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08/13/2014

**MASTER AGREEMENT**

**BETWEEN**

**RIPLEY-UNION-LEWIS-HUNTINGTON  
EDUCATION ASSOCIATION**

**AND**

**RIPLEY-UNION-LEWIS-HUNTINGTON  
BOARD OF EDUCATION**

**[BROWN COUNTY]**

**EFFECTIVE: JULY 1, 2014 THROUGH JUNE 30, 2017**

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## **ARTICLE I – RECOGNITION**

### **1.01 ASSOCIATION RECOGNITION:**

The Ripley-Union-Lewis-Huntington Board of Education, hereinafter referred to as "Board", recognizes the Ripley-Union-Lewis-Huntington Education Association, affiliated with the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining agent for the bargaining unit as described in Article 1.02 of this contract.

### **1.02 BOARD RECOGNITION:**

The Association recognizes the Board as the locally elected body charged with the establishment of policy for public education in the Ripley-Union-Lewis-Huntington Local School District and as the employer of all personnel of the district. The Association further recognizes that the Board shall have the sole responsibility for the management and control of all the schools in the district and is specifically delegated with the responsibility of making the rules and regulations by which the district is governed as provided by but not limited to Sections 4417.08 (C) and 3313.47 of the Ohio Revised Code. The Association further recognizes that the Board has the exclusive authority in all matters concerning supervision, evaluation, suspension, discipline, layoff, termination, and hiring of all members of the bargaining unit except as limited by the specific provisions of this contract.

### **1.03 BARGAINING UNIT DEFINED:**

The bargaining unit shall be defined as all regular and part-time certified employees, including tutors, who are under contract with the Board, Senior Marine Instructor, and Marine Instructor, excluding all substitute teachers, the Superintendent, administrative assistants, principals and assistant principals, supervisors and all others for whom certification and administration is required as a condition of employment.

### **1.04 RIGHT OF ASSOCIATION MEMBERS:**

Both parties agree that all members of the bargaining unit have the right to join, participate in, and assist the employee organization, and the right to refrain from such without intimidation or coercion. Furthermore, that the Board agrees that there will be no reprisals of any kind taken against any professional staff member by reason of his/her membership in the Association or participation in its activities.

## **1.05 PART-TIME TEACHERS**

For purposes of this Agreement, the term “part-time teacher” shall mean any teacher who actually teaches, on a per-diem basis, fewer than four (4) hours per teacher work day.

For purposes of determining a “year of service” for the district salary schedule and for seniority, a teacher must teach part-time for more than one hundred and twenty (120) days during a school year in order to receive credit for a year of service on the district salary schedule and for seniority.

For purposes of determining seniority for part-time teachers teaching less than one hundred and twenty (120) days during the school year, and for purposes of determining salary payment and insurance benefits for part-time teachers, all shall be determined on a prorated basis in proportion to the percentage of a full-time teacher contract day actually worked (i.e., a teacher teaching one-half [1/2] of the full-time teacher contract day for the entire contract year shall have the Board contribute an amount equal to fifty percent [50%] of what it contributes for a full-time teacher for the same benefit). No teacher employed as full-time shall subsequently be employed as part-time except through the implementation of the negotiated Reduction-In-Force.

## **ARTICLE II – NEGOTIATIONS PROCEDURE**

### **2.01 INITIATING NEGOTIATIONS:**

Prior to March 1 of the calendar year in which the negotiations are scheduled to occur, either party may notify the other party of the desire to commence bargaining.

### **2.02 REQUEST FOR NEGOTIATIONS:**

All requests for the initiation of negotiations shall be made in writing. Requests initiated by the Association shall be directed to the Superintendent and requests initiated by the Board shall be directed to the President of the Association.

### **2.03 INITIAL NEGOTIATIONS SESSION:**

Within five (5) calendar days of the written request for negotiations, the receiving party shall contact the official representative of the requesting party to determine a mutually agreed upon time, place, and date of the initial negotiations session. The initial bargaining session shall be no later than thirty (30) calendar days from the date of the receipt of the written request for initiation of negotiations, unless extended by mutual agreement of the parties.

**2.04 EXCHANGE OF PROPOSALS:**

At the first negotiation session, the first item of business will be the exchanging of negotiation proposals. Once the parties have exchanged proposals, no new proposals shall be submitted unless otherwise mutually agreed.

**2.05 SUBSEQUENT NEGOTIATIONS SESSIONS:**

All necessary subsequent meetings shall be held at times and places mutually agreed to by the parties.

**2.051 SCHEDULING OF SUBSEQUENT SESSIONS:**

The parties shall schedule six (6) sessions. If the six (6) sessions do not result in an agreement, the parties shall schedule two (2) additional meetings of four (4) hours each in order to try to reach an agreement.

**2.052 LENGTH OF BARGAINING SESSIONS:**

Bargaining sessions shall last a maximum of three (3) hours.

**2.06 SCOPE OF BARGAINING:**

The scope of bargaining of a successor contract shall be limited to wages, hours, terms and other conditions of employment and the continuation, modification or deletion of any existing provision of this contract.

**2.07 GOOD FAITH:**

The parties shall bargain in good faith. Good faith requires that the Board and the Association be willing to react to each other's proposal. Nothing in this agreement shall commit either party to agree to a proposal or to make a concession.

**2.08 NEGOTIATION TEAMS:**

The teams shall be made of up to five (5) people of the party's choice. Neither party shall have control over the selection of the bargaining team members of the other party. All bargaining shall be conducted exclusively between the teams.

**2.09 USE OF CONSULTANTS:**

Formal presentation may be made by consultants and/or Board Treasurer upon specific items under discussion provided notice of the fact that a consultant shall appear and the topic he shall address is given to the chairperson of the other party not less than three (3) working days prior to the session at which the consultant shall be present. The expense of the consultant shall be borne by the party requesting or hiring him/her.

**2.10 CAUCUS:**

Either party shall have the right to caucus at any time during negotiations.

**2.11 PRESS RELEASES:**

No statements to the media shall be issued during the period of negotiations. If impasse is declared, either party may release information to the media.

**2.12 TIME LIMITS:**

These time limits may be modified by mutual agreement.

**2.13 AGREEMENT:**

The bargaining teams shall have the authority to indicate tentative agreement pending final approval of the Board and the Association. When tentative agreement has been reached on all issues, it shall be reduced to writing and submitted to the Board and the Association for approval. Following approval by both parties, the agreement shall be binding on both parties.

**2.14 DISAGREEMENT/IMPASSE PROCEDURE:**

If agreement is not reached within sixty (60) calendar days of the initial negotiations session, the impasse procedure of this contract will be implemented.

**2.141 MEDIATION:**

If, after sixty (60) days prior to the expiration of the agreement or a reopener agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

**2.142 MEDIATION PERIOD:**

The mediation period shall be thirty (30) calendar days from the day the initial mediation session is held. The mediation period may be extended beyond the thirty (30) days by mutual agreement of the parties.

**2.143 RIGHT TO STRIKE:**

The mediation period shall be thirty (30) calendar days set forth in 2.142, and assuming the contract has expired and no agreement has been reached, the employees in the bargaining unit represented by the Association shall have the right to strike provided that the Association has given ten (10) working days notice of an intent to strike to the Board and the State Employment Relations Board (SERB) as required by 4117.14 of

O.R.C. and further provided the Association has submitted the Board's final offer to a vote of its full membership.

**2.144 MUTUALLY AGREED-TO DISPUTE RESOLUTION PROCEDURE:**

This dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14 (C) (1) (f) and is intended to supersede the procedures contained in O.R.C. 4117.14.

**ARTICLE III – GRIEVANCE PROCEDURE**

**3.01 DEFINITION OF GRIEVANCE:**

A grievance is a specific claim by a teacher, group of teachers, or the Association based upon an alleged violation, misinterpretation or misapplication of the collective bargaining agreement entered into between the Board and the Association.

**3.02 TIME LIMITS:**

All time limits specified herein are calendar days on which the school district administration offices are open for business.

**3.021 FAILURE TO PROCESS WITHIN TIME LIMITS:**

Failure of the grievant to appeal to the next level of the grievance procedure within the specified time limits shall constitute a waiver of the right to appeal and shall mean that the grievance shall be resolved in accordance with the recommendations made at the previous level. If a condition is recurring, the fifteen (15) day time limit will be applied to the most recent occurrence.

**3.022 EXTENSION OF TIME LIMITS:**

In the interest of the prompt resolution of employee complaints, the action of each step of the grievance procedure should be taken as rapidly as possible. The prescribed time limit may not be extended except by mutual agreement of the parties at the step.

**3.03 SCHEDULING OF GRIEVANCE HEARINGS:**

The employee and administrator shall mutually agree as to the time, place and date of the hearings.

**3.04 RIGHT TO REPRESENTATION:**

The grievant will be afforded representation of his/her own choosing at any step in the grievance procedure.

**3.05 CONFIDENTIALITY OF PROCEEDINGS:**

Grievance information or testimony must be treated in a most discrete and confidential manner by all persons involved unless otherwise required by law.

**3.051 GRIEVANCE RECORDS:**

No records, documents, or communication concerning a grievance will be placed in the personnel file of an individual grievant.

**3.06 RIGHT TO PRESENT WITNESS(ES):**

Each party has the right to have a witness present during the grievance procedure. The designated witness for either party shall act in the capacity of an observer only and cannot participate in any discussion during the meetings.

**3.07 STEP ONE – INFORMAL:**

Every reasonable effort should be made by the employees to first discuss any grievance with their immediate supervisors, and are urged to initiate such discussions at the time dissatisfaction or question arises. Principals, in turn, should take positive and prompt action to answer employees' questions and resolve complaints presented to them. Either party has the right to have the designated witness at said meeting. Said witness shall act as an observer as described in Section 3.06 of this Article.

**3.08 STEP TWO – SUPERINTENDENT:**

If the discussion at step one does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to file a written grievance with the Superintendent (**APPENDIX A**). If such grievance is not filed within fifteen (15) days after the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived.

**3.081 STEP TWO MEETING:**

Within ten (10) days of receipt of the written grievance, the Superintendent shall arrange a meeting with the employee to discuss the grievance and develop all available facts and information relative to the grievance. Either party has the right to have a representative as outlined in Article 3.04, present at the meeting.

**3.082 WRITTEN DECISION:**

The Superintendent shall take action on the written grievance within ten (10) days after said meeting. The action taken and the reasons for the action shall be reduced to writing and a copy of the same shall be forwarded to the employee.

**3.09 STEP THREE – BOARD:**

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Board. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board. Failure to file such appeal within ten (10) days of receipt of the written decision of the Superintendent's action and said grievance at step two shall be deemed a waiver of the right to appeal.

**3.091 NEXT BOARD MEETING:**

The Treasurer shall place the matter on the agenda for the next regular meeting of the Board.

**3.092 RIGHT TO REPRESENTATION:**

The grievant and the Principal involved shall have the right to be represented at such meeting by the representative of his/her choice.

**3.093 BOARD DECISION TIMELINE:**

The Board shall act upon such appeal not later than its next regular meeting. A copy of the written decision of the Board shall be sent to the grievant and the Superintendent.

**3.10 STEP FOUR – ARBITRATION:**

If the dispute is unable to be resolved at Step 3, the Board level, the grievant may appeal in writing to advisory arbitration or to the appropriate Brown County Court. The notice of appeal shall be sent to the Treasurer or to the appropriate Court, whichever is applicable, within ten (10) calendar days of the grievant's receipt of the decision of the Board. Failure to file such appeal within ten (10) calendar days of the receipt of the Board's decision shall be deemed a waiver of the right to appeal.

**3.101 SELECTION OF ARBITRATOR:**

The parties shall request a list of names from the American Arbitration Association from which an arbitrator will be selected. The arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association.

**3.102 HEARING DETERMINATION:**

The time, place, and date of the hearing shall be established by AAA. Such hearing shall be held at the earliest time mutually convenient to the grievant, the Board, and the arbitrator. In the case of disagreement concerning the time of the hearing, the arbitrator shall have the authority to determine the date and location of the hearing.

**3.103 POWER OF ARBITRATOR:**

The arbitrator shall not have the power to add to, subtract from, or modify this contract and shall only have the authority to interpret the provisions of this contract and all relevant state and federal law as they relate to the specific grievance appealed to arbitration.

**3.104 DECISION OF ARBITRATOR:**

After a full hearing on the matter, the arbitrator shall render his/her decision and recommendations as soon as possible. The report shall be transmitted simultaneously to the grievant and the Board. The Board shall consider and take action upon the arbitrator's recommendation within thirty (30) days after receipt of the arbitrator's decision.

**3.105 ARBITRATOR EXPENSES:**

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association (50% Board and 50% Association).

**3.106 PARTIES TO / WITNESSES FOR ARBITRATION:**

All bargaining unit members who are parties to an arbitration, as well as up to two (2) bargaining unit members subpoenaed as witnesses to testify at such arbitration, shall be released from teaching duties with pay and without loss of sick leave, personal leave, or professional leave. In the case of an Association grievance, the Association President shall be the grievant.

**ARTICLE IV – ASSOCIATION RIGHTS**

**4.01 PAYROLL DEDUCTION OF ASSOCIATION DUES:**

The Treasurer of the Board shall deduct from the payroll Association dues for all members who so request in writing prior to the end of October. Deductions shall be made in twenty-six (26) equal units, with any odd cents being added to the last deduction.

**4.011 CONTINUING ENROLLMENT:**

Dues deduction and membership authorization shall be continuous once requested for the duration of this negotiated Agreement, except that such authorization may be revoked by the employee, in writing from the opening day of school for the staff until September 15 during the first year of this negotiated Agreement. Upon enrollment, the Association will notify the employee that enrollment will be continuous throughout the duration of this negotiated agreement. The dues deduction authorization provided for herein, shall not be revoked except during the open period set forth above. A teacher shall give written notice to the Treasurer of the Board and to the Treasurer of the Association to discontinue such deductions during the window period.

**4.02 USE OF SCHOOL EQUIPMENT AND FACILITIES:**

The Association may have access to school equipment and facilities according to the procedures established by Board policy for any other member of the public.

**4.03 USE OF BULLETIN BOARDS:**

The Association has the right to partial use of the bulletin boards in faculty lounges, faculty lunchrooms, and faculty workrooms.

**4.04 BOARD INFORMATION:**

The Treasurer shall provide the Association's agent with the following, upon request, at the Association's expense:

- a) training and experience grid;
- b) Treasurer's monthly financial reports;
- c) certified staff form CS-1;
- d) State form 2;
- e) December monthly financial report;
- f) any and all auditor's amended certificates of estimated resources;
- g) Annual appropriation resolution;
- h) July tax budget;
- i) Annual summary report and rate increase data for all insurance coverage;
- j) Form SM-1;
- k) Form SM-2;
- l) any other public documents accessible to the public at large.

**4.05 INTERNAL SCHOOL COMMUNICATION:**

Representatives of the Association may make announcements over the building public address system. These announcements shall be limited to after school and the first five minutes and the last five minutes of the school day. The Association shall be allowed to use staff mailboxes, school email, and use the internal mail

delivery system to conduct Association business. It shall not conduct the Association business during the school day. Upon request, Association representatives shall be granted up to ten (10) minutes to make Association related announcements to teachers at all district and faculty meetings.

**4.06 ASSOCIATION ADDRESSING BOARD:**

The Association can request to be placed on the agenda of any regular scheduled Board meeting, provided such request is made to the Superintendent at least 24 hours preceding the Board meeting. The request shall include which issue(s) the Association will be addressing.

**4.07 ASSOCIATION RELEASED TIME:**

The Association President and/or any duly elected delegates, that have voting credentials at the OEA R.A., shall each be granted one paid professional day of leave to attend the Fall Ohio Education Association Representative Assembly and one paid professional day of leave to attend the Spring Ohio Education Association Representative Assembly.

**4.08 FAIR SHARE FEE:**

**4.081 PAYROLL DEDUCTION OF FAIR SHARE FEE:**

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract.

**4.082 NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE:**

Notice of the amount of the annual fair share fee, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining the amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Union.

**4.083 SCHEDULE OF FAIR SHARE FEE DEDUCTIONS:**

**A. All Fair Share Fee Payors**

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15<sup>th</sup> annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

1. Sixty (60) days employment in a bargaining unit position or;
2. January 15<sup>th</sup>

**B. Upon Termination of Membership During the Membership Year**

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

**4.084 TRANSMITTAL OF DEDUCTIONS:**

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

**4.085 PROCEDURE FOR REBATE:**

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.07(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

**4.086 ENTITLEMENT TO REBATE:**

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

**4.087 EXCLUSIONS:**

Any bargaining unit member employed during the 2004-2005 school year that was not a member of the Ripley-Union-Lewis-Huntington Education Association will be grandfathered in and will not be subject to the Fair Share Fee provision of this contract. However, if a grandfathered employee elects to become a member in the future they then shall have waived their rights to be excluded from this provision and will be subject to the Fair Share Fee if they choose to no longer be a member of the Association.

**ARTICLE V – COMPENSATION**

**5.01 CERTIFIED SALARY:**

Using the present index and schedule, the BA-0 base salary shall be as follows (See APPENDIX B):

2014-2015	1.25% Increase	\$29,838
2015-2016	1% Increase	\$30,137
2016-2017	1% Increase	\$30,438

\*Beginning with the 2012-2013 school year and continuing through the 2013-2014 school year, steps on the salary schedule shall be frozen and no certified employee will be moved to the next step, if applicable. At the expiration of this contract, all employees will be placed back on their appropriate step for years of service on the salary schedule, as if the freeze had not occurred, for the next Collective Bargaining Agreement.

**5.02 MA + 18 SALARY COLUMN:**

Hours for placement on the MA + 18 column shall be graduate hours earned after receipt of a Master's Degree.

**5.03 SUPPLEMENTAL SALARIES:**

Indexed Supplemental Salaries shall reflect an increase at the same percentage rate as the teachers' base salary.

A joint standing Association/Board of Education committee shall be formed to review any newly formed supplemental positions and determine the placement of the positions on the Supplemental Salary Schedule (See APPENDIX C) or the removal of supplemental positions for which contracts are no longer awarded.

**5.04 INTERNAL SUBSTITUTION:**

Teachers needed to sub for classes during planning periods will be paid twenty dollars (\$20.00) per hour or five dollars (\$5.00) per quarter hour.

**5.041 ATTENDANCE AT IEP MEETINGS:**

Meetings during regular school hours may be attended by a teacher-selected representative, and a substitute will be provided for the selected representative. A teacher-selected representative may also attend meetings after school hours, but that representative shall be reimbursed at the rate of twenty dollars (\$20.00) per hour or five dollars (\$5.00) per quarter hour. If necessary, IEP meetings may be scheduled during a teachers planning period. However, in no event will a teacher be required to attend more than four (4) IEP meetings a month during a teacher's planning period. If the number of meetings exceed four (4) meetings then the teacher shall be paid the rate set forth in this section.

**5.0411 IEP WAIT TIME:**

Every effort shall be made on behalf of the school district to schedule IEP meetings during the normal work day. If that is not possible, then every effort shall be made on behalf of the school district to schedule IEP meetings within one hour after the normal school day. In the event this is not feasible then the teacher-selected representative, special education teacher and/or any other bargaining unit member expected to attend the meeting shall be given a \$10 stipend for every hour or part thereof, of wait time after the normal school day.

**5.05 PAYROLL PRACTICES:**

**5.051 SALARY PAYMENTS:**

Salary payments shall be in twenty-six (26) equal installments due on alternate Fridays of each month.

**5.052 PAYROLL DEDUCTIONS:**

These payments shall have deductions for the following:

- 1) teacher's retirement (required);
- 2) withholding (required);
- 3) optional insurance (optional) bi-monthly;
- 4) tax-sheltered annuity (optional) eight limit bi-monthly;
- 5) Credit union (optional) bi-monthly;
- 6) Association dues deduction by Treasurer if requested, 26 periods equal monthly installments – sent directly to Columbus.

**5.053 DEDUCTIONS FOR ABSENCE:**

When deductions for absence are made, they shall be on the basis of the annual salary divided by the number of days in the school year multiplied by the days of absence.

**5.054 DISCONTINUATION OF SERVICE:**

Should it become necessary for a teacher to discontinue his/her service before completing his/her contract, an adjustment in salary will be made so that the amount the teacher receives shall be equal to his/her annual salary divided by the number of days in the school year times the number of days of actual service.

**5.06 MILEAGE RATE:**

All professional staff members of the bargaining unit who are required by the nature of their regular daily assignment to drive their own vehicle between school buildings during the school day shall receive a mileage allowance for his/her allowable mileage at the IRS mileage rate in effect at the beginning of the school year. A report acceptable to the Treasurer will be submitted at the end of each month.

**ARTICLE VI – FRINGE BENEFITS**

**6.01 HOSPITALIZATION/MAJOR MEDICAL:**

The Board shall offer each bargaining unit member hospitalization and major medical coverage through the Brown County Health Insurance Consortium or other carrier and shall maintain the current schedule of benefits offered by the Consortium. The Board agrees to assume and pay ninety percent (90%) of the single or family premium, employee pays ten percent (10%).

The District agrees to request that the Brown County Health Insurance Consortium review and bid out the insurance plans and insurance broker at least once every three years.

**6.02 LIFE INSURANCE:**

The Board shall pay 100% of the premium of \$50,000 term life insurance. Reductions will be made when a person reaches 70 years of age and again when a person reaches 75 years of age per the terms of the term life policy.

**6.03 COLLEGE REIMBURSEMENT FUND:**

The Ripley-Union-Lewis-Huntington Board of Education agrees to budget funds to aid teachers in obtaining additional college training in an approved crediting college. The amount to be budgeted shall be Fifteen Thousand Dollars (\$15,000).

**6.031 APPROVAL:**

The course(s) taken shall be approved by the Superintendent prior to the start of the course (**See APPENDIX D**). Courses taken must be in an approved program leading toward a degree or certification program and/or appropriate to his/her teaching position.

**6.032 REIMBURSEMENT REQUIREMENTS:**

The transcript and receipt of payment for additional hours must be in the hands of the Superintendent by the 30th of September to receive reimbursement through the Treasurer's Office in November. The teacher

must be under contract with the Ripley-Union-Lewis-Huntington Local Schools at the time of reimbursement.

**6.033 REIMBURSEMENT SCHEDULE:**

The total hours requested for reimbursement by bargaining unit members shall be divided into the total amount of funding available per Article 6.03. This amount shall be the maximum reimbursed to each bargaining unit member per quarter hour. In the interest of fairness to all, each teacher is limited to reimbursement for a maximum of six (6) semester hours in one year (September through August).

**6.04 SEVERANCE PAY:**

Severance pay is paid to employees of the bargaining unit upon their retirement from active school service under the provisions of the State Teachers Retirement System. The severance pay will be paid as follows:

Employed less than ten (10) years in the district – payment equal to one quarter (1/4) of the value of the bargaining unit member's accrued, but unused sick leave, based on the member's daily rate of pay at the time of retirement not to exceed a maximum of 40 days of severance pay.

Employed more than ten years, but less than twenty five years – payment equal to one quarter (1/4) of the value of the bargaining unit member's accrued, but unused sick leave, based on the member's daily rate of pay at the time of retirement not to exceed a maximum of 65 days of severance pay.

Employed more than 25 years but less than 30 years - payment equal to one quarter (1/4) of the value of the bargaining unit member's accrued, but unused sick leave, based on the member's daily rate of pay at the time of retirement not to exceed a maximum of 70 days of severance pay.

Employed 30 years or more - payment equal to one quarter (1/4) of the value of the bargaining unit member's accrued, but unused sick leave, based on the member's daily rate of pay at the time of retirement not to exceed a maximum of 75 days of severance pay.

For severance purposes only, sick leave accumulation will be calculated over the amount specified in Article 7.013. Teachers shall receive a yearly report showing the accumulation and balance of the severance pay account. This severance pay eliminates all sick leave credit previously accrued.

**6.05 SUPER SEVERANCE:**

A teacher who retires when he/she first becomes eligible for retirement under the provisions of the State Teachers Retirement System (STRS) shall receive super-severance pay provided the teacher retires at the end of the school year in which

the member first becomes eligible to receive those benefits. Eligibility information is available at [www.strsoh.org](http://www.strsoh.org).

First eligible to retire shall be defined as follows:

1. Retires when first eligible to receive the reduced actuarial benefit; or
2. For the life of this contract, anyone who was otherwise first eligible to retire under the prior STRS rules at thirty (30) years of service but whose retirement eligibility was extended due to the change in the STRS rules.

Super severance will be paid to a teacher once he or she provides satisfactory evidence of retirement in the first year eligible.

**6.051 SCHEDULE OF SUPER SEVERANCE PAYMENT:**

The Board shall make the super severance payment at the beginning of the next fiscal year.

**6.052 SUPER SEVERANCE:**

**6.0521 LUMP SUM:**

An eligible teacher shall receive a \$15,000 lump sum payment.

**6.06 STRS PICKUP:**

The Board herewith agrees with the Association to pick-up (assume and pay) contributions to the State Teachers' Retirement System upon behalf of the Employees in the bargaining unit on the following terms and conditions.

**6.061 AMOUNT OF PICKUP:**

The amount to be picked-up on behalf of each employee shall be the total employee's contribution based upon the employee's total annual compensation.

**6.062 UNIFORM APPLICATION:**

The pick-up shall apply uniformly to all members of the bargaining unit. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

**6.063 AFFECTED COMPENSATION:**

The pick-up shall apply to all compensation including supplemental earnings received thereafter.

**6.064 INDEMNIFICATION:**

The Association agrees on behalf of its members that the consequences of any adverse ruling by the Internal Revenue Service or by a court of law holding that said contributions are not in the form of a salary reduction shall be the responsibility of the member and not the responsibility of the Board.

**6.065 LIMITATION:**

The pick-up shall not result in additional cost to the Board.

**6.07 PLAN 125 (PREMIUM SECTION ONLY):**

**6.071 RIGHT TO PARTICIPATE:**

A plan under Internal Revenue Code Section 125 shall be adopted for every member of the bargaining unit who qualifies. Each bargaining unit member who is qualified shall have the right to participate in the Premium/Salary Reduction Section only of Section 125.

**6.072 SELECTION OF COMPANY/FORMS:**

The Board shall select a company to provide for the implementation of the plan and the Treasurer shall keep the Association President informed. Forms provided by the Board shall be completed by the employee in order for him/her to be able to participate in the plan. The forms shall be submitted to the Treasurer on or before February 1 of each year.

**6.073 CONTINUATION OF PARTICIPATION:**

Once an employee has volunteered to participate in the plan he/she must continue in the plan for the school year except for reasons of death, resignation, or retirement.

**6.08 PLAN 125 FLEXIBLE SPENDING ACCOUNT (FSA):**

The Board will make available to any employee that requests, a 125 Plan which includes a Flexible Spending Account (FSA). This plan shall allow employees to use pre-tax dollars to pay child and elder dependent care expenses and non-reimbursed medical, dental, and/or prescription drug bills.

**6.09 DENTAL INSURANCE**

The Board shall continue to provide the current dental plan available to bargaining unit members and shall pay fifty percent (50%) of the premium.

## ARTICLE VII – LEAVES OF ABSENCE

### 7.01 SICK LEAVE:

Employees shall be granted sick leave with pay. There shall be no deduction of wages for absence normally covered by sick leave until the employee's ability to accrue sick leave in that work year has expired, except as granted by O.R.C. 3319.08 (See APPENDIX E). If an employee uses more than five (5) consecutive days of sick leave, or if the Board of Education believes the teacher is misusing sick leave, the Superintendent may request that the teacher provide certification from a licensed medical professional justifying the employee's use of sick leave.

#### 7.011 RESTRICTIONS ON USE OF SICK LEAVE:

Sick leave pay may be used for personal injury or illness, pregnancy, exposure to contagious disease communicable to others, or injury, illness or death of a member of the immediate family. Sick leave will be granted for the death of an employee's immediate family, up to a maximum of ten (10) days per occurrence, unless extended by the Superintendent.

For the death of an employee's friend, sick leave will be granted up to a maximum of three (3) days, or more, as approved by the Superintendent. Prior approval for the death of a friend shall be required and shall not be unreasonably denied.

#### 7.012 IMMEDIATE FAMILY DEFINED:

Immediate family shall include: spouse, child, mother, father, brother, sister, grandparent, grandchild, aunt, uncle, respective in-laws of the foregoing members of the immediate household, blended family members, or another person regardless of legal relationship who resides in the immediate household.

#### 7.013 ACCUMULATION:

Such leave shall be accumulated at the rate of one and one-fourth (1-1/4) days per month. Accumulation of sick leave shall be up to 220 days.

### 7.02 SICK LEAVE POOL:

The sick leave pool is a voluntary plan allowing teachers to donate up to ten (10) sick leave days for a pool to be used by teachers who experience catastrophic illness or need as determined by a joint committee of four members, two from the Association; the Association President and designee, and two from the Ripley-Union-Lewis-Huntington Administration; the Superintendent/Assistant Superintendent and designee. The designee shall not come from the same building as the member who is requesting days from the pool with the exception of the Association President. The committee meetings shall be in executive session and all information discussed shall be considered confidential. Decisions require

a majority vote of the committee; results are given to the teacher jointly, and are final. Any member is limited to no more than 10 days in any given year and efforts will be made to assist the teacher to apply for disability under STRS guidelines if more time off is required. In special circumstances, the committee may extend the amount of days given. Payment from the pool will begin only after a member has used all of his/her accumulated sick days, available sick day advances and personal days. (See **APPENDIX G**)

**7.03 PERSONAL LEAVE:**

Each member of the certified staff shall be granted up to three (3) personal leave days per year.

**7.031 NOTICE REQUIREMENTS:**

Request for this leave shall be made in writing and, whenever possible, three (3) days in advance to the building principal (**See APPENDIX E**).

**7.032 RESTRICTIONS ON USE OF PERSONAL LEAVE:**

Personal days may be used for business and/or personal matters that cannot be completed outside the normal work day. An employee may not take a personal day before or after a holiday, before or after his/her vacation, for any other employment, or on the first or last day of the school year except in emergency situations as approved by the Superintendent or his designee. No more than four (4) certificated staff members from each building may take personal leave on any one day as long as a substitute is available. Special exceptions shall be at the discretion of the Superintendent. However, once a personal day has been approved, it shall be granted.

**7.033 TRANSFER:**

If a teacher has an unused personal leave day and upon giving written notice to the Treasurer by June 1, a teacher may elect to transfer a maximum of one (1) personal leave day to the following school year in lieu of non-use incentive for that day. This will allow for no more than four (4) personal days in any given year. Any remaining unused personal leave days will be subject to Article 7.04, non-use incentives. The option to transfer a personal leave day is not available to teachers who receive the perfect attendance bonus for both semesters within a single school year.

**7.04 NON-USE INCENTIVES:**

An employee shall have the right to one or the other of the following personal leave/sick leave non-use incentives (but not both):

**7.041 PERSONAL LEAVE NON-USE INCENTIVE:**

With the second pay in June, a teacher will be paid the current substitute teacher's daily pay for each unused personal day during that school year.

**7.042 PERFECT ATTENDANCE BONUS:**

A teacher who has used no personal leave and no sick leave days during the period of the first contracted day of work each school year through December 31 shall be paid a perfect attendance bonus of \$400.00, payable in the second paycheck in January. A teacher who has used no personal leave and no sick leave days during the period of January 1 through their last contracted day of work each school year shall be paid a perfect attendance bonus of \$400.00, payable in the last paycheck in July. A teacher who receives the perfect attendance bonus for both semesters in a single school year is ineligible to transfer a personal day under section 7.033.

A nine-month teacher shall be required to submit the form (**See APPENDIX F**) to the principal by no later than June 30. An eleven and twelve month teacher shall be required to submit the form to the principal by no later than July 15.

**7.05 ASSAULT LEAVE:**

Any teacher who suffers illness or injury that is directly related to an assault by a student or guardian of a student, while performing work-related duties, be it on or off the school grounds, shall be granted assault leave for the length of the absence, to a maximum of forty (40) days. Such leave shall be with full pay and shall not be charged against sick or personal leave.

**7.051 PHYSICIAN STATEMENT:**

Upon request, the member shall provide the Superintendent with a statement from his/her physician that the member is unable to perform the duties of his/her position due to injury for the first ten (10) days. After ten (10) days the Superintendent may request a specialist in the area of disability being claimed by member, to furnish the statement of disability.

**7.06 FAMILY AND MEDICAL LEAVE:**

An employee shall be granted an unpaid leave of absence of up to 12 work weeks per school year pursuant to the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) and Board Policy except as modified herein. This benefit shall be in addition to other leaves provided by this Contract. An employee who fails to return to the employ of the Board shall be required to reimburse the school district the Board's payment for insurance coverage(s).

**7.07 PROFESSIONAL LEAVE:**

An employee may request to attend a professional conference or workshop or similar professional improvement opportunity. The request shall be submitted as early as possible to the building principal for approval. The building principal shall forward the request to the Superintendent for final approval. Approval shall be based on the availability of a substitute and costs involved. The Board shall provide reimbursement of reasonable and necessary expenses. (See **APPENDIX E**).

**7.08 UNPAID LEAVE OF ABSENCE:**

A teacher may be granted an unpaid leave of absence for up to one (1) year for child care reasons, or for other good and just cause as approved by the Board. The leave shall normally be granted for the remainder of the semester or equivalent time as mutually agreed between the teacher and the Board. The teacher shall be eligible for continuation of insurance benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

**ARTICLE VIII – WORKING CONDITIONS**

**8.01 SCHOOL YEAR:**

The school year shall consist of no more than one hundred eighty two (182) days which shall include at least two (2) in-service days. If students are not required to report to school due to the closure of the schools, teachers may be required to report to work. If a teacher is unable to report due to the road conditions where he/she lives (e.g., Level II or Level III emergency conditions), the teacher shall notify his/her principal, in writing, and coordinate with his/her building principal to make up the day missed.

**8.011 NON-INSTRUCTIONAL RELEASE TIME:**

In addition to the in-service days referenced in Section 8.01, the Board will schedule during the school year no less than four (4) two (2) hour blocks of time during the regular work day at the end of each grading period to be utilized by teachers for record keeping, grade reporting, and/or utilization of the Progress Book and Safe Schools program. The remainder of these work days may be used for, but not limited to, professional development, building meetings, grade level meetings and department level meetings.

**8.02 SCHOOL DAY:**

The length of the duty day for teachers shall be no more than seven (7) hours and twenty (20) minutes.

**8.03 LENGTHENING OF SCHOOL YEAR OR SCHOOL DAY:**

In the event that the Board increases the school year beyond the 182 days or lengthens the duty day for teachers beyond 7 hours and 20 minutes, each bargaining unit member's salary shall increase by an amount equal to a per diem or hourly rate for the bargaining unit member.

**8.04 SCHOOL CALENDAR:**

No later than February 1 of each school year, the Superintendent and two (2) representatives of the Association shall meet to discuss and mutually agree to no more than two (2) proposed school calendars. The Association will then submit the two (2) proposed calendars to its membership for a vote. The Association shall notify the Superintendent within ten (10) days of receipt of the proposed calendars as to which proposal received the most votes.

**8.05 TEACHERS' MEETING ATTENDANCE:**

Teachers shall not be required to attend more than nine mandatory after school meetings per year. Any mandatory meetings are not to exceed forty-five (45) minutes in length. In special circumstances, the building principal may release teachers from attending these meetings. This includes but is not limited to building, staff or district meetings.

**8.06 PLANNING TIMES:**

There shall be dialogue between teachers and building principals to develop a schedule within each building designed to maximize teacher planning time. There shall be an attempt to provide each staff member with a minimum of one sixty (60) minute uninterrupted period each day for the purposes of planning and preparation. Until such time that a new mutually agreed 60 minute plan is implemented, the minimum plan time shall remain 50 minutes. Planning time should be used for a prearranged parent-teacher conference, if requested.

**8.07 DUTY-FREE LUNCH:**

Each staff member shall be scheduled a thirty (30) minute duty-free lunch.

**8.08 CLASS SIZE:**

The Board shall strive to maintain a minimum class size suitable to the subject area, with special consideration for children, teachers, class space and funding available. In addition, the Board agrees to strive to abide by the Ohio Minimum Standards for Elementary and Secondary Schools and the North Central Guidelines.

**8.09 ACCOMMODATION OF SPECIAL NEEDS STUDENTS/ADMINISTRATION OF MEDICATION:**

The Board shall provide continuing training in the process of inclusion designed to meet the needs of classroom teachers. Staff training on specific policies related to special needs students, referrals, testing, and other issues shall occur in small group setting. No bargaining unit member shall be required to administer medications, medical procedures, or other health or sanitary procedures except as required by job description, after having been provided appropriate training and/or when standing in loco parentis.

**8.10 SUPPLIES AND MATERIALS:**

Each teacher shall submit a form to his/her building principal to present to the building team for consensus-decision-making on supplies and materials purchases for fiscal year ordering. Information regarding financial resources will be shared with staff to make informed decisions.

**8.11 CONTRACTS:**

All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:

- a. Name of the teacher.
- b. Name of the school district and Board employing said teacher.
- c. Type of contract, limited or continuing. If limited, the number of years contract is to be in effect.
- d. Annual compensation to be paid for the first year of the contract.
- e. Basis of determining compensation (i.e., classroom teacher – B.A. degree – five years; Masters/years of experience).
- f. Teacher agreement that he/she shall abide by Board adopted policies.
- g. Provision for signature and date of signature of the teacher being contracted.

**8.111 CONTRACT SEQUENCE:**

All teachers will be given three (3), one-year contracts; and three-year contracts thereafter.

**8.112 ONE-YEAR PROBATIONARY CONTRACT:**

In lieu of being non-renewed, a teacher may accept a one-year probationary contract instead of the three-year limited contract that would have followed. By accepting this one-year probationary contract, the teacher gives up the right to contest the issuance of this contract.

### **8.113 CONTINUING CONTRACT NOTIFICATION**

Teachers must notify the Superintendent, in writing, no later than November 10<sup>th</sup> that he/she is eligible for continuing contract for the following school year. Failure of the teacher to notify the Superintendent by that date may result in the teacher being issued a limited contract for the following year. The teacher may withdraw this request for continuing contract up to the date of board action on his/her contract.

The provisions of this section are intended to supersede any conflicting provisions of Ohio Revised Code sections 3319.08 and 3319.11.

### **8.12 RESIDENT EDUCATOR PROGRAM:**

The Board of Education shall comply with the requirements of the Ohio Resident Educator Program. Resident Educator Mentors shall be paid \$500/year.

### **8.13 COMPLAINTS ABOUT TEACHERS:**

Communication between the community and the school ideally should be such that complaints be resolved through personal conference at the school level.

#### **8.131 COMPLAINT PROCEDURE:**

##### **8.1311 STEP 1:**

Principal shall direct a complainant to first discuss the concern with the teacher if the principal believes such a meeting would resolve the situation. If the principal feels an informal meeting between the principal, teacher and parent is necessary, the principal shall notify the teacher of the nature of the complaint prior to any such meeting scheduled by the principal between the parties.

##### **8.1312 STEP 2 NOTIFICATION TO TEACHER:**

Whenever a complaint is made a matter of record in written form, by a student, parent of a student, or any member of the public concerning a teacher's professional conduct, service or character, the building principal shall inform the teacher of the nature of the complaint and the complainant's name within five (5) school days.

##### **8.1313 STEP 3 INFORMAL CONFERENCES:**

The teacher shall meet with the principal concerning any complaint prior to meeting with the complainant(s). The teacher, complainant(s), and the principal shall attempt to resolve the complaint(s).

**8.1314 STEP 4 WRITTEN COMPLAINT:**

If such conferences do not lead to an understanding and resolution of the problems involved, a complainant may pursue further action by submitting a complaint against a teacher which must be submitted in writing, and signed by the complainant, to the principal of the school. (See **APPENDIX I**) The principal shall give a copy to the teacher. Likewise, the teacher may request, in writing, to the principal, that such a written complaint must be further processed or the matter shall be considered closed.

**8.1315 STEP 5 FORMAL CONFERENCES:**

Further action concerning the written complaint shall be initiated by the following procedure:

**8.13151 PRINCIPAL LEVEL:**

If requested by the complainant or the teacher, a meeting involving the teacher, the principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint.

**8.13152 SUPERINTENDENT LEVEL:**

If it is not resolved at that level, it may be presented to the Superintendent.

**8.13153 BOARD LEVEL:**

If it is still unresolved, it may be presented to the Board.

**8.1316 RIGHT TO REPRESENTATION:**

In each of the steps above, a teacher may request, and be accompanied by counsel or representative of his/her choosing. Any conference regarding such complaints shall be private.

**8.1317 PERSONNEL FILE:**

Written complaint forms shall not be placed in a teacher's personnel file.

**8.14 PROGRESSIVE DISCIPLINE:**

Except as otherwise provided in this Article, the principles of progressive discipline will be followed in imposing discipline.

**8.141 VERBAL WARNING:**

A teacher shall be suspended for an occurrence only after the teacher has been verbally warned in the presence of a witness.

**8.142 WRITTEN WARNING:**

A teacher shall be suspended for an occurrence only after the teacher has been verbally warned in the presence of a witness and then warned in writing for the same or a similar occurrence.

**8.143 SUSPENSION:**

The Superintendent may suspend a teacher for up to five (5) school days without pay for proper cause.

**8.144 IMMEDIATE SUSPENSION:**

If in the opinion of the Superintendent an act is severe and/or serious enough to warrant immediate suspension, the progressive discipline provisions of this Article shall not be followed.

**8.145 WRITTEN REASONS FOR SUSPENSION:**

Prior to the suspension of the teacher, the Superintendent shall give the reasons for the suspension to the teacher, in writing.

**8.1451 RIGHT TO HEARING:**

After receipt of the written reasons, the teacher shall have the right to a hearing before the Superintendent to respond to the reasons for the intended suspension.

**8.1452 REPRESENTATION:**

The teacher shall have the right to a representative of his/her choosing at the meeting and to present evidence against the reasons for the suspension.

**8.15 LABOR MANAGEMENT:**

The Superintendent and the Association President agree to meet monthly to discuss matters of mutual concern at a time and place as mutually agreed.

**8.16 COMMITTEES**

The Board and Association acknowledge that committees, such as the DLT, BLT and TBT, are a necessary part of the school operations. To the extent possible, the Administration and Association shall work collaboratively to balance the scheduling of meetings during the school day and after school. Volunteers will be sought to serve on committees.

Association and the Building Administration will mutually agree to the committee appointments.

**8.17 HEALTH AND SAFETY:**

The Board shall provide employees with a safe and healthy place to work in accordance with Chapter 4167, Ohio Revised Code. The parties agree that any allegations regarding health or safety issues shall be handled in the following manner:

**8.171 NOTIFICATION OF COMPLAINT:**

In an effort to resolve all complaints internally, the Board and/or Administration will first be notified of any complaint and have at least five (5) business days to resolve the complaint.

**8.172 COMPLAINT TO OHIO DEPARTMENT OF INDUSTRIAL RELATIONS:**

If the complaint has not been satisfactorily resolved after the initial five (5) day period, the Association or an individual bargaining unit member may file a complaint with the Ohio Department of Industrial Relations.

**8.173 IMMINENT DANGER OR HARM:**

Any bargaining unit member who reasonably believes a condition presents an imminent danger of death or serious harm to the bargaining unit member will immediately notify his/her principal of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected. If the bargaining unit member continues to be assigned to work under such condition, the bargaining unit member may refuse to work under Section 4167.06 of the *Ohio Revised Code*.

**8.174 GRIEVANCE REMEDY:**

Notwithstanding any provision of this Contract or relevant law, a bargaining unit member may file a grievance for the Board's failure to provide a safe and healthful working environment.

**8.18 PERSONNEL FILE:**

**8.181 MAINTENANCE OF ONE FILE:**

All file entries shall be signed and dated by the Supervisor submitting the entry. The bargaining unit member shall receive a copy when the entry is made. The files shall contain a record of those who reviewed the file and the date of the review.

**8.182 FILE CONTENTS:**

The file shall be limited to work performance, discipline and routine personnel data. No misleading, inaccurate, invalid information, or anonymous documents shall be included in the file.

**8.183 EMPLOYEE'S RIGHT TO RESPOND:**

The employee shall have the right to rebut or add written comments to any information in the file.

**8.19 ROTC EMPLOYMENT FOR NEW HIRES**

ROTC instructors hired after July 1, 2008 shall receive the following in addition to all other contractual and legal rights afforded them:

1. Credit for all teaching experience and five (5) years of military credit for placement on the salary schedule.
2. The ROTC instructor shall be placed on the appropriate column on the salary schedule. However, in no event shall their initial placement be lower than placement on the BA column or if the ROTC instructor is an officer, then in no event shall their initial placement be lower than on the MA column.
3. Forty (40) extended days.

**8.20 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE:**

**8.201 PURPOSE:**

In accordance with ORC 3319.22, Ripley-Union-Lewis-Huntington Local School District shall establish a District Local Professional Development Committee to oversee, review, and determine that: course work, continuing education units (CEU's) and/or other equivalent activities an educator in the RULH Local School District proposes, meets the standard adopted by the State Board of Education for obtaining, upgrading and renewing temporary, associate, provisional and professional educator certificates and/or licenses.

**8.202 LPDC MEMBERSHIP:**

The LPDC shall be comprised of five (5) members, the majority of which shall be bargaining unit members. When an administrator's (including the Treasurer) IPDP (Individual Professional Development Plan) is being reviewed, one of the bargaining unit members will step aside and will be replaced temporarily by another administrator to be selected by the Superintendent.

**8.203 LPDC ADMINISTRATOR MEMBERS:**

The Superintendent has the right to choose two (2) administrator members.

**8.204 LPDC TEACHER MEMBERS:**

The three LPDC bargaining unit members shall be selected by the Ripley-Union-Lewis-Huntington Education Association President.

**8.205 TERMS OF LPDC BARGAINING UNIT MEMBERS:**

Bargaining unit members shall serve a term of three (3) years in a staggered rotation to ensure continuity of the LPDC. During the first year of implementation of the LPDC, terms shall be as follows: One bargaining unit member serves two (2) years – two bargaining unit members serve three (3) years. Thereafter, bargaining unit members shall be selected for three (3) year terms. Committee members may succeed themselves.

**8.206 VACANCIES:**

Vacancies shall be filled in the manner of original appointment.

**8.207 RELEASE TIME:**

Members of the LPDC may be released during the regular school day to attend scheduled meetings. Such release time shall be arranged in advance and approved by the Superintendent.

**8.208 PAYMENT:**

Every school year each LPDC member shall receive a stipend of \$300, paid by June 30.

**8.209 COST:**

LPDC members will be paid for all appropriate costs associated with training, travel, and matters related to LPDC activities as approved by the Superintendent and such approval shall not be arbitrarily or unreasonably withheld.

**8.210 APPEALS PROCESS:**

An educator may request a written explanation of the decision of the LPDC. Upon receipt of an appeal the LPDC shall meet within ten (10) days with the educator to discuss his/her case. The appeal shall be filed with the Chairperson of the LPDC. If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, a third party should review the decision. The third party shall consist of one licensed educator selected by the LPDC, one licensed educator selected by

the educator and one licensed educator agreed upon by the above two. These three will function as a panel to review the LPDC decision and either uphold it or overturn it. The decision of the LPDC shall not be grievable pursuant to Article III of this Agreement. However, an educator shall retain the right to file appropriate legal action.

**8.211 OPEN MEETINGS ACT:**

The LPDC shall operate under the auspices of the Open Meetings Act.

**8.21 PARENT-TEACHER CONFERENCES:**

If a parent, teacher, or administrator deems that a parent-teacher conference is necessary, a conference shall be scheduled between the parent and the teacher at a mutually agreeable time. This may include time before, during, or after school.

**ARTICLE IX – EVALUATION AND FAIR DISMISSAL**

**9.01 EVALUATION:**

The District evaluation program will include a philosophy of evaluation whereby the evaluator will assist the bargaining unit member in improving his/her instructional and professional performance.

**9.011 OTES:**

The OTES model shall be the instrument approved and provided by the Ohio Department of Education, except as may be modified through the MOU entered into by the parties. The Board of Education shall utilize eTPES for all evaluations for teachers engaged in instruction for at least fifty percent (50%) of the time providing content-related student instruction. For other bargaining unit members not meeting the above definition, the Board of Education shall utilize the model that is currently in use for the evaluation of those members.

**9.012 NON-RENEWAL OF LIMITED CONTRACTS:**

For bargaining unit members who have actually worked three (3) or more years in the district, the non-renewal of his/her limited contract shall be based upon job-related performance as reflected in performance evaluations and educational objectives of the district.

**9.013 CHALLENGES TO EVALUATION:**

It is agreed that the sole avenue to challenge alleged violations of the evaluation procedure set forth in this section, Board policy, and in the Memorandum of Understanding shall be through the grievance procedure contained in this Agreement, and that provision is intended to supersede and replace the requirements of Ohio Revised Code section 3319.11 as it relates to the evaluation requirements for non-renewal.

**9.02 FAIR DISMISSAL:**

A teacher who received written notice of the Board's intention to non-renew has the right to:

**9.021 WRITTEN STATEMENT:**

Demand a written statement from the Board which describes the circumstances leading to the decision to non-renew.

**9.0211 TIMELINE FOR DEMAND:**

The demand must be filed with the Treasurer within ten (10) days of the receipt of the written notice of the intention to non-renew.

**9.0212 TIMELINE FOR WRITTEN REPLY:**

The Board's written reply must be provided by the Treasurer to the teacher within ten (10) days of the Treasurer's receipt of the teacher's demand.

**9.022 HEARING:**

File a written demand with the Treasurer for a hearing with the Board within five (5) days after receipt of the demanded written statement describing the circumstances that led to the recommendation for non-renewal.

**9.0221 NOTICE OF HEARING:**

The Board must give, through the Treasurer, written notice of date, time, and place of hearing within ten (10) days of the Treasurer's receipt of the demand.

**9.0222 HEARING TIMELINE:**

The hearing must be conducted within forty (40) days of the Treasurer's receipt of the demand.

**9.0223 BOARD DECISION TIMELINE:**

The Board's decision to affirm or vacate the intention to non-renew must be provided in writing within ten (10) days of the conclusion of the hearing.

**9.023 APPEAL TO COURT OF COMMON PLEAS:**

Appeal to the Court of Common Pleas, within thirty (30) days of the receipt of the written non-renewal affirmation.

**9.024 CONTRACT SUPERSEDES OHIO REVISED CODE:**

These Fair Dismissal Procedures supersede the procedure established in Ohio Revised Code 3319.11 and 3319.111 as indicated in Articles 9.02 through 9.023 only.

**9.03 OTES EVALUATION COMMITTEE:**

A standing committee shall be formed to review, develop, and implement an evaluation instrument for the bargaining unit members covered under this contract. In addition to the Association President, the Association shall select the following representatives: one (1) teacher from grades K-3; one (1) teacher from grades 4-6; one (1) teacher from grades 7-8; one core high school teacher and one (1) elective teacher from the high school. Other members of the committee shall include the Superintendent, and all district evaluators.

**ARTICLE X – REDUCTION IN FORCE AND SENIORITY**

**10.01 REDUCTION IN FORCE:**

When the Board determines it is necessary to reduce the number of certified staff positions and/or hours of certified staff positions because of declining enrollment, a shift in student population, closing of schools, return to duty of regular teachers after leaves of absence, or for financial reasons, the following procedures shall be followed:

**10.011 ATTRITION:**

To the extent possible, the number of staff members affected by a reduction in force will be minimized by not employing replacements for staff members who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force.

**10.012 SUSPENSION OF CONTRACTS:**

Reductions needed beyond the number resulting from attrition will be accomplished by suspending contracts then in effect. (A limited contract expiring in the calendar year in which the reduction occurs which would otherwise have been renewed shall be renewed in order to provide to the teacher involved the rights under this Article). Those contracts to be suspended shall be chosen based upon the recommendation of the Superintendent, who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

**10.0121 RIGHT TO DISPLACE:**

A staff member affected may elect to displace a member in another area of certification if he/she currently holds the required certification, is rated as accomplished or skilled, and is rated higher than the teacher being displaced. If the teachers are rated the same, they shall be deemed comparable and the more senior teacher shall be retained.

**10.013 RECALL RIGHTS:**

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

**10.0131 NO NEW HIRES:**

No new teachers will be employed by the Board while there are staff members on the recall list who are certified for the vacancy.

**10.0132 ORDER OF RECALL:**

Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations. Staff members on the recall list will be recalled in reverse order of reduction for vacancies in areas for which they are certified, with continuing contract persons being recalled before limited contract teachers.

**10.0133 RECALL PROCEDURE:**

If a vacancy occurs, the Board will send an announcement to the last known address for all staff members on the recall list. It is the staff member's responsibility to keep the Board informed of his/her current address. All staff members are required to respond in writing to the notice of vacancy within ten (10) calendar days, or within five (5) calendar days if the notice is delivered within thirty (30) days prior to the start of the school year or semester. Any staff member who fails to respond to the notice of vacancy shall be removed from the recall list.

**10.0134 REINSTATEMENT RIGHTS:**

The staff member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employee status with the same seniority as he/she enjoyed at the time of layoff. The recalled staff member's placement on the salary schedule and sick leave accumulation shall be determined in accordance with the *Ohio Revised Code*.

**10.0135 SUBSTITUTE EMPLOYMENT WHILE ON LAYOFF:**

Any staff member placed on the recall list shall be placed on the substitute teaching list, if he/she so requests in writing. If such a request is made, the staff member is subject to all policies and practices of substitute service. Acceptance or rejection of employment as a substitute shall not constitute the basis for the Board to challenge the employee's entitlement to unemployment compensation benefits.

**10.014 SENIORITY LIST**

The Superintendent shall post a seniority list in all buildings, during the first nine (9) weeks. This list shall be posted in a location where students have no access.

**10.02 SENIORITY DEFINED:**

Seniority will be defined as the length of continuous service in the district, provided, however, that seniority will not be interrupted by authorized unpaid leaves of absence.

**10.021 TIE IN SENIORITY:**

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

- (1) The date of the Board meeting at which the member was hired,
- (2) The date the member signed his/her initial limited contract in the district,
- (3) Overall years of teaching service; including years outside of the district, excluding substitute teaching,
- (4) Date of the application with the district, and
- (5) The staff member affected will be determined by the Superintendent.

## **ARTICLE XI – VACANCIES, TRANSFERS AND ASSIGNMENT**

### **11.01 VACANCIES AND TRANSFERS:**

Definitions:

Vacancy: Open certified positions within the bargaining unit that the Board decides to fill.

Transfer: A change in assignment by an employee from one bargaining unit position to another. A voluntary transfer shall be defined as an employee initiated reassignment. An involuntary transfer shall be defined as an employer initiated reassignment of an employee.

#### **11.011 POSTING OF VACANCIES:**

Notice of vacancies of certified positions in the district shall be emailed to bargaining unit members at his/her district email address, posted on the District website and a copy given to the Association President. This notice will pertain to all vacancies in existing or new programs. During the summer months, members may provide a self-addressed, stamped envelope or envelopes to the Superintendent's office prior to leaving for the summer to be notified of vacancies.

#### **11.012 SELECTION REQUIREMENTS:**

The most senior employee requesting the transfer, who meets the stated position certification, license, and/or entry level qualifications, may be transferred to the position.

#### **11.013 RIGHT TO WRITTEN REASONS:**

An employee making a request for a voluntary transfer to a vacancy, and whose request is denied, shall be given written reasons for the denial.

#### **11.014 NOTIFICATION TO APPLICANT:**

Staff members shall be notified by telephone or in writing of the decision made relative to their applications for vacancies.

#### **11.015 POSTING PERIOD:**

No vacancies shall be permanently filled on a full-time basis until such notice of vacancies has been posted for a minimum of five (5) school days. Vacancies occurring after the start of the school year shall be posted for three (3) calendar days.

**11.016 INVOLUNTARY TRANSFER PROCEDURE:**

Every effort shall be made to fill vacancies utilizing voluntary transfers. If no employee requests the vacant position, the employer may request an employee to accept an involuntary transfer. Any employee involuntarily transferred shall be given written reasons (s) for such transfer.

**11.017 LIMITATIONS ON INVOLUNTARY TRANSFERS DURING RIF:**

No involuntary transfer shall be implemented during a period of Reduction in Force that will negatively cause the layoff of a more senior employee or negatively impact the recall of an employee on layoff.

**11.018 LIMITATIONS ON TRANSFER:**

A bargaining unit member shall not be transferred to a position outside their certificated area, and will not be required to teach outside of his/her discipline. However, by mutual agreement, by administration and teacher, assignment outside area may be made up of one-third (1/3) of the teaching day.

**11.019 RIGHT TO CONFERENCE:**

No transfer will occur unless the bargaining unit member has had an opportunity to attend a conference with the principal and the Superintendent. Reasons for such transfer shall be discussed during the conference.

**11.020 RIGHT TO GRIEVE:**

Such transfer of a bargaining unit member shall be subject to the grievance procedure.

**11.02 ASSIGNMENT OF TEACHERS:**

All teachers are subject to annual assignment by the Superintendent. Recommendations from building principals will be considered in making assignments. All transfers shall only be done for sound educational purposes.

**11.021 NOTIFICATION OF CHANGE IN ASSIGNMENT:**

Normally teachers will be notified in writing of a change in assignment by the Superintendent before June 30th. The Superintendent reserves the right to make assignments at a later date, if in his/her opinion, it is to the best interest of the schools. The principal and teacher shall be given written notification in sufficient time to make the change.

**11.022 LATE RESIGNATIONS:**

If a teacher resignation/departure occurs after August 1<sup>st</sup>, the Superintendent shall determine whether the position is to be filled. If the position is to be filled, the Superintendent may determine whether to open up the position to current employees, or place a substitute teacher in the position for the entire year. If the position is to be posted, it will be emailed to each member at his/her district email address. The position shall remain open for three (3) days. If a member transfers into the vacant position, then the vacancy created by this transfer shall be filled with a substitute teacher for the remainder of the school year.

**11.03 SUPPLEMENTAL VACANCIES:**

All vacant supplemental positions that the Board decides to fill shall be emailed to each bargaining unit member at his/her district email address, posted on the district website, and a copy given to the Association President. The supplemental positions shall be initially posted for a minimum of five (5) school days. Vacancies occurring during the school year shall be posted for a period of three (3) calendar days. During the summer months, members may provide a self-addressed, stamped envelope or envelopes to the Superintendent's office prior to leaving for the summer to be notified of vacancies.

**11.031 FILLING OF SUPPLEMENTAL VACANCIES:**

All bargaining unit supplemental positions must be offered to bargaining unit members provided they meet the qualifications for the position. If the Superintendent determines that no bargaining unit member is qualified for the supplemental position, the position may be offered to a non-bargaining unit member. All supplemental positions not held by RULH staff must be re-posted each year if the Board decides to fill those positions each year. Those positions already filled by RULH staff will be retained by that member unless the member resigns the position or is non-renewed through the evaluation procedure established for supplemental positions. (See **APPENDIX J**).

**11.04 EMPLOYMENT OF RETIRED TEACHERS:**

Teacher retirement followed by reemployment with the Board of Education assumes that both the Board and teacher will benefit. The Board will gain through savings and reduced salary and benefits. The teacher will gain through receipt of salary and retirement benefits. In order to clarify certain areas of this relationship (reemployment of retired teachers) the following provisions shall apply.

**11.041 SALARY:**

Retired teachers reemployed by the Board shall be placed on the teacher's salary schedule and advance in typical fashion from step to step. The initial placement on the teacher's salary schedule (column as well as step) of a

retired teacher who the Board chooses to reemploy shall be on the current teacher salary schedule with a maximum of five (5) years of experience.

**11.042 CONTRACT OF EMPLOYMENT:**

Retired teachers who are reemployed by the Board shall receive a one-year limited contract of employment. Such contracts shall automatically terminate at the end of each school year without further action, notice or procedure by the School District. Continued employment from contract to contract will be solely at the discretion of the Board. A retired teacher reemployed by the Board shall be ineligible for a continuing contract of employment, regardless of years of service with the District.

**11.043 SUPPLEMENTAL CONTRACTS:**

Retired teachers who are reemployed by the Board shall be eligible for supplemental contracts at the sole discretion of the Superintendent.

**11.044 LEAVES OF ABSENCE:**

Retired teachers reemployed by the Board shall receive sick leave (including bonus) and personal leave in accordance with Article 7 of this Agreement. Retired teachers reemployed by the Board shall not be eligible for sabbatical leave. Retired teachers reemployed by the Board are eligible for benefits of professional meetings, in-service meetings, association leave and family and medical leave as found in Article 7 of this Agreement. In no event shall leave extend beyond the retiree's employment contract term.

**11.045 REDUCTION IN FORCE / SENIORITY:**

Retired teachers reemployed by the Board shall have zero seniority in the bargaining unit and shall not accumulate seniority for any purpose. Retired teachers reemployed by the Board shall have no right to displace or bump, nor any right of recall in the event of a reduction in force.

**11.046 EVALUATION PROCEDURES:**

Failure to evaluate or to follow negotiated or statutory practice or procedures shall not be a basis for automatic reemployment of a retiree.

**11.047 SEVERANCE PAY:**

A retired teacher reemployed by the Board cannot receive severance pay or super-severance pay from the District.

**11.048 INSURANCE:**

Retired teachers reemployed by the Board shall be provided insurance benefits as specified in the collective bargaining agreement.

**11.049 ACADEMIC STIPEND:**

Retired teachers employed by the Board are not eligible for academic stipend.

**11.0410 WAIVER / SUPERCEDE CONTRARY PROVISIONS:**

The parties agree that to the extent the provisions of this Article conflict with or contradict Master Agreement language and/or state law, specifically including, but not necessarily limited to, Ohio Revised Code Sections 3317.13, 3317.14, 3319.07, 3319.08, 3319.09, 3319.11, 3319.111, 3319.15, 3319.16 and 3319.17, the terms of this Article prevail and will be applied to retired teachers reemployed by the Board.

**11.05 IEP PREPARATION:**

Release time will be given to special education teachers for IEP preparation. Two (2) days will be given for the preparation of one (1) to twelve (12) IEPs. Four (4) days will be given for the preparation of over twelve (12) IEPs. Prior approval must be obtained from the supervisor and principal before taking such days.

**11.06 VOLUNTARY TRANSFER PROCEDURE:**

**11.061 VOLUNTEER TRANSFER DEFINED:**

A voluntary transfer shall be defined as an employee initiated reassignment.

**11.062 POSTING PERIOD:**

Employees shall have five (5) school days after the posting date of a vacancy to file a voluntary transfer request with the employer. Vacancies occurring after the start of the school year shall be posted for three (3) calendar days.

**11.063 BARGAINING UNIT CONSIDERATION:**

All interested bargaining unit members shall be given first consideration in the filling of vacancies.

**11.064 SELECTION REQUIREMENTS:**

All other qualifications for positions being equal, seniority (as defined in Article 10.02) shall be the final determining factor in the filling of a vacancy.

**11.065 RIGHT TO WRITTEN REASONS:**

An employee making a request for a voluntary transfer to a vacancy, and whose request is denied shall be given, if requested, written reasons for the denial.

**ARTICLE XII – EFFECTS OF THE AGREEMENT**

**12.01 CONTRARY TO LAW:**

Should any item in this agreement be found contrary to the law, that item shall be deemed void and all other items of this agreement shall remain intact.

**12.02 DURATION OF AGREEMENT:**

This agreement between the Board and the Association shall take effect as of July 1, 2014, and shall remain in effect through June 30, 2017. Either the Board or Association may initiate a successor agreement by giving written notice to either party before March 1, 2017, with all items being negotiable.

**12.03 COMPLETE AGREEMENT:**

All of the above items comprise the full and total agreement between the Board and the Association. Understanding of this fact, the following representatives do affix our signatures:

FOR THE BOARD

Glenda Huff 7/21/14  
President / Date

Janis K. Taylor  
Superintendent

Jeffrey A. Rowley  
Treasurer

Mr. T. Clark  
Bargaining Team Member

FOR THE ASSOCIATION

Michele Rau 7-20-2014  
President / Date

Tammie Campbell  
Bargaining Team Member

Pam Yamin  
Bargaining Team Member

[Signature]  
Bargaining Team Member



**APPENDIX B - EMPLOYEE SALARY SCHEDULE/2014-15**

**1.25% Increase**

**RIPLEY-UNION-LEWIS-HUNTINGTON SCHOOL DISTRICT**

Base \$ 29,838

STEP	BA	BA+150	MA	MA+18
0	\$ 29,838 1.000	\$ 30,972 1.038	\$ 32,673 1.095	\$ 34,374 1.152
1	\$ 30,972 1.038	\$ 32,255 1.081	\$ 34,105 1.143	\$ 35,955 1.205
2	\$ 32,106 1.076	\$ 33,538 1.124	\$ 35,538 1.191	\$ 37,537 1.258
3	\$ 33,240 1.114	\$ 34,821 1.167	\$ 36,970 1.239	\$ 39,118 1.311
4	\$ 34,374 1.152	\$ 36,104 1.210	\$ 38,402 1.287	\$ 40,700 1.364
5	\$ 35,508 1.190	\$ 37,387 1.253	\$ 39,834 1.335	\$ 42,281 1.417
6	\$ 36,642 1.228	\$ 38,671 1.296	\$ 41,266 1.383	\$ 43,862 1.470
7	\$ 37,775 1.266	\$ 39,954 1.339	\$ 42,699 1.431	\$ 45,444 1.523
8	\$ 38,909 1.304	\$ 41,237 1.382	\$ 44,131 1.479	\$ 47,025 1.576
9	\$ 40,043 1.342	\$ 42,520 1.425	\$ 45,563 1.527	\$ 48,607 1.629
10	\$ 41,177 1.380	\$ 43,803 1.468	\$ 46,995 1.575	\$ 50,188 1.682
11	\$ 42,311 1.418	\$ 45,086 1.511	\$ 48,428 1.623	\$ 51,770 1.735
12	\$ 43,445 1.456	\$ 46,369 1.554	\$ 49,860 1.671	\$ 53,351 1.788
15	\$ 44,579 1.494	\$ 47,652 1.597	\$ 51,292 1.719	\$ 54,932 1.841
18	\$ 45,712 1.532	\$ 48,935 1.640	\$ 52,724 1.767	\$ 56,514 1.894
21	\$ 46,846 1.570	\$ 50,218 1.683	\$ 54,157 1.815	\$ 58,095 1.947
24	\$ 47,980 1.608	\$ 51,501 1.726	\$ 55,589 1.863	\$ 59,677 2.000
27	\$ 49,114 1.646	\$ 52,784 1.769	\$ 57,021 1.911	\$ 61,258 2.053

**APPENDIX B - EMPLOYEE SALARY SCHEDULE/2015-16**

**1% Increase**

**RIPLEY-UNION-LEWIS-HUNTINGTON SCHOOL DISTRICT**

Base \$ 30,137

STEP	BA	BA+150	MA	MA+18
0	\$ 30,137 1.000	\$ 31,282 1.038	\$ 33,000 1.095	\$ 34,718 1.152
1	\$ 31,282 1.038	\$ 32,578 1.081	\$ 34,446 1.143	\$ 36,315 1.205
2	\$ 32,427 1.076	\$ 33,874 1.124	\$ 35,893 1.191	\$ 37,912 1.258
3	\$ 33,572 1.114	\$ 35,170 1.167	\$ 37,339 1.239	\$ 39,509 1.311
4	\$ 34,718 1.152	\$ 36,465 1.210	\$ 38,786 1.287	\$ 41,107 1.364
5	\$ 35,863 1.190	\$ 37,761 1.253	\$ 40,233 1.335	\$ 42,704 1.417
6	\$ 37,008 1.228	\$ 39,057 1.296	\$ 41,679 1.383	\$ 44,301 1.470
7	\$ 38,153 1.266	\$ 40,353 1.339	\$ 43,126 1.431	\$ 45,898 1.523
8	\$ 39,298 1.304	\$ 41,649 1.382	\$ 44,572 1.479	\$ 47,496 1.576
9	\$ 40,444 1.342	\$ 42,945 1.425	\$ 46,019 1.527	\$ 49,093 1.629
10	\$ 41,589 1.380	\$ 44,241 1.468	\$ 47,465 1.575	\$ 50,690 1.682
11	\$ 42,734 1.418	\$ 45,537 1.511	\$ 48,912 1.623	\$ 52,287 1.735
12	\$ 43,879 1.456	\$ 46,833 1.554	\$ 50,359 1.671	\$ 53,885 1.788
15	\$ 45,024 1.494	\$ 48,128 1.597	\$ 51,805 1.719	\$ 55,482 1.841
18	\$ 46,170 1.532	\$ 49,424 1.640	\$ 53,252 1.767	\$ 57,079 1.894
21	\$ 47,315 1.570	\$ 50,720 1.683	\$ 54,698 1.815	\$ 58,676 1.947
24	\$ 48,460 1.608	\$ 52,016 1.726	\$ 56,145 1.863	\$ 60,274 2.000
27	\$ 49,605 1.646	\$ 53,312 1.769	\$ 57,591 1.911	\$ 61,871 2.053

**APPENDIX B - EMPLOYEE SALARY SCHEDULE/2016-17**

**1% Increase**

**RIPLEY-UNION-LEWIS-HUNTINGTON SCHOOL DISTRICT**

Base \$ 30,438

STEP	BA	BA+150	MA	MA+18
0	\$ 30,438 1.000	\$ 31,595 1.038	\$ 33,330 1.095	\$ 35,065 1.152
1	\$ 31,595 1.038	\$ 32,904 1.081	\$ 34,791 1.143	\$ 36,678 1.205
2	\$ 32,751 1.076	\$ 34,212 1.124	\$ 36,252 1.191	\$ 38,291 1.258
3	\$ 33,908 1.114	\$ 35,521 1.167	\$ 37,713 1.239	\$ 39,904 1.311
4	\$ 35,065 1.152	\$ 36,830 1.210	\$ 39,174 1.287	\$ 41,518 1.364
5	\$ 36,221 1.190	\$ 38,139 1.253	\$ 40,635 1.335	\$ 43,131 1.417
6	\$ 37,378 1.228	\$ 39,448 1.296	\$ 42,096 1.383	\$ 44,744 1.470
7	\$ 38,535 1.266	\$ 40,757 1.339	\$ 43,557 1.431	\$ 46,357 1.523
8	\$ 39,691 1.304	\$ 42,065 1.382	\$ 45,018 1.479	\$ 47,970 1.576
9	\$ 40,848 1.342	\$ 43,374 1.425	\$ 46,479 1.527	\$ 49,584 1.629
10	\$ 42,005 1.380	\$ 44,683 1.468	\$ 47,940 1.575	\$ 51,197 1.682
11	\$ 43,161 1.418	\$ 45,992 1.511	\$ 49,401 1.623	\$ 52,810 1.735
12	\$ 44,318 1.456	\$ 47,301 1.554	\$ 50,862 1.671	\$ 54,423 1.788
15	\$ 45,475 1.494	\$ 48,610 1.597	\$ 52,323 1.719	\$ 56,037 1.841
18	\$ 46,631 1.532	\$ 49,919 1.640	\$ 53,784 1.767	\$ 57,650 1.894
21	\$ 47,788 1.570	\$ 51,227 1.683	\$ 55,245 1.815	\$ 59,263 1.947
24	\$ 48,945 1.608	\$ 52,536 1.726	\$ 56,706 1.863	\$ 60,876 2.000
27	\$ 50,101 1.646	\$ 53,845 1.769	\$ 58,167 1.911	\$ 62,489 2.053

**APPENDIX C - 2014-2017 SUPPLEMENTAL SALARY SCHEDULE  
RIPLEY-UNION-LEWIS-HUNTINGTON SCHOOL DISTRICT**

Base Salary Index			Category Positions
2014-15	2015-16	2016-17	
<b>Category I</b> 0.17			
\$5,073	\$5,123	\$5,174	HS Athletic Director
<b>Category II</b> 0.15			
\$4,476	\$4,521	\$4,566	Basketball - Boys' Varsity Basketball - Girls' Varsity
<b>Category III</b> 0.10			
\$2,984	\$3,014	\$3,044	Prom Sponsors* [up to 5] Basketball - Boys' Reserve Basketball - Girls' Reserve Wrestling MS Athletic Director
<b>Category IV</b> 0.085			
\$2,536	\$2,562	\$2,587	Basketball - Freshman Basketball - 7th Grade Boys Basketball - 7th Grade Girls Basketball - 8th Grade Boys Basketball - 8th Grade Girls
<b>Category V</b> 0.065			
\$1,939	\$1,959	\$1,978	Baseball - Boys Boys' Soccer Cheerleading - HS Varsity Cross Country - Boys Cross Country - Girls Girls' Soccer Golf Softball - Girls Track - Boys Track - Girls Volleyball - Varsity Cheerleading - HS Reserve Tennis Volleyball - Jr. Varsity HS Assistant Athletic Director
<b>Category VI</b> 0.05			
\$1,492	\$1,507	\$1,522	Cheerleading - 7th Grade Cheerleading - 8th Grade Drama Director/School Play [2 Three Act or Approved Plays]

			Musical Director High School Yearbook [if published] Assistant Boys' Soccer Assistant Girls' Soccer Cross Country - Middle School Boys Cross Country - Middle School Girls Track - Middle School Boys Track - Middle School Girls Volleyball - 8th Grade Academic Team - High School 7th Grade Volleyball Link Coordinator
<b>Category VII</b> 0.03			
\$895	\$904	\$913	Academic Team - Middle School High School Mock Trial* FCCLA* Assistant Musical Director
<b>Category VIII</b> 0.025			
\$746	\$753	\$761	Elementary Yearbook [if published] Flag Corps/Drill Team/Bank Staff* Middle School Yearbook [if published] Student Council - High School Academic Team - Elementary Middle School Mock Trial*
<b>Category IX</b> 0.02			
\$597	\$603	\$609	7th Grade Power of the Pen* 8th Grade Power of the Pen* Science/Academic Fair* [per building] National Honor Society Newspaper - Middle School Newspaper - Senior High Olympics of the Mind* Pep Club Science Club* [per building] Spanish
<b>Category X</b> 0.015			
\$448	\$452	\$457	Student Council - Middle School Accelerated Reader Coordinator - Elementary 4-6 Youth Choir (2 approved performances) High School Academic Banquet Middle School Academic Banquet Spelling Bee - High School Spelling Bee - Middle School

<b>Position/Non-Academic</b>	
Gate Worker [per hour]	\$7.95
Culinary Supervisor [2 positions]	\$2,500 each
LPDC [per building]	\$300

<b>Position/Academic/Fine Arts</b>	
Adult Education [per hour]	\$15.92
Adult Education - Agri Science [per hour]	\$9.55
Chapter II Coordinator	\$345
Mentors	As per Section 8.12
Tutors [per hour] ***	\$25.00/\$30.00
Saturday School [per day]	\$79.00
National Board Honorarium	\$2,500
Detention Supervisor [per hour]	\$16.00
Bus Duty [per hour]	\$16.00
VLA	\$2,000
A+ Coordinator - High School	\$4,000
A+ Coordinator - Middle School	\$4,000
A+ Coordinator - Elementary	\$2,500

<b>Position/Extended Service</b>	
HS Band****	20 Days
HS Chorus****	10 Days
Middle School Band and Chorus	15 Days (combined)
Elementary Library****	10 Days
Middle School Library****	10 Days
High School Library** (****)	10 Days
Vocational Agriculture****	40 Days
Vocational Education [3]	10 Days
Building Technology Assistants	10/5 Days
Technology Assistant Elementary School	\$1,500
Technology Assistant Middle School	\$1,500
Technology Assistant High School	\$1,500
HS Counselor****	40 Days
MS Counselor****	10 Days
Nurse****	10 Days

\* - Indicates salary to be divided by sponsors.

\*\* - Indicates that the extended days would be implemented with future hires to this position. Current HS Librarian will continue to receive 20 days extended service as per her individual contract.

\*\*\* - In the event any grant money stipulates or earmarks an amount greater than \$25/hr for tutor pay that the greater amount shall be paid. Tutoring service for St. Michael's consolidated school shall be set at \$30.00 per hour.

\*\*\*\* - This position includes extended service days as indicated in their personal contract at their per diem rate.



**APPENDIX E – ABSENCE REQUEST**

I, \_\_\_\_\_ will be/was absent from my position on \_\_\_\_\_  
(Name) (Date of Absence)

due to \_\_\_\_\_

I hereby request the following leave:

- \_\_\_\_\_ Personal ( ) Days
- \_\_\_\_\_ Vacation ( ) Days
- \_\_\_\_\_ Professional ( ) Days
- \_\_\_\_\_ Jury Duty ( ) Days
- \_\_\_\_\_ Deduct from Salary ( ) Days
- \_\_\_\_\_ Sick ( ) Days

(If requesting professional, please indicated purpose/activity) \_\_\_\_\_

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

\_\_\_\_\_  
Staff Signature Date

\_\_\_\_\_  
Principal/Supervisor Signature Date

\_\_\_\_\_  
Substitute Signature Date

**NOTICE: All leave, other than sick, must be pre-approve by the Principal and Superintendent.** Please complete the above and submit to your building principal/supervisor. Advance Notice of Three (3) Days is required. Approval is only granted once the Superintendent's signature is obtained.

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**To Be Completed By Superintendent's Office**

\_\_\_\_\_ Approved \_\_\_\_\_ Disapproved Comments: \_\_\_\_\_

\_\_\_\_\_  
Superintendent's Signature Date

ALL SIGNATURES ARE REQUIRED BEFORE SUBMITTING TO PAYROLL

**APPENDIX F – PERFECT ATTENDANCE / PERSONAL LEAVE BONUS**

TO: Ripley-Union-Lewis-Huntington Board of Education Association

\_\_\_\_\_ I certify that I have not taken any personal or sick leave days this year, therefore I am entitled to the perfect attendance bonus established by the Board. I hereby request said payment.

\_\_\_\_\_ I certify that I have not used all of my personal leave days for this year, therefore I am entitled to the personal leave bonus established by the Board for \_\_\_\_\_ day(s) not used. I hereby request said payment.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Superintendent

**APPENDIX G – SICK LEAVE POOL APPLICATION FORM**

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

INFORMATION CONTAINED IN THIS APPLICATION IS CONFIDENTIAL

**SECTION I. Application for Sick Leave Days:**

Upon depletion of accumulated sick leave balance, personal days, and any advanced days, a staff member may apply for sick leave days from the sick leave pool. The staff member must have A Physician Certification For Family Or Medical Leave when applying to days from the sick leave pool explaining the serious health condition and the length of time needed to be off work. (Ref: Agreement between RULHEA & Board of Education)

**I wish to apply to the Ripley-Union-Lewis-Huntington School District Sick Leave Pool for days as follows:**

Number of days requested: \_\_\_\_\_

Date sick leave balance (including five (5) days advanced) and personal leave was/will be exhausted:

\_\_\_\_\_

Sick leave being requested due to the illness of:

\_\_\_\_\_

Employee's explanation of health condition:

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

Length of time employee expects to be off work due to the listed health condition:

\_\_\_\_\_

ATTACH: PHYSICIAN CERTIFICATION FOR FAMILY OR MEDICAL LEAVE.  
EMPLOYEES SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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**SECTION II. Decision of Sick Leave Pool – Review Panel.**

Sick Leave Request: \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_

Number of Days Approved: \_\_\_\_\_

Explanation of Denial: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE/REVIEW PANEL REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPENDIX H – TEACHER EVALUATION FORM**

RIPLEY-UNION-LEWIS-HUNTINGTON SCHOOL DISTRICT  
RIPLEY, OHIO  
TEACHER EVALUATION FORM

**CODE FOR USE WITH EVALUATION:**

1. Successful 2. Satisfactory 3. Needs Improvement 4. Not Observed

The teacher will evaluate his/her performance in each of the three categories under the teacher (T) column.  
The evaluator does the same under the evaluator (E) column.

<b>LESSON EVALUATION</b>	<b>T</b>	<b>E</b>
A. The teacher is well organized; plans lessons well and in advance		
B. The teacher begins the lesson with a focus on an objective and an attempt to create interest.		
C. The teacher structures classroom activities to ensure maximum student time on learning tasks.		
D. The teacher uses various methods of instruction (lecture, audiovisuals, etc.) to promote student involvement and interaction.		
E. The teacher displays knowledge of subject matter.		
F. The teacher makes content comprehensible to students.		
G. The teacher encourages students to extend their thinking.		
H. The teacher monitors students' understanding of content through a variety of means.		
I. The teacher provides feedback to students to assist learning.		
J. The teacher adjusts learning activities as the situation demands.		
K. The teacher selects material appropriate to meet the students' needs.		
L. The teacher uses instructional time effectively.		
M. The teacher integrates various forms of technology (i.e. Accelerated Reader/Math, WebQuests, research projects, PowerPoint presentations, curriculum-related software).		

<b>CLASSROOM MANAGEMENT</b>	<b>T</b>	<b>E</b>
A. The teacher demonstrates effective classroom management.		
B. The teacher establishes and maintains rapport with students.		
C. The teacher maintains an environment that motivates and facilitates learning.		
D. The teacher establishes and maintains consistent standards of student behavior.		
E. The teacher maintains fair, firm and consistent discipline students.		
F. The teacher uses productivity tools to enhance their classroom (i.e. Grade Quick, word processing, web pages, newsletters, etc.)		
<b>TEACHER PROFESSIONALISM/ETHICS</b>	<b>T</b>	<b>E</b>
A. The teacher follows policies established by the State of Ohio and the Ripley-Union-Lewis-Huntington Local Board of Education.		
B. The teacher exhibits and exercises professional ethics.		
C. The teacher accepts suggestions in a professional manner.		
D. The teacher communicates with parents/guardians and/or community in a professional manner.		
E. The teacher demonstrates familiarity with relevant aspects of students' background knowledge and experiences.		
F. The teacher performs supervision duties effectively.		
G. The teacher is consistently punctual.		
H. The teacher is involved with professional development activities.		
I. The teacher demonstrates enthusiasm for the professional.		
J. The teacher models proper grammar techniques.		
K. The teacher participates in co-curricular and extra-curricular activities.		

NAME:	BUILDING:	ASSIGNMENT:	DATE:
<b>GENERAL SUMMARY</b>			
TEACHER'S COMMENTS:			
EVALUATOR'S STATEMENT OF TEACHER'S OVERALL PERFORMANCE:			
TARGETS FOR CONTINUED IMPROVEMENT AS DISCUSSED BY THE EVALUATOR AND TEACHER:			
OBSERVATIONS			
1ST	DATE:	TIME:	INITIAL:
2ND	DATE:	TIME:	INITIAL:
RECOMMENDATIONS FOR IMPROVEMENT AND TEACHER ASSISTANCE:			
TEACHER'S SIGNATURE:		EVALUATOR'S SIGNATURE	



**APPENDIX J – COACHING EVALUATION FORM**

<b>RULH Coaching Evaluation</b>			
Coach _____		Date _____	
Supervisors _____	Sport _____	Year _____	

	Excellent	Above Avg.	Adequate	Needs Imp.	Unacceptable	Not Applib
<b>I. Working with People</b>						
a. Advises athletes of training rules/codes/expectations with consequences at onset of season.						
b. Respects and enforces the letter and intent of rules/regulations and codes						
c. Maintains suitable level of expectations from student athlete.						
d. Works with team/individuals to develop appropriate goals.						
e. Has confidence and respect of student/athlete.						
f. Works successfully with athletes of varied ability levels.						
g. Relates well to teachers and supervisors.						
h. Adequately develops team spirit and unity.						
i. Sells program to student body to maintain appropriate participation.						
j. Uses media effectively to reward the effort of team/individuals.						
k. Establishes channels of communication for team member usage.						
<b>II. Planning for Instruction</b>						
a. Has command of material to be included in the lesson.						
b. Adjusts activities to suit interest/skill level of athletes.						
c. Uses practice time effectively.						
d. Deals consistently with disciplinary problems in game/practice setting.						
e. Can explain style of offensive/defensive play to supervisors/parents/athletes						
f. Attends to factors which relate to athletic safety.						
g. Makes assignments and gives directions so that they are clearly understood by the student/athletes.						
h. Deals appropriately with unexpected situations as they develop.						
<b>III. Planning for Instruction</b>						
a. Practice sessions show evidence of careful preparation in terms of selected objectives, activities and procedures.						
b. Selects appropriate drills and has them ready for use.						
c. Practice and game plans reveal that sequence and continuity of activities are regarded as important factors in learning.						

**APPENDIX J (Cont.)**

<b>IV. Equipment and Facilities</b>						
a. Submits budget requests.						
b. Has exact inventory equipment/supplies.						
c. Records equipment used/issued.						
d. Stores and maintains equipment.						
e. Secures facility after practice/game.						
f. Stresses proper care of equipment.						

<b>V. Personal and Professional Qualities</b>						
a. Shows physical vitality and enthusiasm.						
b. Gives evidence of flexibility rather than rigidity in thought and behavior patterns.						
c. Is competent in the technique area of the sport.						
d. Applies basic sport psychology where applicable.						
e. Has basic understanding of athletic injury prevention/rehabilitation and care.						
f. Uses spoken language correctly and effectively.						
g. Seeks opportunities to assume responsibility.						

Comments for the benefit of the individual under supervision:

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