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AGREEMENT
BETWEEN THE
URBANA ASSOCIATION OF CLASSROOM TEACHERS
AND
URBANA BOARD OF EDUCATION

June 1, 2014 to May 31, 2017

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Article 1 – Negotiations Agreement

A. Recognition

The Urbana City School District Board of Education recognizes the Urbana Association of Classroom Teachers OEA/NEA-Local as the sole and exclusive representative, for purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all professional certificated personnel, both full-time and regular part-time, whether actively employed or on leave of absence or on reduction in force suspension with recall rights, including by the way of illustration classroom teachers, tutors, guidance counselors, librarians, media and program specialists, nurses, substitutes after they have taught in one specific teacher position for sixty (60) consecutive school days in a school year, and department heads. Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendents, Administrative Directors, Principals, Assistant Principals, Administrative Assistants, Athletic Directors, non-certified employees and all non-certificated employment, teachers paid with auxiliary services funds, other substitutes and other administrative personnel as defined in Chapter 4117 of the Ohio Revised Code. The bargaining unit shall also include any newly created non-supervisory certificated position having a community of interest in wages, hours, and terms and conditions of employment with teachers in the unit as described above. Substitute teachers who are in the bargaining unit shall only be entitled to the negotiated teacher salary, insurance benefits and sick leave and only while actively employed and assigned continuously to the specific teacher position.

B. Board Authority

The Board of Education will exercise its exclusive authority to establish policy in all matters relative to conduct and management of the public schools within its jurisdiction, but assures the privilege of all members of the bargaining unit to constructively contribute their ideas on appropriate matters without fear of reprisal. Except as provided for in the master contract, the Board of Education has the sole and exclusive right to make all decisions essential to the conduct and management of schools.

C. Negotiations Procedure

1. Directing Requests:

Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent as a representative of the Board of Education. Requests from the Board will be made in writing to the President of the Association as the representative of the Association. Such requests shall be made at least sixty (60) but not more than ninety (90) days prior to the expiration of this contract. However, the Board and Association may negotiate, by mutual consent, at any time. Issues to be negotiated shall be all matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this collective bargaining agreement.

2. Negotiation Meetings:

An agreement will be reached by the representatives of the Board and representatives of the Association within ten (10) days of the original request as to the time and place of the meeting which shall be held within fifteen (15) days after the original request has been submitted unless both parties agree to an extension of time. Unless the parties mutually agree to alternate arrangements, at the first negotiation session, the parties shall exchange initial written proposals in the form of contract language. Thereafter, neither party shall be permitted to submit additional topics for negotiations unless both parties agree. Further meetings shall be held at the request of either party involved in negotiations and shall be completed within forty (40) days or by a mutually agreed time. Meetings shall be scheduled with the least possible interruption of school schedules.

Negotiation meetings shall be in executive session unless mutually agreed by both parties. (In a situation of a crisis nature, such as legal deadlines, negotiations may be carried on during school hours with no monetary penalty to the Association negotiating members.)

3. Representation

Representation shall be limited to five (5) representatives each of the Board and the Association. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

4. Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Up to three consultants may be used by each of the parties in any of the negotiation meetings. Such consultants may not take part in the discussions unless invited to comment on particular topic. Summary notes may be maintained by both parties.

5. Information

The Board and Superintendent agree to make available to the Association's negotiation committee, upon request and in reasonable time prior to and during negotiations, available public information concerning financial resources of the district and such other public information as well as assist the Association.

The Association agrees to furnish all available public information on its proposals to the Board's negotiation team to support the development of sound programs for the school district.

6. News Releases

Neither the Board nor the UACT will release information to any media during negotiations. If negotiations go to impasse, each organization may release news as deemed necessary.

7. While Negotiations are in Progress:

a. Recesses

The chairman of either group may recess his group for independent caucus at any time. Caucuses are to be no longer than thirty (30) minutes unless mutually agreed.

b. Courtesy (Protocol)

No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process. However, this shall not be construed to require any participant to submit to maltreatment, whether through abusive language or derogatory publication.

c. Item Agreement

As negotiation items receive tentative agreement they shall be reduced to writing, and initialed and dated by each party. Such initialing shall not constitute final agreement. However, such tentative agreement shall remove those items from further negotiations. Initialed items may be placed back on the table by mutual consent.

d. Schedule of Meetings

Until all negotiation meetings are scheduled, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

e. Agenda

When the requests of both parties are presented, the discussions shall be limited to the items agreed upon and no further additions shall be made during the course of negotiations unless by mutual agreement.

D. Agreement

When an agreement is reached through negotiations the outcome shall be reduced to writing, with two signed copies, one for the Association and one for the Board of Education. The agreement shall be submitted to the Association and to the Board of Education for formal approval within fifteen (15) calendar days. Following ratification

by the Association and the Board of Education, the agreement shall be signed by the President of the Board of Education, the Superintendent of Schools, the President of the Association, the chief negotiator for the Association and shall become a collective bargaining contract for both parties.

E. Disagreement

1. Mediation:

- a. In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, either of the parties shall have the option of declaring impasse.
- b. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.
- c. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by both parties.
- d. The parties shall jointly prepare a request for Federal Mediation and direct such a request to the Federal Mediation and Conciliation Service.

The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

- e. The mediator has no authority to recommend or to bind either party to any agreements.
- f. It is agreed that the procedures set forth in this Section constitute a mutually agreed Dispute Settlement Procedure which supersedes the procedures contained in O.R.C. 4117.14, except that the UACT does retain the rights enumerated in O.R.C. 4117.14(D)(2).

2. Advisory Arbitration:

- a. If after five (5) days of involvement of the mediator, agreement cannot be reached by both parties, the non-resolved issues will be submitted to advisory arbitration.
- b. Both sides will join in a request for the services of an arbitrator from the American Arbitration Association. The arbitrator shall be selected from a list of seven (7) names provided by the American Arbitration Association,

in accordance with its rules and regulations. The alternative strike method will be used to determine which of the seven (7) arbitrators will be used.

- c. Both parties shall present their case on the unresolved issues according to rules established by the arbitrator and the arbitrator shall issue an advisory position on each of the unresolved issues. The position taken by the arbitrator shall not be binding on either party.
- d. Following the issuance of the advisory position by the arbitrator both parties shall have fifteen (15) calendar days to accept or reject the advisement of the arbitrator. Negotiations may continue on those issues during this fifteen (15) day period.
- e. The costs of advisory arbitration shall be shared equally by both parties.

F. Definitions

- 1. “Professional negotiations” means conferring, discussing and negotiating in good faith by a Board of Education or its designated representatives, and the UACT through its designated representatives, in an effort to reach an agreement with respect to salaries, hours, working conditions and teacher welfare by such Board and organization.
- 2. “Good faith” involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other’s proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reason and offer counter-proposals. The obligation of a board or its representatives and the representatives of a recognized teacher organization to meet for the purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.
- 3. “Days” shall mean calendar days.
- 4. “Impasse” shall mean a deadlock which the parties are unable to resolve after good faith negotiations over a period of at least forty (40) days. Such impasse shall include the residue of irresolvable issues in the entire “package” being negotiated, but shall not prevent acceptance of resolved issues.
- 5. “Urbana Board of Education” referred to in this document as the Board.
- 6. “Urbana Association of Classroom Teachers” referred to in this document as the UACT.
- 7. “Shall” - obligatory language.
- 8. “May” - permissive language.

Article 2 – Salary Schedule

- A. It is the intent of the Urbana City Board of Education and the UACT to develop a salary schedule that compares with other similar school districts and is within financial reach of the school district.
- B. The teacher salary schedule should stimulate professional growth as well as recognize experience as a factor of excellent teaching.
- C. Before the salary of a teacher is determined under the provisions of this schedule, he/she shall file a certificate of transcript from any training institution(s), certifying the number of semester or quarter hours earned.
- D. No teacher shall be eligible to receive remuneration for teaching until he/she has filed a valid Ohio Teaching Certificate/License and a transcript of his/her college credits with the Superintendent of Schools.
- E. Finally, the salary schedule is designed for equitable compensation to beginning and experienced personnel, as well as administration and extra-curricular responsibilities.
- F. General Provisions of the Salary Schedule:
 - 1. The schedule shall apply to all regular teachers.
 - 2. All teachers eligible to advance to the 150-hour column, masters column, masters plus fifteen (15) column, or masters plus thirty (30) hours column shall file a transcript of credits in the Superintendent's office no later than September 15 if credit is to be received for the current school year.
 - 3. Specify advancement to 150-hour column by total of 150 semester hours only.
- G. The salary schedules found in the Appendix provide the agreed upon effective dates and base pay in the Bachelors column at 0 years' experience.
- H. No step increases on the salary schedule will be granted for a year of service for the 2011-2012, 2012-2013, and 2013-2014 school years. For the 2014-2015 school year all bargaining unit members will remain at the salary schedule step as designated during the 2013-2014 school year.

There shall be a two percent (2%) increase in the base salary for the 2014-2015 school year and a two percent (2%) increase in the base salary for the 2015-2016 school year. Salary schedule steps will resume with the 2015-2016 school year.

Article 3 – Supplemental Contracts

- A. All members of the bargaining unit having additional responsibilities above and beyond their contractual day are entitled to compensation for such responsibilities and shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code. Such supplemental contracts shall include the following information:
 - 1. name of said employee
 - 2. name of school district and the Board of Education for which the responsibilities shall be performed
 - 3. title and location(s) of the duty and the compensation to be paid for the additional responsibility
 - 4. date when the responsibility is to be performed and compensation is to be made
 - 5. provision for signature and date of signing by the employee, Board President and Treasurer of the Board
 - 6. the signing of the contract must precede the commencement of the duties.

- B. Compensation for new positions created that require additional time beyond the normal school day will be negotiated by the Association.

- C. Pay schedule for currently approved supplemental positions is contained in Appendix C.

- D. All coaches, advisors and department chairpersons shall be placed on the appropriate step according to their Urbana experience in that position.

- E. Athletics and Cheerleading
 - 1. Coaches who move from one sport to another begin at the first step of the new sport.
 - 2. Current Urbana employees advancing to a higher level of coaching or who are returning to coaching after a period of absence within the same sport shall get credit for previous coaching experience at Urbana for the purpose of determining salary.
 - 3. Head coaches new to the system may be placed as high as step two, commensurate with past experience.
 - 4. All other coaches new to the system may be placed as high as step one, commensurate with past experience.
 - 5. Head coaching positions shall be paid no later than two weeks after the last varsity contest and complete inventory is submitted, whichever is later.

6. Assistant coaching positions shall be paid no later than two weeks after the last varsity contest of their particular sport.

F. Department/Grade Level Chairpersons

2-3 members

4-6 members

7+ members

Membership includes the department chairperson

High School departments recognized for chairperson stipends are:

| | | |
|---------------------------|----------------|---------------------|
| Business/Media Technology | Guidance | English |
| Science | Fine Arts | Health/Physical Ed. |
| Special Education | Social Studies | Foreign Language |
| Vocational | Math | |

Junior High departments recognized for chairperson stipends are:

| | | |
|--------------------------|-------------------|--------------------|
| English | Social Studies | Math |
| Science | Special Education | Physical Ed/Health |
| Technology/Guidance/Arts | | |

When there are two or more members in the building, Elementary School departments recognized for chairperson stipends are one per grade level per building:

North Elementary
South Elementary
East Elementary
Local Intermediate

Numbers in each department/grade level shall be based on assignment of teachers as of the beginning of each school year. Department chairs shall receive written notification of member assignments by no later than the first teacher day of each year.

G. Yearly assignments shall be paid in two equal installments: The second regular pay date in January and the second regular pay date in June. Seasonal advising positions shall be paid in that half in which their duties are completed.

H. All summer school teachers will be issued a separate contract delineating their assignments. They shall be paid biweekly at the BA Step 0 rate based on the number of hours worked during each pay period. Teachers shall be paid one (1) hour of planning with a minimum of four (4) hours of instruction/supervision per day. High School summer P.E. instructors will be paid at the tutor rate for all hours actually worked.

Article 4 – Compensation for Part-Time and Hourly Employees

- A. Tutors
 - 1. The hourly rate of pay for tutors of homebound students or tutoring done outside the work day shall be paid at an hourly rate of seventeen dollars and fifty cents (\$17.50) per hour.
 - 2. One hour of paid planning time shall be granted for every five hours of instruction.
 - 3. Tutor contracts will clearly define responsibilities, direct supervisor, hours and expenses covered.
 - 4. Tutors will be reimbursed for mileage only if the student is being instructed outside the district.
- B. Teachers employed less than full-time on a regular contract shall be paid a salary equal to that teacher's salary from the salary schedule multiplied by the fraction of a regular school day that that person teaches. The fraction is to be based on the length of the day in the building of the major assignment of the teacher.
- C. The regular length of school day (7 ½ hours) for each of the 185 school days shall be known as the traditional school day/year. For hours above the traditional school day or days above the traditional school year, teachers may be hired at the tutor rate for such activities/programs.
- D. Part-time employees regularly assigned on a half-time or better basis per week shall qualify for all hospitalization and life insurance provisions of the Agreement.

Article 5 – Hospitalization and Major Medical Insurance

- A. The Anthem/Blue Cross PPO health care program will be required for members of the bargaining unit.

The Urbana City School Board shall pay its portion of the premium (as specified below) for this health care program for all eligible employees in the bargaining unit who elect such coverage and who work a minimum of seventeen and one-half (17.5) hours per week.

Employee Contributions shall be ten percent (10%) of the monthly premium through December 31, 2015. Beginning January 1, 2016 employee contributions shall be twelve and one-half percent (12½%) of the monthly premium. Beginning January 1, 2017 employee contributions shall be fifteen percent (15%) of the monthly premium.

Employee contributions shall be deducted from no more than twenty-four (24) pay periods.

The District shall also offer a prescription drug card which shall include the following schedule for co-pays:

| | |
|-------------------------|----------------|
| Retail – up to 30 days: | \$10/\$20/\$30 |
| Mail Order – 90 days: | \$20/\$40/\$60 |

- B. The District shall also offer a Wellness component to the plan document and include, at a minimum, the following benefits: routine colonoscopy at age 50 and once every ten years thereafter, one-time diabetic education following diagnosis, HPV vaccine, and a routine physical once every five years.
- C. The Board may offer alternative/managed care programs in addition to Hospitalization and Major Medical Insurance mentioned above.
- D. The benefits provided to employees by Section 125 of the IRS Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. The IRS Section 125 plan so offered shall include a flexible spending account (FSA) which shall permit employees to use pre-tax dollars to pay the employee's share of the insurance premium (if applicable), child and elder dependent care expenses and non-reimbursed medical, dental, vision, prescription drug, and/or any other allowable expenses under the Act.
- E. Eligible employees who decline to participate in the Board's health insurance plans for the entire school year shall annually receive a stipend of one thousand dollars (\$1,000). The stipend shall be paid at the end of the school year according to the following provisions:
 - 1. The employee must waive his/her right to coverage in writing to the treasurer by September 30.
 - 2. Spouses employed by the district are eligible for only one family plan and are not eligible for this stipend.
 - 3. Any bargaining unit member who elected to opt-out of the Board approved insurance program who involuntarily loses other insurance coverage will be permitted to re-enroll in the Board-approved insurance program subject to the provisions of the contract with the carrier. Notice of intent to enroll will be provided the Treasurer as soon as possible after the involuntary loss of coverage and will become effective subject to the provisions of the contract with the carrier. Bargaining unit members who opt-out of the insurance program and need to re-enroll shall only receive the insurance incentive stipend on a prorated basis for the period of time that he/she had opted-out.

- F. Board employees who are husband and wife shall only have the following options in medical insurance coverage:
1. Each shall be covered by separate single medical coverage, or
 2. Both shall be covered by one (1) family medical coverage.
- G. The health insurance carrier shall provide each bargaining unit member with an updated copy of the health insurance benefits book.
- H. Prior to changing carriers, the Board shall provide UACT with thirty days advance notice. Benefit levels shall not be less than previous traditional coverage.
- I. Health Care Committee:
1. The parties agree to establish a standing health care committee (hereinafter referred to as the "HCC"). The purpose of the HCC is to gather and review information related to health insurance coverage and utilization and make recommendations to the negotiating teams regarding the effective management of health insurance costs and the improvement of employee wellness,. Information relative to these tasks include health plan certificates and riders, health plan funding information, the process through which the broker and health plans were selected, health plan performance reports, health risk programs of the District and health plans, and aggregate health risk appraisal/assessment information. All formal recommendations of the HCC shall be transmitted to each party of the HCC for further consideration.
 2. The mission statement of the HCC is to create within the workplace environment a forum whereby representative membership on the committee will engage in a continuing educational process and review of health insurance benefits on behalf of the employees and their dependents. The primary goals of the HCC shall be determined by consensus of committee members.
 3. The HCC has authority to request and gather relevant information, recommend the selection of a health insurance broker, using an RFQ Process, evaluate the performance of health insurance broker and disseminate its recommendations to the negotiations teams. All recommendations of the HCC shall be made by consensus. The HCC shall be comprised of three (3) members of UACT, the Superintendent, District Treasurer and Business Manager and may include up to three (3) members of OAPSE.

Members, other than the Superintendent, Treasurer and Business Manager, shall be appointed by their respective groups for a term of three (3) years. Teams shall attempt to stagger terms in the HCC so as to limit the turnover of two (2) or more members in any one group. Should a member become incapable of fulfilling his/her term, the appointing authority shall appoint a new member within thirty

(30) calendar days of notification. As administrator of the health insurance plan, the Business Manager shall chair the committee. In the event the Business Manager cannot fulfill those duties, an interim chair shall be appointed by consensus of the committee.

4. The HCC shall meet at least once per nine-week grading period with the first meeting to be held prior to September 15 of each year. Additional meetings may be called by any member, if supported by at least three (3) other members of the committee. The member calling the meeting shall state the purpose of the desired meeting.

Minutes shall be kept at each meeting which reflect HCC deliberations and recommendations. An annual report shall be issued by the HCC that provides contextual information relative to District health plan costs, employee health status and HCC deliberations and recommendations.

5. During the term of this Agreement, the HCC shall create standards regarding health insurance and health care education, the process through which the broker and health plans shall be selected, and evaluations of the health insurance broker and health plan. The implementation of such standards shall be contingent upon ratification/adoption by the respective parties.
6. The members of the HCC shall adhere to and assure compliance with the privacy rights of individuals covered by the health insurance, as prescribed by HIPAA.

- J. For insurance quotes in 2016, the parties agree that requests for proposals shall be made for the insurance broker and the third party administrator of the insurance program.

Article 6 – Term Life Insurance

The Urbana City Board of Education will provide term life insurance in the amount of \$1,000 per each thousand dollars of the employee's teaching salary, rounded to the nearest thousand (exclusive of supplemental or extended time salaries) to each member of the bargaining unit who is employed a minimum of one-half time (17.5 hours) or more per week at no cost to the employee. This insurance benefit will be based on the employee's salary as of September 1 of each year.

Article 7 – Tuition Reimbursement

- A. The Urbana City Board of Education will provide one hundred forty dollars (\$140) per quarter hour and/or one hundred seventy dollars (\$170) per semester hour for college work beyond the bachelor's degree that meets the requirements of this article up to a maximum of nineteen (19) quarter hours or thirteen (13) semester hours per year and up to a maximum of forty-seven thousand dollars (\$47,000) which shall be the total Board

expenditure for such reimbursement in each year. The “year” as defined for when courses are taken and for when the above listed maximum expenditures apply shall be July 1 through June 30.

- B. This reimbursement is available only to members of the bargaining unit. Tutors and substitute teachers are not eligible for this reimbursement.
- C. Payment will be made once a year on or before the first regular pay date in November following the particular eligibility year.
- D. Payment will be made only to those employees who return to work in the district the year following their course work. If on an approved leave of absence, the employee will be reimbursed upon returning to work following the leave of absence.
- E. For those who have a bachelor’s degree but are not fully certified, payment will only be made if the hours are applicable toward full licensure.
- F. Payment will be made for undergraduate or graduate courses taken at any state approved institution for teacher education and specifically to improve the employee’s performance of their duties in Urbana City Schools. If there is a question concerning suitability of a specific course, the Superintendent will discuss the situation with the employee before approving or disapproving the application.

If a course application is disapproved, the employee will be given reasons in writing for that disapproval no more than ten (10) school days after the employee submitted said request. In the event of non-approval of a course request, the decision may be appealed, within ten (10) school days of the employee’s signed receipt of the course’s non-approval, to the tuition reimbursement committee which shall consist of two (2) teachers appointed by the UACT President, the appropriate building principal, and chaired by the Superintendent of Schools. In the event a majority vote is not reached, the decision will be subject to grievance.

- G. The employee must submit the tuition reimbursement form in writing to the Superintendent prior to the first class meeting of the course for which reimbursement will be requested.
- H. Within 60 days of completion of the course, the employee will resubmit the completed tuition reimbursement form along with a receipt for the actual cost of the course. The employee will submit a grade slip or transcript showing course number and grade received within 60 days of receiving the grade and no checks will be issued until grade slip/transcript is received. Tuition Reimbursement shall not exceed the actual quarter hour or semester hour tuition cost to the employee.
- I. In the event that the requests for reimbursement exceed the applicable amounts listed in Section A herein, the total amount of requests for full credit courses will be prorated (divided evenly) into the applicable amounts listed in Section A herein. In any case,

however, reimbursement will not exceed one hundred forty dollars (\$140) per quarter hour or one hundred seventy dollars (\$170) per semester hour.

- J. Tuition reimbursement forms will be available in the district office.
- K. Both sections of the form must be submitted by the deadlines given in order to receive payment.

Article 8 – Severance/Separation Pay

- A. Pursuant to Section 124.39, Ohio Revised Code, the Urbana City Board of Education shall grant severance pay to all full-time and half-time employees as described below.
- B. Upon an employee's indicated intent to retire and upon receipt by the Board of an application for processing retirement benefits from a retirement system the Board shall grant one day's pay for each 3 days of accumulated sick leave up to a maximum of 300 days of accumulated sick leave (maximum severance days of 100).
- C. In lieu of severance under paragraph B, the Board shall, at the request of any employee who is leaving the district and who has accumulated a total of twenty-five (25) years' service defined by the State Teachers Retirement System with at least fifteen (15) of those years being in Urbana City Schools, grant a separation pay equal to one-half (1/2) the amount that would be granted in the case of retirement (up to a maximum of 150 days of accumulated sick leave for a maximum separation pay equal to 50 days). Employees terminated for Just Cause are excluded from this provision and are ineligible to receive any severance pay.
- D. Payment in accordance with either paragraph B or C above or paragraph H below shall be considered to eliminate all sick leave credit. Separation payments will be issued in January following separation from employment from the district. For employees who are not eligible for the accumulated leave plan set forth in paragraph H below, the severance payment will be issued in January following retirement.
- E. Severance payment shall be made only one (1) time to any employee.
- F. The days of accumulated sick leave on which severance pay is based can be a combination of that accumulated in Urbana City Schools and that which is properly transferred from another governmental agency, department or political subdivision.
- G. In the event of the death of an employee, the severance or separation pay due such employee shall be paid to the life insurance beneficiary of the employee or the estate of the deceased as though that teacher had actually retired from or left the district on the date of death.

H. Accumulated Leave Plans

All employees who turn 55 or older in the calendar year in which they retire will take part in an Accumulated Leave Plan that is offered by one of the following four companies: ING/Aetna Financial Services, MetLife Investor's Group, Variable Annuity Life Insurance Co., or Horace Mann.

1. If a retiring member is a participant in an accumulated leave plan, an employer contribution shall be made on his/her behalf under the accumulated leave plan within seventy-five (75) calendar days of the participant's last workday in an amount equal to the lesser of:
 - a. The total amount of the Participant's Severance Pay, or
 - b. The maximum contribution amount allowable under the terms of the accumulated leave plan.
2. To the extent that an accumulated leave plan participant's severance pay exceeds the maximum amount allowable under the accumulated leave plan for a calendar year, the excess amount shall be payable to the accumulated leave plan in the following January, up to the maximum accumulated leave plan limits for that calendar year. If there is any remaining excess, it shall likewise be paid in subsequent calendar years; provided, however, that if any excess remains at the end of the fifth calendar year following the calendar year of retirement, the remainder shall be paid in cash to the retired employee.
3. If a member is entitled to have a contribution paid to an accumulated leave plan and dies prior to such contribution being paid to the Plan, the contribution shall be paid to the estate of the deceased member.

Article 9 – Intra-School Substitutes

- A. Teachers who agree to act as intra-school substitutes must sign a supplemental contract. Assignments will be made by the building principal.
- B. Intra-school substitution may be performed by a regular teacher that volunteers to sign a supplemental contract to teach during the regular school day during their regular assigned conference period.
- C. Vocational teachers may not substitute during their vocational planning or student supervision time.
- D. Certificated employees will be paid for substituting according to the following rates:

Nine dollars (\$9.00) for up to twenty-five (25) minutes or eighteen dollars (\$18.00) for periods of twenty-six (26) to fifty (50) minutes at the Elementary level.

Eighteen dollars (\$18.00) per period at Urbana Junior High and Urbana High School

- E. Payment is to be made on the first pay date in December and second pay date in June.
- F. An administrator shall not place a student in another teacher's classroom for disciplinary reasons (including, but not limited to, In School Suspension or Alternative Learning Center situations) for more than thirty (30) minutes each day.

Article 10 – Travel Reimbursement

- A. Members of the bargaining unit whose assignments routinely require travel shall be reimbursed at the IRS rate as of August 15 each year.
- B. Mileage should include only the travel distance required above what the employee would drive the normal course of getting to and from the work place.
- C. Non-routine travel to central points in the district for general teachers' meetings and similar events is not reimbursable.
- D. Travel time shall not be used to reduce lunch time or planning time.
- E. Travel report forms provided by the Treasurer will be completed monthly, unless alternative arrangements are agreed upon by the treasurer and employee. All report forms for the travel expenses incurred before June 1 must be submitted no later than June 15 in order to be eligible for reimbursement.
- F. The maximum mileage reimbursement for any one meeting in which three or more members from the same building attend will be equivalent to the mileage reimbursement for two attendees from each building divided equally among those who drive.

Article 11 – Tax Sheltering of Employee Retirement Contribution

The Board agrees to take action and file the forms necessary to remove the employee's contribution to the State Teachers Retirement System from the employee's salary calculation prior to the calculation of state and federal income tax on that salary.

The Association agrees to assume responsibility with the administration for explaining the charges that occur on the W-2 IRS Annual Earnings Form as a result of this action.

Article 12 – Service Credit

- A. The salary of a teacher or full-time tutor is based on years of service. A teacher or full-time tutor, continuing to teach in the Urbana City School District, receives credit for all years of teaching experience which consist of one hundred twenty (120) days in a given year under a teacher's or full-time tutor's contract, appropriate to their academic training level on the salary schedule for the Urbana City School District (O.R.C. 3317.13). Accumulation of service credit shall not apply for the 2011-2012, 2012-2013, 2013-2014 and 2014-2015 school years.
- B. A teacher or full-time tutor, new to the district, receives credit for each year to a maximum of fifteen (15) years consisting of a minimum of one hundred twenty (120) days in a given year under a teacher's or tutor's contract.
- C. Credit is given for each year of active military service up to a maximum of five (5) years with a partial year of eight (8) continuous months or more of service counting as a full year (O.R.C. 3317.13).
- D. Credit is given for each one hundred twenty (120) days in a given academic year of daily substitute teaching in any number of verifiable state accredited schools.
- E. Credit for a fractional part of a year of teaching will be determined on the salary schedule by the Board of Education. A year of credit for teaching service must consist of at least 120 days.
- F. The beginning salary of newly appointed teachers shall be based upon years of prior teaching service. Service in the Armed Forces of the United States shall be given credit on the salary schedule (up to five [5] years).

Article 13 – Certificated Family Dependents – Tuition Cost

All certificated staff members' dependents will be able to attend Urbana City Schools tuition free if they live outside the school boundaries. However, the Open Enrollment Process is required for those who elect to send their children to Urbana City Schools.

Article 14 – Payroll Schedule

- A. There will be twenty-six (26) pays per contract year for the 2014-2015 school year.
- B. Beginning with the 2015-2016 school year, there will be twenty-four pays per contract year. Regular scheduled pays will be on the fifth (5th) and twentieth (20th) of each month. When the regular pay date falls on a Saturday, Sunday or holiday, automatic deposits will occur on the business day immediately preceding the weekend or holiday.

- C. Direct automatic payroll deposit will be required of all bargaining unit members. Bargaining unit members shall authorize direct deposit to an applicable banking institution. Once authorized, direct deposit shall not be altered unless there is a change in marital status, relocation or bank change. To implement a direct deposit change, thirty (30) days advance written notice to the Treasurer shall be required. Direct deposit for a bargaining unit member shall be made to only one bank and one account. Statements can be sent to up to two (2) email addresses.

Article 15 – Payroll Deduction

The payroll deductions listed below will be made by the treasurer upon proper request from the bargaining unit member.

- A. Credit Union
 - 1. Payroll deduction can be arranged any time. Ten (10) days prior notice is required.
 - 2. Pay envelopes may be used for distribution of credit union pre-folded literature.
- B. Association Dues will be payroll deducted subject to submission of an authorization form by the bargaining unit member.
- C. Tax Sheltered Annuities: Approved tax sheltered annuitized payments may be payroll deducted subject to limitations imposed by Board regulations.
- D. United Way donations may be payroll deducted.
- E. Supplemental Insurance: Premiums for supplemental insurance may be payroll deducted.
- F. STRS Credit Purchase: STRS service credit may be payroll deducted.
- G. Fair Share Fee.
- H. The Fund for Children and Public Education (FCPE).
- I. Community for Education. Provide opportunity for bargaining unit members to provide funds to the levy support organization for the Urbana City School District through payroll deduction.

Article 16 – Grievance Procedure

A. Statement of Purpose

1. This Grievance procedure is an effort to secure, in an orderly and responsible manner, equitable solutions to grievances at the lowest possible administrative level.
2. Every bargaining unit member shall have the right to present grievances in accordance with these procedures with representation of their choice or without representation; however, a copy of all written grievances filed will be forwarded to the Association by the Grievant.
3. Nothing contained in this Article or elsewhere in this Master Agreement shall be construed to prevent any individual bargaining unit member from discussing a grievance with his/her supervisor and having it adjusted without intervention or representation of association representatives.
4. The adjustment of any grievance shall be in accordance with the terms and conditions of the Master Agreement and the Association President shall be made aware of the adjustment.

B. Definitions

1. A “grievance” is a complaint involving the alleged violation, misinterpretation or misapplication of the Master Agreement.
2. A “grievant” or “aggrieved” is an employee bargaining unit member or group of bargaining unit members or the Association alleging a violation, misrepresentation or misapplication of the Master Agreement.
3. During the adopted school calendar, “days” shall mean school days. At all other times, “days” shall mean weekdays (Monday through Friday) excluding legal holidays.
4. “Representation” of the aggrieved may be by a person of that grievant’s choosing, except that no member of another teacher organization may represent the grievant.

C. Miscellaneous

1. Time limits within this provision shall be considered a maximum unless mutual written agreement to extension by both parties is made.
2. If a grievance is not formally initiated within twenty-one (21) days after the aggrieved party knew, was made known, or should have known upon the exercise

of reasonable diligence, of the act and conditions upon which the grievance is based, the grievance shall be considered waived.

3. If a decision on a grievance is not appealed within the time limits specified at any step of this procedure, the grievance will be deemed settled on the disposition of that step and further appeal shall be barred.
4. Failure at any step of these procedures to appropriately communicate the decision of the grievance within the specified time limits shall permit the grievance to proceed to the next step.
5. At each formal step, either party may have representation of his/her choice.
6. The parties agree that the grievance proceedings, allegations and decisions shall be kept confidential as is specified in this Master Agreement and to the maximum extent permitted by law.
7. A bargaining unit member who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.
8. Decisions rendered at each formal step of the Grievance Procedure will be made in writing on the forms hereto attached setting forth the decision and the reasons thereof, and will be transmitted to the Grievant, the Superintendent and the Association President.
9. Hearings and conferences conducted under this procedure shall be at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held during school hours at the order of the arbitrator, the grievant and the Association President shall be excused, with pay, for that purpose.
10. The parties shall schedule the appearance of witnesses so that prolonged and unnecessary absences from such witnesses' assigned duties shall be avoided. In order to limit the amount of interference with the students' education, each party shall inform the other at least five (5) school days prior to the scheduled arbitration hearing of the identity of those witnesses the party intends to call and the anticipated length of time the witness will be absent from his/her assigned duties. The parties shall coordinate the appearances of the witnesses in an effort to minimize the need for multiple substitute teachers. In the event there is a need to engage one or more substitute teacher(s) to cover the absences of witnesses called by the grievant or Association to an arbitration hearing, the Board shall provide for the first substitute and the Association shall reimburse the Board for the costs associated with that substitute coverage.

11. The grievance shall be filed on a standard form (Appendix G) which shall set forth: (1) a clear and concise summary of the facts upon which the grievance is based; (2) references to the specific provisions of the Master Agreement which are claimed to have been violated, misinterpreted or misapplied; (3) the specific relief demanded; (4) the date of the occurrence upon which the grievance is based; and, (5) the date the formal grievance is filed.

C. Steps in the Grievance Procedure

1. Informal:

Any bargaining unit member having a grievance shall attempt to privately discuss this problem first with the immediate supervisor or the administrator who has the authority to remedy the problem before a formal grievance shall be filed, the grievant may be accompanied by a representative of the member's choice.

2. Step One – Immediate Supervisor:

If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, he/she shall file a written grievance with the grievant's immediate supervisor. A grievance filed with the immediate supervisor or the appropriate administrator must be filed within twenty-one (21) days after the grievant could reasonably be assumed to have known of the event or action giving rise to the alleged grievance. A Step One grievance conference shall occur within five (5) days after the grievance is filed, a representative of his/her choice may accompany the grievant. Twenty-four (24) hours advance notification concerning representation must be given to the supervisor. The supervisor shall file a written decision on the grievance within ten (10) days of the Step One grievance conference.

3. Step Two – Superintendent:

In the event a grievance has not been satisfactorily resolved at Step One, the grievant may file within ten (10) days of the administrator's written decision at Step One, a copy of the grievance with the Superintendent. Within five (5) days after such written grievance is filed, the grievant, who may have a representative of his/her choice, and the Superintendent or designee shall meet at a Step Two grievance conference to discuss the grievance. Twenty-four (24) hours advance notification concerning representation must be given to the Superintendent or designee. The Superintendent or designee shall file a written decision within ten (10) days of the Step Two grievance conference and communicated in writing to the grievant and the Association President.

4. Step Three – Urbana City School District Board of Education:

If the grievant is not satisfied with the written Step Two grievance response of the

Superintendent, the grievant may, within fourteen (14) days of receiving the Superintendent's Step Two response, through the UACT Executive Committee, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant, in executive session, if requested, and render a Step Three decision in writing within fourteen (14) days.

5. Step Four – Mediation:

If, after receiving the Step Three grievance decision of the Board, the grievant remains unsatisfied, the grievant shall request in writing that the matter be submitted to grievance mediation with the Federal Mediation and Conciliation Service (FMCS), unless the grievance pertains to an issue affecting the member's wages (including but not limited to suspension, demotion, termination, non-renewal, RIF, supplemental contracts, and salary schedule placement). Mediation is voluntary when a member's wages are affected as a result of the act which precipitated the grievance. This request shall be made within fourteen (14) days from the receipt of the Step Three grievance decision of the Board. When applicable, the parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but no later than thirty (30) days from the filing of the request for mediation. If the mediation process is not successful or is not completed within thirty (30) days of the request for mediation and the grievant remains unsatisfied, the grievance may proceed to the next step.

6. Step Five – Arbitration:

a. If the grievant is not satisfied by the decision of the Board and appropriately elects not to submit the matter to grievance mediation, or if the grievant is not satisfied with the results of the mediation, the Association, through the UACT Executive Committee, may within ten (10) days of receipt of the written decision of the Board at Step Three (if mediation is not elected) or the conclusion of the mediation submit the grievance to binding arbitration according to the voluntary rules of the American Arbitration Association. Written notice of that advancement shall be given to the Board President, the Superintendent and the Treasurer. If the parties mutually agree, the grievance may be submitted to expedited arbitration.

b. The Arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA. The Arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed by the parties and the Arbitrator. The

parties shall equally share the administrative costs imposed by AAA to administer the arbitration.

- c. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not specifically submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching determination or to exceed the remedy demanded. The arbitrator shall have no authority to alter, add to or subtract from the terms of the negotiated agreement, or to make any decision contrary to law or the negotiated agreement. The arbitrator shall limit the decision to the application and interpretation of the express terms and provisions of the negotiated agreement. The decision of the arbitrator on the grievance shall be binding on both parties.
- d. The costs for the Arbitrator's services and his/her costs shall be borne by the losing party. Each party shall bear its costs for its representation in the arbitration.

Article 17 – Teacher Workday and Planning Time

A. School Year, Opening and Closing Dates of School Time

The Superintendent of Schools is responsible for establishing the opening and closing dates of each school term. The teacher work year will consist of one hundred eighty-five (185) days which may include pre-school workshops and readiness, record days, Central Inservice Day and convocation days. These will be determined each year as to need. The total basic contract school year for teachers is no more than one hundred eighty-five (185) days.

At the Board's discretion, one additional day per school year (maximum 186) may be added to the calendar for the purposes of professional development. If added, all teachers shall be compensated for this additional day at their per diem rate of pay. The decision of whether or not to add this day to the calendar must be made by March 1 of the preceding school year, with notification being provided to the UACT President. Scheduling of the added day will be accomplished with the development of the school calendar submitted to the Association.

B. School Day -- All Teachers

- 1. Outside limits: Staff starting times may be staggered to permit effective scheduling and supervision. The outside limits for the staff day shall not exceed one half ($\frac{1}{2}$) hour before the teacher work day or one (1) hour after the teacher work day.

2. Work-day: 7½ hours-the length of the work day for all bargaining unit members shall be 7½ hours or four hundred fifty (450) consecutive minutes. Should a bargaining unit member receive an assignment that, upon completion, would extend the workday past the contracted day, the Board will provide relief from the duty at the expiration of the aforementioned workday. If no relief is available the Board shall provide an equivalent amount of compensatory leave time. The use and administration of compensatory leave shall be governed by the language of Article 24 – Personal Leave, as applicable. The parties agree that compensatory leave shall be used to cover employee absences before other types of leave, if available for use.
3. Instructional day: The length of the instructional day (teaching and supervision time) for all Urbana teachers shall be no more than three hundred forty-five (345) minutes per day.
4. Planning and Conference Time:
 - a. Each employee shall have a minimum of three hundred (300) minutes per week of planning and conference time. Two hundred twenty (220) minutes of the three hundred (300) minutes minimum shall be set aside on the schedule exclusively for teacher directed planning. Employees shall not leave school grounds without prior approval of the building principal. Student supervision shall not be assigned during this conference and planning time, but professional staff meetings may be scheduled when a portion of this time is after student dismissal.
 - b. The teacher work day at elementary buildings shall be scheduled in order to create a forty (40) minute block of planning and conference time during the elementary work day. The teacher will have one Teacher Based Team Meeting per week. Morning and afternoon duties shall be assigned in as equitable a manner as feasible. The division of those duties shall be established by a joint committee at each building, where applicable by grade level. Parent meetings which require the attendance of teachers may also be scheduled during this forty (40) minute block.
 - c. The three hundred (300) minutes of planning and conference time shall be scheduled in time blocks of at least twenty (20) minutes, except for one block of time per day which may be less than twenty (20) minutes.
 - d. Planning/Conference time and supervision time shall be equitably distributed and allow for individual interests, ability, volunteerism, and different types of supervision and duty.
 - e. Planning/Conference time shall be scheduled for each grading period (currently nine [9] weeks). To the extent possible, schedules created shall give priority to coordinating time for collaborating or cooperating

teachers. Individual buildings may set up this schedule as long as such schedules do not violate the provisions and guidelines contained in this Agreement.

- f. If the schedule for the 2014-2015 school year for the elementary schools, consists of a six-day rotation schedule for physical education, music, and library time of forty (40) minute blocks, an attempt will be made to schedule duties so that a teacher would not have an assigned duty on a day when his/her schedule does not include physical education, music, or library time. This schedule format may be modified for special schedules due to delays, testing, and/or assemblies.

5. Joint Teacher Workday Committee

There shall be created a joint committee specifically tasked with the reconciliation of the scheduling of daily teacher planning time with the operational needs of the elementary schools (K-5). The committee shall be comprised of four (4) members from the administration and four (4) members of the Association. The committee shall confine itself to the language of Article 17 and shall meet on or before October 15, 2014. The committee shall make recommendations to the Board/Designee and Association on this topic no later than April 15, 2015. The UACT President and Superintendent shall meet for purposes of a MOU on the committee's recommendations with the goal of reaching a tentative agreement by May 31, 2015. After May 31, 2015 this committee shall exist on an ad hoc basis and shall reconvene at the request of either party in order to resolve continuing issues arising from this article.

6. Lunchtime:

Teachers shall receive a minimum forty-five (45) minutes uninterrupted duty-free lunch period within the teacher workday.

7. Staff Meetings:

Teachers will reserve one (1) hour per month after the teacher work day for the purpose of conducting faculty meetings. Said faculty meetings shall be scheduled by the building principals and announced no later than September 1 of each school year. In the event of an unforeseen emergency that causes a cancellation, the scheduled staff meeting may be rescheduled to an alternate date with at least three (3) school days' notice. If a staff member has approved leave from his/her administrator during these scheduled times they are excused from that particular meeting. If a staff member is assigned to two buildings he/she will attend alternate meetings at his/her assigned building per month.

Article 18 – Supplemental Teaching Supplies Fund

Each teacher shall be granted \$50 per year, as of September 15 of each year through May 1. The purpose of this fund is to purchase supplemental supplies for the classroom. It is the responsibility of the teacher to indicate that the purchases are to be paid by the \$50 supplemental teaching supplies.

Article 19 – Substitute Teachers

- A. Any time a teacher is required to be out of the classroom the administration shall obtain and assign the necessary supervision and/or substitute teacher. Teachers shall not be required to obtain necessary supervision and/or substitute teacher.
- B. After sixty (60) consecutive days of substituting in one (1) specific teaching position, substitutes shall become members of the bargaining unit.
- C. After sixty (60) consecutive days of teaching in one (1) specific teaching position, a substitute teacher will be paid according to the daily rate of a regular teacher at the substitute's level of training and experience.
- D. After sixty (60) days of teaching in one (1) specific teaching position, a substitute teacher shall be granted sick leave and other Board of Education approved fringe benefits granted to regular teachers only while actually employed and assigned continuously to the specific teaching position. Said substitute teacher shall be expected to perform the same duties assigned to regular teachers beginning with the sixty-first (61st) date of assignment.

Article 20 – Student Teachers

The participation as supervising teachers for a student teacher shall be voluntary.

Article 21 – Mentoring Program

Teachers may, at their sole discretion, volunteer to be mentors. Selection of mentors will be at the discretion of the Superintendent or his/her designee and shall be subject to the following conditions:

- A. Qualifications for Mentors - All mentors will have at least five (5) years of teaching experience unless there are no qualified volunteers available. Mentors will be selected based on Ohio Department of Education criteria and participation in an Ohio Department of Education-approved mentor training program.
- B. Pay - All mentors will be paid at the tutor rate of pay, up to a maximum of fifty (50) hours. Release time is not to be included in the pay calculation. Ohio Resident Educators will receive a \$250 purchase order for the following school year upon completion of the

Ohio Resident Educator Program.

- C. Responsibilities - Each mentor will supervise one (1) Ohio Resident Educator unless special arrangements for pay and release time have been made with the mentor. Upon final development of the Resident Educator Program by the State Board of Education, Educator Standards Board, Ohio Department of Education, and Ohio Board of Regents, all Ohio Resident Educators will be responsible for any additional requirements, per legislation.
- D. Release Time - All mentors shall be provided release time for the observation of the Ohio Resident Educator, a maximum of four (4) class periods/subject blocks (approximately four (4) hours). The Ohio Resident Educator shall be provided release time to observe other teachers (approximately four (4) hours).
- E. No required group meetings will take place after school hours.
- F. The Ohio Resident Educator Committee shall continue to meet and develop recommendations for implementation of the Ohio Resident Educator Program standards. Said recommendations shall be completed by October 1, 2012, and submitted to the Association for ratification and the Board for approval.

Article 22 – Sick Leave

- A. Teachers are allowed sick leave with pay on the basis of their accumulated sick leave. Sick leave is earned at the rate of 1¼ days/month for twelve (12) months for a total fifteen (15) days per year.
- B. Unused portions of sick leave will be accumulated yearly until retirement or the appropriately defined separation from the district.
- C. A report of the accumulated sick leave of each member of the instructional staff will be provided on the employee's pay stub. At any time a staff member may request sick leave information from the treasurer. Such requests will be answered in an expedient fashion.
- D. Uses of Sick Leave – as noted by employee on sick leave form attached hereto as Appendix E
 - 1. Employees may use sick leave for absence due to personal illness, pregnancy, adoption, injury or exposure to contagious diseases.
 - 2. Employees may use sick leave for absence due to the illness, pregnancy or injury of a spouse or minor child.
 - 3. Employees may use sick leave for absence due to illness or injury to parents, adult children, grandchildren, grandparents, mother-in-law, father-in-law, brothers,

sisters, or two (2) additional persons per year who assume a similar relationship to the employee. Employees shall notify the Board of the name of the person who assumes a similar relationship at the time sick leave is requested.

The length of such absence shall be subject to review, and any limitation on such absence subject to approval by the Superintendent.

4. Employees may use sick leave for the death of a relative listed in paragraph in D.2 or D.3 above. The length of this absence shall be subject to review, and any limitation on such absence subject to approval by the Superintendent.
5. Pursuant to O.A.G. 74-022, a pregnant employee may be granted sick leave for any incapacitation due to pregnancy, whether such incapacitation occurs during pregnancy or subsequent to the birth of a child. "Incapacitation" is defined as unable to perform work duties as determined by a qualified physician.

If a pregnant employee elects to take a leave of absence without pay prior to expiration of accumulated sick leave, insurance coverage may remain in effect by the employee making monthly payments in the amount of the total monthly premium or prorated premium for absences of more than five (5) days in a given month. The monthly premium is to be the amount established by the treasurer as of January 1.

If a pregnant employee's incapacitation results in the use of all accumulated sick leave, then insurance coverage would be handled in accordance with Article 23 (Leave of Absence Without Pay).

- E. A teacher who transfers from one school system in Ohio to another shall be credited with the unused balance of his/her accumulated leave. To receive such credit, a new teacher shall present to the treasurer of the Board of Education certification from the school system in Ohio for which he/she has most recently worked, stating the number of days of unused leave credited to him/her at the time of the termination of employment.

At no time shall the transferred accumulation exceed that which would have been earned by an employee of Urbana City Schools.

- F. In the event of the loss of life of an employee, the accumulated sick leave of said employee shall be calculated in the manner prescribed in Article 8 Section B (Severance Pay) and paid to the identified survivors and/or estate of the deceased.

- G. Sick Leave Donation Procedure

All bargaining unit members shall be given an opportunity to participate in the district's sick leave donation program. For any year in which the beginning school year balance of the bank is less than 60 days, all members wishing to participate must fill out an election to participate form on or before September 30. If the beginning balance of the bank

exceeds 60 days, all new employees and employees not participating the previous school year must fill out an election to participate form on or before September 30. Election to participate forms shall be turned into the Treasurer. Once a bargaining unit member elects to participate in the sick leave donation program that participation continues from year to year unless the balance drops below 60 days, in which case the participating member must be given the opportunity to opt out of the program.

An election to participate in the sick leave donation program shall commit the bargaining unit member to contribute one day of his /her sick leave during that year, if any sick leave days are needed, to meet the sick leave donation program requirements as set forth below.

The bank would be in effect for the entire school year and any accumulated days would roll over at the end of the year. When the bank is depleted, a day will be deducted from each participant that has not already given a day during that year. The September 30 deadline will allow this to be done on an as needed basis. In the event that the sick leave balance falls below 60 days during the year in which all participants have donated at least one day during that year, bargaining unit members who are participants in the program and have accumulated more than 100 sick leave days balance, shall be committed to an additional day.

Only those bargaining unit members who elect to participate in the sick leave donation program will be eligible to receive a donation of sick leave days from the program.

1. The bargaining unit member shall submit an application for donation of sick leave days to the district treasurer. The application will include the following information:
 - a. Description of illness/injury
 - b. Physician(s) statement as to the condition and need for additional sick leave
 - c. Projected date of return to duty
 - d. Explanation of previous sick leave usage
 - e. Any other pertinent information
2. All requests for sick leave donations and any dispute concerning the operation of the sick leave donation program will be reviewed and decided by a committee of four persons which shall be composed of the district's treasurer, one other administrator designated by the Superintendent and two bargaining unit members designated by the president of the Association. All decisions of the committee will be final and binding and not subject to grievance. Decisions of the committee would be made by a majority of its members.
3. Sick leave donations will be limited to catastrophic or serious illness or injuries of the bargaining unit member or other relative for which the bargaining unit member would be entitled to take sick-leave. "Catastrophic" is intended to mean a life-threatening illness or injury. "Serious illness or injury" is intended to mean

an illness or injury which is not life-threatening but one which requires in-patient hospitalization in excess of five (5) consecutive days or confinement to bed on doctor's orders for a period of greater than ten (10) consecutive days.

4. Donated sick leave days will only be used after the bargaining unit member has used his/her accumulated sick leave days, personal leave, and all possible advances of sick leave days.
5. Bargaining unit members who receive workers compensation, disability, or other paid leave or by virtue of age and/or years of service qualify for disability retirement or service retirement are not eligible to receive donated sick leave days, unless the bargaining unit member can prove that he/she applied for and was denied disability retirement or service retirement by the State Teachers Retirement System.
6. The maximum number of donated sick leave days per year that any bargaining unit member may use is sixty (60) days for his/her personal illness/injury, or thirty (30) days for the illness/injury of a relative for whom the bargaining unit member is entitled to use sick leave.
7. The committee designated in G.2 above shall also have the right and authority to establish reasonable rules and regulations in order to administer the sick leave donation program provided that such rules and regulations do not modify this agreement.
8. Bargaining unit members using donated sick leave days shall also have such days counted against available FMLA leave as provided in Article 23, part M, and available Board-paid benefits as provided in Article 23, part C.

Article 23 – Leave of Absence Without Pay

- A. In accordance with the provisions of Revised Code, Section 3319.13, the Board of Education shall grant a leave of absence for a period not exceeding two (2) successive school years where illness or other disability is the reason for the request. This provision is not intended to limit other requirements of Section 3319.13 as they affect bargaining unit employees.
- B. If the basis for the leave of absence is the result of a worker's compensation claim in which the Board of Education was the employer and that employee is receiving temporary partial or temporary total worker's compensation payments, the Board shall continue, for the period until the employee returns to the payroll on either sick leave or regular work, to pay the same portion of the hospitalization insurance premiums as provided in existing school board policy, provided, however, that such period does not exceed one (1) year.

- C. The Board of Education shall continue to carry, on payroll records all employees whose sick leave accumulation has expired, or who are on disability leave of absence or an approved leave of absence.

If the absence is due to illness and all of the employee's sick leave accumulation has expired, their days of absence in excess of their accumulated sick leave will be treated as unpaid days.

Board paid hospitalization and major medical insurance provisions will continue for a maximum period of sixty (60) days following the expiration of all accumulated sick leave, unless the employee is on FMLA Leave in which case such coverage will continue for sixty (60) days following the expiration of all accumulated sick leave or until the employee's FMLA Leave is exhausted, whichever occurs later.

- D. While on leave of absence without pay for reasons other than illness or disability or FMLA Leave and after the insurance benefit extension provided for in paragraph C above the employee may participate in the group insurance program offered to regular employees by paying the total cost of the premium to the Board of Education.

Such payment and other terms of insurance coverage shall be governed by the provisions of the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA).

- E. The welfare of teachers may require an extended absence from duty for other than illness or disability. The Board may grant a request for such a leave for one (1) year. Prior to March 1, such leave may be extended an additional year upon written request and approval by the Board of Education.

- F. Seniority status of the employee who has voluntarily requested a leave of absence shall not be interrupted by such leave, but the period of leave shall not count toward accumulated seniority.

- G. For the duration of a leave of absence, an employee's contract status shall be held in abeyance, i.e., an employee who has a five (5) year limited contract and who takes a leave of absence of one (1) year following a third year will return to duty with two (2) years remaining on their limited contract.

- H. Employees who are on an approved leave of absence and planning to return to their duties at the expiration of that leave shall notify the Superintendent of their intent to return to duty by March 30 of the school year for which the leave was granted.

- I. Upon return of an employee from a leave of absence, the Board may non-renew the contract of the person hired exclusively for the purpose of replacing the employee who was on leave.

- J. Employees returning from leave shall resume their duties at the beginning of the school year unless otherwise approved by the Board of Education.

- K. An employee taking a leave of absence cannot be guaranteed return to the same position held prior to the leave of absence.
- L. The Urbana City Board of Education will pay the employer's retirement contribution for an employee for the period the employee is on a voluntarily requested leave of absence as long as the employee makes arrangements with STRS to pay his or her employee contribution at the end of the leave.
- M. Under the Family and Medical Leave Act (FMLA) of 1993, certain employees may be entitled to up to twelve (12) weeks of leave in any twelve month period for any of the four (4) reasons listed below. "Twelve month period" is defined as a rolling twelve months, measured backward from the date the employee last uses any FMLA Leave. FMLA Leave may be used for any of the following reasons:
 - 1. To care for the newborn child within one year of the child's birth.
 - 2. The placement of an adopted child or foster child with the employee and/or to care for the newly placed child within one year of the child's arrival;
 - 3. A serious health condition affecting the employee's spouse, child, or parent, for which the employee is needed to provide care;
 - 4. A serious health condition preventing the employee from performing the functions of his/her job.

In 2008, Congress amended the FMLA to create two new leave entitlements for employees with family members in the U.S. military. Eligibility requirements and health care benefits are the same as for other FMLA leaves.

- 1. **Military-Caregiver Leave:** An employees with a family member (child, spouse, parent, or next of kin) serving on active duty in the armed forces may take up to twenty-six (26) weeks of leave in a single twelve (12) month period to provide care if that family member suffers a serious injury or illness in the line of duty. Leave may be taken continuously, intermittently, or on a reduced schedule. The leave period expires twelve (12) months from the first day leave is taken.
- 2. **Military-Exigency Leave:** An employee whose spouse, child or parent is called to active duty in the National Guard or Reserves in support of a "contingency operation" may take up to twelve (12) weeks of continuous, intermittent, or reduced schedule leave in a twelve (12) month period to handle non-medical "exigencies" relating to such service. The leave counts against the employee's twelve (12) week FMLA entitlement.

Military-exigency leave can be taken to attend send-off or welcome home ceremonies, to provide emergency child-care, to join the service member on rest leaves for up to five (5) days, or for other reasons detailed in Department of Labor regulations.

FMLA Leave must be requested in writing on forms provided by the Board. FMLA Leave will run concurrent with sick leave, personal leave or any other paid leave available to the employee. Time spent on such paid leave for any FMLA condition listed on the FMLA form shall be counted against the maximum FMLA Leave.

During FMLA Leave, the board shall continue to pay the contribution toward the monthly premium it makes for a professional staff member on the active payroll. The employee shall pay the remaining portion of the monthly premium (if any), the first day of the month in advance.

Upon expiration of FMLA Leave, if the employee remains on unpaid leave, he/she may continue to participate in the Board's group insurance plan by making payments in accordance with COBRA regulations. To continue to be enrolled in the life insurance program, the employee must pay the entire premium each month.

The employer may require an employee that is on FMLA Leave due to his/her own serious medical condition to furnish certification from the employee's health care provider that the employee is able to resume work. Upon request by the administration, and at the Board's expense, an employee shall be required to obtain a second opinion from a physician selected by the Board. If the second opinion conflicts with the first, the employee and the employer shall select a third doctor, at Board expense, whose opinion is final and binding.

Upon return to service, the employee shall resume the same contract status which he/she held prior to the leave.

The Board shall adopt forms and written procedures consistent with this Agreement which may be necessary to fulfill its obligations under the FMLA and shall provide these to employees and others upon request.

Article 24 – Personal Leave

- A. All full-time certificated personnel will be granted four (4) days of personal leave each academic year. Half-time certificated personnel will be granted four (4) half-days of personal leave during a given academic year. Personal leave is to be used in a minimum of half (½) day increments, except as noted in Section F (4) of this article.
- B. Additional leave up to ten (10) days may be authorized upon the recommendation of the building principal or immediate supervisor with approval of the Superintendent/designee.
- C. Approved personal leave days taken beyond the four (4) granted days in any school year by this provision shall be deducted from the unused balance of accumulated sick leave.
- D. Application in writing for the use of personal leave, except in the case of emergency, shall be made through the building principal to the central office at least forty-eight (48) hours prior to such leave. Application shall be made in duplicate upon the appropriate

form. One (1) copy will be returned to the applicant indicating the approval of the personal leave request prior to the day requested or within five (5) working days upon return from emergency leave. Emergency leave request will be handled in the same manner except that the request shall be submitted the first day of the employee's return to the job following the absence for emergency reasons.

- E. Action upon request for personal leave shall be taken by the Superintendent or his/her designee through the appropriate principal's office.
- F. Personal leave shall be considered appropriate in the following categories:
 - 1. emergencies that cannot be given attention to at any other work time
 - 2. personal business or obligations that cannot be handled at other than scheduled work time
 - 3. activities, functions or obligations which are personally important and/or necessary to the staff member.
 - 4. Employees may elect to use personal leave in $\frac{1}{4}$ day increments, up to a maximum of one (1) day, to attend funerals of individuals not identified in Article 22, Sections D.2. and D.3.
- G. Activities for which personal leave is not appropriate and therefore may not be represented on the requested days' activities:
 - 1. application or interview associated with securing employment elsewhere
 - 2. vacations, travel time to extend a school break or other recreational pursuits
 - 3. to accompany spouse on a business trip or earned vacation
 - 4. purchase of an automobile or other chattels unless circumstances exist that prohibit that transaction taking place outside school hours
 - 5. responsibilities related to a job not associated with the school district
 - 6. any function which may result in personal financial gain for the employee at the sacrifice of the employee's school responsibilities.
- H. Any staff member chosen by an association affiliated with the Urbana City School District to serve at an athletic event serving K-12 students and paid for such service, may use personal leave for such time, as long as he/she reimburses the District, either for the total cost of the substitute, or any pay earned during school hours, whichever is less, and provides acceptable documentation of compensation.

- I. In buildings with staff numbering 1-24 no more than three (3) staff members will be granted personal leave on any one day. In buildings with staff numbering 25-40 no more than four (4) staff members will be granted personal leave on any one day. In buildings with staff numbering 41 + no more than five (5) staff members will be granted personal leave on any one day. Building principal will notify staff if the maximum number of staff out has been reached.
- J. Personal leave shall not be granted during the first five (5) student days or last five (5) student days of the school year or the day before or after a vacation period or holiday, or on a parent teacher conference day unless circumstances occur which would require it to be necessary and if approved by the Superintendent/designee.
- K. All unused personal leave will be converted into accumulated sick leave as of June 30 of each academic year.

Article 25 – Sabbatical Leave

In accordance with all the provisions of O.R.C. 3319.131, the Urbana City School Board of Education may grant professional improvement leave to members of the current professional staff.

With the permission of the Board of Education and the Superintendent of Schools, a public school teacher who has completed five (5) years of service with the Urbana City School system may be entitled to take a leave of absence, for one (1) or two (2) semesters subject to the following restrictions:

The teacher shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission and, at the conclusion of the leave, provide evidence that the plan was followed. The teacher may be required to return to the district at the end of the leave for a period of at least two (2) years (unless the teacher has completed twenty-five (25) years of teaching in this state).

The Board of Education may not grant such a leave unless a satisfactory substitute is available, nor grant such leaves to more than five percent (5%) of the professional staff at any time, nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave to any teacher more often than once for each five (5) years of service, nor grant a second time to the same individual when other members of the staff have filed a request for such leave.

The teacher requesting the sabbatical shall have his/her pay established before the sabbatical leave begins, according to the following process. Once a substitute teacher has been assigned, the Treasurer shall calculate an estimate of the maximum total pay for the assigned substitute teacher. This calculated amount shall be subtracted from the affected pay of the teacher on sabbatical leave. The teacher's established pay shall be divided equally among the pay periods

following Board approval. The final pay of the leave for the teacher on sabbatical shall be adjusted for any differences resulting from the actual substitute pay. The teacher on sabbatical leave shall be provided the reasons with supporting documentation as to any differences in the final pay.

For the first sixty (60) workdays of the sabbatical following the last day of board provided health insurance, the teacher may remain under the District's insurance benefits if he/she pays to the Board an amount equal to half of the premiums as prescribed by a payment schedule established before the sabbatical leave begins. Thereafter, the teacher may remain under the District's insurance benefits if he/she pays the entire amount of the premiums as per the established payment schedule.

Article 26 – Assault Leave

- A. Members of the bargaining unit may receive paid leave of absence which results from physical and/or verbal assault while engaged in the performance of their duties as employees of the Urbana City School District. The number of days of assault leave available to a member of the bargaining unit is initially limited to thirty (30).
- B. Such leave shall not be charged to sick leave or any other leave and shall be subject to the provisions of O.R.C. 3319.141.
- C. A request for assault leave describing the incident that resulted in the request shall be filed by the employee with the Board of Education as soon as possible following the incident.
- D. As per O.R.C. 3319.141, a signed physician's statement stating the nature of the disability and its probable duration may be required.
- E. In the event of a potential long-term absence beyond the allotted thirty (30) days, the employee may request, in writing to the Superintendent, an extension of the assault leave for an additional thirty (30) days. In that event, the Board of Education may require a physician's statement supporting the requested extension and certifying the medical need. In the case of extended absence, the Board of Education may require an examination by a physician of its choice at Board of Education expense. If the Board's physician's opinion conflicts with the teacher's physician's opinion, the teacher and the Board shall select a third physician, whose opinion shall be final and binding. The cost of the third physician shall be shared equally by the teacher and the Board.
- F. The teacher shall receive all his/her regular benefits during the period of the leave and shall have the right to return to the same position(s) he/she occupied prior to the leave.
- G. The employee on assault leave shall cooperate fully with the District administration and law enforcement concerning the assault that gave rise to the assault leave, including but not limited to filing necessary statements, affidavits and testifying in support of any

criminal charges that may arise out of the assault.

Article 27 – Court Leave

- A. Bargaining unit members shall be granted leave with pay for jury duty or subpoenaed court appearance. The employee shall return to the worksite if the duty/appearance concludes prior to 11:30 a.m. However, no employee shall be denied his/her duty-free lunch as a result of returning to work following jury duty or a court appearance.
- B. Bargaining unit members are required to submit to the Treasurer verification of performance of such duty and any payment received. Bargaining unit members shall remit to the Board any compensation received for jury duty or subpoenaed court appearance within fourteen (14) calendar days of receipt.
- C. Bargaining unit members called for jury duty or subpoenaed for court appearance shall notify their immediate supervisor and/or building principal as soon as possible following receipt of such notice.

Article 28 – Professional Development

- A. District Leadership Team

The District Leadership Team (DLT) shall include nine (9) bargaining unit members (approved by the UACT President) including a Title I reading or math specialist with at least one representative from each building. Appointments shall be forwarded to the UACT president no later than thirty (30) days prior to the DLT's first scheduled meeting for approval. No more than nine (9) administrators shall serve on the DLT. Bargaining unit members shall serve a three (3) year term with at least three (3) members replaced each year.

- B. Building Leadership Team

- 1. Each building shall have a Building Leadership Team (BLT) which shall consist of bargaining unit members (approved by the UACT President), and administration. A list of BLT members shall be provided to the UACT President by October 1 of each year. The majority of this committee must be members of the UACT bargaining unit.
- 2. By October 1 of each year, the administration shall share with each BLT the projected building budget and resources available to the building for the school year. Each individual Building Leadership Team shall devise a yearly building improvement plan for professional development. This plan shall provide guidelines for the distribution of all available resources as long as this plan is consistent with the goals and objectives of the individual building as well as those

of the district, it shall be approved by the Superintendent.

C. Teacher Based Team

1. Teacher Based Teams (TBTs) shall continue to function, as prescribed by the Ohio Improvement Process (OIP) and shall be comprised of educators who teach the same grade or the same content area and/or may be vertical across grade levels or across disciplines (as determined by the Building Leadership Team) to provide continuity of focus in instruction, curriculum and assessment.
2. These collaborative teacher teams are charged with assessing student learning using assessment data, organizing and presenting data in ways that identify gaps and trends in student performance, making intentional decisions about teaching and learning and monitoring student progress in meeting performance targets using building, course and classroom data.
3. TBT members shall be provided with an uninterrupted block of time within the teacher workday for conducting meetings.

D. Professional Development Committee

The district-wide professional development committee shall consist of twelve (12) members, of who six (6) are appointed by UACT, and six (6) are appointed by the Superintendent. The committee members shall select a chairperson or co-chairs. This group will plan and coordinate district-wide professional development activities based on the buildings' improvement plans and the district's improvement plans. All plans and activities are subject to the Superintendent's final approval.

E. Professional Leave Requests

1. Employees of the Urbana City School District may be granted professional leave with reimbursement for approved expenses upon approval of the Superintendent. Professional leave shall be requested in the following manner:
 - a. As a part of an individual building professional plan which is:
 - 1) tied to Building Improvement Plan, and
 - 2) established in consultation with teaching staff
 - b. Upon an individual teacher request
 - c. Upon the recommendation of the building administrator or Superintendent.
2. Requests for leave shall be submitted on proper forms at least two (2) weeks prior to the date of leave. If disapproved, reason for disapproval will be given to the

employee.

3. The request for leave shall include an estimate of expenses and brief outline of the objectives of this particular professional participation. If approval of expenses is for less than the estimate, the employee shall be so notified on a copy of the application returned to him/her.
4. Visitations of teachers to other schools or programs may be a part of the professional leave program.
5. When possible a purchase order will be issued directly to the sponsoring professional organization to cover the initial costs of the registration fee. When the employee is unable to attend the scheduled professional meeting where there has been an advanced registration paid, the employee agrees to reimburse the Board of Education the necessary cancellation fee charged by the sponsoring organization unless, in the opinion of the Superintendent, the reason for the cancellation was unavoidable under the circumstances. Any other payment for amount of expenses approved at the time of application will be made within fifteen (15) working days of submission of a professional leave expense report along with the necessary accompanying receipts, receipt of attendance, and the required summation report.
6. A short written statement indicating the extent to which stated objectives of the professional participation were met shall be included on the space provided on, or attached to, the professional leave expense report.
 - a. This statement, along with expense report and receipts, must be filed with the treasurer within forty-five (45) calendar days of the date the professional meeting was attended.
 - b. The participant may be expected to make a short presentation to other staff members regarding information gained while on professional leave.

Article 29 – Association Leave

- A. Certificated staff will be permitted to attend the annual Central Inservice Day meetings and/or workshops by completing a professional leave request form.
- B. Association Leave shall be used for Association-related meetings or obligations that occur during the school day. Written notice of the use of Association Leave shall be given to the Superintendent at least two (2) weeks in advance, if possible, by completing a professional leave request form. Said notice, stating the date(s) of the leave, shall be transmitted to the Superintendent through the affected building principal(s). Absence due to attendance at negotiation sessions are excepted from this leave. The maximum number of Association Leave days available in any school year are twenty-eight (28).

- C. Other special circumstances may make it necessary for staff to apply for additional Association Leave days with Superintendent approval.
- D. Other than the substitute required, the Urbana Board of Education will not be responsible for any cost, other than the daily rate of staff members, who participate in any of the above.
- E. The Association president will be given a period each week (maximum one [1] hour) to conduct Association business and/or consult with the Superintendent if coverage is available.
- F. The number of staff approved for association leave on any one day shall be limited to seven (7) total members.

Article 30 – Length of Contract

- A. The issuance of limited and continuing contracts by the Board shall be in accordance with provisions of the Ohio Revised Code except as those provisions are modified by the terms of this article.
- B. In the issuance of limited contracts, the Board of Education will follow the sequence below:
 - 1. Teachers new to the district shall receive a one (1) year limited contract.
 - 2. Teachers whose contracts are renewed after one (1) year of service in the district shall receive a one (1) year limited contract.
 - 3. Teachers whose contracts are renewed after two (2) or three (3) years of service in the district shall receive a two (2) year contract.
 - 4. Teachers whose contracts are renewed after four (4) or five (5) years of service in the district shall receive a three (3) year contract.
 - 5. Teachers whose contracts are renewed after six (6) years of service in the district shall receive a five (5) year contract.
- C. In lieu of awarding a multi-year contract, the Board may, at their discretion, award a one (1) year limited contract due to questionable performance to permit further evaluation. At the conclusion of this contract, the Board of Education shall award the appropriate multi-year contract or non-renew the teacher.
- D. Teachers shall become eligible to apply for continuing contracts in accordance with O.R.C. 3319.11 and 3319.08.

- E. A teacher's limited contract will not be interrupted to award the continuing contract except under the following conditions:
1. Any teacher who has met the requirements for a continuing contract since the previous April 1 must notify the Superintendent in writing by October 1 that they request to be evaluated for a continuing contract. In cases where that request is filed, the Board's options for contract action prior to April 30 of that school year are:
 - a. grant a continuing contract
 - b. non-renew the contract
 - c. grant a one (1) year or two (2) year extended limited contract with reasons directed at the teacher's professional improvement
 - d. take no action allowing the teacher to have the remainder of the existing contract
 2. Teachers who meet the requirements for a continuing contract after April must wait until the following school year to be evaluated for a continuing contract.
- F. In addition to compliance with the district's evaluation procedure, the Superintendent and the teacher's evaluator shall meet with any teacher whose contract renewal or normal contract sequence is questionable as of February 15. This conference shall not be regarded for any purpose as part of the district's evaluation procedure, including the evaluation requirements specified in the Ohio Revised Code.

This conference shall be held on or before March 1.

Failure to have this conference shall not preclude non-renewal or issuance of a one (1) year limited contract instead of the contract sequence due to circumstances which were not known by the Board prior to March 1.

Article 31 – Assignment and Transfer

- A. The Superintendent of Schools has the statutory authority to direct and assign other employees of the school under his/her supervision and O.R.C. 3319.01 accordingly, reserves the right to make such changes.
- B. Although the Board of Education recognizes that frequent transfer of teachers from one school to another sometimes interferes with the educational process, they also recognize that some transfers for administrative purposes and to ensure a fair distribution of qualified and experienced teachers throughout the system will be necessary

- C. To the extent possible, changes in grade, building and subject assignment will be voluntary. Involuntary transfers due to enrollment needs will be based on least seniority in the district. No teacher will be transferred involuntarily two (2) years in a row.
- D. When the transfer of an employee is deemed necessary, the employee shall be given an interview to discuss the proposed transfer. The employee shall be notified, two (2) weeks prior, in writing, of that transfer.

Any transfers/reassignment of bargaining unit members arising from the provisions of the Elementary and Secondary Education Act (as amended in 2002 and thereafter), hereinafter identified as 'ESEA' including, but not limited to, Adequate Yearly Progress (hereinafter identified as 'AYP'), shall cause negotiations with UACT as to the effects of the District's compliance with the ESEA and related statutory provisions. These negotiations shall be governed by the applicable provisions in Article 1 herein and RC 4117 and it is the parties' express intent that this section be identified as the in-term bargaining procedure to be utilized with respect to the applicable provisions of the ESEA.

- E. After one (1) academic year of service in the transferred position, the transferred teacher has the first right to any job openings for which he/she is deemed appropriate by the Superintendent. Transferred teachers will qualify for this right first by date of transfer and then by years of service to the district.
- F. On the April 1 intent form, teachers interested in a transfer for the next school year shall notify the Superintendent of those positions for which he/she is interested. Teachers may request an early interview for potential vacancies. Such interviews may occur from May 1 through the end of the school year.
- G. Assignments for the school year shall be assigned no later than June 30. The assignment will be specific, including Building Assignment, Grade Level, Subject Area, and Specific Course(s) (when applicable). It is understood that this provision may be adversely affected by circumstances out of the Board's control.
- H. The pupil/teacher ratio shall meet or exceed the state minimum standards. There shall be no less than forty (40) classroom teachers per 1000 Basis ADM and no less than five (5) Education Service Personnel (ESP) teachers per 1000 students. For purpose of this section, classroom teacher and ESP shall be defined as per O.R.C. 3317.023.
- I. The Board of Education and the Association agree that class size is a factor in the quality of educational service. The Board and Association therefore agree that:
 - 1. Assignment of pupils and teachers to buildings and classrooms is the responsibility of the Superintendent. In making such decisions, the Superintendent shall give consideration to the overall needs of the district, including facility limitations, financial considerations, transportation requirements, and educational or curricular considerations.

2. Except in unusual or emergency situations, the number of pupils in the class shall be kept within the capacity of the available classroom.
 3. Teachers are encouraged to report special problems, considerations, situations or ideas to the administration in writing as early as possible. Consideration of such reports shall be given priority treatment by the administration. Teachers will receive a written response from the administration.
- J. When changes are needed within the system in the building, department, subject or grade level, the Board of Education agrees to release teachers who resign (after July 10 and prior to August 7) due to dissatisfaction with the assignment change.
- K. Any change in assignment made after August 7 shall only be made with the consent of the teacher except where the district's economic condition, enrollment or class size needs, a dangerous situation(s) or other emergency situation(s) exist which necessitate an immediate administrative transfer.
1. In the event of such an administrative transfer after August 7, the administration will provide the affected teacher with a written explanation of the reason(s) for the transfer. The affected teacher shall also have the right of five (5) days of release time (or pro-rated amounts for less than a full change of the teacher's duties) to be taken during the initial year of the teacher's new assignment. Additional days may be approved if the principal's and teacher's judgment such time is needed to enable the teacher to effectively perform the duties of his/her new assignment.
 2. The affected teacher shall also be allocated \$200 (or pro-rated amount for less than a full change of the teacher's duties) to obtain materials needed to perform the duties of his/her new assignment. The affected teacher must complete a purchase order.
 3. Administrative transfer shall mean only those changes which require the use of a different course of study to perform the duties of the new assignment. Such transfers do not include section load changes which do not require the use of a different course of study.
- L. Class Composition
1. In the shared interest of providing a classroom atmosphere where students of all levels can participate freely in the learning process, classes in the elementary school(s) shall be comprised as evenly as possible.
 2. Prior to assigning students to teachers, the Board and the UACT (or designees of each) shall meet to form classes that comprise a beneficial cross-section of all students. The UACT designees on this joint committee stipulate that the work

performed under this article is voluntary and shall be done without compensation.

3. Once classes are formed and assigned to teachers, parent requests for specific teachers may still be honored by the committee by comparable student swap.

Article 32 – Posting and Filling Vacancies

Provisions in this Article apply to all positions covered by this Agreement unless specifically excluded.

A. Posting of Vacancies:

1. A vacancy is defined as any position the Board determines will be filled. Posting of such vacancy shall be made the day after the Board decides such position will be filled.
2. During the school year, all vacant positions will be posted for a period of ten (10) calendar days.
3. During the summer months, those employees who have expressed interest in a teaching vacancy on the April 1 intent form shall be mailed a post card indicating the vacancy and the posting date. The post card shall be mailed on or before the posting date. The employee must notify the Central Office of an interest in writing within ten (10) calendar days of the posting date. During the summer months, notice of all supplementals that come open shall be communicated to all bargaining unit members as a courtesy via the District's automatic call system (if one is currently in use) and district E-mail, and shall be posted on the District's web site.
4. During the time period of fourteen (14) calendar days before school begins, all vacancies will be posted in each building as soon as possible after a vacancy occurs. During this fourteen (14) calendar day period, no notification will be sent by mail to the building representatives.
5. All postings will be displayed in central office and posted in each building by the administrator/designee and will contain the following information:
 - a. Job title
 - b. Job description with job qualifications listed
 - c. Opening and Closing dates for the posting
 - d. The name of the administrator responsible for the position and the person to whom an applicant must apply.
6. Postings sent or mailed to designated UACT representatives will not contain a job description unless changes were made to the description since the last time the

position was posted. However, a job description will be made available to any employee upon request.

7. Copies of all postings will be sent to the Association president, Association building representatives, and the Association secretary. The Association will provide a list of these Association officers to the Central Office by September 15 of each year.

B. Interviews

1. All interviews are the responsibility of the administrator designated on the posting. These interviews will follow a pre-determined structure and will address professional goals as well as the skills needed for the position. All interviewers will receive annual training in interview techniques.
2. All currently employed certificated applicants for a position shall receive written acknowledgment of his/her application or written notice of intent.
3. All currently employed certificated staff that have applied for the position and meet the qualifications listed on the posting will be interviewed within thirty (30) calendar days after the closing date of the posting unless interviewed per employee's request, prior to the end of the previous school year.
4. The interview process for certificated employees in a current position may be waived by mutual consent in writing, if the Board intends to hire the applicant for that position.

C. Selection

1. Certificated employees who are holders of supplemental contracts will be notified of the Board's intent not to rehire them in their position by the following deadlines:
 - a. Fall sports - notice by January 30 - posted by April 30
 - b. Winter sports - notice by April 30 - posted by June 30
 - c. Spring sports - notice by June 30 - posted by September 30
 - d. All other supplementals - notice by April 30 - posted by June 30

Failure to meet the above deadlines shall not preclude the Board from notifying the holder of a supplemental contract of the Board's intent not to rehire them due to circumstances which were not known by the Board prior to the notice deadline.

2. A current certificated employee will be selected for the position if he/she meets the job qualifications listed on the posting as determined by the application form or letter, the structured interview, and favorable past evaluations (if applicable to the position posted). The Board of Education will adopt a written evaluation

instrument to be used for all positions in the district on a system-wide basis.

3. Supplemental positions shall be filled according to the following guidelines and be subject to the provisions of the Ohio Revised Code regarding the requirements for such position:
 - a. The Board shall offer the position to certificated, qualified employees in the district.
 - b. If no one accepts the position, the Board may offer the position to certificated qualified people outside the district.
 - c. If no one still accepts the position, the Board may fill that position with any qualified person.
4. If a non-certificated/non-licensed individual has at least three (3) or more consecutive years of experience in a particular supplemental position, the Board may renew the contract of a non-certificated/non-licensed individual currently employed by the Board under the same supplemental contract for an additional year, without first offering the position held by that individual to employees of the district who are certificated/licensed individuals or advertising the position as available to any qualified certificated/licensed individuals who are not currently employed by the Board.

D. Implementation

All supplemental contracts will meet the full provisions of this Article.

Article 33 – Reduction in Force

A reasonable reduction of instructional staff may be made by, suspending teacher contracts as a result of a decreased enrollment of pupils, return to duty of regular teachers after leave of absence, or by reasons of suspension of schools, or territorial changes affecting the district or for financial reasons.

- A. The procedures to be applied for a Reduction in Force are as follows:
 1. Implementation of a RIF program shall take effect at the beginning of the next school year for all staff.
 2. On or before March 12, preceding the date of implementation, the UACT Board of Directors shall be notified of the Board of Education’s intent to implement a RIF program. The Association has the right to address the Board of Education on the proposed RIF program before the staff is notified.
 3. By April 1 the Superintendent shall hold a meeting with staff to review appropriate data indicating the need for the RIF program.

B. Procedures for determining the orderly processes of implementing a RIF program:

1. A formalized list shall be prepared indicating positions to be abolished. This statement shall be prepared prior to the implementation of the RIF and prior to contract deadlines as prescribed by law for staff and during the calendar year in which implementation is to occur. All staff will receive a copy of said list.
2. By April 15 all teachers affected by the RIF will be notified by the receipt method or by certified mail.
3. A seniority list(s) shall be prepared of all teachers according to continuous service in the district within all area of certification. A copy of this list shall be sent to the Association president on or before November 1.

C. Reduction in Staff

1. Any reduction in staff shall first be covered through normal attrition. The continuity and quality of program will be the primary consideration in reduction of positions rather than abolition of random courses or positions.
2. Any additional positions to be abolished within each teaching field affected shall give preference to teachers on continuing contracts but shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

All teacher evaluations shall be considered equivalent and comparable until such time as the parties have adopted and ratified a new evaluation system effective with the 2013-2014 school year.

Any time two or more teachers in a teaching field have comparable evaluations, determinations regarding which contract(s) to suspend shall be made according to the following criteria:

- a. Seniority - any system-wide staff member whose position has been eliminated shall be given the opportunity to displace another staff member if they have:
 - 1) more system seniority
 - 2) proper certification
 - 3) the ability to perform the tasks related to the position
- b. System-wide seniority is defined as:
 - 1) unbroken or continuous service in the Urbana City Schools
 - 2) Leaves of absence and sabbatical leaves do not constitute a break

in service to the district. A staff member's years of seniority are frozen at the beginning of either of the above, and upon return to active service commence from the last day's contractual service.

- 3) One-half year or more service counts as a full year in the Urbana System.
 - c. If ties occur in seniority regarding years of service, the teacher with the earliest date of Board action (Board minutes) to employ will be considered most senior. If ties remain, the decision will be made by the order in which the names appear on the official minutes (first listed, most seniority).
 - d. Part-time staff that are fully contracted by the Board and teach half or more time shall have their seniority counted as full for each continuous year of service. Staff fully contracted but teaching less than half-time shall have their seniority counted as one year for each two (2) continuous years of service.
 - e. Staff who are contracted by the Urbana City Schools and teaching under a state or federal special program shall be included in the seniority list and have full service counted.
 - f. Administrators and supervisors shall not be involved in any staff seniority list but will not necessarily be excluded from any RIF program.
 - g. When a staff member moves into another position through displacement, the teachers will only have the hours and position vacated.
3. Teachers whose contracts are suspended shall be placed on a recall list stating years of continuous service to the district and certificated areas.
 - a. A teacher on the recall list shall be offered a contract for a position for which he/she is certificated (or can become certificated), as set forth on said recall list, as positions become available and in keeping with the seniority provisions of the RIF policy (inverse order — last discharged, first employed). Notification shall be made by the receipt method or by certified mail. It is the responsibility of the involved teacher to advise the Board of the address where he/she can be reached.
 - b. A teacher who is offered a contract under the provisions of this policy must respond within ten (10) days of the receipt of said offer. If an individual does not accept a contract or fails to respond or decides not to accept the offer in the time stated, the individual will be presumed to be not interested. If the offer of a contract is refused, the individual will be removed from the recall list.

- c. If a position(s) initially abolished is reinstated or if a new position(s) is established, this position(s) will be offered first to teacher(s) who are properly certificated and whose name(s) appear on the recall list. Transfer may be made by the Superintendent to a position affected by the RIF program before the position(s) is offered to all properly certificated teachers on said recall list.
- d. No teacher new to the district will be employed until properly certificated teachers on the recall list have been offered a contract for the position in accordance with the provisions of this policy.
- e. Upon re-employment, all rights related to salary, fringe benefits and seniority shall be fully restored.
- f. Teachers not employed as a result of the RIF program will be given preferential consideration as substitute teachers.
- g. Any teacher whose contract has been suspended shall have the right to reinstatement as full-time staff and to pay the total premium for group life, hospitalization and other group benefits for a period not to exceed two (2) academic years from the implementation of the RIF program except where federal law provides for employee paid health insurance for a longer period of time.
- h. Teachers on the recall list may take further training and become certified in additional subject areas. Becoming additionally certified will not change the teacher's position on the recall seniority list nor qualify them to displace an active staff member.
- i. Administrative and supervisory personnel are excluded from the provisions of this Article although not necessarily exempt from reduction in force needs as determined by the Board.
- j. Teachers on the recall list may retire during that time and be eligible for the severance pay benefit upon completion of retirement forms and approval.

Article 34 – Separation

A. Resignation

A teacher may submit a written resignation at any time before July 10. Such resignation shall be accepted by the Board of Education. A resignation after July 10 must be approved by the Superintendent and accepted by the Board of Education before it becomes effective.

A resignation may be withdrawn by the person submitting it at any time prior to the time the Board of Education has taken action on it.

B. Non-Renewal of Contract

In the event a bargaining unit member's contract is non-renewed by the Board of Education, the Board will continue to carry the teacher on the payroll records through the remainder of the regular pay periods and provide the same insurance benefits for all of the remaining pay periods.

Lump sum pay settlement for a non-renewed teacher can only occur if requested by the teacher. A lump sum settlement ends all Board responsibility for the Board paid hospitalization, major medical and life insurance benefits effective with the date of payment.

Article 35 – Non-Discrimination Provision

There will be no discrimination for exercise of employment rights or in the application of this contract because of the race, color, creed, national origin, age, sex, religion, ancestry, marital status, handicap or personal life of an employee.

There will also be no discrimination against an employee for employment with respect to hiring, compensation, terms, conditions, or privileges of employment based on genetic information.

In keeping with the above rights, all provisions of the contract shall be uniformly applied.

Article 36 – Personnel Files

- A. The Board of Education shall maintain the official personnel file for each member of the bargaining unit in the District Administrative Offices. No other permanent file shall be maintained.
- B. Any examination of an employee's file shall be governed by the current Ohio Public Records (O.R.C. 149.43) and Ohio Privacy (O.R.C. 1347.01) Act. A log will be maintained on the inside cover of each personnel file to record the date and identity of each person who examines a teacher's file or any item in it (other than the building principals, the Superintendent, Treasurer, Assistant Superintendent, and Secretary to the Superintendent).
- C. Materials placed in a bargaining unit member's personnel file shall be only those permitted by law and those pertaining to his or her job assignment. Materials shall be accurate, timely and complete. With approval of the Board of Education, material dated two (2) years or more shall be removed at the request of the employee. Any material

which is more than seven (7) years old will be removed by employee request, except for evaluations, contracts, salary notices, transcripts and certificates, and disciplinary letters penned by the Superintendent that result in suspension.

- D. All items placed in the file shall be dated and signed or identified as to source. This provision shall not apply to routine administrative items such as contracts, salary notices, transcripts or certificate copies.

Before items are placed in an employee's personnel file, the employee will be given the opportunity to view, initial, and date the item. The employee's initials or signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected. If an employee refuses to initial an item, the supervisor and a witness will document the time and date of the refusal before the material will be placed in the personnel file. This provision shall not apply to routine administrative items such as contracts, salary notices, or transcripts. Staff will be notified by E-mail when certificates arrive at the Board of Education Office.

- E. Each bargaining unit member has the right to schedule a time in advance in order to examine his/her file during regular office hours provided such examination does not interfere with his/her assigned duties.
- F. Neither the file, or any of its contents, shall be removed by the teacher from the office where it is held.
- G. A copy of any evaluation, formal complaint or criticism which will be placed in this personnel file shall be given to the unit member prior to or at the time of such placement. Only evaluations, formal complaints or criticisms which have properly followed the current contract can be placed in this personnel file.
- H. Bargaining unit members have the right to attach written comments to any item in the file.
- I. The administration reserves the right to attach written comments to any unit member initiated items that are introduced into the files.
- J. No information shall be placed in a unit member's personnel file which comes from an anonymous source nor shall such information be made a matter of record.
- K. Any unit member who disputes the accuracy, relevancy, completeness or timeliness of the material contained in his/her personnel file may request an administrative investigation (O.R.C. 1347.09) concerning the validity of the claim. Any information which is found by the Administration to be inaccurate or irrelevant, incomplete or untimely, due to this investigation, shall be removed from the unit member's file. The accuracy, relevancy, completeness or timeliness shall be subject to determination by the Superintendent.

Article 37 – Outside Complaints

A complaint is restricted in meaning to any criticism of a school employee or criticism of his/her practice that includes or implies a demand for action by any school authority.

A. Informal Procedure

Complaints against certified staff shall be handled as follows:

1. Any complaint concerning any member(s) of the certified staff received by a school board member shall be referred to the Superintendent.
2. If a complaint is received by the Superintendent or principal, he/she shall inform the individual staff member(s) in writing of the complaint and the name of the complaining party.
3. If the Superintendent informed the building principal rather than the staff member(s), the building principal will inform the staff member(s) of the complainant and the complaint directed toward him/her and offer him/her an opportunity to settle the complaint.
4. No material shall be placed in the personnel file as a result of this informal procedure.

B. Formal Procedure

Assuming that the complaint cannot be settled informally and the proper complaint forms have been filled out, the following formal procedure shall apply:

1. At the request of the complainant, staff member(s) or principal, a meeting of the staff member(s), principal and complainant will be arranged at a mutually convenient time to discuss the complaint. All parties must be present, and all parties may be accompanied by an observer.
2. Any party involved in the meeting who is not satisfied with the result may request in writing within five (5) days a meeting with the Superintendent. The staff member(s), UACT representative, complainant and principal must be invited to this meeting.
3. If the complaint is not resolved, any party involved may request, within thirty (30) days, a hearing with the Board of Education with all parties concerned present. The hearing will be held in executive session and all parties may have representation.
4. A staff member(s) will be notified of any material which is placed in his/her

personnel file upon resolution of any complaint.

5. The staff member(s) shall be entitled to a written rebuttal or documentation to be placed in the file to accompany the complaint.
6. If the complaint is rescinded or no action is taken by the complainant, no written copy of the complaint will be kept on file.

Article 38 – Management Rights

The Urbana City Board of Education retains all rights, powers and responsibilities as prescribed in law except as specified or altered by this negotiation agreement.

Article 39 – Bargaining Unit Member Association Rights

- A. The provision of this agreement shall be applied uniformly to all teaching employees without regard to race, color, age, disability, religious creed, gender, sexual orientation, national origin, or union activity.
- B. No employee shall be subject to discipline without just cause answering the following questions:
 1. Did management investigate before administering the discipline?
 2. Was the investigation fair and objective?
 3. Did the investigation produce substantial evidence or proof of guilt?
 4. Were the rule, orders, and penalties applied evenhandedly and without discrimination to all employees?
 5. Was the penalty reasonably related to the seriousness of the offense and the past record?

Article 40 – Labor Management Committee

- A. Purpose

The task of the LMC will be to review, discuss and attempt to cooperatively resolve non-contractual, building and district issues that affect the working conditions of certificated staff.

B. Authority

The LMC shall not have the authority to negotiate wages, hours, benefits, or other terms and conditions of employment.

C. Composition

In addition to the UACT President and Superintendent, each party shall be represented by six (6) representatives.

D. LMC Operations

The LMC will meet once each month from September through May. The time and location of the September meeting will be established by the Superintendent of Schools and the UACT President prior to the beginning of school. Subsequent meeting time(s) and location(s) will be established at this first meeting by mutual agreement.

The LMC shall, during its first meeting of the school year, elect one UACT representative and one administrator to serve as Co-Chairs of the LMC. The Co-Chairs shall jointly prepare agenda, conduct the meetings, and distribute written minutes to LMC members. Advance notice shall be made at least three (3) school days before a scheduled meeting with a tentative agenda for the meeting attached to the notice. When noted in the minutes that additional follow-up information or data is required, said follow-up shall be completed within ten (10) calendar days with outcomes transmitted in writing to all members of the LMC.

E. Additional Assignments

1. The LMC shall have input in the scheduling of any make-up days and the establishment of the school calendar.

2. At such point in time that there is a recommended change in the starting or ending times for the Urbana City Schools, the Superintendent will discuss and provide the rationale for such a recommended change with the LMC.

F. Training

Should the committee experience turnover of fifty percent (50%) or more of its members within any two-year period, the committee shall engage in Labor Management Partnership Building training provided through the Federal Mediation and Conciliation Services (FMCS). Said training shall be provided for the entire membership of the committee during the contractual work day. UACT members shall receive release time to attend.

Article 41 – Access to School

- A. After the close on school days, the Association shall have the right to use areas in school buildings for meetings of teachers provided there is no interference with any scheduled school activities. The use of such areas shall be arranged with the principals in advance. All requests for building use shall conform to the Board of Education’s Rules and Regulations.
- B. Materials to teachers from professional organizations may be distributed to teachers in the following way: Copies may be sent to the central office, properly packaged for the individual schools, and they will be sent out in the school mail for the principals or Association building representatives to place in the teachers’ boxes.
- C. The Association shall have bulletin board space for the purpose of posting materials dealing with proper and legitimate business of the Association. Such space shall be provided for the Association. Such boards shall be placed in a well-lighted area in the office or teachers’ lounge. In school buildings which do not have bulletin boards for this purpose; the Association shall request installation and be provided with a board which meets the above specification.
- D. No teacher will be prevented from wearing pins showing membership in the Association.
- E. The Association shall have access to a phone. A member will be granted privacy, if requested, for use of a phone located in an office for Association business. Any expense for long distance calls involving Association business will be paid by the Association.

Article 42 – Emergency Closing of Schools

- A. During the school year, there may be days when it is impossible for pupils to attend school because of public calamity such as when snow and/or ice make roads and highways unsafe for travel, or a building has to be closed for major repairs.

Announcements regarding the closing of schools will be carried on the annually developed list of regional media outlets provided to the president of UACT by the Superintendent or Superintendent’s designee by October 15th.

- B. The Labor Management Committee shall make a recommendation to the Board regarding any make-up days resulting from the emergency closing of school.

Article 43 – Physical Examinations and Immunizations

- A. All staff must have on file a record of immunizations and/or tests required by law (state, county, city, federal). Any periodic immunizations and/or tests will be paid for by the Board of Education.

- B. For reasonable cause and upon recommendation of the Superintendent and approval of the Board of Education, the Superintendent may request a member of the instructional staff to submit to a special physical or psychiatric examination by a qualified practitioner of the teacher's choice. Any expense which is above and beyond the current group hospitalization plan will be paid for by the Board of Education.
- C. In addition the Board may require an examination by the physician or psychiatrist of the Board's choice. The Board will pay the entire cost of such examination.

Article 44 – Certification

- A. Teachers are obligated to see that a certified transcript of credits and a copy of the teaching certificate or teaching license are filed in the office of the Board of Education no later the first student day of each school year, unless the teacher submits to the Board of Education proof that his/her license application has completed the LPDC process and is in approval process with ODE.
- B. Each bargaining unit member shall hold a legal certificate or teaching license issued by the Ohio Department of Education
- C. The failure to have a valid certificate or license for his/her area(s) of assignment on file with the Board of Education or show proof that such is currently in process at ODE by the first student day of the school year shall result in the removal of the teacher from his/her regular assignments and any supplemental directly related to teaching responsibilities (i.e. Department Chairs, Building Technology Assistant, Yearbook Advisor, etc.) without further pay. During the period between the first student day of the school year and the actual date of removal, the teacher shall be paid according to the certified salary schedule and shall receive all other benefits afforded to bargaining unit members. During the period of removal, the teacher may remain under the insurance benefits if he/she pays to the Board the full amount of the premiums in advance. During this removal, the teacher shall not have access to any leave of absence. The teacher shall be reinstated to his/her former position with all previous seniority restored as soon as a valid certificate or license has been approved by the Ohio Department of Education, if prior to February 1st. Failure to have a valid certificate/license by February 1st shall result in the removal of the teacher from the employment of the Board.
- D. Master Teacher Committee: The master teacher committee is established for the purpose of designating teachers in the district as a master teacher.
 - 1. The master teacher committee shall be comprised of a majority of practicing teachers. The odd-numbered committee shall be comprised of five (5) members as follows: three (3) teachers appointed by the Association in a manner determined by the Association and two (2) administrators holding Ohio Administrator Licenses. Teacher members of the committee shall not be current members the Local Professional Development Committee (LPDC). In order to

transition to this membership configuration, the Association shall appoint members as the existing members are replaced. Priority for committee membership shall be given to teachers who have earned the Master Teacher designation.

2. The master teacher committee shall determine the time, location and number of committee meetings. The master teacher committee members shall annually review its Plan of Operation for the appropriate designation of a master teacher, including but not limited to the application and review processes, the dissemination of general information to local association members, and the appeal procedure. All decisions of the committee shall be made using the consensus decision-making process.
3. The Association shall determine the length of the term of office for the local association members serving on the master teacher committee. Terms of office for the master teacher committee shall be staggered to the greatest extent possible. The Association shall determine the process for removing a teacher member from office. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the Association.
4. Under no circumstances is the involvement in the activities of the master teacher committee to be used for adverse employment decisions by the employer. Nothing in the master teacher committee process shall have an adverse impact on the educator's performance evaluation as established in this Agreement.
5. As recommended by the master teacher committee and approved by the Superintendent, the Association's master teacher committee members shall be provided on-going training by the employer to ensure consistent application of the master teacher criteria.
6. The master teacher committee shall be provided with adequate and secure space for the safe and secure storage of records, files and any other work and materials requiring storage and/or file space. The master teacher committee shall be provided with the equipment, paper and other materials necessary to perform its duties, as specified in the master teacher operating procedures.
7. The Association's master teacher committee members shall receive thirty dollars (\$30) per application reviewed. Payment for reviews will be limited to two (2) reviews per individual applicant per school year. One cumulative payment shall be made by the second pay in June following the end of each school year.
8. The master teacher committee shall determine its own appeals procedure. The master teacher committee appeals procedure is not subject to the grievance/arbitration procedure outlined in this Agreement.

Article 45 – Notification of Board of Education Meetings

The Association President will be given timely prior notice of all Board of Education meetings.

Article 46 – Inclusion

- A. The district shall offer training and/or staff development programs for those teachers involved with inclusion to enable the teacher to implement the IEP.
- B. Teachers shall not be required to administer medicine, perform any medical procedures of a physical nature (i.e. catheterization, tube feeding, etc.), handle problems with bowel or bladder control or body fluids, or to be responsible for any lifting or diapering.
- C. UACT and the administration will develop guidelines for the assignment of special needs students which will recognize staff skill and strive for a fair and equitable distribution of the student population. Final assignment shall be at the sole discretion of the administration.

Article 47 – LPDC

The Urbana Local Professional Development Committee (LPDC) shall consist of seven (7) teachers and up to four (4) administrators. When an administrator's professional development plan is being considered, the committee shall consist of a majority of administrators, unless the administrator requests the full LPDC committee.

UACT shall determine the length of term of office and a replacement procedure for teacher LPDC members.

The LPDC shall develop a plan of operation, subject to approval of the Board and UACT. The committee will determine the number, time, place and location of meetings.

Teachers actively serving on the LPDC shall be paid a stipend of seven hundred dollars (\$700) per year for their commitment to improving the education profession.

The chairperson shall be paid a stipend of eight hundred forty dollars (\$840) per year for his/her commitment to improving the education profession.

Article 48 – Fair Share Fee

- A. The Association shall have the right to assess non-members a representation fee. Said fee shall be in conformance with the internal rules and regulations of the Association.
- B. Bargaining unit members will have the options of: joining the Association and enjoying

all the rights of membership, or not joining the Association and paying the representation fee, which shall not be greater than the membership fees of the bargaining unit members.

The Union represents to the employer that an internal rebate procedure has been established in accordance with Section 4417.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

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

- C. All fair share fee payroll deduction forms must be provided to the Treasurer's office at least seven (7) school days prior to the first deduction date. Payroll deductions for these representation fees shall commence the first regular pay after January 15 and be deducted in equal amounts over the remainder of the pay periods left in the year. In the case of unit members 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 sixty days employment in the bargaining unit position or January 15.

The employer agrees to accompany each 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.

Article 49 – Suspected Abuse and/or Neglect

When a complaint involves a suspected incident of child abuse and/or neglect, the administrator or teacher to whom that complaint is made shall follow the requirements of the law for reporting such a suspicion. Such a complaint shall not fall under the provisions of Article 37, Outside Complaints.

Article 50 – Credit Flex Committee

The Credit Flex Committee, chaired by the high school assistant principal, will be made up of no more than eight people, consisting of up to six teachers (including at least one counselor) and up to two administrators, with at least 50% of the committee comprised of teaching staff and/or guidance counselors. The credit flex committee chairperson is responsible for the membership of the committee. Teachers on the credit flex committee will be paid, as approved by the chairperson, the tutor rate per hour for meeting time required to review submitted credit flexibility plans.

The high school principal will assign the teacher of record for all approved credit flexibility plans. The assignment of the teacher of record may include guidance counselors, administrators, or any other person who meets the legal qualifications. Preferential consideration for assignment will be given to teachers who have assisted a student in developing a credit flexibility plan. For credit flexibility plans involving a core academic subject, the teacher of record must be highly qualified in the core academic subject or meet the legal qualifications.

The assigned teacher of record will keep and submit a record of time spent outside of the contracted workday for meeting/communicating with the credit flex student and/or assessing the student. The teacher of record will be paid the tutor rate once the student has earned the course credit up to 30 hours for a 1.0 credit course, *or proportional to 30 hours for a 1.0 credit course.* (Examples: 7.5 hours for a .25 credit course, 15 hours for a .50 credit course, 22.5 hours for a .75 credit course, and 60 hours for a 2 credit course).

All time sheets related to a credit flex plan will need the signatures of the teacher and approval of the building principal before being submitted to the Treasurer's Officer for payment by the Board.

If there is a need to develop an end of course assessment for demonstrating mastery of the course content, the principal will assign up to two teachers to create the end of course assessment. The teacher(s) may receive release time of up to four periods to create the end of course assessment. If the teacher(s) prefer working outside of the contract day, they may be approved by the principal to document and submit up to three hours on a time sheet per course and be paid the per hour tutor rate.

Article 51 – Certified Staff Evaluation

The Board and the Association agree that the purposes of teacher evaluation are:

1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
2. To inform instruction.
3. To assist teachers and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for student learning and growth.

The Board and the Association further agree that the District's evaluation program will include the following:

1. A uniform instrument for rating bargaining unit members.
2. A philosophy of evaluation whereby the evaluator will assist the bargaining unit member in improving his/her instructional and professional performance.

3. The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the Ohio Revised Code. Each completed evaluation will result in the assignment of a teacher effectiveness rating. The teacher effectiveness rating shall be derived from a summative evaluation where fifty (50) percent of the overall evaluation is based on student growth measures and fifty (50) percent of the overall evaluation is based on a teacher's performance rating as provided for in this agreement.

A. Application

The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

1. Teachers working under a license and/or permanent certificate issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.
2. Teachers working under a permit issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

B. OTES Committee

1. A standing committee comprised of not more than five (5) members appointed by the president of the Association and five (5) members appointed by the Superintendent shall be formed. Said committee, co-chaired by the Superintendent and the Association president, or their appointees, shall meet to discuss establishing procedures, proposed changes to the evaluation instrument and Student Growth Measures utilized for the evaluation of teachers in the district. This committee's recommendations will then be sent to the Association and the Board for approval. If the parties agree on changes, the revised evaluation procedure shall be adopted via Memorandum of Understanding. Nothing in this section is intended to supersede ORC Section 3319.111.
2. The committee shall annually develop written instructions on the purpose and mechanics of the evaluation procedure along with written instructions on the development and utilization of SGMs.
3. The committee may establish sub-committees to assist with their work.
4. Sub-committees shall be jointly appointed by the Superintendent/designee and the Association president/designee.

5. The committee shall be authorized, by mutual agreement of the co-chairs, to utilize a consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the board.
6. Bargaining unit members shall be compensated at \$250 per school year.

C. Evaluators

1. The person who is responsible for assessing a teacher's performance shall be:
 - a. The teacher's immediate supervisor or a person included on the current approved list of credentialed evaluators, contracted by the district, and maintained by the Superintendent. In the event the teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. No evaluator will be selected if there exists a conflict of interest (i.e. familial relationship) with the teacher.
 - b. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a full-time contract pursuant to ORC Section 3319.01 or 3319.02 and must hold at least one (1) certificate/license named under Division (E), (F), (H), (J), or (L) of ORC Section 3319.22 and must be credentialed as stated in Ohio law.
 - c. A person who is employed by an entity contracted by the board to conduct evaluations and who holds a license designated for being a superintendent, assistant superintendent, principal, vocational director, administrative specialist, or supervisor in any educational area issued under section 3319.22 of the Revised Code or is qualified to conduct evaluations.
2. In evaluating a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of an employee's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

D. Evaluation Instrument

1. The sole Evaluation Instrument shall be the process and forms used by the teacher's evaluator and included within Appendix H of this agreement, or as modified by Memorandum of Understanding.
2. A teacher's performance shall be assessed based on the Ohio Educator Standards and rubric for teaching.

E. Orientation

1. Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first school day worked, each teacher shall be notified in writing of the name of the individual evaluating him/her for that school year. If the assigned evaluator is not able to complete the evaluation cycle due to extenuating circumstances (such as approved extended leaves of absence), another credentialed evaluator will be assigned by the Superintendent from the approved list.
2. A teacher newly employed or reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

F. Training

1. No later than September 15, or in the case of a new teacher, not later than thirty (30) days after initial employment with the District, each teacher shall be given written instructions and trained on the development and utilization of SGMs along with the purpose, and mechanics of the evaluation procedure so as to familiarize each teacher on how the evaluation instrument is designed and how the evaluation instrument will be utilized.
2. Said teachers shall receive ongoing support and training in the development, utilization, and scoring of SGMs.

G. Criteria for Performance Assessment

1. Teacher performance assessments shall be based on the evidence collected by the evaluator, on the formal classroom observations of the teacher by the teacher's assigned evaluator, and the classroom walkthroughs that are set forth in this agreement.
2. A teacher may provide evidence to the credentialed evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples within five (5) days of the post-observation conference.
3. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. No teacher performance information for evaluation purposes shall be collected by video or audio devices. The district will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

4. No misleading, inaccurate, untimely, or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.
5. In implementing performance assessments, the district shall conduct all assessments so as to observe the legal and constitutional rights of teachers.
6. No teacher shall be required to complete a Self-Assessment Form (e.g. OTES Self-Assessment Form). This tool may be used by teachers as a resource.

H. Schedule for Evaluation

1. **Teacher Performance:** As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator.
2. **Evaluation Cycle:** The period of time for the completion of the evaluation procedure.
 - a. No teacher shall be evaluated more than once annually.
 - b. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. Teachers in the final year of a limited contract shall receive at least three (3) formal observations unless the Superintendent waives the third observation. If waived by the Superintendent, the teacher may, within five (5) days of the second post observation, request the third observation be completed.
 - c. All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the class which will be observed. This pre-conference shall occur at least two (2) school days prior to the formal observation unless the teacher provides a written statement approving a shorter timeframe.
 - d. A post-observation conference shall be held no more than five (5) work days after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan. At the post-observation conference teachers shall be provided one (1) area of reinforcement and one (1) area of refinement through evidence, in alignment with the education standards. Teachers shall be given the opportunity to provide evidence to support the areas of reinforcement and

refinement during this post-observation conference. At the request of the teacher a hard copy of the post-observation form will be provided.

- e. The evaluation shall be conducted and completed no later than the first day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of May.

I. Walkthroughs

1. A walkthrough is a formative written assessment piece that shall be at least five (5) consecutive minute(s) but no more than ten (10) consecutive minutes in duration.
2. Evidence from not more than six walkthroughs shall be included in each year's evaluation cycle.
3. A formal debriefing shall occur no later than five (5) work days after the walkthrough if any deficiencies are observed.
4. All teachers shall be provided a copy of the completed walkthrough form.

J. Student Growth Measure (SGM)

1. Student Growth Measure (SGM): A unit of academic growth for a student over specified period of time.
2. Student Learning Objective (SLO): A measurable academic growth target that a teacher sets at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.

The student growth measure will be determined by assessing achievement for an individual student occurring between two (2) points in time.

1. The following categories will be utilized to determine this aspect of a teacher's evaluation, depending on the instructor involved:
 - A1- Teachers instructing in value-added subjects exclusively;
 - A2- Teachers instructing in value-added courses, but not exclusively (Value-added will be used in proportion to the teacher's schedule of courses or subjects for which the value-added progress dimension is applicable); or
 - B- Teachers instructing in area with Ohio Department of Education approved vendor assessments with teacher-level data available; or

- C- Teachers instructing in areas where no teacher-level value-added or approved vendor assessment is available. (If used, only one (1) “shared attribution” measure can be utilized per instructor.)
2. Data from approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth: above, expected, or below.
 3. Vendor Assessments: The evaluation committee shall approve the utilization of State approved vendor assessments as an SGM prior to implementation. The district shall make training on the selected vendor assessment available to the staff prior to implementation.
 4. When utilizing Student Learning Objectives (SLOs) to construct SGMs, the teacher shall submit the completed SLO template along with the accompanying assessments to be considered for approval by the timelines listed below.
 - a. Full Year and First Semester Courses – The teacher shall submit all SLO materials by September 30. The BLT committee shall review all submitted SLOs by October 15. Any SLO that is rejected by the BLT shall be returned to the teacher/group by October 20, with a timeline of two (2) weeks for resubmittal of the corrected SLO. The BLT committee shall work with the teacher/group in order to approve a revised SLO by November 15
 - b. Second Quarter Courses – The teacher shall submit all SLO materials by November 10. The BLT committee shall review all submitted SLOs by November 15. Any SLO that is rejected by the BLT shall be returned to the teacher/group by November 16, with a timeline of one (1) week for resubmittal of the corrected SLO. The BLT committee shall work with the teacher/group in order to approve a revised SLO by November 25
 - c. Second Semester and Third Quarter Courses – The teacher shall submit all SLO materials by January 30. The BLT committee shall review all submitted SLOs by February 10. Any SLO that is rejected by the BLT shall be returned to the teacher/group by February 11, with a timeline of one (1) week for resubmittal of the corrected SLO. The BLT committee shall work with the teacher/group in order to approve a revised SLO by February 25
 5. Teachers shall submit all SGM results to his/her evaluator by April 15.
 6. At the request of the teacher, with at least three (3) days’ notice, evaluators shall, conduct a final meeting with individual teachers to discuss SGM scores by May 1.

7. Teacher of Record

a. Definition

1. Is responsible for assigning the grade to the student, and
2. Is required to have the proper certification and/or licensure to teach the particular subject/grade level for which he/she has been designated “teacher(s) of record”, and
3. Is responsible for a minimum of fifty percent (50%) of a student’s scheduled instructional time within a given subject or course.

b. Each teacher shall have the opportunity to review the students for whom they are identified as teacher of record prior to the district verifying the teacher’s data and SGM rating in order to ensure accuracy in reporting.

c. For Category A2 teachers, the teacher shall have the opportunity to review the percentage of value-added measures, vendor assessments and/or SLOs the teacher teaches proportionate to his/her individual schedule.

d. Category B and C teachers shall receive written notice of the SGM results for vendor assessments and/or the numerical ratings for the SLO prior to them being reported, as may be statutorily required.

e. If requested, the teacher will be provided documents which show the above information.

8. The consideration of the student growth portion of the teacher evaluation must consist of a minimum of two (2) consecutive years of SGM data from the same subject matter for employment decisions.

K. SGM-Driven Improvement Plans

1. SGM-driven improvement plans for a school year shall be developed not later than September 15.

2. The SGM-driven improvement plan shall include:

a. Specific student growth expectations, resources, and assistance to be provided;

b. Timelines for the completion of the plan; and

c. Resources and professional development sufficient to realize the expectations set forth in the plan.

3. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the SGM improvement plan, the teacher may request a teacher mentor/coach or another mutually-agreed teacher of the district to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

L. Finalization of Evaluation

1. Written Report

Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

2. Completion of Evaluation Process

Each completed evaluation shall result in the assignment of one of the following evaluation ratings to the teacher: Accomplished Skilled Developing, or Ineffective.

- a. The summative evaluation of a teacher shall be equally based upon student growth measures and individual teacher performance that is assessed during the walkthroughs and observations. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall sign the evaluation report. The evaluation report should then be signed by the teacher to verify notification of the teacher that the evaluation will be placed on file, but the teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, a copy provided to the teacher and a copy sent to the Superintendent.
- b. The Board shall evaluate each teacher who received a summative rating of accomplished on the teacher's most recent evaluation conducted under this section once every three (3) school years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the Ohio Department of Education. The Board shall evaluate each teacher who received a summative rating of skilled on the teacher's most recent evaluation conducted under this section once every two (2) school years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the Ohio Department of Education and the teacher's rating on the performance assessment is either accomplished or skilled. In those cases, an observation and post-observation meeting shall be completed by the first day of May of the applicable school year, and the teacher shall receive a

written report of the results of the evaluation by the tenth day of May of that school year.

- c. In the event that extenuating conditions (approved extended leaves of absence) prevent the completion of two (2) Student Learning Objectives (SLOs) or linkage of value-added data, the teacher will receive 50 (fifty) percent shared attribution from the district's value added data. This does not apply to teachers who fail to complete their SLOs for unapproved reasons. Failure to complete an SLO will result in assigning the lowest allowed rating for each incomplete item.
- d. The district shall submit the final summative rating of teacher effectiveness to the Ohio Department of Education by May 30th or as required by law.
- e. In the event of unforeseen circumstances, the timelines present in this article may be modified by mutual agreement with the President of the Association and the Board of Education or its representative.

3. Response to Evaluation

- a. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. The teacher shall be provided a copy, signed by both parties.
- b. If a bargaining unit member requests to view data entered by administration into eTPES the administration shall provide the teacher the data within three (3) days of the request.

M. Improvement Plans

- 1. An improvement plan is a clearly articulated assistance program for a teacher whose performance on key professional indicators has been documented to be unsatisfactory by the evaluator.
- 2. Observations resulting in identification of performance deficiencies shall be followed within five (5) workdays by a conference between the evaluator and the employee. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the employee at the post-observation conference.
- 3. Other deficiencies regarding the teacher's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the employee within five (5) work days after the deficient performance occurs. The evaluator may include said

deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction.

4. Not later than May 10 of the school year, the evaluator of record will complete a final evaluation report, meet with and provide a copy to the teacher. If the final report indicates the teacher meets the criteria for the professional indicators for satisfactory performance as outlined in the improvement plan, the evaluator of record will recommend that the teacher be returned to a non-improvement plan status.

N. Mentor Teacher for Teachers on an SGM-Driven Improvement Plan

1. Unless waived in writing by the teacher, the district shall provide teachers under a SGM-driven improvement plan with a trained mentor teacher who is not the credentialed evaluator. Selection of mentors will be at the discretion of the Superintendent or his/her designee. A mentor teacher shall not be provided for two (2) consecutive years to a teacher on a SGM-Driven Improvement Plan or to a Resident Educator who is already assigned a mentor.

2. Role of the Mentor Teacher

- a. The mentor teacher shall have a minimum of five consecutive years of teaching experience in the district and have a summative rating for the prior school year as 'Skilled' or 'Accomplished.'

1. The mentor teacher shall not have a formal evaluation role. The mentor's role is to support the growth of the educator through formative tools and practices.

2. The mentor teacher must be trained to practice as a mentor through the Ohio Department of Education Instructional Mentoring Program.

b. Release Time/Compensation

1. Each mentor teacher shall be granted a maximum of four (4) class periods/subject blocks (approximately four (4) hours) of release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

2. Each mentor teacher will be paid, at the tutor rate of pay, up to a maximum of 15 hours. The payment is to be made in the second pay period of June of that school year provided all completed paperwork is submitted to the Treasurer's Office by June 1.

3. The district will pay all training fees required for mentor teachers to be trained through the Ohio Department of Education Instructional Mentoring Program.

3. Protections

- a. Other than a notation to the effect that a teacher provided additional service as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
- b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- c. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.
- d. All interaction, written or oral, between the mentor teacher and the teacher shall be internally regarded with the same confidentiality as that represented by the attorney/client relationship subject to all applicable open records laws. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from the role as mentor teacher.
- e. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised one (1) time by the mentor teacher or the teacher.
- f. No data collected through the resident educator/mentor program shall be used in the teacher performance evaluation rating or for high-stake employment decisions.
- g. Should no bargaining unit member submit interest for the position of mentor, the Superintendent shall have the option to direct a qualified bargaining unit member to the position for no more than one (1) year as mentor or contract with a trained teacher mentor. Any involuntary assignment by the superintendent shall occur not more than once every three (3) years for a specific bargaining unit member.

O. Retesting Teachers

This section is required for the Board to be in compliance with the Section 3319.58 ORC. If Section 3319.58 ORC is amended or repealed to the benefit of members or, if

immediate changes are mandated by law, the parties agree to enter into negotiations as outlined in Article 1 of this Agreement with the intent of negotiating a replacement provision, or deleting this section, as appropriate.

1. Each year, beginning with the 2015-2016 school year, the Board shall require each classroom teacher who is currently teaching in a core subject area as defined in 3319.074 ORC and has received a rating of “Ineffective” on the evaluations conducted under this agreement for two of the three most recent school years to register for and take all written examinations of content knowledge selected by the Ohio Department of Education as appropriate to determine expertise to teach that core subject area and the grade level to which the teacher is assigned. No teacher shall be responsible for the cost of taking an examination under this section.
2. If a teacher who takes an examination as outlined in this section passes that examination and provides proof of that passage to the Board, the Board shall require the teacher, at the teacher’s expense, to complete professional development that is targeted to the deficiencies identified in the teacher’s evaluations conducted under this Agreement. The receipt by the teacher of a rating of “Ineffective” on the teacher’s next evaluation after completion of the professional development, or the failure of the teacher to complete the professional development, shall be grounds for termination of the teacher under section 3319.16 of the Revised Code. The Board has the authority, but is not required, to terminate or non-renew the teacher in this situation or any member otherwise, and the Association retains its right to contest such actions in accordance with other applicable provisions of this Agreement.
3. If a teacher who takes an examination under this section passes that examination and provides proof of that passage to the Board, the teacher shall not be required to take the examination again for three years, regardless of the teacher’s evaluation ratings or the performance index score ranking of the building in which the teacher teaches. No teacher shall be responsible for the cost of taking an examination under this section.
4. The Board may use the results of a teacher’s examinations required in developing and revising professional development plans and in deciding whether or not to continue employing the teacher in accordance with the provisions of 3319 of the Ohio Revised Code except as specifically modified by the provisions of this Agreement to the extent permitted by law.

P. Due Process

1. All sections of this article shall be subject to the contractual grievance procedure in Article 16 of the Agreement.

2. A teacher shall be entitled to association representation at any conference held during this procedure in which the teacher shall be advised of an impending adverse personnel action.

Q. Personnel Actions

1. For the 2014-2015 school year, student growth data shall not be considered in non-renewal decisions unless upon the request of a member.
2. For purposes of Reduction in Force, a teacher's summative rating shall be considered as a three-year average of his or her summative ratings. The average shall be calculated by assigning the following values:

| | |
|-------------------|---|
| Accomplished | 4 |
| Skilled | 3 |
| Developing | 2 |
| Ineffective | 1 |
| No data available | 0 |

Individuals on approved leave, the duration of which precludes the performance of an evaluation cycle, shall not be credited with a designation and shall have this calculation based on his or her three most recent summative ratings.

If the above designations are changed by legislation, corresponding changes will be understood to be applied to this Agreement.

3. For purposes of Reduction in Force the final summative ratings of Accomplished and Skilled shall be considered 'comparable'.
4. Staff members with an average summative rating of 2.6 or higher based on the calculation in section R.2 above, in order to determine the order of reduction in force within that subset, will then have their teacher performance rating considered as a three-year average of his or her teacher performance ratings using the values identified in R.2 above for determination of staff considered for reduction.

Article 52 – Duration

This agreement shall take effect June 1, 2014 and remain in full force and effect until May 31, 2017.

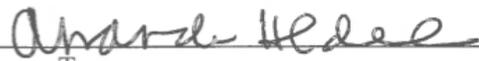
Ratification

Ratification

By affixing our signatures, we affirm that necessary action has been taken to ratify and adopt this Agreement by our respective parties:

For Urbana City Schools

 2-9-15
President of the Board of Education Date

 2-9-15
Treasurer Date

 2-9-15
Superintendent Date

For Urbana Association of
Classroom Teachers

 2/4/15
Association President Date

 2/5/15
Association Chief Negotiator Date

Appendix A:

Plan Amendment

PLAN AMENDMENT - URBANA CITY SCHOOLS EMPLOYEE BENEFIT PLAN

Effective March 01, 2003 the Urbana City Schools Employee Benefit Plan has been amended as follows:

The infertility benefit has been added to the Covered Services section to read as follows:

INFERTILITY

Services and procedures related to the diagnosis of infertility are covered by the Plan to a maximum of \$2,500.00 per benefit period. Treatments for Infertility once diagnosed are not covered.

The Infertility exclusion in the Exclusions Under All Phases of Coverage section has been revised to read as follows:

In-vitro fertilization, embryo transplant services, surgical reversal of elective sterilization, GIFT (gamete intra-fallopian transfer), ZIFT (zygote intra-fallopian transfer), infertility drugs, and other assisted reproductive technology or any charges relating to infertility.

Name

Title

Date

Appendix B:

Certified Salary Schedules

2014-2015 Certified Schedule

| STEP | BA | Salary | B150 | Salary | MA | Salary | M 15 | Salary | M 30 | Salary |
|------|--------|----------|--------|----------|--------|----------|-------|----------|--------|----------|
| 0 | 1 | \$35,216 | 1.038 | \$36,554 | 1.095 | \$38,561 | 1.137 | \$40,040 | 1.1805 | \$41,572 |
| 1 | 1.038 | \$36,554 | 1.081 | \$38,068 | 1.143 | \$40,251 | 1.188 | \$41,836 | 1.2335 | \$43,438 |
| 2 | 1.076 | \$37,892 | 1.124 | \$39,582 | 1.191 | \$41,942 | 1.238 | \$43,597 | 1.2865 | \$45,305 |
| 3 | 1.114 | \$39,230 | 1.167 | \$41,096 | 1.239 | \$43,632 | 1.289 | \$45,393 | 1.3395 | \$47,171 |
| 4 | 1.152 | \$40,568 | 1.21 | \$42,611 | 1.287 | \$45,322 | 1.339 | \$47,154 | 1.3925 | \$49,038 |
| 5 | 1.19 | \$41,906 | 1.253 | \$44,125 | 1.335 | \$47,013 | 1.39 | \$55,656 | 1.4455 | \$50,904 |
| 6 | 1.228 | \$43,245 | 1.296 | \$45,639 | 1.383 | \$48,703 | 1.44 | \$50,710 | 1.4985 | \$52,770 |
| 7 | 1.266 | \$44,583 | 1.339 | \$47,154 | 1.431 | \$50,393 | 1.491 | \$52,506 | 1.5515 | \$54,637 |
| 8 | 1.304 | \$45,921 | 1.382 | \$48,668 | 1.479 | \$52,084 | 1.541 | \$54,267 | 1.6045 | \$56,503 |
| 9 | 1.342 | \$47,259 | 1.425 | \$50,182 | 1.527 | \$53,774 | 1.592 | \$56,063 | 1.6575 | \$58,370 |
| 10 | 1.38 | \$48,597 | 1.468 | \$51,696 | 1.575 | \$55,464 | 1.642 | \$57,824 | 1.7105 | \$60,236 |
| 11 | 1.418 | \$49,936 | 1.511 | \$53,211 | 1.623 | \$57,155 | 1.693 | \$59,620 | 1.7635 | \$62,103 |
| 12 | 1.456 | \$51,274 | 1.554 | \$54,725 | 1.671 | \$58,845 | 1.743 | \$61,381 | 1.8165 | \$63,969 |
| 13 | 1.494 | \$52,612 | 1.597 | \$56,239 | 1.719 | \$60,535 | 1.794 | \$63,177 | 1.8695 | \$65,835 |
| 14 | 1.532 | \$53,950 | 1.64 | \$57,753 | 1.767 | \$62,226 | 1.844 | \$64,937 | 1.9225 | \$67,702 |
| 15 | 1.57 | \$55,288 | 1.683 | \$59,268 | 1.815 | \$63,916 | 1.895 | \$66,733 | 1.9755 | \$69,568 |
| 16 | 1.57 | \$55,288 | 1.683 | \$59,268 | 1.815 | \$63,916 | 1.895 | \$66,733 | 1.9755 | \$69,568 |
| 17 | 1.57 | \$55,288 | 1.683 | \$59,268 | 1.815 | \$63,916 | 1.895 | \$66,733 | 1.9755 | \$69,568 |
| 18 | 1.57 | \$55,288 | 1.683 | \$59,268 | 1.815 | \$63,916 | 1.895 | \$66,733 | 1.9755 | \$69,568 |
| 19 | 1.57 | \$55,288 | 1.683 | \$59,268 | 1.815 | \$63,916 | 1.895 | \$66,733 | 1.9755 | \$69,568 |
| 20 | 1.5909 | \$56,024 | 1.7039 | \$60,004 | 1.8359 | \$64,652 | 1.916 | \$67,473 | 1.9964 | \$70,304 |

2015-2016 Certified Schedule

| STEP | BA | Salary | B150 | Salary | M | Salary | M 15 | Salary | M 30 | Salary |
|------|--------|----------|--------|----------|--------|----------|-------|----------|--------|----------|
| 0 | 1.000 | \$35,920 | 1.038 | \$37,285 | 1.095 | \$39,332 | 1.137 | \$40,841 | 1.1805 | \$42,404 |
| 1 | 1.038 | \$37,285 | 1.081 | \$38,830 | 1.143 | \$41,057 | 1.188 | \$42,673 | 1.2335 | \$44,307 |
| 2 | 1.076 | \$38,650 | 1.124 | \$40,374 | 1.191 | \$42,781 | 1.238 | \$44,469 | 1.2865 | \$46,211 |
| 3 | 1.114 | \$40,015 | 1.167 | \$41,919 | 1.239 | \$44,505 | 1.289 | \$46,301 | 1.3395 | \$48,115 |
| 4 | 1.152 | \$41,380 | 1.210 | \$43,463 | 1.287 | \$46,229 | 1.339 | \$48,097 | 1.3925 | \$50,019 |
| 5 | 1.190 | \$42,745 | 1.253 | \$45,008 | 1.335 | \$47,953 | 1.390 | \$49,929 | 1.4455 | \$51,922 |
| 6 | 1.228 | \$44,110 | 1.296 | \$46,552 | 1.383 | \$49,677 | 1.440 | \$51,725 | 1.4985 | \$53,826 |
| 7 | 1.266 | \$45,475 | 1.339 | \$48,097 | 1.431 | \$51,402 | 1.491 | \$53,557 | 1.5515 | \$55,730 |
| 8 | 1.304 | \$46,840 | 1.382 | \$49,641 | 1.479 | \$53,126 | 1.541 | \$55,353 | 1.6045 | \$57,634 |
| 9 | 1.342 | \$48,205 | 1.425 | \$51,186 | 1.527 | \$54,850 | 1.592 | \$57,185 | 1.6575 | \$59,537 |
| 10 | 1.380 | \$49,570 | 1.468 | \$52,731 | 1.575 | \$56,574 | 1.642 | \$58,981 | 1.7105 | \$61,441 |
| 11 | 1.418 | \$50,935 | 1.511 | \$54,275 | 1.623 | \$58,298 | 1.693 | \$60,813 | 1.7635 | \$63,345 |
| 12 | 1.456 | \$52,300 | 1.554 | \$55,820 | 1.671 | \$60,022 | 1.743 | \$62,609 | 1.8165 | \$65,249 |
| 13 | 1.494 | \$53,664 | 1.597 | \$57,364 | 1.719 | \$61,746 | 1.794 | \$64,440 | 1.8695 | \$67,152 |
| 14 | 1.532 | \$55,029 | 1.640 | \$58,909 | 1.767 | \$63,471 | 1.844 | \$66,236 | 1.9225 | \$69,056 |
| 15 | 1.570 | \$56,394 | 1.683 | \$60,453 | 1.815 | \$65,195 | 1.895 | \$68,068 | 1.9755 | \$70,960 |
| 16 | 1.570 | \$56,394 | 1.683 | \$60,453 | 1.815 | \$65,195 | 1.895 | \$68,068 | 1.9755 | \$70,960 |
| 17 | 1.570 | \$56,394 | 1.683 | \$60,453 | 1.815 | \$65,195 | 1.895 | \$68,068 | 1.9755 | \$70,960 |
| 18 | 1.570 | \$56,394 | 1.683 | \$60,453 | 1.815 | \$65,195 | 1.895 | \$68,068 | 1.9755 | \$70,960 |
| 19 | 1.570 | \$56,394 | 1.683 | \$60,453 | 1.815 | \$65,195 | 1.895 | \$68,068 | 1.9755 | \$70,960 |
| 20 | 1.5909 | \$57,145 | 1.7039 | \$61,204 | 1.8359 | \$65,946 | 1.916 | \$68,823 | 1.9964 | \$71,711 |

NOTES FOR SUPPLEMENTAL SALARY SCHEDULE:

Numbers placed parenthetically to the right of the position titles indicate the number of positions allocated for each job title. If no parenthetical reference appears, then only one position is allocated for the corresponding title.

Letters appearing to the right of job titles indicate the titles linked by shared letters may, by agreement of the title holders, add the rates of compensation together and divide them by two resulting in split compensation and co-chairs of the applicable positions. The above-listed positions delineated by the same letters may not be held by the same individual.

Supplemental positions paid with grant funds will not be filled if grant funds are no longer available.

*When the track high school head combined coaching position is filled, there will be up to three assistant coaches.

Appendix C (continued)

Supplemental Salary Schedule 2014-2015

| BASE | \$35,216.00 | SALARY | | | RATE | | |
|-------|-------------------------------------|------------|------------|------------|--------|--------|--------|
| Group | Title | Step 0 | Step 1 | Step 2 | Step 0 | Step 1 | Step 2 |
| 1 | Basketball HS Boys Head | \$5,282.40 | \$5,634.56 | \$5,986.72 | 0.150 | 0.160 | 0.170 |
| 1 | Basketball HS Girls Head | \$5,282.40 | \$5,634.56 | \$5,986.72 | 0.150 | 0.160 | 0.170 |
| 1 | Football HS Head | \$5,282.40 | \$5,634.56 | \$5,986.72 | 0.150 | 0.160 | 0.170 |
| 1 | Video Production - District | \$5,282.40 | \$5,634.56 | \$5,986.72 | 0.150 | 0.160 | 0.170 |
| 2 | Track HS Head Combined* (w/ 3 Asst) | \$4,225.92 | \$4,578.08 | \$4,930.24 | 0.120 | 0.130 | 0.140 |
| 2 | Wrestling HS Head | \$4,225.92 | \$4,578.08 | \$4,930.24 | 0.120 | 0.130 | 0.140 |
| 3 | Baseball Head | \$3,521.60 | \$3,873.76 | \$4,225.92 | 0.100 | 0.110 | 0.120 |
| 3 | Basketball HS Boys Asst. | \$3,521.60 | \$3,873.76 | \$4,225.92 | 0.100 | 0.110 | 0.120 |
| 3 | Basketball HS Girls Asst. | \$3,521.60 | \$3,873.76 | \$4,225.92 | 0.100 | 0.110 | 0.120 |
| 3 | Football HS Assistant (5) | \$3,521.60 | \$3,873.76 | \$4,225.92 | 0.100 | 0.110 | 0.120 |
| 3 | Soccer Boys Head | \$3,521.60 | \$3,873.76 | \$4,225.92 | 0.100 | 0.110 | 0.120 |
| 3 | Soccer Girls Head | \$3,521.60 | \$3,873.76 | \$4,225.92 | 0.100 | 0.110 | 0.120 |
| 3 | Softball Head | \$3,521.60 | \$3,873.76 | \$4,225.92 | 0.100 | 0.110 | 0.120 |
| 3 | Track HS Boys Head | \$3,521.60 | \$3,873.76 | \$4,225.92 | 0.100 | 0.110 | 0.120 |
| 3 | Track HS Girls Head | \$3,521.60 | \$3,873.76 | \$4,225.92 | 0.100 | 0.110 | 0.120 |
| 3 | Volleyball HS Head | \$3,521.60 | \$3,873.76 | \$4,225.92 | 0.100 | 0.110 | 0.120 |
| 4 | Department Chair 7+ teachers | \$3,169.44 | \$3,521.60 | \$3,873.76 | 0.090 | 0.100 | 0.110 |
| 4 | Music Instrumental (D) | \$3,169.44 | \$3,521.60 | \$3,873.76 | 0.090 | 0.100 | 0.110 |
| 5 | Department Chair 4-6 teachers | \$2,817.28 | \$3,169.44 | \$3,521.60 | 0.080 | 0.090 | 0.100 |
| 6 | Department Chair 2-3 teachers | \$2,465.12 | \$2,817.28 | \$3,169.44 | 0.070 | 0.080 | 0.090 |
| 6 | Music Secondary Vocal | \$2,465.12 | \$2,817.28 | \$3,169.44 | 0.070 | 0.080 | 0.090 |
| 6 | Track JH Head Combined | \$2,465.12 | \$2,817.28 | \$3,169.44 | 0.070 | 0.080 | 0.090 |
| 6 | Wrestling HS Asst. | \$2,465.12 | \$2,817.28 | \$3,169.44 | 0.070 | 0.080 | 0.090 |
| 7 | Baseball Asst. | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Basketball HS Boys Freshmen | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Basketball HS Girls Freshmen | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Basketball JH Boys Head | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Basketball JH Girls Head | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Bowling Boys Head | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Bowling Girls Head | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Cross Country Head | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Football JH Head | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Golf Boys Head | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Golf Girls Head | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Music Instrumental Asst. (D) | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Soccer Boys Asst. | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Soccer Girls Asst. | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Softball Asst. | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Swimming Head | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Tennis Boys Head | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Tennis Girls Head | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Track HS Boys Asst. | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Track HS Girls Asst. | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Volleyball HS Asst. | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Volleyball HS Asst. Freshmen | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |

| BASE | \$35,216.00 | SALARY | | | RATE | | |
|-------|------------------------------------|------------|------------|------------|--------|--------|--------|
| Group | Title | Step 0 | Step 1 | Step 2 | Step 0 | Step 1 | Step 2 |
| 7 | Volleyball JH Head | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 7 | Wrestling JH Head | \$1,760.80 | \$2,112.96 | \$2,465.12 | 0.050 | 0.060 | 0.070 |
| 8 | Basketball JH Boys Asst. | \$1,408.64 | \$1,760.80 | \$2,112.96 | 0.040 | 0.050 | 0.060 |
| 8 | Basketball JH Girls Asst. | \$1,408.64 | \$1,760.80 | \$2,112.96 | 0.040 | 0.050 | 0.060 |
| 8 | Cheerleading HS Head BB | \$1,408.64 | \$1,760.80 | \$2,112.96 | 0.040 | 0.050 | 0.060 |
| 8 | Cheerleading HS Head FB | \$1,408.64 | \$1,760.80 | \$2,112.96 | 0.040 | 0.050 | 0.060 |
| 8 | Football JH Asst. (3) | \$1,408.64 | \$1,760.80 | \$2,112.96 | 0.040 | 0.050 | 0.060 |
| 8 | Music Elementary | \$1,408.64 | \$1,760.80 | \$2,112.96 | 0.040 | 0.050 | 0.060 |
| 8 | Play HS Advisor Fall (E) | \$1,408.64 | \$1,760.80 | \$2,112.96 | 0.040 | 0.050 | 0.060 |
| 8 | Play HS Advisor Spring (F) | \$1,408.64 | \$1,760.80 | \$2,112.96 | 0.040 | 0.050 | 0.060 |
| 8 | Track JH Asst. (3) | \$1,408.64 | \$1,760.80 | \$2,112.96 | 0.040 | 0.050 | 0.060 |
| 8 | Volleyball JH Asst. | \$1,408.64 | \$1,760.80 | \$2,112.96 | 0.040 | 0.050 | 0.060 |
| 8 | Weight Room Fall | \$1,408.64 | \$1,760.80 | \$2,112.96 | 0.040 | 0.050 | 0.060 |
| 8 | Weight Room Spring | \$1,408.64 | \$1,760.80 | \$2,112.96 | 0.040 | 0.050 | 0.060 |
| 8 | Weight Room Winter | \$1,408.64 | \$1,760.80 | \$2,112.96 | 0.040 | 0.050 | 0.060 |
| 8 | Yearbook HS Advisor 1 | \$1,408.64 | \$1,760.80 | \$2,112.96 | 0.040 | 0.050 | 0.060 |
| 8 | Yearbook HS Advisor 2 | \$1,408.64 | \$1,760.80 | \$2,112.96 | 0.040 | 0.050 | 0.060 |
| 9 | Building Technology Assistants (6) | \$1,056.48 | \$1,408.64 | \$1,760.80 | 0.030 | 0.040 | 0.050 |
| 9 | Cheerleading HS Asst. BB | \$1,056.48 | \$1,408.64 | \$1,760.80 | 0.030 | 0.040 | 0.050 |
| 9 | Cheerleading HS Asst. FB | \$1,056.48 | \$1,408.64 | \$1,760.80 | 0.030 | 0.040 | 0.050 |
| 9 | Cheerleading JH BB Adv. | \$1,056.48 | \$1,408.64 | \$1,760.80 | 0.030 | 0.040 | 0.050 |
| 9 | Cheerleading JH FB Adv. | \$1,056.48 | \$1,408.64 | \$1,760.80 | 0.030 | 0.040 | 0.050 |
| 9 | Play JH Advisor | \$1,056.48 | \$1,408.64 | \$1,760.80 | 0.030 | 0.040 | 0.050 |
| 9 | Web Master | \$1,056.48 | \$1,408.64 | \$1,760.80 | 0.030 | 0.040 | 0.050 |
| 9 | Wrestling JH Asst. | \$1,056.48 | \$1,408.64 | \$1,760.80 | 0.030 | 0.040 | 0.050 |
| 10 | Show Choir Coach | \$704.32 | \$1,056.48 | \$1,408.64 | 0.020 | 0.030 | 0.040 |
| 10 | Student Council HS Adv. (A) | \$704.32 | \$1,056.48 | \$1,408.64 | 0.020 | 0.030 | 0.040 |
| 10 | Yearbook JH | \$704.32 | \$1,056.48 | \$1,408.64 | 0.020 | 0.030 | 0.040 |
| 11 | Castle Chronicle Advisor | \$704.32 | \$880.40 | \$1,056.48 | 0.020 | 0.025 | 0.030 |
| 11 | Class Advisor Seniors | \$704.32 | \$880.40 | \$1,056.48 | 0.020 | 0.025 | 0.030 |
| 11 | Prom Advisor (C) | \$704.32 | \$880.40 | \$1,056.48 | 0.020 | 0.025 | 0.030 |
| 11 | Student Council HS Asst. Adv. (A) | \$704.32 | \$880.40 | \$1,056.48 | 0.020 | 0.025 | 0.030 |
| 11 | Student Council JH Advisor (B) | \$704.32 | \$880.40 | \$1,056.48 | 0.020 | 0.025 | 0.030 |
| 12 | Music Majorette Advisor | \$528.24 | \$704.32 | \$792.36 | 0.015 | 0.020 | 0.0225 |
| 12 | Play HS Asst. Adv. Fall (E) | \$528.24 | \$704.32 | \$792.36 | 0.015 | 0.020 | 0.0225 |
| 12 | Play HS Asst. Adv. Spring (F) | \$528.24 | \$704.32 | \$792.36 | 0.015 | 0.020 | 0.0225 |
| 12 | Student Council JH Asst. Adv. (B) | \$528.24 | \$704.32 | \$792.36 | 0.015 | 0.020 | 0.0225 |
| 13 | Class Advisor Freshmen | \$352.16 | \$440.20 | \$528.24 | 0.010 | 0.0125 | 0.015 |
| 13 | Class Advisor Juniors | \$352.16 | \$440.20 | \$528.24 | 0.010 | 0.0125 | 0.015 |
| 13 | Class Advisor Sophomores | \$352.16 | \$440.20 | \$528.24 | 0.010 | 0.0125 | 0.015 |
| 13 | Freshman Focus (10) | \$352.16 | \$440.20 | \$528.24 | 0.010 | 0.0125 | 0.015 |
| 13 | In The Know Advisor | \$352.16 | \$440.20 | \$528.24 | 0.010 | 0.0125 | 0.015 |
| 13 | NHS HS Advisor (2) | \$352.16 | \$440.20 | \$528.24 | 0.010 | 0.0125 | 0.015 |
| 13 | NHS JH Advisor | \$352.16 | \$440.20 | \$528.24 | 0.010 | 0.0125 | 0.015 |
| 13 | Prom Asst. Adv. (C) | \$352.16 | \$440.20 | \$528.24 | 0.010 | 0.0125 | 0.015 |
| 13 | Trip Coordinator JH | \$352.16 | \$440.20 | \$528.24 | 0.010 | 0.0125 | 0.015 |

Appendix C (continued)

Supplemental Salary Schedule 2015-2016

| BASE | \$35,920.00 | SALARY | | | RATE | | |
|-------|-------------------------------------|------------|------------|------------|--------|--------|--------|
| Group | Title | Step 0 | Step 1 | Step 2 | Step 0 | Step 1 | Step 2 |
| 1 | Basketball HS Boys Head | \$5,388.00 | \$5,747.20 | \$6,106.40 | 0.150 | 0.160 | 0.170 |
| 1 | Basketball HS Girls Head | \$5,388.00 | \$5,747.20 | \$6,106.40 | 0.150 | 0.160 | 0.170 |
| 1 | Football HS Head | \$5,388.00 | \$5,747.20 | \$6,106.40 | 0.150 | 0.160 | 0.170 |
| 1 | Video Production - District | \$5,388.00 | \$5,747.20 | \$6,106.40 | 0.150 | 0.160 | 0.170 |
| 2 | Track HS Head Combined* (w/ 3 Asst) | \$4,310.40 | \$4,669.60 | \$5,028.80 | 0.120 | 0.130 | 0.140 |
| 2 | Wrestling HS Head | \$4,310.40 | \$4,669.60 | \$5,028.80 | 0.120 | 0.130 | 0.140 |
| 3 | Baseball Head | \$3,592.00 | \$3,951.20 | \$4,310.40 | 0.100 | 0.110 | 0.120 |
| 3 | Basketball HS Boys Asst. | \$3,592.00 | \$3,951.20 | \$4,310.40 | 0.100 | 0.110 | 0.120 |
| 3 | Basketball HS Girls Asst. | \$3,592.00 | \$3,951.20 | \$4,310.40 | 0.100 | 0.110 | 0.120 |
| 3 | Football HS Assistant (5) | \$3,592.00 | \$3,951.20 | \$4,310.40 | 0.100 | 0.110 | 0.120 |
| 3 | Soccer Boys Head | \$3,592.00 | \$3,951.20 | \$4,310.40 | 0.100 | 0.110 | 0.120 |
| 3 | Soccer Girls Head | \$3,592.00 | \$3,951.20 | \$4,310.40 | 0.100 | 0.110 | 0.120 |
| 3 | Softball Head | \$3,592.00 | \$3,951.20 | \$4,310.40 | 0.100 | 0.110 | 0.120 |
| 3 | Track HS Boys Head | \$3,592.00 | \$3,951.20 | \$4,310.40 | 0.100 | 0.110 | 0.120 |
| 3 | Track HS Girls Head | \$3,592.00 | \$3,951.20 | \$4,310.40 | 0.100 | 0.110 | 0.120 |
| 3 | Volleyball HS Head | \$3,592.00 | \$3,951.20 | \$4,310.40 | 0.100 | 0.110 | 0.120 |
| 4 | Department Chair 7+ teachers | \$3,232.80 | \$3,592.00 | \$3,951.20 | 0.090 | 0.100 | 0.110 |
| 4 | Music Instrumental (D) | \$3,232.80 | \$3,592.00 | \$3,951.20 | 0.090 | 0.100 | 0.110 |
| 5 | Department Chair 4-6 teachers | \$2,873.60 | \$3,232.80 | \$3,592.00 | 0.080 | 0.090 | 0.100 |
| 6 | Department Chair 2-3 teachers | \$2,514.40 | \$2,873.60 | \$3,232.80 | 0.070 | 0.080 | 0.090 |
| 6 | Music Secondary Vocal | \$2,514.40 | \$2,873.60 | \$3,232.80 | 0.070 | 0.080 | 0.090 |
| 6 | Track JH Head Combined | \$2,514.40 | \$2,873.60 | \$3,232.80 | 0.070 | 0.080 | 0.090 |
| 6 | Wrestling HS Asst. | \$2,514.40 | \$2,873.60 | \$3,232.80 | 0.070 | 0.080 | 0.090 |
| 7 | Baseball Asst. | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Basketball HS Boys Freshmen | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Basketball HS Girls Freshmen | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Basketball JH Boys Head | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Basketball JH Girls Head | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Bowling Boys Head | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Bowling Girls Head | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Cross Country Head | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Football JH Head | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Golf Boys Head | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Golf Girls Head | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Music Instrumental Asst. (D) | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Soccer Boys Asst. | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Soccer Girls Asst. | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Softball Asst. | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Swimming Head | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Tennis Boys Head | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Tennis Girls Head | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Track HS Boys Asst. | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Track HS Girls Asst. | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Volleyball HS Asst. | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Volleyball HS Asst. Freshmen | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |

| BASE | \$35,920.00 | SALARY | | | RATE | | |
|-------|------------------------------------|------------|------------|------------|--------|--------|--------|
| Group | Title | Step 0 | Step 1 | Step 2 | Step 0 | Step 1 | Step 2 |
| 7 | Volleyball JH Head | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 7 | Wrestling JH Head | \$1,796.00 | \$2,155.20 | \$2,514.40 | 0.050 | 0.060 | 0.070 |
| 8 | Basketball JH Boys Asst. | \$1,436.80 | \$1,796.00 | \$2,155.20 | 0.040 | 0.050 | 0.060 |
| 8 | Basketball JH Girls Asst. | \$1,436.80 | \$1,796.00 | \$2,155.20 | 0.040 | 0.050 | 0.060 |
| 8 | Cheerleading HS Head BB | \$1,436.80 | \$1,796.00 | \$2,155.20 | 0.040 | 0.050 | 0.060 |
| 8 | Cheerleading HS Head FB | \$1,436.80 | \$1,796.00 | \$2,155.20 | 0.040 | 0.050 | 0.060 |
| 8 | Football JH Asst. (3) | \$1,436.80 | \$1,796.00 | \$2,155.20 | 0.040 | 0.050 | 0.060 |
| 8 | Music Elementary | \$1,436.80 | \$1,796.00 | \$2,155.20 | 0.040 | 0.050 | 0.060 |
| 8 | Play HS Advisor Fall (E) | \$1,436.80 | \$1,796.00 | \$2,155.20 | 0.040 | 0.050 | 0.060 |
| 8 | Play HS Advisor Spring (F) | \$1,436.80 | \$1,796.00 | \$2,155.20 | 0.040 | 0.050 | 0.060 |
| 8 | Track JH Asst. (3) | \$1,436.80 | \$1,796.00 | \$2,155.20 | 0.040 | 0.050 | 0.060 |
| 8 | Volleyball JH Asst. | \$1,436.80 | \$1,796.00 | \$2,155.20 | 0.040 | 0.050 | 0.060 |
| 8 | Weight Room Fall | \$1,436.80 | \$1,796.00 | \$2,155.20 | 0.040 | 0.050 | 0.060 |
| 8 | Weight Room Spring | \$1,436.80 | \$1,796.00 | \$2,155.20 | 0.040 | 0.050 | 0.060 |
| 8 | Weight Room Winter | \$1,436.80 | \$1,796.00 | \$2,155.20 | 0.040 | 0.050 | 0.060 |
| 8 | Yearbook HS Advisor 1 | \$1,436.80 | \$1,796.00 | \$2,155.20 | 0.040 | 0.050 | 0.060 |
| 8 | Yearbook HS Advisor 2 | \$1,436.80 | \$1,796.00 | \$2,155.20 | 0.040 | 0.050 | 0.060 |
| 9 | Building Technology Assistants (6) | \$1,077.60 | \$1,436.80 | \$1,796.00 | 0.030 | 0.040 | 0.050 |
| 9 | Cheerleading HS Asst. BB | \$1,077.60 | \$1,436.80 | \$1,796.00 | 0.030 | 0.040 | 0.050 |
| 9 | Cheerleading HS Asst. FB | \$1,077.60 | \$1,436.80 | \$1,796.00 | 0.030 | 0.040 | 0.050 |
| 9 | Cheerleading JH BB Adv. | \$1,077.60 | \$1,436.80 | \$1,796.00 | 0.030 | 0.040 | 0.050 |
| 9 | Cheerleading JH FB Adv. | \$1,077.60 | \$1,436.80 | \$1,796.00 | 0.030 | 0.040 | 0.050 |
| 9 | Play JH Advisor | \$1,077.60 | \$1,436.80 | \$1,796.00 | 0.030 | 0.040 | 0.050 |
| 9 | Web Master | \$1,077.60 | \$1,436.80 | \$1,796.00 | 0.030 | 0.040 | 0.050 |
| 9 | Wrestling JH Asst. | \$1,077.60 | \$1,436.80 | \$1,796.00 | 0.030 | 0.040 | 0.050 |
| 10 | Show Choir Coach | \$718.40 | \$1,077.60 | \$1,436.80 | 0.020 | 0.030 | 0.040 |
| 10 | Student Council HS Adv. (A) | \$718.40 | \$1,077.60 | \$1,436.80 | 0.020 | 0.030 | 0.040 |
| 10 | Yearbook JH | \$718.40 | \$1,077.60 | \$1,436.80 | 0.020 | 0.030 | 0.040 |
| 11 | Castle Chronicle Advisor | \$718.40 | \$898.00 | \$1,077.60 | 0.020 | 0.025 | 0.030 |
| 11 | Class Advisor Seniors | \$718.40 | \$898.00 | \$1,077.60 | 0.020 | 0.025 | 0.030 |
| 11 | Prom Advisor (C) | \$718.40 | \$898.00 | \$1,077.60 | 0.020 | 0.025 | 0.030 |
| 11 | Student Council HS Asst. Adv. (A) | \$718.40 | \$898.00 | \$1,077.60 | 0.020 | 0.025 | 0.030 |
| 11 | Student Council JH Advisor (B) | \$718.40 | \$898.00 | \$1,077.60 | 0.020 | 0.025 | 0.030 |
| 12 | Music Majorette Advisor | \$538.80 | \$718.40 | \$808.20 | 0.015 | 0.020 | 0.0225 |
| 12 | Play HS Asst. Adv. Fall (E) | \$538.80 | \$718.40 | \$808.20 | 0.015 | 0.020 | 0.0225 |
| 12 | Play HS Asst. Adv. Spring (F) | \$538.80 | \$718.40 | \$808.20 | 0.015 | 0.020 | 0.0225 |
| 12 | Student Council JH Asst. Adv. (B) | \$538.80 | \$718.40 | \$808.20 | 0.015 | 0.020 | 0.0225 |
| 13 | Class Advisor Freshmen | \$359.20 | \$449.00 | \$538.80 | 0.010 | 0.0125 | 0.015 |
| 13 | Class Advisor Juniors | \$359.20 | \$449.00 | \$538.80 | 0.010 | 0.0125 | 0.015 |
| 13 | Class Advisor Sophomores | \$359.20 | \$449.00 | \$538.80 | 0.010 | 0.0125 | 0.015 |
| 13 | Freshman Focus (10) | \$359.20 | \$449.00 | \$538.80 | 0.010 | 0.0125 | 0.015 |
| 13 | In The Know Advisor | \$359.20 | \$449.00 | \$538.80 | 0.010 | 0.0125 | 0.015 |
| 13 | NHS HS Advisor (2) | \$359.20 | \$449.00 | \$538.80 | 0.010 | 0.0125 | 0.015 |
| 13 | NHS JH Advisor | \$359.20 | \$449.00 | \$538.80 | 0.010 | 0.0125 | 0.015 |
| 13 | Prom Asst. Adv. (C) | \$359.20 | \$449.00 | \$538.80 | 0.010 | 0.0125 | 0.015 |
| 13 | Trip Coordinator JH | \$359.20 | \$449.00 | \$538.80 | 0.010 | 0.0125 | 0.015 |

Appendix D:

Alphabetical Listing of Supplementals

| Group | Title | Group | Title |
|--------------|------------------------------------|--------------|-------------------------------------|
| 7 | Baseball Asst. | 12 | Play HS Asst. Adv. Fall (E) |
| 3 | Baseball Head | 12 | Play HS Asst. Adv. Spring (F) |
| 3 | Basketball HS Boys Asst. | 11 | Prom Advisor (C) |
| 7 | Basketball HS Boys Freshmen | 13 | Prom Asst. Adv. (C) |
| 1 | Basketball HS Boys Head | 10 | Show Choir Coach |
| 3 | Basketball HS Girls Asst. | 7 | Soccer Boys Asst. |
| 7 | Basketball HS Girls Freshmen | 3 | Soccer Boys Head |
| 1 | Basketball HS Girls Head | 7 | Soccer Girls Asst. |
| 8 | Basketball JH Boys Asst. | 3 | Soccer Girls Head |
| 7 | Basketball JH Boys Head | 7 | Softball Asst. |
| 8 | Basketball JH Girls Asst. | 3 | Softball Head |
| 7 | Basketball JH Girls Head | 10 | Student Council HS Adv. (A) |
| 7 | Bowling Boys Head | 11 | Student Council HS Asst. Adv. (A) |
| 7 | Bowling Girls Head | 11 | Student Council JH Advisor (B) |
| 9 | Building Technology Assistants (6) | 12 | Student Council JH Asst. Adv. (B) |
| 9 | Cheerleading HS Asst. BB | 7 | Swimming Head |
| 9 | Cheerleading HS Asst. FB | 7 | Tennis Boys Head |
| 8 | Cheerleading HS Head BB | 7 | Tennis Girls Head |
| 8 | Cheerleading HS Head FB | 7 | Track HS Boys Asst. |
| 9 | Cheerleading JH BB Adv. | 3 | Track HS Boys Head |
| 9 | Cheerleading JH FB Adv. | 7 | Track HS Girls Asst. |
| 13 | Class Advisor Freshmen | 3 | Track HS Girls Head |
| 13 | Class Advisor Juniors | 2 | Track HS Head Combined* (w/ 3 Asst) |
| 11 | Class Advisor Seniors | 8 | Track JH Asst. (3) |
| 13 | Class Advisor Sophomores | 6 | Track JH Head Combined |
| 7 | Cross Country Head | 13 | Trip Coordinator JH |
| 6 | Department Chair 2-3 teachers | 1 | Video Production - District |
| 5 | Department Chair 4-6 teachers | 7 | Volleyball HS Asst. |
| 4 | Department Chair 7+ teachers | 7 | Volleyball HS Asst. Freshmen |
| 3 | Football HS Assistant (5) | 3 | Volleyball HS Head |
| 1 | Football HS Head | 8 | Volleyball JH Asst. |
| 8 | Football JH Asst. (3) | 7 | Volleyball JH Head |
| 7 | Football JH Head | 8 | Weight Room Fall |
| 13 | Freshman Focus (10) | 8 | Weight Room Spring |
| 7 | Golf Boys Head | 8 | Weight Room Winter |
| 7 | Golf Girls Head | 6 | Wrestling HS Asst. |
| 13 | In The Know Advisor | 2 | Wrestling HS Head |
| 8 | Music Elementary | 9 | Wrestling JH Asst. |
| 7 | Music Instrumental Asst. (D) | 7 | Wrestling JH Head |
| 4 | Music Instrumental (D) | 8 | Yearbook HS Advisor 1 |
| 12 | Music Majorette Advisor | 8 | Yearbook HS Advisor 2 |
| 6 | Music Secondary Vocal | 10 | Yearbook JH |
| 13 | NHS HS Advisor (2) | | |
| 13 | NHS JH Advisor | | |
| 8 | Play HS Advisor Fall (E) | | |
| 8 | Play HS Advisor Spring (F) | | |

Appendix E:

Record of Absence Form
URBANA CITY SCHOOLS
RECORD OF ABSENCES – CERTIFIED/CLASSIFIED

Employee Name _____

Building _____ Classification _____
 (bus driver, teacher, admin, etc.)

Payroll Period _____

| Reason For Absence | Total Days | Date of Absences | To be completed by the employee within 24 hours after returning to work, signed and turned into your building principal or immediate supervisor |
|--|------------|------------------|---|
| SICK LEAVE Please complete information on reverse side of form | | | |
| PERSONAL LEAVE OR EMERGENCY LEAVE | | | |
| UNEXCUSED LEAVE | | | |
| VACATION | | | |
| EXCUSED LEAVE (PROF. CONFERENCE) | | | |
| JURY DUTY | | | |
| OTHER: | | | |

I certify the above reason and the information initialed on the reverse of this form to be true statements.

 Signature of Employee

 Signature of Authorizing Principal/Supervisor

SUBSTITUTE REPORT

NAME _____ DATE(S) WORKED _____
 _____ a.m. _____ p.m.

NAME _____ DATE(S) WORKED _____
 _____ a.m. _____ p.m.

NAME _____ DATE(S) WORKED _____
 _____ a.m. _____ p.m.

Appendix E (continued)

Uses of Sick Leave – Certificated Staff

Please initial the applicable reason for use of sick leave as identified in the collective bargaining agreement.

- _____ 1. Personal illness, pregnancy, adoption, injury, or exposure to contagious diseases.
- _____ 2. Illness, pregnancy, or injury of a spouse or minor child.
- _____ 3. Illness or injury to parents, adult children, grandchildren, grandparents, mother-in-law, father-in-law, brother, sister, or another person who assumes a similar relationship to employee as identified here:_____.
- _____ 4. Due to the death of a relative or person listed in reason 2 or 3.

Appendix F: Scenarios: Use of Leaves of Absence for Childbirth/Adoption

Sick Leave (with pay)

In most instances an individual will be granted sick leave with pay (pursuant to Article 22) following the birth (adoption) of a child. Leave addition to the initial segment is available if necessary for medical reasons (Article 22, Section D).

If additional sick leave with pay is necessary then written verification from the medical provider may be required by the Board.

Family & Medical Leave Act (FMLA)

Up to twelve weeks in a twelve-month period may be taken pursuant to the FMLA for the following reasons:

The birth of a child and/or to care for the newborn child within one year of the child's birth;

The placement of an adopted child or foster child with a member and/or to care for the newly placed child within one year of the child's arrival;

A serious health condition affecting the member's spouse, child, parent, for which the member is needed to provide care, or;

A serious health condition that prevents the member from performing the functions of her/his job.

In such cases where a member has an account balance of sick leave (with pay), FMLA leave will be deducted concurrently with sick leave (with pay). If a member has an account balance of less than twelve weeks of sick leave (with pay), but continues to need additional leave, then the remaining leave up to the twelve weeks under FMLA will be allotted without pay.

Leave Balances

Individual's leave balances are only charged for the use of a particular leave(s) for days during the school year during which they are contracted to work (i.e. see Article 17). Days declared by the Board as 'calamity days', winter and spring recess days, and holidays observed by the Board during the school year (other than those which may occur during winter and spring recesses)* when school is not in session are not charged against individuals' leave balances.

Therefore, if such leave commences within twelve weeks of the end of a school year, and an individual desires not to return to her/his position at the beginning of the succeeding school year due to the same FMLA reasons, she/he may be required to provide medical verification of the need to continue to take sick leave (with or without pay) for the succeeding school year or a portion thereof.

*Such as: Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Martin Luther King Day, Presidents Day, Memorial Day. Refer to the official annual calendar adopted by the Board for each school year.

Leave of Absence Without Pay

Such leave is provided pursuant to Article 23. Unless specified otherwise (such as Article 23, Section C and Article 22, Section G), if the individual wants to continue to receive the Board provided health insurance, she/he is responsible for the entire monthly premium amount (at the group rate) for the duration of such leave without pay.

Sick Leave Donation Procedure

Sick Leave with pay is available through donation of bargaining unit members under conditions that are strictly defined in Article 22, Section G. Such conditions are not intended to extend paid leave for individuals who desire to continue to care for their children unless such circumstances fall within the parameters described in Article 22, Section G.

| | |
|--|--|
| <p>Informal Step</p> <p>Date of Informal Discussion with Supervisor _____</p> <p>Resolution at Informal Step? _____ Yes _____ No</p> | <p>The Grievant shall use the Informal Step to Attempt to resolve the grievance prior to initiating step 1. The Grievant has all rights to representation afforded during the formal grievance procedure.</p> |
| <p>Step One – Immediate Supervisor</p> <p>Date of filing of Step One Conference Request:</p> <p>_____</p> <p>Date of Step One Conference:</p> <p>_____</p> <p>Date of Step One Response:</p> | <p>If not resolved at the Informal Step, The Grievant must file this request for Step One grievance hearing within 21 days of the occurrence of the event giving rise to the grievance, or when the Grievant reasonably should've been aware of the event. The Step One response must be given within 10 days of the step one conference.</p> |
| <p>Step Two – Superintendent</p> <p>Date of filing of Step Two Conference Request:</p> <p>_____</p> <p>Date of Step Two Conference:</p> <p>_____</p> <p>Date of Step Two Response:</p> | <p>If not resolved at the Step One, The Grievant must file this request for Step Two grievance hearing within 10 days of the Step One Response. The Step two meeting must occur within 10 days of the filing of this request. The Step Two response must be delivered to both the Grievant and the Association President within 10 days of the Step Two meeting.</p> |
| <p>Step Three – Board of Education</p> <p>Date of filing of Step Three Conference Request: _____</p> <p>Date of Step Three Conference: _____</p> <p>Date of Step Three Response: _____</p> <p>Grievance Response _____ Granted _____ Denied</p> <p>(Attach Response)</p> | <p>If not resolved at the Step Two, The Grievant must file this request for Step Two grievance hearing within 14 days of the Step Two Response. The step three meeting shall occur and response shall be delivered to the Grievant within 14 days of the request of the Step 3 hearing.</p> |
| <p>Step Four – Mediation Grievant elects to forgo Mediation per Art. 16 _____</p> <p>Date of filing of Step Four Mediation Request:</p> <p>_____</p> <p>Date of Step Four Mediation:</p> <p>_____</p> | <p>If not resolved at the Step Three, The Grievant must file this request for Mediation with FMCS within 14 days of receipt of Step 3 response. If the grievance pertains to wages the Grievant may forgo mediation per Article 16 and move to Step 5. Mediation shall conclude within 30 days of the date of the request.</p> |
| <p>Step Five – Binding Arbitration</p> <p>Date of filing of Step Five request</p> <p>_____</p> | <p>If not resolved at the Step Four, or if Step Four is declined per Article 16, the Grievant may request binding arbitration to resolve the grievance. Request for arbitration must occur within 10 days of the completion of Mediation, or Mediation was declined, with 10 days of Step 3 response.</p> |

Teacher Performance Evaluation Rubric

The **Teacher Performance Evaluation Rubric** is intended to be scored holistically. This means that evaluators will access which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

| INSTRUCTIONAL PLANNING | | | | | |
|------------------------|--|--|--|--|--|
| | | Ineffective | Developing | Skilled | Accomplished |
| INSTRUCTIONAL PLANNING | <p>FOCUS FOR LEARNING (Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p> | <p>The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.</p> | <p>The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.</p> | <p>The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.</p> | <p>The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.</p> |
| | Evidence | | | | |

| INSTRUCTIONAL PLANNING | | | | | |
|------------------------|--|--|--|--|--|
| | | Ineffective | Developing | Skilled | Accomplished |
| INSTRUCTIONAL PLANNING | <p>ASSESSMENT DATA (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p> | <p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>The teacher does not use or only uses one measure of student performance.</p> | <p>The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.</p> <p>The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.</p> | <p>The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.</p> <p>The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.</p> | <p>The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.</p> <p>Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.</p> |
| | Evidence | | | | |

| INSTRUCTIONAL PLANNING | | | | | |
|------------------------|--|---|--|---|---|
| | | Ineffective | Developing | Skilled | Accomplished |
| INSTRUCTIONAL PLANNING | <p align="center">PRIOR CONTENT KNOWLEDGE/SEQUENCE/ CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p align="center"><i>Sources of Evidence:</i> Pre-Conference</p> | <p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p> | <p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p> | <p>The teacher makes clear and coherent connections with students' prior knowledge and future learning - both explicitly to students and within the lesson.</p> | <p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> |
| | Evidence | | | <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p> | <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p> |

| INSTRUCTIONAL PLANNING | | | | | |
|------------------------|---|---|--|--|---|
| | | Ineffective | Developing | Skilled | Accomplished |
| INSTRUCTIONAL PLANNING | <p>KNOWLEDGE OF STUDENTS (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p> | <p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempt to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p> | <p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p> | <p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p> | <p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/ prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p> |
| | Evidence | | | | |

| INSTRUCTION AND ASSESSMENT | | | | | |
|----------------------------|---|---|---|--|---|
| | | Ineffective | Developing | Skilled | Accomplished |
| INSTRUCTION AND ASSESSMENT | <p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p> | <p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p> | <p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p> | <p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p> | <p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p> |
| | Evidence | | | | |

| INSTRUCTION AND ASSESSMENT | | | | | |
|----------------------------|---|--|--|---|--|
| | | Ineffective | Developing | Skilled | Accomplished |
| INSTRUCTION AND ASSESSMENT | DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations | The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate. | The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged. | The teacher supports through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group. | The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery. |
| | Evidence | | | | |

| INSTRUCTION AND ASSESSMENT | | | | | |
|----------------------------|--|--|--|--|---|
| | | Ineffective | Developing | Skilled | Accomplished |
| INSTRUCTION AND ASSESSMENT | RESOURCES (Standard 2: Content; Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations | Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students. | The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning. | Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students. | Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning. |
| | Evidence | | | | |

| INSTRUCTION AND ASSESSMENT | | | | | |
|----------------------------|--|--|---|---|--|
| | | Ineffective | Developing | Skilled | Accomplished |
| INSTRUCTION AND ASSESSMENT | <p>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p> | There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments. | The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students' questions or comments but does not inquire about their overall well-being. | The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students. | The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress. |
| | | There are no evident routines or procedures; students seem unclear about what they should be doing or are idle. | Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle. | Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom. | Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom. |
| | | Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged. | The teacher transitions between learning activities, but occasionally loses some instructional time in the process. | Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work). | Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations. |
| | | The teacher creates a learning environment that allows for little or no communication or engagement with families. | The teacher welcomes communication from families and replies in a timely manner. | The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning. | The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development. |
| | | Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately. | Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior. | A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective. | A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors. |

| INSTRUCTION AND ASSESSMENT | | | | | |
|----------------------------|----------|-------------|------------|---------|--------------|
| | | Ineffective | Developing | Skilled | Accomplished |
| | Evidence | | | | |

| INSTRUCTION AND ASSESSMENT | | | | | |
|----------------------------|---|---|--|--|---|
| | | Ineffective | Developing | Skilled | Accomplished |
| INSTRUCTION AND ASSESSMENT | <p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p> | <p>The teacher does not routinely use assessments to measure student mastery.</p> | <p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> | <p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> | <p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> |
| | | <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> | <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.</p> | <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p> | <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> |
| | | <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> | <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> | <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> | <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> |
| | | <p>The teacher does not provide students with feedback about their learning.</p> | <p>Students receive occasional or limited feedback about their performance from the teacher.</p> | <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p> | <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and</p> |

| INSTRUCTION AND ASSESSMENT | | | | | |
|----------------------------|----------|-------------|------------|---------|---|
| | | Ineffective | Developing | Skilled | Accomplished |
| | | | | | behaviors in relation to student success. |
| | Evidence | | | | |

| PROFESSIONALISM | | | | | |
|-----------------|---|---|--|--|--|
| | | Ineffective | Developing | Skilled | Accomplished |
| PROFESSIONALISM | <p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-Conference; Post-Conference; daily interactions with others</p> | <p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p> | <p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p> | <p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p> | <p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.</p> |
| | Evidence | | | | |