The results or findings of a conference have been reduced to writing by the immediate supervisor and signed by the teacher. Said results shall be attached to the complaint. No anonymous letters or materials will be placed in the files.
 - d. The teacher(s) shall have the right to submit in writing a rebuttal which shall be attached to the complaint.
 - e. Teacher(s) signature(s) are not an indication of agreement with the findings but only provide verification of having seen the complaint.
- 7.3 Complaint Procedure – Professional Staff Form
See Appendix D at page 58.

ARTICLE VIII

TEACHER EVALUATION

- 8.1 The evaluation of a teacher's professional performance is the responsibility of the administration. The Superintendent shall have the final authority as to the contents of the evaluation form. The evaluation procedure supersedes Ohio law.
- 8.2 The professional performance of each teacher in the district shall be evaluated. The major purpose of such evaluation shall be the improvement of professional performance of teachers in the St. Clairsville-Richland City School District. The evaluation of professional performance shall encompass classroom observation and day to day performance. All formal evaluations of professional performance shall be conducted openly and with full knowledge of the teacher concerned. A formal evaluation is defined as a classroom observation, followed within two (2) to five (5) school days by a conference and the completion of an evaluation form. A classroom observation must be at least thirty (30) continuous minutes in length.
- 8.3 Tenured teachers shall receive a minimum of one (1) formal evaluation every three years. Teachers under limited contract, not up for renewal, shall receive a minimum of two (2) formal evaluations per year, one during the course of the first semester and the other prior to May 15. Provided, however, that the second annual evaluation shall not occur within a thirty (30) day period of the first evaluation. Teachers under limited contract up for renewal shall receive a minimum of two (2) formal evaluations per year, not less than one (1) per semester. The second evaluation shall not occur within a thirty (30) day period of the first evaluation.
- 8.4 All classroom teachers shall be thoroughly advised as to the evaluative procedures and instruments used for evaluation.
- 8.5 There shall be a verbal notification concerning any infraction(s) of performance and/or teacher responsibilities within five (5) days of said infraction(s). The first offense shall be a verbal warning only.
- 8.6 Performance regarding such items or classroom discipline, promptness, attendance and the like shall be reduced to writing by the evaluator and a copy of the evaluation shall be given to the teacher. The teacher concerned shall sign the copy of the observation to signify that it was discussed with him/her, but the signature need not signify that the teacher concerned either agrees or disagrees with the findings.
- 8.7 Each teacher has the privilege of writing additional comments to the evaluator's conclusion either on the evaluation form or an attached document. Such comments must be submitted by the teacher within five (5) working days after the date of the discussion. The evaluator's written conclusions and the teacher's comments thereto, if any, shall be placed in the teacher's personnel file. When on any formal evaluation reduced to writing, the professional performance of a teacher, or any portion thereof, is designated as "unsatisfactory" and/or "needs improvement" by the evaluator, the evaluator shall provide the teacher with written suggestions or comments as to possible means of improvement.
- 8.8 No evaluation shall take place the day before or after a holiday.
- 8.9 The teacher(s) may request a twenty-four (24) hour notice prior to the first formal evaluation each school year and such request shall be granted.

ARTICLE IX

PERSONNEL FILE

- 9.1 The Board shall maintain an official personnel file for each teacher in the administrative center. All items in the file shall show the date of filing. All documents in the file shall be signed or identified as to source.
- 9.2 Each teacher has the right to examine his/her file. The teacher may be accompanied by a representative. An administrator or designee may be present during the examination. The file will be available for examination within twenty-four (24) hours of the request providing no more than ten (10) requests are received during said twenty-four (24) hour period. The teacher has the right to attach written comments to any item in the file.
- 9.3 The file shall not be removed from the administrative center by the teacher. Copies may be obtained if the teacher pays the reproduction cost.
- 9.4 Nothing in this Agreement shall prevent any administrator from maintaining a file system for professional use, which file shall be available for inspection by the teacher as provided herein.
- 9.5 Each file shall contain a record of when and why the file was opened. Routine personnel functions performed by central office employees are exempted from this provision.
- 9.6 No anonymous material may be placed in such file.

ARTICLE X

VACANCIES AND REASSIGNMENTS

10.1 Definitions

- a. A "vacancy" is defined as any newly created position or any preexisting position, which the Administration elects to fill and which is left unoccupied as the result of non-renewals, terminations, resignations, retirements, or deaths.
- b. A "reassignment" is a voluntary or involuntary change in the grade, subject matter or building assignment of a teacher by the Administration, in the absence of a vacancy which has not been filled by teachers presently employed.

10.2 Vacancies

- a. Written notice of all vacancies shall be made to the teaching staff presently employed by posting on all bulletin boards and, on the first day of posting, through the district's then existing electronic notification system, for a period of three (3) days.
- b. When the students are not in session, notice of postings shall also be provided on the day of posting to the members of the Bargaining Unit telephonically through the District's then existing mass communication system. Provided that if the mass communication system is not operating on the date of posting, then notice shall be provided by regular mail to the last address of the teacher filed with the Treasurer for forwarding of paychecks during the same period, and shall be in effect for five (5) days from the date of mailing. The posted notice shall be the official notice and any discrepancy between the posted notice and the telephonic notice shall be resolved in favor of the posted notice.

- c. The vacancy shall not be filled until the notice has been posted for the time periods set forth above.
- d. As used in this Article, the term "days" shall be working days during the school year and Monday through Friday during summer vacation exclusive of negotiated or federally recognized holidays. In computing time, the first day of posting shall not be counted and the final day of posting shall be counted.
- e.
 - (1.) If a vacancy, as defined in Article 10.1(a) is to be effective between July 1 and December 31 of a school year, the vacancy shall be posted pursuant to Article 10.1 (b), (c) and (d) within a reasonable period of time to be filled for the remainder of that school year.
 - (2.) If such vacancy is to be effective between January 1 and June 30 of a school year, it shall be posted within a reasonable period of time to be filled for the remainder of the school year, as set forth above, or filled with a long-term substitute for the remainder of the school year at the discretion of the Superintendent. If filled with a long-term substitute, the vacancy shall then be posted pursuant to Article 10.1 (b), (c) and (d) within a reasonable time after the conclusion of the school year.
 - (3.) If such vacancy is to be effective between January 1 and June 30 of a school year, and the Superintendent, in the exercise of discretion, elects to post the position for the remainder of the school year and the position is awarded to a currently employed member of the Bargaining Unit, then the Superintendent shall have the same discretion with respect to filling the vacancy thereby created, and any subsequent vacancies thereby created by posting and filling such vacancy from a then currently employed member of the Bargaining Unit. Any vacancy filled by a long-term substitute shall then be posted pursuant to Article 10 (b), (c) and (d) within a reasonable time after the conclusion of the school year.
- f. Existing provisions 10.1(e)(1)(2) and (3) shall not be modified.
- g. In filling a vacancy from teachers presently employed who apply within the posting period, the Superintendent shall apply the following criteria in order: (1) individual qualifications/certification; (2) experience in teaching field, grade level and subject matter; (3) seniority in the school system (as defined in Article XXXIII).
- h. After following the foregoing provisions, the Superintendent shall have final authority to assign teachers and other employees under the Superintendent's supervision in the educational interests of the school district.
- i. Vacancies which may be filled by a teacher subject to recall pursuant to Article XI are subject to the procedures set forth in that Article and take preference over this procedure.

10.3 Voluntary Reassignments

- a. A teacher who desires a reassignment for the following school year shall file a written request with the Superintendent by May 1 of the prior school year which shall remain in effect through July 10 of that calendar year.
- b. The Superintendent will notify the teacher requesting the reassignment of the disposition of his or her request by July 10 of the calendar year in which the request is submitted.
- c. In acting on the request for reassignment, the Superintendent shall apply the following criteria in order: (1) individual qualifications and certification; (2); experience in the

- teaching field, grade level and subject matter (3) seniority in the school system (as defined in Article XXXIII).
- d. After applying the foregoing criteria and the educational interests of the school district, the decision with respect to granting the teacher's request shall be in the sole discretion of the Superintendent.

10.4 Involuntary Reassignments

- a. A teacher may be reassigned on an involuntary basis by the Superintendent. Involuntary reassignment shall only be implemented when it is in the best educational interest of the district as determined by the Superintendent.
- b. Within ten (10) days the teacher being reassigned shall be informed in a meeting with the Superintendent, at which the Building Principal of the building of the teacher's reassignment may or may not be present, at which the Superintendent's reasons for the transfer will be made known in writing to the teacher.

ARTICLE XI

REDUCTION IN STAFF

- 11.1 When any of the following reasons apply to the School District, the Board may reasonably reduce the number of teachers and/or teaching positions:
- a. Return to duty of regular teachers after leaves of absence;
- b. Suspension of schools;
- c. Territorial changes affecting the District;
- d. Decreased enrollment of pupils in the District;
- e. Financial reasons.
- 11.2 Having made a determination that such reduction is made for the above reasons, the Superintendent shall inform the Association of the decision at least thirty (30) calendar days prior to the Board meeting at which action shall be taken on the reduction.
- 11.3 Accompanying that notice, the Association shall receive a list of all teachers to be reduced, which shall include the tenure of the teacher at the time of notification; area of certification; present teaching assignment; and building assignment.
- 11.4 In making such reduction:
- (a) the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference first to teachers on continuing contracts, and then to teachers who have greater seniority within the school system as defined herein.
- (b) Limited by certification, bumping rights shall accrue to teachers within their respective contract status groups (continuing/ limited). A teacher with limited contract status may not exercise bumping rights over a teacher with continuing contract status who has the necessary certification to fill the same position.
- 11.5 On a case by case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual teacher is required to work a percentage of the time he or she otherwise is required to work under the teacher's existing contract and receive a

- commensurate percentage of the full compensation which the teacher would otherwise receive under that contract.
- 11.6 Teachers whose continuing contracts are suspended by the Board pursuant to this Article shall have the right of restoration to continuing service status by the Board, if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.
- 11.7 No teacher whose continuing contract has been suspended pursuant to this Article shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the District.
- 11.8 Teachers whose contracts have been suspended pursuant to this Article shall have recall rights in the following order:
- a. Teachers with continuing contract status by certification in order of seniority.
 - b. If the vacant position cannot be filled from teachers with continuing contract status, then teachers with non-continuing contract status certificated in the subject matter in order of seniority.
 - c. When a recall is made for a vacancy, the eligible teacher next on the recall list will be notified in writing by certified mail at the address last provided to the Treasurer of the District. Any teacher who fails to respond in writing to the Treasurer or Superintendent within seven (7) calendar days of the mailing of said letter or who refuses an offer to a position for which the teacher is certified or otherwise qualified will lose all recall rights.
 - d. In any event, all rights of recall shall expire within four (4) years after the date of suspension of the teacher's contract.
 - e. While subject to recall, it shall be the obligation of the teacher to notify the Board through the Superintendent of any changes in the teacher's certification following lay-off.
- 11.9 During the term of this Master Agreement, the Board shall make every reasonable effort to avoid laying off staff (reducing employees from active positions). Efforts shall be made to utilize alternative procedures in lieu of reducing staff. Such alternatives may include attrition of positions by not replacing employees who resign, retire, take leave of absence, transfer, die or are lawfully terminated. However, the Board, in its discretion, engage in a reduction in force in accordance with the terms and procedures of this Article. Any employee who may be subject to a reduction in force shall be provided thirty (30) days written notice prior to the Board meeting in which the Board will take action to reduce staff.
- 11.10 Notwithstanding any provision to the contrary in Chapter 4117 of the Ohio Revised Code, the requirements of section ORC 3319.17 prevail over any conflicting provisions of this Agreement.

ARTICLE XII

SCHOOL CALENDAR

- 12.1 The school calendar shall consist of 182 days for students. Two (2) of these days shall be used for parent-teacher conferences. The parent-teacher conferences may consist of four (4) one-half days or two (2) full days. Two (2) of these days may be used for certificated staff in-service. The school year may also include two (2) teacher's meetings or work days during which teachers shall be provided a minimum of two and one-half (2-½) hours of the teachers' work day for classroom preparation. The total number of staff days in the calendar shall be 184. One (1) additional day shall be required of teachers new to the system.
- 12.2 A teacher's committee, composed of five (5) certificated employees, shall be selected by the S.E.A. This group will have one (1) representative from the high school level, two (2) from the middle school, and one (1) from the elementary school and the president or president elect of the SEA. They shall meet with the Superintendent and such principals as the Superintendent may designate at mutually agreed time in early February to develop a calendar. The calendar agreed to in these meetings shall be presented to the St. Clairsville Board of Education at a regular or special meeting in April for consideration. If the committee and the Superintendent fail to agree on a calendar, each shall submit a proposed calendar for consideration by the Board.

ARTICLE XIII

SCHOOL DAY

- 13.1 School Day
- a. The length of the work day for teachers in the St. Clairsville-Richland City School District shall be seven (7) hours and twenty (20) minutes, including a thirty (30) minute continuous lunch period in which they are not assigned duties.
- All certificated employees shall report to their respective building at such times assigned by the building principal.
- b. Provided that no teacher shall be regularly scheduled beyond the foregoing work days. On occasion, the Administrator or Department Chairman may call meetings beyond the seven (7) hour and twenty (20) minutes regular day. Said meetings shall not exceed forty-five (45) minutes in length and will not be scheduled more than once a month. The building Principal may excuse attendance from this meeting, if the staff member has other assigned duties. Provided, further, however, that if and when the school system or any building therein is operating under emergency conditions, the affected administrator or the Superintendent may call a staff meeting, the length of which shall not be limited and which shall not count toward the maximum of one meeting per month.

13.2 Preparation/Planning Time

- a. The term "preparation" or "planning time" shall mean work time during the student day in the elementary (K-4), exclusive of the professional staff member's (teacher's) daily duty-free lunch period. This time may be used by the professional staff (teacher) for any teacher-related duties.
- b. The elementary (K-4) staff shall receive planning time of two hundred (200) minutes per week.
- c. The secondary and middle school professional staff members (teacher)(5-12) shall be provided with one (1) unassigned preparation period daily or five (5) per week during the staff work day each equivalent to forty-two (42) minutes.
- d. Special area elementary professional staff members (teacher of art, music, physical education) shall be provided with one (1) unassigned preparation period daily or five (5) per week, each equivalent to the same length as a student regular class period.

ARTICLE XIV

TEACHER'S CONTRACTS

- 14.1 Teachers who are renewed in their teaching contracts by action of the Board of Education shall receive their contracts no later than May 15. The contracts shall contain the following information:
 - a. Name of member;
 - b. Type of contract (limited or continuing);
 - c. School year;
 - d. Employee number;
 - e. Base salary – bi-weekly and annual;
 - f. Number of pay periods; and
 - g. Statement of salary classification.
- 14.2 Teachers who are not up for contract renewal or who are on continuing contracts shall receive a salary notice by July 15. Said salary notice shall contain the following information:
 - a. Name of member;
 - b. School year;
 - c. Employee number;
 - d. Base salary – biweekly and annual;
 - e. Number of pay periods; and
 - f. Statement of salary classification.
- 14.3 Teachers who have obtained tenure in another school district will be offered a one (1) year contract. Upon successful completion of this contract, the teacher will be offered a one (1) year contract or a continuing contract at the discretion of the Board.
- 14.4 A teacher who has not obtained tenure in another Ohio School District may:
 - a. Be offered a one year limited contract upon initial employment
 - b. Upon completion of this contract be offered another one year limited contract.
 - c. After successful completion of the second one year contract be offered a two year limited contract.
 - d. After successful completion of the two year contract be offered a five year limited contract.

- 14.5 A teacher employed under a limited contract for a period of four (4) years may not have his/her contract nonrenewed except for gross inefficiency, immorality, willful and persistent violations of Board regulations or other just cause.
- 14.6 If a teacher has been employed under a limited contract and becomes eligible for tenure, the Board may offer said teacher a continuing contract or a limited contract for one (1) year along with a written explanation relative to the teacher's professional improvement as outlined in Section 3319 Ohio Revised Code. If at the end of this one (1) year limited contract a teacher is not approved for tenure, said teacher will be nonrenewed as provided in Section 3319.11 Ohio Revised Code.
- 14.7 A teacher who has become eligible for continuing contract status during the term of any limited contract may notify the Superintendent by October 31 of the school year in which the teacher wishes to be considered for continuing contract status. Written documentation from the college or university that verifies a degree will be conferred by December 31st must be provided to the Superintendent. The teacher shall then be subject to the evaluation procedures set forth in Article 8.3 as a teacher "under limited contract up for renewal". The teacher shall then be considered at the April Board meeting in that school year for continuing contract status provided the teacher has met all requirements of the Ohio Revised Code and the provisions of this contract, including timely notice of eligibility referenced above.
- 14.8 In the event a teacher's contract is to be terminated by the Board of Education during the term thereof, such termination shall be for gross inefficiency, immorality, willful or persistent violations of Board regulations or other just cause.
- 14.9 Probationary Employee – A probationary employee is any teacher who has been employed less than one school year with the St. Clairsville Board of Education. During such probationary period, the teacher's contract may be nonrenewed without cause upon written notice to the teacher during the month of April. Upon written request to the superintendent, such teacher shall have the right to meet with the Board in executive session prior to the Board's action. The teacher may have representation of their choosing at such meeting. This nonrenewal procedure for probationary employees shall supersede all other provisions of this contract and of ORC 3319.111 and 3319.11. The nonrenewed teacher shall have no right to take his or her nonrenewal to arbitration or court. The St. Clairsville superintendent shall inform all new applicants of this provision in writing prior to their employment.

ARTICLE XV

LEAVES

15.1 Sick Leave Policy

- a. Sick leave credit shall accumulate at the rate of 1 ¼ days per month and at a maximum of fifteen (15) days per year. Each teacher's maximum accumulation shall be two hundred twenty-five (225) days. Each teacher shall be granted an advance of five (5) days sick leave by the Board.
- b. Any teacher employed by the Board shall be credited with the unused balance of his accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to Section 3319.141 of the Ohio Revised Code up to the maximum accumulation authorized to this Section.
- c. A teacher shall be granted sick leave for absences due to personal illness, injury, pregnancy (to a maximum of eight (8) weeks), exposure to contagious disease which

could be communicated to other employees or children, and absence due to illness or death in the immediate family. Sick leave shall be granted as authorized by this policy and shall be limited to the maximum sick leave accumulated by the teacher or advanced pursuant to Section 15.1 a. above, or donated through the Sick Leave Donation Program.

d. Immediate family for the purposes of this policy shall include: spouse, children, father, mother, brother, sister, in-laws, grandparents, grandchildren, aunts, uncles, nieces, nephews and other persons who stand in the place of the above enumerated individuals or any other relative living in the immediate family.

e. Sick Leave Donation Program

- (1) The St. Clairsville-Richland School District Board of Education and the St. Clairsville Education Association shall establish a Sick Leave Donation Program. The Sick Leave Donation Program shall remain in effect for the duration of this Agreement and shall be governed by the following procedures.
- (2) To qualify for the Sick Leave Donation Program, an employee must be absent due to the employee or a member of the employee's immediate family having experienced a personal catastrophic or chronic illness or injury. The employee must have depleted his/her accumulated leave(s) and used possible advances of sick leave days under this Agreement, and additional days are still needed. The term "catastrophic illness or injury" shall include only those illnesses or injuries that are calamitous in nature constituting a great misfortune or are chronic or long term.
- (3) Requests for use of the Sick Leave Donation Program will be considered on a case by case basis by the Sick Leave Donation Committee. The Sick Leave Donation Committee will consist of five (5) St. Clairsville Education Association members, (2) members of OAPSE Local 549 and two (2) Administrative members. The Sick Leave Donation Committee shall develop a FAQ sheet to explain the Sick Leave Donation Program and will make a determination on the following criteria:
 - i. The employee must have experienced a personal catastrophic or chronic illness or injury or a member of the employee's immediate family must have experienced a catastrophic or chronic illness or injury as defined in this section that has exhausted or will exhaust the employee's sick leave. If so, the Committee will send out a notice to all employees notifying them of the need for donated days. Immediate family for this policy will be defined as: spouse, domestic partner, mother, father, children, brother, sister, mother-in-law, father-in-law, grandchildren and other persons who stand in the place of the above enumerated individuals.
 - ii. The Sick Leave Donation Program Committee may also accept requests for and allocate donations of sick leave to employees of the St. Clairsville-Richland City School District to the Sick Leave Donation Program for use by an employee who otherwise meets the conditions for participation and receipt of donated sick leave days under the Sick Leave Donation Program negotiated in the CBAs of the Board and SEA and OAPSE under the following conditions:

- (1.) The employee requesting the donation of sick leave days is currently employed in the District; and the request is made for an illness, injury or condition to the employee, the employee's spouse, the employee's minor child, or a person of similar status residing in the employee's household which otherwise qualifies for sick leave.
 - (2.) The employee has utilized his or her accumulated sick leave for a catastrophic illness or injury to the employee, the employee's spouse, the employee's minor child, or persons of similar status residing in the home of the employee, if the catastrophic illness or injury occurred within the current or previous school year.
 - (3.) The donation of sick leave for such purpose is subject to the approval of the Superintendent whose decision shall be final and not subject to grievance.
 - (4.) The allocation of such sick leave to the employee shall be subject to all other conditions of the Program, including, but not limited to, the individual limits of use of such leave and count toward the cumulative donations of such sick leave per school year as stated in the Program.
- iii. Employees requesting consideration for the Sick Leave Donation Program must complete the request on the proper form (See Appendices) and submit one copy to the Treasurer and one copy to the Association President.
 - iv. Sick leave donations may not be used to defer application for or receipt of disability retirement benefits.
 - v. All requests will be subject to the responses of the employees who wish to make donations to an individual approved by the Committee.
 - vi. All donations of sick leave by employees will remain confidential and should be submitted to the Committee on the proper form. Included on the form shall be a signed statement by the employee donating days, authorizing the Board Treasurer to transfer the days. (See Appendices)
 - vii. Activation of the Sick Leave Donation Program shall be made by a vote of each committee member. The rule of simple majority will be used to determine if request is granted. All voting will be done by secret ballot.
 - viii. An employee may request donations more than once in any school year for the same illness or injury, as needed, and as approved by the Sick Leave Donation Committee per school year regardless of the number of requests. The maximum number of days an employee may use per request shall not exceed fifteen (15) days. Total allotment per individual request for the year is up to a maximum of thirty (30) days. The District would not be responsible for more than a total of 150 days per school year to be utilized by the Sick Leave Donation Program.
- (4) A employee may apply to the Committee to the Sick Leave Donation Program in advance of the depletion of his/her accumulated sick leave, to be granted, if needed, upon such depletion.
 - (5) Sick leave usage for the purpose of this program shall be in full or half day units.
 - (6) All applications to the Sick Leave Donation Program shall be in writing, shall be verified by the Committee, and may be submitted in behalf of a employee by another person when necessary because of the incapacity of the employee.
 - (7) A doctor's statement is required with the application in order for the application to be considered. The applicant may be required to execute such HIPPA release(s) as may be

necessary to provide minimum relevant information to the Committee. Additional information may be requested by the Committee.

- (8) Employees who have a minimum of thirty (30) days accrued of unused sick leave days at the time the donation request is made, may donate up to five (5) days of sick leave per each request for donation up to a maximum of ten (10) donated days per school year. Employees donating sick leave shall notify the Committee of their donation by submitting a donation form (See Appendix F) to the Committee.
- (9) The donation of sick leave days by employees is strictly voluntary. The Committee is not responsible to provide sick leave days if none are donated.
- (10) Neither the name of the employee requesting the donation of sick leave days nor the names of the employees donating sick leave days shall be disclosed to anyone other than the Committee representatives or those member(s) of the Treasurer's staff who administer the crediting and debiting of sick leave days pursuant to the donation procedure.
- (11) Donated sick leave days cannot be requested beyond the school year in which the request is made or beyond the term of the contract under which the requesting employee is employed, whichever comes first.
- (12) No bank, fund, or carryover balance of donated sick leave days shall be created as a result of the implementation of this section. The Treasurer or his/her staff will only deduct the number of requested and used days up to a maximum of thirty (30) days from those employees who have responded to the donation request.
- (13) The Committee shall establish procedures and forms for the recording, reporting, and accounting of Sick Leave Donation Program transactions and shall establish any other procedures necessary for the proper implementation of the Sick Leave Donation Program.
- (14) Applications for the Sick Leave Donation Program may be obtained from the Board office.
- (15) All decisions of the Sick Leave Donation Committee are final and are neither grievable nor arbitrable. The Association will defend and hold the Board and the Treasurer harmless against claims by a member against the Board relating to the Sick Leave Donation Committee's administration of the Sick Leave Donation Program.
- (16) Within three (3) days of the final approval of the request, the Sick Leave Donation Committee shall notify the Treasurer of the Board, in writing, of the number of days to be deducted/credited and from whom they are to be deducted/credited. The Treasurer may rely on the accuracy of the information provided by the Sick Leave Donation Committee and shall not be required to modify or reverse a member's compensation or sick leave accumulation, or otherwise be liable to a member of the Association for acts or omissions based on erroneous or untimely information.
- (17) The Committee will meet once per year by October 1st to annually review its guidelines.
- (18) Any district employee is eligible to submit an application to the Sick Leave Donation Committee. Provided, however, that employees who are members of another recognized bargaining unit within the District may not donate or apply without the consent of that bargaining unit.
- (19) Notwithstanding approval of a request for leave by the Committee, falsification of a request or inappropriate use of sick leave by an employee is subject to discipline.
- (20) Approved but unused sick leave days will not be returned to the donor.

15.2 Professional Leave

- a. Professional meetings are an extension of a teacher's continuing education. Participation in these meetings will serve as a benefit to the school district and each department through the educational awareness of new concepts in instruction and current trends in education.
- b. Each full-time or part-time teacher shall be entitled to apply for professional leave. Upon the approval of the building principal and the Superintendent, said leave shall be granted for attending meetings, conferences, curriculum visitations or related activities that will benefit the teacher's professional abilities and/or benefit the district. Expenses shall be reimbursed as pre-approved by the Superintendent. Transportation expenses shall be reimbursed at the then existing IRS rate. Meal expenses are not to exceed Thirty Dollars (\$30.00) per day unless otherwise approved by the Superintendent.
- c. Written notification for leave shall be made in advance to the building principal. It shall include the date(s), purpose, and estimated expenses.
- d. The total amount allotted for professional leave shall not exceed the amount budgeted by the Board of Education and assigned to each school building. If the sums budgeted are exhausted, additional professional leave will not be granted until the next school year.
- e. Professional leave is not to be considered for coaches' clinics or workshops. Such leave shall be arranged through the Athletic Board.

15.3 Child Rearing Leave

- a. Leave Rights: A teacher who is pregnant or adopting a child shall be entitled to a leave of absence without pay for maternity reasons to begin at any time between:
 - 1) the commencement of pregnancy, or in case of adoption, the receipt of custody and
 - 2) one (1) year after the child is born or adopted.Such leave shall be for one (1) year and may be extended for one (1) further year at the request of the teacher.
- b. Application for Leave: Applications for maternity leave shall be in writing and shall contain a statement of the expected date of birth, or in case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence and the date the teacher anticipates return to service. Such return date shall coincide with the commencement of a grading period. Applications for maternity leave shall be granted by the employer.
- c. Time for Filing Applications: Application for maternity leave prior to childbirth should be made prior to the thirtieth (30th) day before the beginning date of the leave. The employee's failure to make timely application shall not be grounds for denying the approval of maternity leave.
- d. Rights While on Leave: Teachers on maternity leave, whether before or after the period of disability caused or contributed to by pregnancy, shall continue to be credited with sick leave at the statutory rate and shall be recognized as full-time employees and treated as such for all fringe benefit purposes and the teacher may pay the premiums for all fringe benefits on a monthly basis to the Treasurer. Teachers on maternity leave effective prior to the period of disability caused or contributed to by pregnancy shall not be entitled to the use of sick leave for the period of disability immediately following the period of maternity leave. Teachers who will be on approved maternity leave to become effective at

the termination of the period of disability caused or contributed to by pregnancy shall be entitled to use sick leave during the period of disability as provided in Section 15.1.

- e. Reinstatement Rights: Upon return from the initial approved maternity leave at the time set forth in the application for leave, the teacher shall be entitled to reinstatement to the same position which she held prior to the leave, or if that position is no longer in existence, to a substantially equivalent position for which the teacher holds valid unexpired certification. If the teacher desires to return to active service prior to the stated date of the application for leave, the teacher shall notify the Superintendent at least thirty (30) days in advance, when possible, in writing that an early return to service is requested, and the date upon which the teacher will return. The teacher shall be assigned to the same or a substantially equivalent position for which she is qualified not later than the commencement of the next grading period only if such a position for which she is qualified is available before the commencement of the next grading period. If such a position is available, she shall be assigned to it. If such a position is not available then at the expiration of the leave period as originally granted, the teacher shall be entitled to reinstatement on the same terms and conditions as set forth in the application. Upon return from the extended maternity leave, the teacher shall be reinstated to the same or a substantially equivalent position for which she then holds a valid unexpired certification/license or for which she is otherwise qualified at the discretion of the Superintendent no later than the expiration of the leave period.
- f. Contract Rights: No factor pertaining to the condition of maternity, pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be grounds for termination, nonrenewal, or failure to issue any limited or continuing contract, whether for regular teaching duties, supplemental duties, or administrative duties.
- g. Personal leave shall be used only in whole or half days.

15.4 Personal Leave

- a. At the beginning of each school year, each certificated employee shall be credited with four (4) days of personal leave to be used for any purpose at the discretion of the individual without loss of pay except any personal leave requested for the first or last student days shall be under the following restrictions:
 - 1) Accidents or catastrophe involving family property
 - 2) Court appearance as litigant or witness
 - 3) Observance of religious holidays where total abstinence from work is required
 - 4) Attend graduation exercise or other ceremony honoring the employee, spouse or child
 - 5) Weddings of applicant or children of applicant
 - 6) Attending funerals of persons not within the immediate family
 - 7) College registration when it cannot be done at any other time
 - 8) Any other reason deemed valid by the Superintendent
- b. Any individual planning to use such leave should notify his/her immediate superior of such intent as soon in advance as possible. Classroom teachers who are granted such leave shall be replaced by a substitute according to the Board policy.
- c. The number of certified staff who can use personal leave on the day before or after a school holiday will be limited to fifteen percent (15%) per school building.
- d. In the event that the requests from the certified staff exceed the fifteen percent (15%) quota of each building for the day before or after a school holiday, the Superintendent shall have the final authority to grant such leave request.

- e.
 - 1) If none of the four days is used during the school year, the employee shall receive a bonus of \$140.00 to be paid in July.
 - 2) If three days have not been used during the school year, the employee shall receive a bonus of \$105.00 to be paid in July.
 - 3) If two days have not been used during the school year, the employee shall receive a bonus of \$70.00 to be paid in July.

15.5 Assault Leave

If any member of the instructional staff is physically assaulted while performing his/her assignment or duties by a parent, student, other employees or persons, the Board of Education shall grant leave of absence for the period so designated by the employee's physician. The leave shall be granted with full pay and benefit accruing and usable and shall not be charged to any other leave.

15.6 Sabbatical Leave

Upon written application made not later than March 1 of any school year, a teacher may request unpaid sabbatical leave for a period of not more than one (1) year. Such application will be directed to the Superintendent who may grant such leave at his/her discretion.

15.7 Medical Leave

Upon request a teacher may be granted unpaid medical leave for one semester or one year if he/she has no accumulated sick leave and a doctor has certified that such leave is necessary.

15.8 Court Leave

An employee who is summoned for jury duty or who is appearing before a court or an agency as a witness or party in a criminal or civil proceeding shall be granted all necessary leave. The employee's compensation for said leave shall be with pay if the compensation received for the services performed is remitted to the St. Clairsville Board of Education.

15.9 Leave of Absence Insurance

Bargaining unit members who are on an authorized unpaid leave of absence shall be permitted to participate in district insurance programs, at the member's expense, by paying the entire amount of the premium to the Treasurer of the Board once a month providing authorization from the carrier is obtained.

15.10 FMLA Leave

In accordance with the Family Medical Leave Act, bargaining unit members shall be afforded up to twelve (12) weeks of unpaid leave annually, July 1 – June 30. Only bargaining unit members who have been employed for a least one year or 1250 hours shall be eligible for such leave. FMLA leave may be taken intermittently or on a reduced schedule in accordance with the law. Although eligible for FMLA leave, employees may choose to take paid sick leave, personal leave or other paid leave subject to the limits and the terms of this collective bargaining agreement. The taking of such paid leave will not diminish the annual amount of FMLA leave available to the bargaining unit member. If the bargaining unit member elects to use FMLA leave, the board may require certification of a "serious medical condition" by the member's physician before such leave is granted. Upon return to work from FMLA leave, the employee may be required to provide a statement from his/her physician that he/she is able to resume the full-time responsibilities of his/her position.

ARTICLE XVI
PAYROLL DEDUCTIONS

16.1 Professional Dues

- a. A signed authorization form for each teacher desiring dues check-off shall be filed with the Treasurer of the Board by September 30.
 - (1) Authorization for dues check-off shall be for the entire year and continue in effect until such time as it is revoked by the teacher. Revocation shall take effect at the end of the deduction period.
 - (2) After the first day of employment, all new teachers shall be permitted a period of one (1) month to sign up for payroll deduction.
- b. The Association agrees to give the Treasurer a copy of all certified employees on payroll deduction and the amount to be deducted by September 30.
- c. A check shall be provided to the Treasurer of the St. Clairsville Education Association once per month.

16.2 Other Payroll Deductions

- a. Deductions may be made for the following purposes under the conditions specified therein:
 - (1) Credit Union, provided
 - (a) All administrative work, with exception of withholding, is performed by the Association;
 - (b) Employees may elect this payroll deduction at any time during the school year. Once made, an election to withhold may not be changed during the school year.
 - (c) A copy of the credit union rules and regulations is given to the administration.
 - (2) Political Contributions
 - (3) Tax sheltered programs not to exceed ten in number provided there is a minimum of five participants in each program.
 - (4) Savings Bonds.
 - (5) Fair Share Fee.

ARTICLE XVII

PAY PERIODS

- 17.1 All certificated employees shall be paid bi-weekly, every other Friday. When a Friday pay day comes during any period when the teachers are on break from the classroom (for instance, but not necessarily limited only to, Thanksgiving, Christmas, Spring Break) the teachers will be paid for the first Friday pay period during the break on the last day that they are in class prior to commencement of the absence from the classroom such as Thanksgiving, Christmas or Spring Break or the like. Any subsequent pay days during the break shall be paid on the pay day.

ARTICLE XVIII

COURSE WORK REIMBURSEMENT

- 18.1 The total number of hours covered shall be thirty-six (36) semester hours, or forty-eight (48) quarter hours, or an equivalent number of continuing education units.
- 18.2 Said course work reimbursement shall be granted for graduate courses in educational methods, areas of instruction, or curriculum, or educationally related fields, or continuing education units for certificate renewal or upgrade.
- 18.3
- a. Application by the teacher must be completed prior to the first meeting of the course taken. Applications shall be submitted on an Application Form which shall be available in the Superintendent's office during regular business hours.
 - b. The Application Form may be hand delivered to the office of the Superintendent or the office of the Treasurer during regular business hours. The teacher will then be provided a dated and receipted copy of the Form by an employee of the Superintendent's office or the Treasurer's office. Receipts from other employees will not be sufficient to establish delivery.
 - c. In the alternative, the teacher may submit the Application Form by certified mail (return receipt requested) along with a self-addressed postage prepaid envelope for return of a dated and receipted copy of the Form. The Form shall be addressed to "Office of the Superintendent, St. Clairsville-Richland City School District, 108 Woodrow Avenue, St. Clairsville, Ohio 43950". The Form must be received in the Superintendent's office by the date set forth above to be effective.
 - d. The teacher is responsible for retaining a dated and receipted copy of the Application Form.
- 18.4 Coursework Reimbursement:
The amount of \$28,000 will be divided into quarters for use during the following terms:
- Fall: \$7,000.00
 - Winter: \$7,000.00
 - Spring: \$7,000.00
 - Summer: \$7,000.00

Each teacher will be entitled to apply for six (6) semester hours or eight (8) quarter hours per quarter. The completed Application Form must be received by the Superintendent's office by the following dates for the appropriate term or the application will be denied. Application dates will be:

- Fall: August 1-15
- Winter: November 1-15
- Spring: February 1-15
- Summer: May 1-15

If the above dates fall on Saturday or Sunday, the application date will fall to Monday.

There is a ceiling (cap) of 20 applicants per each application date, on a first-come/first-serve basis. Money will be dispersed among applicants equally up to the actual cost of class registration. Any balance between the applicant's actual cost of registration and the applicant's share of coursework reimbursement within the term will be equally divided between remaining applicants. Should the applicant not use the full amount per term, any remaining balance will be rolled into the next term. If an applicant is unable to complete the coursework within six (6) months, that applicant's share will be rolled into the next term.

Example 1: 20 applicants = \$350.00 reimbursement per applicant
 1 applicant's registration fee was \$300.00, the remaining \$50.00 will be
 divided among the remaining 19 applicants (\$2.63), for a total of \$352.63

Example 2: Only 1 applicant – registration fee was \$1,000.00. Balance of \$6,000.00
 rolled into next term.

18.5 Upon completion of all aforesaid requirements, reimbursement shall be made at the next pay period.

ARTICLE XIX

INSURANCE

19.1 Group Life Insurance

The Board shall provide a group life insurance for each certificated employee in the amount of \$20,000. The full cost of this program and any increases thereof shall be paid by the Board. To the extent reasonably possible, the plan provided shall not limit or exclude payment of benefits as the result of a teacher being on a leave granted pursuant to this agreement.

19.2 Hospital/Surgical Insurance - Major Medical

The Board shall provide single and family medical insurance protection for each certified employee, with a carrier chosen by the Board, substantially equivalent to the level of benefits set forth in MMO/PPO Plan 2 attached hereto. The Board shall pay Ninety-One and one-half percent (91 ½ %) of the premium costs and the insured employee shall pay Eight and one-half percent (8 ½ %) of the premium costs for said coverage. Any increases in premium costs during the term of this contract shall be paid in the same proportions (Board 91 ½ %, Employee 8 ½ %).

Specifications - Major Medical Insurance:

The specifications for hospital/surgical-major medical-prescription drug insurance shall be at a level set forth on attached Exhibit A through a carrier chosen by the Board. The Board shall use all reasonable efforts in working with the insurance committee to negotiate exceptions to the changes in level of benefits from the previous contract.

IRS Section 125 Plan

Effective January 1, 2004, a full IRS Section 125 Plan will be implemented.

19.3 Group Dental Insurance

The Board of Education shall provide a dental plan equivalent to the plan previously carried, through an insurance carrier licensed to do business in Ohio. Ninety-one and one-half percent (91 ½%) of the cost thereof shall be paid by the Board and Eight and one-half percent (8 ½%) shall be paid by the insured employee.

19.4 Prescription Drug Insurance

The Board shall provide a family prescription drug plan, through a carrier licensed to do business in Ohio and chosen by the Board, with a level of benefits substantially equivalent to those set forth in MMO/PPO Plan 2 attached hereto. Ninety-One and one-half (91 ½ %) of the cost thereof shall be paid by the Board and Eight and one-half percent (8 ½ %) shall be paid by the insured employee.

Specifications:

See attached document for a summary of proposed prescription drug insurance specifications for MMO/PPO Plan 2.

19.5 Liability for Transportation of Students

The Board of Education shall provide all necessary insurance coverage and liability protection, when a teacher, under a regular or supplement contract, is expected to supply transportation to students in his/her own automobile.

19.6 Insurance Committee

The Administration and the St. Clairsville Education Association shall form an Insurance Committee whose purpose shall be to review various types of Insurance programs as a cost savings measure. The committee shall be composed of three teachers selected by the SEA and three administrators selected by the Board of Education. After a full study, the committee shall provide a written report to the St. Clairsville Board of Education and the St. Clairsville Education Association. Such report shall be reviewed and utilized by the prospective negotiations teams of the above-referenced parties to formulate insurance proposals and counterproposals in negotiations of a successor Master Agreement as the parties deem appropriate.

ARTICLE XX

SEVERANCE PAY

- 20.1 The Board of Education shall pay an employee who elects to retire from teaching the total per diem rate for one-third (1/3) of the first one hundred twenty (120) days of accumulated sick leave and twelve percent (12%) of the additional accumulated days to the maximum number prescribed herein.
- 20.2 Such payment shall be made in cash and based upon the employee's per diem pay at the time of retirement from teaching.
- 20.3 The Treasurer is directed to advise all individuals who have retired to establish procedures for the processing of applications and to process such applications for conversion of sick leave from employees who retired.
- 20.4 Severance payments as provided herein will be made to the estate of any employee who dies after applying for service or disability retirement benefits but before receiving such benefits.

ARTICLE XXI

BOARD "PICK UP"

- 21.1 State Teachers Retirement System Board (hereafter STRS) "Pick Up" shall be implemented and effective after execution of this agreement. This change in procedure will be at no cost to the Board and is solely for the purpose of reducing current Federal Withholding Tax for certificated employees. This procedure will remain in effect as long as the Internal Revenue Ruling #77-462 and the rules and regulations of the STRS remain substantially unchanged.
- 21.2 Teachers are individually responsible for reviewing the relationship between this Article and any other tax deferral arrangements they may have.
- 21.3 The following guidelines must be met for implementation of the employer "pick up" of teacher contributions:
- a. The employer elects to pick up the required employee contribution in accordance with the Internal Revenue Service Ruling #77-462 which is supported by Attorney General Opinion #78-049 and #82-097.
 - b. The "pick up" must be a uniform percent for the entire group being covered. It must be considered as a condition for employment for that group and not at an individual member's option.
 - c. All of the certificated employees must be included for "pick up" purposes.
 - d. Earnable compensation for "pick up" purposes includes overtime or supplemental earnings. The amount picked up by the employer on behalf of the teacher does not discharge, relieve or reduce the employer contributions required by Section 3309.49 of the Revised Code.
 - e. The amount picked up by the employer is applied toward teacher contributions under Section 3307.53 of the Revised Code. All statutory and regulatory requirements applicable to Section 3307.53 Ohio Revised Code must also apply to the "pick up." The Board agrees to account for the amount of the "pick up" but otherwise assume no further liability.
- 21.4 The Board may refuse to accept "pick ups" if so directed by the Internal Revenue Service and the STRS if guidelines based upon the changing status of laws are not followed or if the qualified plan status of the STRS is placed in jeopardy. Should for any reason the current taxation or deferred taxation "pick up" plan be determined null and void by either the Internal Revenue Service or the STRS, the Board assumes no liability for any back taxes, interest, or penalties that may be applied by the Internal Revenue Service or the STRS. This will be solely the responsibility of each individual member.
- 21.5 In the event Medicare is made mandatory by Ohio law for all members of the bargaining unit, then this item will immediately become negotiable.

ARTICLE XXII

SALARY

22.1

a. Salary Schedule Provisions

The compensation of each teacher employed as of May 31, 2011, shall remain unchanged for the 2011-2012 School Year with no increase by experience (steps) notwithstanding anything in the current Master Agreement to the contrary. New hires for the 2011-2012 School Year shall be placed on the Salary Schedule in effect as of May 31, 2011, pursuant to the current Master Agreement.

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

A four percent (4%) compounded index will be used for each increment. Increments are based on experience and training.

c. Experience will be credited as a half year or a full year. A year is equal to at least 120 days or more of active teaching, or an hourly equivalent.

d. Salary adjustments due to a teacher's change in column status shall be made twice a year at the beginning of each semester.

22.2

Stipend

In 2012-2013 each bargaining unit member will receive a 1.5% stipend of a mutually agreed upon average St. Clairsville teacher's salary to be paid in August, 2012.

In 2013-2014, if line 12.011 of the 5-year forecast is greater than \$500,000 but less than \$800,000 at the end of fiscal year 2013, then each bargaining unit member will receive a 1.5% stipend of a mutually agreed upon average St. Clairsville teacher's salary to be paid in August, 2013. If line 12.011 of the 5 year forecast is \$800,000 or greater, then the base salary will increase by 1.5%.

St. Clairsville-Richland City School District
 Certified Employees
 2012-2014 School Year
 Base Rate of \$30,435

2012-2014										
Years Experience	Percent	Non-Degree Salary	Percent	Bachelor Salary	Percent	Bachelor + Salary	Percent	Master Salary	Percent	Master +30 Salary
0	0.9600	29,218	1.0000	30,435	1.0400	31,652	1.0950	33,326	1.1991	36,495
1	1.0000	30,435	1.0400	31,652	1.0816	32,918	1.1430	34,787	1.2471	37,955
2	1.0400	31,652	1.0816	32,918	1.1249	34,236	1.1910	36,248	1.2951	39,416
3	1.0816	32,918	1.1249	34,236	1.1699	35,606	1.2390	37,709	1.3431	40,877
4	1.1249	34,236	1.1699	35,606	1.2167	37,030	1.2870	39,170	1.3911	42,338
5	1.1699	35,606	1.2167	37,030	1.2653	38,509	1.3350	40,631	1.4391	43,799
6	1.2167	37,030	1.2653	38,509	1.3159	40,049	1.3830	42,092	1.4802	45,050
7	1.2653	38,509	1.3159	40,049	1.3686	41,653	1.4310	43,552	1.4871	45,260
8	1.3159	40,049	1.3686	41,653	1.4233	43,318	1.4802	45,050	1.5395	46,855
9	1.3686	41,653	1.4233	43,318	1.4802	45,050	1.5395	46,855	1.6010	48,726
10	1.4233	43,318	1.4802	45,050	1.5395	46,855	1.6010	48,726	1.6650	50,674
11	1.4802	45,050	1.5395	46,855	1.6010	48,726	1.6650	50,674	1.7316	52,701
12	1.5395	46,855	1.6010	48,726	1.6650	50,674	1.7316	52,701	1.8009	54,810
13	1.6010	48,726	1.6650	50,674	1.7316	52,701	1.8009	54,801	1.8730	57,005
14	1.6650	50,674	1.7316	52,701	1.8009	54,810	1.8730	57,005	1.9479	59,284
15	1.7316	52,701	1.8009	54,810	1.8730	57,005	1.9479	59,284	2.0258	61,655
20	1.8009	54,810	1.8729	57,002	1.9479	59,284	2.0258	61,655	2.1068	64,120
25	1.8729	57,002	1.9479	59,284	2.0258	61,655	2.1068	64,120	2.1911	66,686

ARTICLE XXIII

SUPPLEMENTAL SALARIES

23.1 The Board will accept the recommendations but reserves the right not to fill any of the positions listed or in the existing Agreement.

The positions shown on the next pages following this page, if filled by the Board, shall be paid the compensation indicated.

23.2 A complete job description of each supplemental position, covering duties, areas of responsibility and minimum time to be expended may be prepared.

23.3 It is the prerogative of the Board to add to or subtract from the positions shown and to establish the salaries therefore. The Board agrees, however, to negotiate the supplemental salaries so established during the next contract negotiations.

23.4 The positions of Director of Sports (Athletic Director) and Middle School Athletic Director shall be removed from the Bargaining Unit. The Board may establish the position of Athletic Director as an administrative position and assign to the position such compensation and administrative duties as it deems appropriate.

23.5 The Board will pay all positions that are filled including Department Chairs and Club Advisors.

St. Clairsville-Richland City School District
Supplemental Salary Schedule

2012-2014 School Years

Base: \$30,435

Athletic:

	Index Year 1	Salary Year 1	Index Year 2	Salary Year 2	Index Year 3	Salary Year 3	Index Year 4	Salary Year 4	Index Year 5	Salary Year 5
Baseball – Asst. Varsity	0.059	1,796	0.065	1,978	0.071	2,161	0.077	2,343	0.084	2,557
Baseball – Head	0.087	2,648	0.093	2,830	0.099	3,013	0.105	3,196	0.112	3,409
Baseball – Reserve	0.059	1,796	0.065	1,978	0.071	2,161	0.077	2,343	0.084	2,557
Boys Basketball – 7 th	0.038	1,157	0.044	1,339	0.050	1,522	0.056	1,704	0.063	1,917
Boys Basketball – 8 th	0.045	1,370	0.051	1,552	0.057	1,735	0.063	1,917	0.070	2,130
Boys Basketball – 9 th	0.056	1,704	0.062	1,887	0.068	2,070	0.074	2,252	0.081	2,465
Boys Basketball – Head	0.123	3,744	0.129	3,926	0.135	4,109	0.141	4,291	0.148	4,504
Boys Basketball – Varsity Assistant	0.038	1,157	0.044	1,339	0.050	1,522	0.056	1,704	0.063	1,917
Boys Basketball – Reserve	0.073	2,222	0.079	2,404	0.085	2,587	0.091	2,770	0.098	2,983
Boys Track – Asst.	0.067	2,039	0.073	2,222	0.079	2,404	0.085	2,587	0.092	2,800
Cheering – 7/8 (2)	0.020	609	0.026	791	0.032	974	0.038	1,157	0.045	1,370
Cheering – 9 th	0.044	1,339	0.050	1,522	0.056	1,704	0.062	1,887	0.069	2,100
Cheering – HS	0.066	2,009	0.072	2,191	0.078	2,374	0.084	2,557	0.091	2,770
Cheering Reserve	0.044	1,339	0.050	1,522	0.056	1,704	0.062	1,887	0.069	2,100
Conditioning Coach	0.060	1,826	0.066	2,009	0.072	2,191	0.078	2,374	0.085	2,587
Cross Country – Jr. High	0.027	822	0.033	1,004	0.039	1,187	0.045	1,370	0.052	1,583
Cross Country Boys Head	0.049	1,491	0.055	1,674	0.061	1,857	0.067	2,039	0.074	2,252
Cross Country Girls Head	0.049	1,491	0.055	1,674	0.061	1,857	0.067	2,039	0.074	2,252
Fall Facility Equip Manager	0.021	639	0.023	700	0.025	761	0.027	822	0.029	883
Winter Facility Equip Mgr	0.021	639	0.023	700	0.025	761	0.027	822	0.029	883
Spring Facility Equip Mgr	0.021	639	0.023	700	0.025	761	0.027	822	0.029	883
Football – 7/8 Asst. (2)	0.060	1,826	0.066	2,009	0.072	2,191	0.078	2,374	0.085	2,587
Football – 7/8 Head (2)	0.062	1,887	0.068	2,070	0.074	2,252	0.080	2,435	0.087	2,648
Football – 9 th (Head)	0.069	2,100	0.075	2,283	0.081	2,465	0.087	2,648	0.094	2,861
Football 9 th Asst.	0.061	1,857	0.067	2,039	0.073	2,222	0.079	2,404	0.086	2,617
Football Assistant (4)	0.080	2,435	0.086	2,617	0.092	2,800	0.098	2,983	0.105	3,196
Girls Basketball – 7 th	0.038	1,157	0.044	1,339	0.050	1,522	0.056	1,704	0.063	1,917
Girls Basketball – 8 th	0.045	1,370	0.051	1,552	0.057	1,735	0.063	1,917	0.070	2,130
Girls Basketball – Head	0.123	3,744	0.129	3,926	0.135	4,109	0.141	4,291	0.148	4,504
Girls Basketball – Varsity Assistant	0.038	1,157	0.044	1,339	0.050	1,522	0.056	1,704	0.063	1,917
Girls Basketball – Reserve	0.073	2,222	0.079	2,404	0.085	2,587	0.091	2,770	0.098	2,983

Girls Basketball 9 th	0.056	1,704	0.062	1,887	0.068	2,070	0.074	2,252	0.081	2,465
Girls Track – Asst.	0.067	2,039	0.073	2,222	0.079	2,404	0.085	2,587	0.092	2,800
Golf – Head	0.051	1,552	0.057	1,735	0.063	1,917	0.069	2,100	0.076	2,313
Head Football	0.138	4,200	0.144	4,383	0.150	4,565	0.156	4,748	0.163	4,961
Junior High Track Asst.	0.027	822	0.033	1,004	0.039	1,187	0.045	1,370	0.052	1,583
Junior High Track Head	0.032	974	0.038	1,157	0.044	1,339	0.050	1,522	0.057	1,735
Soccer Head Boys	0.061	1,857	0.067	2,039	0.073	2,222	0.079	2,404	0.086	2,617
Soccer Head Girls	0.061	1,857	0.067	2,039	0.073	2,222	0.079	2,404	0.086	2,617
Boys Soccer Assistant	0.045	1,370	0.051	1,552	0.057	1,735	0.063	1,917	0.070	2,130
Girls Soccer Assistant	0.045	1,370	0.051	1,552	0.057	1,735	0.063	1,917	0.070	2,130
Softball	0.087	2,648	0.093	2,830	0.099	3,013	0.105	3,196	0.112	3,409
Softball – Reserve	0.059	1,796	0.065	1,978	0.071	2,161	0.077	2,343	0.084	2,557
Swim Coach	0.049	1,491	0.055	1,674	0.061	1,857	0.067	2,039	0.074	2,252
Fall Trainer (1 st Aid Specialist)	0.034	1,035	0.036	1,096	0.038	1,157	0.040	1,217	0.042	1,278
Winter Trainer (1 st Aid Specialist)	0.034	1,035	0.036	1,096	0.038	1,157	0.040	1,217	0.042	1,278
Spring Trainer (1st Aid Specialist)	0.034	1,035	0.036	1,096	0.038	1,157	0.040	1,217	0.042	1,278
Volleyball – 7 th Grade	0.027	822	0.033	1,004	0.039	1,187	0.045	1,370	0.052	1,583
Volleyball – 8 th Grade	0.027	822	0.033	1,004	0.039	1,187	0.045	1,370	0.052	1,583
Volleyball – Head	0.061	1,857	0.067	2,039	0.073	2,222	0.079	2,404	0.086	2,617
Volleyball 9 th	0.037	1,126	0.043	1,309	0.049	1,491	0.055	1,674	0.062	1,887
Volleyball Reserve	0.059	1,796	0.065	1,978	0.071	2,161	0.077	2,343	0.084	2,557
Wrestling – 7/8	0.048	1,461	0.054	1,643	0.060	1,826	0.066	2,009	0.073	2,222
Wrestling – Assistant	0.070	2,130	0.076	2,313	0.082	2,496	0.088	2,678	0.095	2,891
Wrestling – Head	0.102	3,104	0.108	3,287	0.114	3,470	0.120	3,652	0.127	3,865
Boys/Girls Tennis-Head	0.070	2,130	0.076	2,313	0.082	2,496	0.088	2,678	0.095	2,891
Boys/Girls Tennis Assist	0.027	822	0.033	1,004	0.039	1,187	0.045	1,370	0.052	1,583
Boys/Girls Track-Head	0.123	3,744	0.129	3,926	0.135	4,109	0.141	4,291	0.148	4,504

St. Clairsville-Richland City School District
 Supplemental Salary Schedule
 2012-2014
 School Years

Base: 30,435

Non-Athletic:

	Index Year 1	Salary Year 1	Index Year 2	Salary Year 2	Index Year 3	Salary Year 3	Index Year 4	Salary Year 4	Index Year 5	Salary Year 5
Academic Quiz Team (2)	0.018	548	0.022	670	0.026	791	0.030	913	0.034	1,035
A.M. Bus Supervisor (2)	0.040	1,217	0.045	1,370	0.050	1,522	0.055	1,674	0.060	1,826
P.M. Bus Supervisor (2)	0.040	1,217	0.045	1,370	0.050	1,522	0.055	1,674	0.060	1,826
Close Up Coach	0.018	548	0.022	670	0.026	791	0.030	913	0.034	1,035
Culture Club	0.018	548	0.022	670	0.026	791	0.030	913	0.034	1,035
Destination Imagin. Coordinator	0.018	548	0.022	670	0.026	791	0.030	913	0.034	1,035
French Club	0.034	1,035	0.039	1,187	0.044	1,339	0.049	1,491	0.054	1,643
Fresh Class Adv.	0.018	548	0.022	670	0.026	791	0.030	913	0.034	1,035
Grade Level Chair Elementary (7)	0.015	457	0.019	578	0.023	700	0.027	822	0.031	943
HS Department Chair (6)	0.015	457	0.019	578	0.023	700	0.027	822	0.031	943
Instrumental Music	0.086	2,617	0.091	2,770	0.096	2,922	0.101	3,074	0.106	3,226
JETS Team Coach (2)	\$100 Each Per Year									
Jr. Hi Student Council	0.021	639	0.026	791	0.031	943	0.036	1,096	0.041	1,248
Junior Class Advisor	0.053	1,613	0.058	1,765	0.063	1,917	0.068	2,070	0.073	2,222
MS Yearbook	0.029	883	0.034	1,035	0.039	1,187	0.044	1,339	0.049	1,491
NHS	0.029	883	0.034	1,035	0.039	1,187	0.044	1,339	0.049	1,491
Pep Band	0.028	852	0.033	1,004	0.038	1,157	0.043	1,309	0.048	1,461
Play Director-High School	0.039	1,187	0.043	1,309	0.047	1,430	0.051	1,552	0.055	1,674
Play Director-Middle School	0.039	1,187	0.043	1,309	0.047	1,430	0.051	1,552	0.055	1,674
Play Director-Elementary	0.039	1,187	0.043	1,309	0.047	1,430	0.051	1,552	0.055	1,674
Schi Schan	0.065	1,978	0.070	2,130	0.075	2,283	0.080	2,435	0.085	2,587
Senior Class Advisor	0.048	1,461	0.053	1,613	0.058	1,765	0.063	1,917	0.068	2,070
Sophomore Class Adv.	0.023	700	0.027	822	0.031	943	0.035	1,065	0.039	1,187
Spanish Club	0.034	1,035	0.039	1,187	0.044	1,339	0.049	1,491	0.054	1,643
Spelling Bee (2)	0.015	457	0.019	578	0.023	700	0.027	822	0.031	943
Stage/Jazz Band	0.039	1,187	0.044	1,339	0.049	1,491	0.054	1,643	0.059	1,796
Student Council	0.039	1,187	0.044	1,339	0.049	1,491	0.054	1,643	0.059	1,796
St. C. Singers	0.042	1,278	0.047	1,430	0.052	1,583	0.057	1,735	0.062	1,887

Team Leaders 6 – 8 (4)	0.015	457	0.019	578	0.023	700	0.027	822	0.031	943
Student Action Committee	0.018	548	0.022	670	0.026	791	0.030	913	0.034	1,035
Vocal Music	0.042	1,278	0.047	1,430	0.052	1,583	0.057	1,735	0.062	1,887
Washington DC Trip	0.015	457	0.019	578	0.023	700	0.027	822	0.031	943

ARTICLE XXIV

MANAGEMENT RIGHTS

- 24.1 The Association agrees that the functions, rights, powers, responsibilities and authority of the Board in regard to the management of the work force and the operation of the school district not specifically limited or modified by an express provision or term of this agreement or applicable law shall remain exclusively those of the Board.

ARTICLE XXV

MAINTENANCE OF STANDARDS

- 25.1 During the duration of this Agreement the Board will maintain all terms, conditions and benefits of employment as provided herein. It is agreed, however, that this agreement supersedes and cancels all previous agreements, verbal or written, or based upon alleged past practices between the Board and Association and constitutes the entire agreement between the parties.

ARTICLE XXVI

PROVISIONS CONTRARY TO LAW

- 26.1 All items in this Agreement which supersede applicable state law and which may permissibly do so under Section 4117.01(A) shall not be affected by this Article. Should any provision of this Agreement be held to be in violation of the law by a court of competent jurisdiction, then that provision of the Agreement shall be deemed null and void, but the remainder of the Agreement shall remain in full force and effect. The subject of the Articles or Sections of this Agreement ruled invalid shall be submitted for negotiations within thirty (30) days after the Board and the Association learn of the ruling.

ARTICLE XXVII

EQUAL OPPORTUNITY

- 27.1 Candidates for employment are considered equally without regard to age, race, color, religion, sex, national origin, marital status or nonrelated medical condition or handicap.

ARTICLE XXVIII

RETIREMENT

28.1 Re-employment of Retiree

- (a) As used in this subsection, a "Retiree" is an individual who:
1. Is eligible for service retirement status with the State Teachers Retirement System and has submitted a Notice of Retirement to the Board of Education; or
 2. Has attained service requirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
- (b) The Board of Education may offer a one (1) year contract to a Retiree, at the zero step salary level at the degree level of the teacher at the time of retirement or upon re-employment following retirement, whichever is higher.
- (c) Said contract shall expire automatically at the end of its stated term. No notice of non-renewal is required. Continuation of the employment of a retiree through offering a new one (1) year limited contract, which shall automatically expire at the end of its term, shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Article XIV of the negotiated agreement shall not apply to Retiree limited contracts. The parties specifically waive all rights for such employees pursuant to ORC 3319.11 and ORC 3319.111, or their successors.
- (d) While employed by the Board, a Retiree:
1. Shall not retain or accumulate seniority;
 2. Shall accumulate and may use sick leave and personal leave in accordance with the negotiated agreement;
 3. Shall not be entitled to severance pay under the negotiated agreement upon conclusion of employment as a Retiree;
 4. A Retiree is not eligible for continuing contract status;
 5. The limited contracts of Retirees shall be the first suspended in the event of a reduction in force.
- (e) The Board and the Association expressly intend this article to supersede any differing or inconsistent terms of the negotiated agreement or provisions of the Ohio Revised Code which would otherwise be applicable to these provisions.

28.2 Early Retirement Cash Payment

- (a) A teacher who is (1) otherwise eligible for retirement through STRS; and (2) will have up to, but not in excess of, thirty (30) years of service by June 30 of the then current school year; and (3) by April 15 of that school year submits a written -contract of retirement to the Board through its Treasurer to be effective June 30 of that school year shall receive a Ten Thousand Dollar (\$10,000.00) cash payment, subject to all required withholding, by the first day of March of the calendar year following that teacher's last salary payment from the Board.

- (b) Failure of a teacher to elect retirement prior to commencement of the teacher's thirty-first (31st) year of service will disqualify the teacher from receiving this payment.

ARTICLE XXIX

NEW STEP PLACEMENT

Any teacher new to the district regardless of prior experience may upon initial employment be placed on the salary schedule at any step zero (0) through three (3) years at the discretion of the Superintendent. When such teacher is placed at a step that exceeds his/her prior experience, he/she will remain at said step until the experience in the district is commensurate with the step placement. However, no teacher will be placed at a step lower than the experience credit he/she would be entitled to under law. The Superintendent will give the Association reasonable notice when implementing this provision.

ARTICLE XXX

COMMITTEES

- 30.1 The Local Professional Development Committee shall be established under the following guidelines:
 - A. The LPDC shall consist of nine (9) members, six (6) selected by the SEA and three (3) appointed by the Superintendent.
 - B. 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 one (1) year term, two (2) teachers for a two (2) year term, and two (2) teachers for a three (3) year term. Each appointment, if renewed, shall be for three (3) years. The Superintendent shall designate one (1) person for a one (1) year term, one (1) person for a two (2) year term; and one (1) for a three (3) year term.
 - C. LPDC members shall receive approved released time and a stipend of \$500.00 for each year in which they serve the full year.
 - D. Meeting space, file storage facilities and clerical help as needed shall be provided.
 - E. The LPDC shall establish its by-laws and operating procedures in keeping with the laws of the State of Ohio.

30.2 Master Teacher Committee

- 1. A Master Teacher Committee shall be created in the 2012-13 school year for the purpose of establishing procedures whereby Board employees may become and/or maintain the designation of "master teacher" according to standards set forth by the state of Ohio.
- 2. The committee shall be clothed with all authority afforded it under Ohio law and under the Ohio Educator Standards Board in order to carry out its mission and to make decisions as to how it shall function.

3. Important functions of the committee shall include but not be limited to: constructing district timelines to oversee and verify candidate eligibility, using state designated forms to properly process candidates, providing "master teacher" program information to employees, communicating the compilation of candidates' scores to appropriate individuals, maintaining required records, and submitting required information to the EMIS Coordinator.
4. The Committee shall consist of a total of eight (8) Board employees as follows: Two (2) elementary teachers, two (2) middle school teachers, two (2) high school teachers and two (2) administrators. Said committee teachers shall be chosen by the current Association President with approval by its Executive Committee. The committee administrator shall be chosen by the district's Superintendent of schools.
5. Notwithstanding Item Four in this subsection, the Association President shall invite any National Board Certified bargaining unit member or bargaining unit members who currently hold the Master Teacher designation to serve on the committee, though such members shall not be required to serve on the committee. Furthermore, in 2012 the Association President and Executive Committee shall assign staggered terms of one (1) year, two (2) years and three (3) years to the appointed teacher members of the committee so that an equal number (two) of them shall fill said terms. Upon the expiration of these staggered terms, teacher members of the committee shall thereafter be appointed for a term of three (3) years. The term for the administrator serving on the committee shall be determined by the district's Superintendent of schools, but in no case shall exceed three (3) years. Furthermore, it shall be the goal of the committee that in subsequent years teacher member appointments shall consist of "master teachers" who have achieved "master teacher" status through the committee.
6. The committee shall choose a chairperson annually by a simple majority vote. The duties of the chairperson shall include but not be limited to attending all meetings and facilitating them, maintaining a written record of meeting attendees, receiving all candidate applications, preparing candidate applications for blind readings by committee members, taking notes during meetings, or assigning note taking to another member, maintaining and storing all records and forms, sending application results to appropriate individuals, receiving written correspondence, including appeals by candidates and remaining impartial by not scoring applicant documents.
7. Two (2) teacher members of the committee shall read and score each application solely according to the scoring guide based on the criteria in the Ohio Standards for the Teaching Profession, and the committee shall assign such members by attempting to closely match the candidate to these committee members by either grade level and/or subject. If the two (2) assigned committee members disagree regarding the recommendation of an applicant, then the committee shall assign a third teacher member to read and score the application. Applicants will receive recommendations by a majority vote of the assigned teacher members.
8. An applicant may submit to the committee chair an appeal in writing, within thirty (30) calendar days of receiving any written decision to deny the status of "master teacher" to the applicant. Upon receiving such appeal the committee chairperson shall set an appeal meeting for the applicant to meet with members of the committee. Said meeting shall be held no later than sixty (60) calendar days from receipt by the chairperson of the written appeal. Within thirty (30) days of this appeal meeting the committee shall render a final decision to the applicant. No decision by the committee shall be subject to the grievance procedure in Article III.

9. There shall be at least four (4) required meetings of the committee during each school year. For attending each required meeting that occurs outside the regular work day, teacher members of the committee shall be paid fifty dollars (\$50) per meeting with the chairperson receiving sixty dollars (\$60) per meeting to compensate for additional duties.
10. Bargaining unit members who attain the status of Master Teacher shall receive a one-time stipend of Five Hundred Dollars (\$500.00).

ARTICLE XXXI

PROFESSIONAL LEARNING AND NEEDS TEAM (PLAN)

- A. Composition
The PLAN team will consist of administrative representatives, an Ohio University Eastern consultant, and six bargaining unit members appointed by SEA.
- B. Reimbursement
Team members will receive a minimum of four professional days.
A stipend of \$1,500.00 will be rewarded to each member upon completion of a full year of service. In addition, each team member will be reimbursed for any cost of all necessary training in order to serve as an effective team member. Those team members who take on mentoring responsibilities will receive an additional stipend of \$1,000.00.
- C. Operation
The number of Prime Times will be increased to nine per school year (1 per month). The PLAN team will be responsible for the following:
 1. Assign and monitor the entry year mentoring program;
 2. Survey staff to determine professional needs;
 3. Arrange for evaluation of the program;
 4. Assign mentors to teachers new to the district and others who request assistance;
 5. Determine the length of mentoring for both entry year and others; and
 6. Provide conflict resolution.
- D. Released Time for Mentorees
All new teachers, teachers new to the district, and others who volunteer to be mentored will receive a minimum of two and a maximum of four professional days to be used in half-day increments in order to meet with assigned mentors.
- E. This Article shall be implemented if, and only if, the Board of Education receives grant monies to pay the stipends, costs, and obligations of this Article. If said grant monies are not received, then this Article shall be void and held for naught unless the Department of Education, Board of Education and Association agree to a modified plan. If grant monies are not received in subsequent years to fund the stipends, costs and obligations, this Article shall be void and held for naught.
The Prime Time days must be approved by the Department of Education. If approval is not received, the utilization of Prime Time shall be void and held for naught.

ARTICLE XXXII

REIMBURSEMENT TO VAN DRIVERS

The Board of Education will reimburse applicants who successfully complete necessary certification and licensure to operate a school district van for transportation of students and staff to and from athletic events up to a maximum of One Hundred Fifty Dollars (\$150.00) per application. The Board shall also reimburse a certified and licensed applicant for any co-payment for any physical examination required to maintain the certification and licensure which is covered under the then existing health insurance plan designated in Article XIX of this Agreement, provided the physical is performed at the facility designated by the employer.

ARTICLE XXXIII

SENIORITY

1. Definitions

- (a) Seniority shall be defined as the continuous service or employment of a teacher beginning with the first date the teacher reported for duty without distinction between full-time and part-time employment. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by the date of the Board Meeting at which the teacher was hired. If two (2) or more teachers were hired at the same Board meeting, then seniority will be determined by a lottery drawing.
- (b) The first date of reporting for duty is the first date of reporting for teaching duties, notwithstanding that the teacher may have reported for duty under a supplemental or extended service contract at an earlier date.
- (c) Long term substitutes shall not accrue seniority within the system.

2. Continuous Employment or Service shall be defined as:

- a) All time on sick leave;
- b) All time accrued on a Board approved leave of absence;
- c) All time while on military leave of absence;
- d) All time on disability retirement up to a maximum of five (5) years;
- e) All time during suspension of a teacher if the teacher is subsequently reinstated;
- f) All time when a teacher who submits a letter of resignation is consequently reemployed by the Board for the ensuing school year.
- g) Should the employee leave the Bargaining Unit for an administrative position, then his or her seniority shall remain frozen at the date the employee left the Bargaining Unit.

3. Seniority Loss

Seniority shall be lost when a teacher:

- a) Resigns;
 - b) Retires and is not reemployed by the Board under Article XXVIII for the ensuing school year.
 - c) Leaves the employment of the Board due to non-renewal or termination of contract.
4. By December 31st of each school year, the Association and the Administration shall mutually agree upon a seniority list which shall be binding on the Board and the SEA throughout the ensuing calendar year.

ARTICLE XXXIV
PROFICIENCY TUTORS

1. Proficiency tutors are those teachers assigned to assist students in upgrading skills and may work 3 hours and 40 minutes per day or less.
2. Proficiency tutors shall receive all rights and benefits as provided by law and the terms of the Master Agreement.
3. Proficiency tutors shall not be entitled to a lunch break or a planning and conference period.
4. The Board shall pay toward the proficiency tutor insurance premium 50% of the amount that it pays for a full-time teacher's Major Medical, Dental, Prescription and any other insurance premium. The proficiency tutor will be responsible for paying the remaining balance due on said premium.
5. Proficiency tutors may bid upon vacant full-time or part-time positions in accordance with Article X. However, such teacher's seniority shall be prorated at 50% of a full-time teacher's experience.

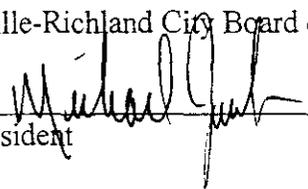
ARTICLE XXXV
DURATION OF CONTRACT

35.1 This agreement shall remain in effect from June 1, 2012, to May 31, 2014.
both dates inclusive.

SIGNED by the duly authorized representatives of the parties hereto in quadruplicate originals the day and year first above written.

St. Clairsville-Richland City Board of Education

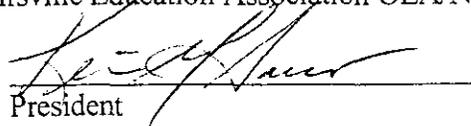
by:



President

St. Clairsville Education Association OEA/NEA/Local

by:



President

MEMORANDUM OF UNDERSTANDING
Technology Acceptable Use Policy for Staff

This Memorandum of Understanding is entered into by and between the St. Clairsville-Richland City School District Board of Education (Board) and the St. Clairsville Education Association (SEA).

WHEREAS, the Board has adopted a "Network Privacy and Acceptable Use for Staff Members" policy (EDEA); and

WHEREAS, the SEA has raised concerns regarding the privacy of its members use of personal technology equipment in the course of performing district business; and

WHEREAS, both the Board and the SEA recognize that advances in technology are consistently occurring;

It is AGREED that policy EDEA shall be modified to provide the following:

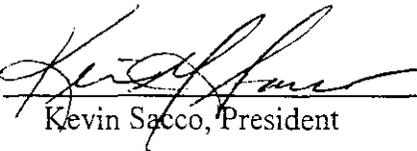
1. References to student violations of the policy and subsequent discipline will be deleted.
2. Prohibitions against instant messaging or text messaging by employees for district business will be deleted.
3. The term "Network" shall be as defined in Policy EDEA.
4. Nothing in the policy shall be construed to grant to the Board or its Administration a unilateral right to seize, confiscate or take custody of an employee's personal technological equipment which may or may not have been utilized by the employee to access the Network for district business or other activities permitted by the policy. The employee may be required to produce such equipment and its content through subpoena, warrant or other order of a court of competent jurisdiction.
5. An employee's use of a district provided "Teacher Website" as developed in the district will be monitored by the Administration.
6. Policy EDEA, or its successor, will be reviewed by the Technology Committee on an annual basis.

This Agreement shall not establish any precedent for either party.

Any alleged violation of this Memorandum of Understanding shall be subject to the terms of a grievance and arbitration procedure provided in Article IV of the Master Agreement between the SEA and the Board effective June 1, 2011.

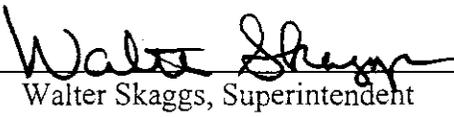
This Memorandum of Understanding shall be in effect through the duration of this contract.

ST. CLAIRSVILLE EDUCATION ASSOCIATION

BY: 
Kevin Sacco, President

Date: 11/2/12

ST. CLAIRSVILLE-RICHLAND CITY SCHOOL
DISTRICT BOARD OF EDUCATION

BY: 
Walter Skaggs, Superintendent

Date: 11/5/12

MEMORANDUM OF UNDERSTANDING
Credit Flexibility Program

This Memorandum of Understanding is entered into by and between the St. Clairsville-Richland City School District Board of Education (Board) and the St. Clairsville Education Association (SEA).

WHEREAS, Senate Bill 311 requires the Board to develop and implement a Credit Flexibility Program in conformity with the standards developed and being developed by the Ohio Department of Education (ODE); and

WHEREAS, the SEA desires professional input into the development of the district's Credit Flexibility Program;

It is therefore AGREED as follows:

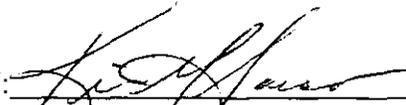
1. The Faculty Advisory Committee (FAC) shall be charged with the development and oversight of the district's Credit Flexibility Program as required by SB 311 and the Ohio Department of Education for recommendation to the Board of Education for its approval or disapproval.
2. The FAC shall consult with the "potential" teacher of record:
 - a) To identify the learning outcomes in the context of the student's Credit Flexibility Plan and the assessments thereof; and
 - b) To develop within the plan of study the minimum, regular intervals with the teacher of record regarding the student's progress.
3. No teacher shall be required to serve as a teacher of record.
4. A teacher who accepts the assignment of teacher of record for a student participating in an approved Flexibility Credit Plan shall be compensated at the VLA rate in existence at the time of assignment to be paid upon course completion. Provided, however, that payment of compensation is not conditioned on the student's receipt of credit for the course, unless the teacher has failed to fulfill his/her duties under the assignment.
5. The determination of the credit, if any, and the grade assigned, or level of mastery achieved, if applicable, shall be made by the teacher of record subject to the then existing grade appeal process within the district.
6. No change to the current make-up of the FAC will be made by the Administration without prior consultation with the SEA.

This Memorandum of Understanding shall not establish any precedent for either party.

Any alleged violation of this Memorandum of Understanding shall be subject to the terms of a grievance and arbitration procedure provided in Article IV of the Master Agreement between the SEA and the Board effective June 1, 2011.

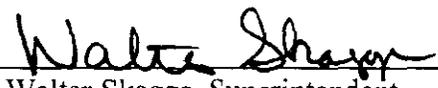
Unless modified by mutual agreement, this Memorandum of Understanding shall remain in effect through the duration of this contract.

ST. CLAIRSVILLE EDUCATION ASSOCIATION

BY: 
Kevin Sacco, President

Date: 11/2/12

ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT BOARD OF EDUCATION

BY: 
Walter Skaggs, Superintendent

Date: 11/5/12

MEMORANDUM OF UNDERSTANDING
Seniority

This Memorandum of Understanding is entered into by and between the St. Clairsville-Richland City School District Board of Education (Board) and the St. Clairsville Education Association (SEA).

WHEREAS, Article XXXIII of the Master Agreement between the SEA and the Board effective June 1, 2011, sets forth definitions of Seniority and the conditions under which seniority may be continued in the absence of a teacher from employment or lost as a result of absence of a teacher from employment; and

WHEREAS, the application of Seniority may be a determining factor in the award of a vacant teaching position; transfer of a teacher within the district; suspension of a teacher contract through a reduction in force; and recall of a teacher to reemployment from a previously suspended contract; and

WHEREAS, the Board and the SEA wish to mutually agree as to the placement of SEA members on the seniority list within the district;

It is AGREED that the Administration and the SEA shall certify, by mutual agreement, a seniority list of teachers within the district effective May 31, 2011. The status of a teacher on the seniority list as of May 31, 2011, which shall be the benchmark from which seniority shall be determined from and after June 1, 2011.

This Agreement shall not establish any precedent for either party.

Any alleged violation of this Memorandum of Understanding shall be subject to the terms of a grievance and arbitration procedure provided in Article IV of the Master Agreement between the SEA and the Board effective June 1, 2011.

ST. CLAIRSVILLE EDUCATION ASSOCIATION

BY: Kevin Sacco
Kevin Sacco, President

DATE: October 19, 2011

ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT
BOARD OF EDUCATION

BY: Walter Skaggs
Superintendent, Walter Skaggs

DATE: 10/19/11

MEMORANDUM OF UNDERSTANDING
between
ST. CLAIRSVILLE EDUCATION ASSOCIATION
and the
ST. CLAIRSVILLE CITY SCHOOL DISTRICT BOARD OF EDUCATION

Reduction in Force

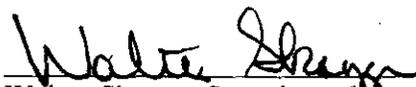
The Association and the Board agree, that Article XI, Reduction in Force, as delineated in the 2011-2012 Master Agreement between the parties, will be used to determine reductions of staff until such time as the Evaluation Policy and Procedure required under Ohio Revised Code 3319.112 for the evaluation of teachers in the St. Clairsville City School District is adopted, functioning and in effect.

This Agreement represents the entire Agreement by the parties and any other claimed verbal or informal understandings are null and void and shall have no effect on the written terms contained in this Agreement.

This Agreement is a binding contractual commitment. The parties acknowledge and agree that this Agreement is subject to the grievance process.



Kevin Sacco, SEA President



Walter Skaggs, Superintendent

11/2/12

Date

11/5/12

Date

MEMORANDUM OF UNDERSTANDING
EVALUATION DEVELOPMENT COMMITTEE

The Association and the Board agree to a joint Evaluation Development Committee for the purpose of creating the Evaluation Framework, procedure and process for the evaluation of certified employees in St. Clairsville-Richland City School District. In the interim, current Teacher Evaluation contract language (Article VIII) will continue to apply to the extent permitted by law

1. Composition

- a) The Committee shall be comprised of, four (4) Association members appointed by the Association president and, four (4) members appointed by the Board or its designee.
- b) Committee members shall be representative of elementary, middle school, secondary and specialty areas within the district.

2. Operational Procedures

- a) At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually.
- b) The Committee shall recommend an evaluation model to the Board and the Association.

3. Compensation

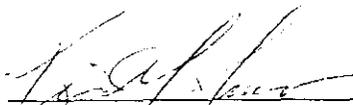
- a) Any committee work required outside of the work day, teacher members will be paid fifty dollars (\$50) per meeting with the chairperson receiving sixty dollars (\$60) per meeting to compensate for additional duties.

4. Committee Authority

- a) The Evaluation Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.
- b) If the committee has not recommended or the Board has not adopted an Evaluation Policy by July 1, 2013, the current contract language (Article VIII) will be modified to align with the required elements of the Ohio Teacher Evaluation System (OTES) thru the 2013-2014 school year.

5. Adoption/Revision of Evaluation Model

- a) Once ratified by both parties this procedure shall be incorporated into the Master Agreement and will go into effect for the start of the 2013-2014 school year.
- b) In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to the Master Agreement agree to reconvene this committee to recommend any necessary adjustments.



Kevin Sacco, SEA President

11/2/12

Date



Walt Skaggs, Superintendent

11/5/12

Date

APPENDIX A

VERIFICATION REPORT

INFORMAL STEP

The undersigned potential grievant and his/her immediate supervisor acknowledge that a potential grievance was discussed between them in accordance with Step I of the negotiated agreement between the Board of Education and the S.E.A. regarding an incident allegedly occurring on

(Date) _____ which generated the following complaint by the potential grievant:

Supervisor Answer:

Discussion Date: _____

Answer Date: _____

Potential Grievant

Immediate Supervisor

APPENDIX B

GRIEVANCE REPORT FORM

Aggrieved Person, Persons and/or Association:

Address: _____

_____ Phone: _____

School: _____ Principal: _____

Date Grievance Occurred: _____

Have you discussed this with your immediate supervisor? ____ Yes ____ No

If no, follow informal step procedure. If yes, attach verification report.

Statement of Grievance: What part of the definition of a grievance is violated? Set forth the language and source violated.

Relief Sought:

Grievant: _____

To be signed and dated by
Board Representative:

Check applicable box:

/___/ Step I, Immediate Supervisor

Date Received

Acknowledged

/___/ Step II, Superintendent

Date Received

Acknowledged

/___/ Step III, Board of Education

Date Received

Acknowledged

/___/ Step IV, Arbitration

Date Received

Acknowledged

STEP ONE (Formal)

Decision: _____

Date: _____ Signature: _____

Immediate Supervisor

Date Received: _____ Signature: _____

Aggrieved and/or
Association Representative

STEP TWO (Formal)

Decision: _____

Date: _____ Signature: _____

Superintendent

Date Received: _____ Signature: _____

Aggrieved and/or
Association Representative

STEP THREE (Formal)

Decision: _____

Date: _____ Signature: _____

For the Board of Education

Title: _____

Date Received: _____ Signature: _____

Aggrieved and/or
Association Representative

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY

*Signature of the aggrieved and/or Association representative indicates only receipt and not necessarily agreement with the decision.

APPENDIX C

NOTICE OF VIOLATION

You have parked in a parking space that has been reserved for the teaching staff of the St. Clairsville-Richland City School District. Parking spaces are provided for staff members in order to facilitate the educational program. Public parking is provided in designated areas or on the adjacent public streets.

We appreciate your cooperation in this matter.

APPENDIX D

ARTICLE VII – Continuation

7.3 Complaint Procedure – Professional Staff Form

COMPLAINT PROCEDURE – PROFESSIONAL STAFF FORM

DATE: _____

NAME: _____

ADDRESS: _____

TELEPHONE: _____

Complainant Represents: _____ Himself/Herself
_____ Organization
_____ Other Group

- (1) Whom is this complaint against?
- (2) Complaint: (Please be specific in the nature of the complaint)

Request a conference: _____ Yes _____ No

Signature (Complainant)

Signature (Supervisor)

Signature (Teacher)

APPENDIX E

REQUEST FOR SICK LEAVE DONATION PROGRAM

Employee's Name _____

I am requesting _____ (number of days) from the Sick Leave Donation Program.

1. I understand that my request will be considered and granted only if there are days donated by fellow employees to the Sick Leave Donation Program.
2. I understand that the number of days granted cannot exceed the number of days that have been donated up to a maximum of fifteen (15) per application and a maximum thirty (30) days for the same illness or injury as needed, and as approved by the Sick Leave Donation Committee per school year regardless of the number of requests.
3. I have read the guidelines for use of the Sick Leave Donation Program in the Negotiated Agreement.
4. I understand that I am only eligible to use the Sick Leave Donation Program during the current school year.
5. I have attached all required documentation as required in Article XV.

I have read all of the above statements and agree to abide by the conditions.

Date _____

Name of person making request

(Name may be withheld on donation request form upon request of person making request for Sick Leave Donation Program)

I DO _____ I DO NOT _____ request that my name be withheld

Date _____ Approved by Committee

One copy of this form should be returned to the Treasurer and one copy should be sent to the Association President.

APPENDIX F

AUTHORIZATION OF DONATION TO SICK LEAVE DONATION PROGRAM

I have read the Request for Sick Leave Donation Program and agree to donate _____ days

For the Sick Leave Donation Program to _____
Name of Employee Receiving Donation
(Name may be withheld upon request)

I currently have a total of _____ days accumulated sick leave.

Date: _____

Name of Employee making donation: _____

Signature

This form should be returned to the Sick Leave Donation Committee via the Treasurer's Office.

APPENDIX G

***St. Clairsville Richland City Schools
SuperMed Plus
Medical Plan***

Benefits	Network	Non-Network
Benefit Period	August 1 st through July 31 st	
Dependent Age	26	
Older Age Child	Removal upon End of Month	
Blood Pint Deductible	0 Pints	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Initial Group Waiver, All Others: 6-12	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible-Single/Family ¹	\$550/\$1,000	\$1,000/\$2,000
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible)-Single/Family	None	\$1,000/\$2,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit ²	\$35 copay, then 100%	70% after deductible
Surgical Services in Physicians Office	\$15 copay, then 100%	70% after deductible
All Immunizations	100%	70% after deductible
Administration of H1N1	100%	
Allergy Testing	100%	70% after deductible
Allergy Treatments	100%	70% after deductible
Preventive Services		
Routine Physical Exams (Age 9 and over)	100%	70% after deductible
Well Child Care Services including Exam & Immunizations & Lab Tests (to age 9)	100%	70% after deductible
Routine Vision Exams -- includes Refraction	100%	70% after deductible
Routine Hearing Exams	100%	70% after deductible
Routine Mammogram (one per benefit period)	100%	70% after deductible
Routine Pap Test (one per benefit period)	100%	70% after deductible
Routine Laboratory, X-ray & Medical Tests (Age 9 and over)	100%	70% after deductible
Routine Endoscopic Services (Age 9 and over)	100%	70% after deductible
Outpatient Services		
Surgical Services (other than in physician's office)	100% after deductible	70% after deductible
Diagnostic Services	100% after deductible	70% after deductible
Physical Therapy-Professional & Facility (20 visits per benefit period)	Professional \$15 copay, then 100% Facility 100% after deductible	70% after deductible
Occupational Therapy -- Professional & Facility (20 visits per benefit period)	Professional \$15 copay, then 100% Facility 100% after deductible	70% after deductible
Chiropractic Therapy -- Professional Only (12 visits per benefit period)	\$15 copay, then 100%	70% after deductible
Speech Therapy-Facility & Professional (20 visits per benefit period)	Professional \$15 copay, then 100% Facility 100% after deductible	70% after deductible

Benefits	Network	Non-Network
Cardiac Rehabilitation/Pulmonary Rehabilitation	Professional \$15 copay, then 100% Facility 100% after deductible	70% after deductible
Emergency use of an Emergency Room ³	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room ⁴	\$75 copay, then 100%	\$75 copay, then 100%
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	70% after deductible
Diagnostic Services	100% after deductible	70% after deductible
Professional Services	100% after deductible	70% after deductible
Maternity	100% after deductible	70% after deductible
Skilled Nursing Facility	100% after deductible	70% after deductible
Additional Services		
Ambulance	100% after deductible	
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices	100% after deductible	70% after deductible
Home Healthcare	100% after deductible	70% after deductible
Hospice	100% after deductible	
Oral Accident	100% after deductible	70% after deductible
Organ Transplants		
Weight Loss Surgical Services including complications from Weight Loss Surgery		
Private Duty Nursing		
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

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

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

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

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

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

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible.

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

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

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

**St. Clairsville Richland City Schools
Prescription Drug Program**

STATE OF OHIO
SCHOOL DISTRICTS

2013 NOV 20 P 4:30

Benefits	Copay	Day Supply
Benefit Period	August 1 st through July 31 st	
Dependent Age Limit	Same as Medical	
Formulary Retail Program with Oral Contraceptive Coverage¹		
Generic Copayment	\$10	30
Formulary Copayment	\$20	30
Non-Formulary Copayment	\$30	30
Diabetic Supplies	0	30
Asthmatic Supplies	0	30
Formulary Home Delivery Program with Oral Contraceptive Coverage		
Generic Copayment	\$20	90
Formulary Copayment	\$40	90
Non-Formulary Copayment	\$60	90
Diabetic Supplies ²	0	90
Asthmatic Supplies ²	0	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

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

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

¹Coverage includes Preventive Medications, in accordance with Federal Law.

²Includes over-the-counter items, as well as insulin, syringes, needles, glucose monitors and meters.

³Includes Replacement bags, Peak Flow Meters and Inhalation Spacers only.