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MASTER AGREEMENT

between the

**NORTH UNION LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

NORTH UNION EDUCATION ASSOCIATION OEA/NEA

July 1, 2021 through June 30, 2024

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GENERAL PROVISIONS

PART I

ARTICLE 100-RECOGNITION

- 101 The North Union Local Board of Education, hereinafter referred to as the "Board," recognizes the North Union Education Association, OEA/NEA, hereinafter referred to as the "Association," as the sole and exclusive bargaining agent for all regular contract non-certificated employees in the school District as defined in ORC and all full-time and regular part-time certificated teachers.
- 102 Excluded from the bargaining unit are all casual and seasonal employees, all substitute employees, supervisors, confidential employees, professional management-level employees, and other administrative personnel as defined and excluded in Chapter 4117 of the Ohio Revised Code, Superintendent, Director of Special Education, Chief Academic Officer, Food Service Director, Director of Curriculum and Instruction, Principals, Athletic Director/Administrator,* Treasurer of the Board, Assistant Treasurer, Clerical Assistant, Payroll Clerk, Administrative Assistant to the Superintendent, home instruction tutors, in-school suspension monitors, EMIS Coordinator, Director of Technology, Assistant Director of Technology, Assistant Technology Coordinator, and two (2) hour aides.

*When the Athletic Director position is held by a teacher, the teacher will be a member of the bargaining unit included pursuant to Section 101 above.

- 103 As required by ORC Section 3302.10(P), the parties incorporate into this contract the provisions of ORC Section 3302.10 regarding academic distress commissions. ORC Section 3302.10 will have no effect on any provision of this contract unless the district would meet requirements of state law for the superintendent of public instruction to establish an academic distress commission for the district. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with this Agreement intact.

PART I

ARTICLE 200-NEGOTIATION PROCEDURE

- 201 Negotiable matters will be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this agreement.
- 202 Negotiation teams - No more than five (5) representatives or designees of the Board, the Superintendent or his/her designated representative, and no more than five (5) representatives named by the Association shall comprise a joint committee for the purpose of negotiating. Each team may retain the service of a professional

representative in addition to the five (5) team members. All negotiations shall be in executive session and exclusively between said representatives/designees.

- 203 Upon the written request of the Association or the Board made not more than ninety (90) days before expiration of this agreement, the designated representatives shall call for an initial meeting of the negotiating teams to take place no later than fifteen (15) work days from initial written request. The purpose of this initial meeting will be to exchange proposals and discuss agenda items. Thereafter, negotiation meetings shall be held at such times and places as are agreed to by the members of the negotiating teams.
- 204 The Board agrees to furnish the Association upon prior written request, all routinely available public information concerning financial resources of the District and such other information that is specifically requested by the Association. Consultant(s) may be used by either party. The sole purpose of consultants will be to provide information pertinent to negotiations. The expenses of said consultant(s) shall be borne by the retaining party.

205 AGREEMENT

- 205.01 As issues are discussed and tentative agreement reached, said items shall be reduced to writing and initialed by a representative of each team.
- 205.02 When a tentative settlement is reached, it will be reduced to writing by the teams and submitted to membership of the Association and, if approved, thereafter to the Board for approval.
- 205.03 If either the Board or the Association does not approve the tentatively approved items, the negotiations teams shall meet immediately to resume negotiations for five (5) additional days. If tentative agreement is not reached with these five (5) days, those items yet to be resolved shall be submitted to impasse. During the period of negotiations, all applicable provisions of this negotiation procedure will be followed.
- 206 Items previously negotiated and approved by the Association and the Board and which are not contained in the negotiations agenda shall become a part of the successor Negotiated Contract and shall contain an effective date the same as that of any successor Negotiated Contract reached between the parties.
- 207 After the initial session, item(s) added to the agenda shall be mutually agreed to by both teams.
- 208 The initial session and all future sessions shall not adjourn until a time, place and date have been established for the next negotiation session.

- 209 Either team may call for a caucus during a negotiations session. A caucus shall be for a period of no more than thirty (30) minutes unless otherwise mutually agreed.
- 210 Impasse - The parties mutually agree to use the service of a mediator from the Federal Mediation and Conciliation Services in the event that either party declares an impasse.
- 211 News Releases - Reports pertaining to negotiations will not be issued to the public or the news media by either party until the impasse procedure has been concluded.

PART I

ARTICLE 300-MEMBER OF THE BARGAINING UNIT AND ASSOCIATION RIGHTS

300 ASSOCIATION RIGHTS

- 301.01 The Board hereby agrees that eligible employees of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under the law of the State of Ohio, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any member of the bargaining unit in the employment of any rights conferred by this Agreement or the laws of this State; that it will not discriminate against any member of the bargaining unit with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.
- 301.02 The President of the Association or his designees shall have the right to visit all schools and facilities in the District for the purpose of carrying out Association business. In no event shall such visits interfere with or interrupt normal school operations.
- 301.03 The Board will make available to the Association names and addresses of any new members of the bargaining unit after Board action employing such members of the bargaining unit. Such information will be provided within ten (10) work days of receipt of the Association's written request. Such information shall be only for the private use of the Association.

301.04 Any representative of the Association on his or her planning period shall be permitted to transact Association business on school property at reasonable times provided that this shall not interfere with or interrupt the normal school operations. This means for communications and delivery of Association business. Buildings may be used by the Association with approval of building principal/Superintendent for time and date.

301.05 The Association may use the District's school delivery system service and teachers' mailboxes for communications to members of the bargaining unit. NUEA name will appear on all Association's hand-outs.

301.06 The Board will furnish the Association information related to its financial and educational operation. Such information will be provided within ten (10) work days of receipt of the Association's written request; provided however, nothing herein shall require the Board to provide anything other than public records or to specially prepare such information except as such information is prepared in the Board's ordinary course of business. The first one hundred (100) pages of such information will be provided to the Association without charge in the year this agreement will expire to allow the Association to prepare for negotiations of a successor agreement. Additionally, the Association will be provided one free copy of the financial documents provided to the Board of Education each month.

301.07 The Board will advise the president or representative of the Association of any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration.

301.08 The Board shall place on the agenda of each regular Board meeting under "New Business" any matters brought to its consideration by the Association so long as these matters are made known to the Superintendent's office seven days prior to said regular meeting.

301.09 The rights granted herein to the recognized Association shall not be granted or extended to any competing labor organization.

301.10 **POLICY OR POLICY CHANGE**

301.10.01 The Board shall provide a policy manual for the Association. Each new policy enacted by the Board shall be provided to the Association for inclusion in the policy

manual within two (2) weeks following the day acted upon by the Board.

301.10.02 Policy or policy change shall in no way violate the provisions of the contract between the Board and the Association.

301.10.03 The Association President shall be given notice of any change in current policy. If requested, the Superintendent shall meet with the Association President to discuss the proposed change before the regularly scheduled meeting of the Board where such change is to be acted upon.

301.10.04 The Association President shall be given annually, prior to October 1, a copy of all bargaining unit member job descriptions, and shall be given notice of any changes in member job descriptions.

301.11 BUILDING HANDBOOKS

301.11.01 Handbooks prepared by individual building administrators shall contain no rule, procedure or guideline that violates any provision of the contract.

301.11.02 Where provisions of the handbook violate provisions of the contract, the contract provisions shall prevail and the provision in the handbook shall be expunged.

301.12 REGULATIONS AND GUIDELINES

301.12.01 The Association shall be provided with a copy of all regulations and guidelines as they become available.

301.12.02 Regulations and guidelines shall not violate any provision of the contract. Where such violation exists, the provision of the contract shall prevail.

301.13 The Association may use the District's e-mail service to send Association meeting notices and membership reminders to bargaining unit members. Association use of this service shall comply with all Board policies and regulations governing such use. E-mail may not be used for the degradation of members, Administration, or Board Policy.

The Association understands that access to the District's e-mail service is a privilege, not a right, and as such the Board may revoke it at any time and for any reason. Access to or use of the District's e-mail service shall not be subject to Part 1, Article 500 – Grievance Procedure.

302 MEMBER OF THE BARGAINING UNIT RIGHTS

- 302.01 The provisions of this agreement shall be applied in a nondiscriminatory manner.
- 302.02 Unless otherwise amended in this contract, members of the bargaining unit shall be ensured all rights and privileges granted by law.
- 302.03 Bargaining unit members shall be guaranteed the right to examine and review their "Official" personnel file and add pertinent comments as addressed in the statutes provided by the Ohio Revised Code. The "Official" file shall be kept in the Superintendent's office. As directed by the Ohio Revised Code and Federal statutes said file shall include but not be limited to the following items: recommendations, evaluations, transcripts, and employee reprimands. A request for an appointment is all that is necessary to review files.
 - 302.03.01 After reviewing his/her file, a bargaining unit member may challenge the accuracy or timeliness of anything contained in the file. This should be done in writing and in no more than one-hundred (100) words.
 - 302.03.02 Anonymous documents will not be placed in a bargaining unit member's personnel file. Documents placed in the personnel file, except for routine informational documents (e.g., transcripts, certificates, etc.), will be dated and signed by the person who created the document or causes it to be placed in the file. A copy of such non-routine documents will be provided to the bargaining unit member at the time it is placed in his or her personnel file.
- 302.04 Every member of the bargaining unit shall have an individually assigned mail box in which announcements, directories, notes and correspondence for such bargaining unit member is placed. Secretaries, cooks, educational aides, regular and itinerant teachers, custodians, bus drivers, sweeper/cleaners and cafeteria workers will have individual mail boxes in the teacher's lounge or workroom. Bus mechanics and bus drivers will have their mail boxes in the bus garage. Bargaining unit members are

expected to check these boxes regularly for important announcements, bulletins and other correspondence.

303 ASSOCIATION LEAVE

303.01 The cost of a substitute for delegates, approved by the North Union Education Association, to the OEA convention may be reimbursed through the Teacher Development Fund established under the Master Agreement, Part II, 1401.01 provided that monies remain in this fund at the end of the fiscal year to reimburse these costs. If no funds remain, the Association will reimburse the District for the cost of the substitutes.

PART I

ARTICLE 400-MANAGEMENT RIGHTS

401 The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States. The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract.

PART I

ARTICLE 500-GRIEVANCE PROCEDURE

501 DEFINITIONS

501.01 During the course of this agreement, problems may arise concerning the application, interpretation or understanding of provisions of this agreement.

501.02 A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the provisions of this agreement.

501.03 A "Group Grievance" shall be a grievance that affects more than one (1) employee in the bargaining unit.

501.04 "Grievant" shall mean the Association or employee(s) in the bargaining unit initiating a grievance.

501.05 Unless otherwise specified, "days" as referred to in this Article shall refer to days the administration office is open for business.

502 PROCEDURE

502.01 In the event a member of the bargaining unit believes there is a basis for a grievance, the member of the bargaining unit shall, as the first step, have an informal discussion with his or her immediate supervisor or, for employees permanently assigned to school buildings, his or her principal, in an effort to resolve the concern. Certificated bargaining unit members assigned to more than one (1) building shall initiate the grievance process with the building principal directly connected to the concern.

501.02 If, as a result of the informal discussion with the immediate supervisor or building principal, a grievance still exists, the member of the bargaining unit may invoke the formal grievance procedure through the Association using the forms provided by the building representative (see Appendix for sample form).

502.03 All grievance hearings shall be held outside of the normal working hours of the grievant or grievants involved so as not to interfere with their responsibilities. A representative of the Association may accompany and represent the grievant at all steps of the grievance procedure.

503 STEP ONE Supervisor/Principal

503.01 A copy of the grievance form shall be delivered to the supervisor/principal. This must be done within fifteen (15) calendar days of the date of the problem causing the grievance.

503.02 Within five (5) days of receipt of the grievance, the supervisor/principal shall meet with the grievant to discuss the grievance. The supervisor/principal shall be the hearing officer. Within five (5) days of the hearing at step one, the supervisor/principal shall render his/her decision in writing and deliver a copy thereof to the grievant with the routing copy to the Association.

504 STEP TWO Superintendent

504.01 If a grievant is not satisfied with the decision at step one it shall be submitted to step two within ten (10) days of receipt of the step one decision or if no decision has been made, within ten (10) days of the step one meeting. Within ten (10) days of receipt of the request for the step two hearing by the Superintendent, a hearing shall be scheduled. The

Superintendent shall be the hearing officer and conduct the hearing. After the grievants and representatives have presented all facts and information relative to the grievance, and if no resolution is reached, the Superintendent shall issue a written disposition within five (5) days and deliver a copy to the Association.

504.02 If an agreement is reached, it shall be reduced to writing by the parties, dated and signed by the Superintendent, the grievant and the Association representative.

505 STEP THREE Mediation

505.01 If a grievance is not satisfactorily resolved at step two of the grievance procedure above, the Association may make a written request for mediation to the Superintendent within fourteen (14) calendar days after receipt of the Step Two (2) decision.

505.02 Within five (5) days after the written request for mediation, the Superintendent and Association shall attempt to agree upon a mutually acceptable mediator and shall obtain a commitment from said mediator to serve. If the parties are unable to agree upon a mediator or to obtain such a commitment within a specified period, a request for a mediator shall be made jointly to the Federal Mediation and Conciliation Service (FMCS).

505.03 The mediator shall schedule a mediation conference on the earliest date available. Mediation conferences will be conducted informally. No record of the conference will be made and everything said at the mediation conference by the parties and their representatives will be regarded as settlement discussions. All communications during a mediation conference are confidential and cannot be disclosed by the mediator or the parties. In the event that a grievance which has been mediated is not resolved, nothing said or done during any mediation conference may be referred to or used against either party at subsequent proceedings.

505.04 The mediator has no authority to compel the resolution of a grievance and he or she shall not issue a decision and/or recommendation without the express written agreement of both parties.

505.05 If the parties resolve the grievance through mediation, they shall reduce the terms of their settlement agreement to writing. Unless the Board and Association agree otherwise, the resolution of the grievance through mediation shall be on a "No Precedent" basis.

505.06 The costs for the service of the mediator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

506 STEP FOUR Board

506.01 If the parties are unable to resolve the grievance with mediation, then the grievant may appeal the issue to the Board. The grievance shall be transmitted to the Board by filing a written copy thereof with the President of the Board, within ten (10) days of the final mediation session.

506.02 The Board shall meet with the Association representatives on the grievance no later than its next regular meeting, provided that the grievance has been appealed to step four at least two (2) calendar weeks prior to the next regular meeting. The Board shall schedule the step four hearing for the following month's regular meeting if the grievance is not appealed within two (2) calendar weeks of the Board's regular meeting. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

507 MISCELLANEOUS

507.01 The failure of the grievant or Association to appeal any decision within the time lines shall constitute a waiver of the right to further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given. Any time limits established in the grievance procedure may be waived by mutual agreement of the parties.

507.02 The failure of the Board to respond to grievances within time-lines provided shall automatically forward the grievance to the next step.

507.03 All grievance hearings shall be held outside of the normal working hours of the grievant or grievants involved so as not to interfere with their responsibilities. A representative of the Association may accompany and represent the grievant at all steps of the grievance procedure.

507.04 In the event there is a grievance which involves a number of members of the bargaining unit in one or more schools it may be submitted as a group grievance by the Association and may be instituted at Step 2 of the grievance procedure if the Association so elects. The members of the

bargaining unit involved in the grievance will be named on the grievance forms.

PART I

ARTICLE 600-BARGAINING UNIT MEMBER PROTECTION- STUDENT DISCIPLINE-COMPLAINTS

601 BARGAINING UNIT MEMBER PROTECTION

601.01 A member of the bargaining unit may use such force and/or action as is necessary for self-protection or to prevent injury to a student.

602 COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT

602.01 Whenever there is an alleged complaint by a parent, agency or by any member of the public in general which seriously reflects upon the performance or character of any member of the bargaining unit, the Administration shall make the member aware of the alleged complaint. The Administration may secure information relating to the alleged complaint from that member of the bargaining unit.

602.02 If such complaint could likely become a matter of formal record, the complaint will be put in writing before any other step of this procedure is taken. All written complaints will be fully investigated. Any complaint not put in writing shall be deemed void.

602.03 Upon receipt of the written complaint, the Superintendent or designee shall provide the complaining party with a copy of these procedures. The Superintendent or designee shall meet with the member of the bargaining unit involved and establish a conference date in an attempt to resolve the concern. The member of the bargaining unit shall be provided a copy of the written complaint.

602.04 At all steps of this procedure the member of the bargaining unit shall be treated with the established tenet that a person is innocent until proven guilty.

602.05 An Association representative may accompany the member of the bargaining unit at all steps of this procedure, at the request of the member of the bargaining unit.

602.06 At the conclusion of the conference, the Superintendent or designee shall summarize the conference, provide a copy of the summary to the member of the bargaining unit and take whatever action deemed appropriate to conclude the matter. In all cases no employee shall be subject to any form of discipline without just cause.

602.06.01 Just cause shall be defined as any of the following reasons in Ohio law; violation of written rules and regulations set forth by the Board of Education for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of public or others, neglect of duty, violation of rule(s) and/or regulation(s), failure of good behavior, or any other act of misfeasance, malfeasance or nonfeasance.

PART I

ARTICLE 700-SICK LEAVE

700 ACCUMULATIVE SICK LEAVE

701.01 Each regular member of the bargaining unit may accumulate sick leave at the rate of one and one-fourth (1 $\frac{1}{4}$) days per month of completed employment up to a maximum of two hundred eighty (280) days.

701.02 Sick leave shall be accumulated on the basis of twelve (12) calendar months of employment per year for full-time employees.

701.03 Sick leave credit accumulated in other school districts and/or Ohio Public Agencies shall be transferred from any other school district as prescribed and limited by Section 143.29 of the Revised Code of Ohio up to one hundred eighty (180) days. A certificate of accumulated sick leave must be presented to the Treasurer of the Board prior to the commencing of employment.

701.04 Official records of accumulated sick leave shall be kept. The days accumulated are transferable to other schools or Ohio Public Agencies.

701.05 If a person is employed during the school year, he shall be credited with days of sick leave in proportion to the fractional part of his term which remains, at the rate of one and one-quarter (1 $\frac{1}{4}$) days per month.

701.06 The Board shall advance a maximum of five (5) days sick leave per school year to all bargaining unit members.

702 SICK LEAVE USES

702.01 Sick leave may be used for personal illness, medical appointments, injury, exposure to contagious diseases, pregnancy, or for illness or death in the immediate family. It is understood that if an employee has used sick leave for three or more consecutive absences, a written medical excuse will be provided. In addition, in the event of an accident or major illness, a medical doctor must provide written permission for the employee to return to work.

702.02 Absence due to illness or death in the immediate family is limited to fifteen (15) school days per year. An exception could be made here for additional or fewer days as approved by the Superintendent or Board.

702.03 In accordance with this contract, "standard" pregnancy leave is considered to be six weeks following a natural delivery and eight weeks following a caesarean section delivery. Any days prior to delivery or following standard pregnancy leave must have written documentation of medical necessity from a medical doctor. The term "pregnancy" among those reasons for which an employee may be granted sick leave would indicate that the statute allows absences for any disability occurring due to pregnancy and such disability naturally includes a period of time before birth and one afterward for recuperation, the exact length of which is a matter for medical rather than administration determination (1974 O.A.G. 74-022).

702.03.01 Upon written request on a form developed by the labor relations committee, a pregnant member may get an additional five (5) day advance beyond 701.06. If the member decides to leave the district, a two (2) months' notice must be given before their final paycheck, it is understood that any days left of unpaid forwarded sick leave will be owed to the district in the amount as stated as their daily contractual rate for that given school year. The member would be responsible for any and all costs associated with recovery of funds.

702.04 A bargaining member may use sick leave under FMLA for the number of days as prescribed in writing by a medical doctor, provided the employee has that number of sick leave days already accumulated. FMLA will start the first day of sick leave used and depending on the number of FMLA days requested by the member, could involve sick leave, personal days, board advanced days, and deduct days.

703 REIMBURSEMENTS

703.01 On the completion of the school year and no later than July 15, the employee may request from the Board to be reimbursed for unused personal days as prescribed by the schedule listed below:

703.01.01 If the employee uses no sick leave and unrestricted personal leave the employee will be reimbursed for three (3) days by the Board.

703.01.02 If the employee uses two (2) sick days or one (1) sick day and one (1) unrestricted personal day, the employee will be reimbursed for two (2) days by the Board.

703.01.03 If the employee uses three (3) sick days or two (2) sick days and one (1) unrestricted personal day, the employee will be reimbursed for one (1) day by the Board.

703.01.04 All reimbursements shall be made at the bargaining unit member's per diem rate.

704 SICK LEAVE BANK

704.01 On May 15 of each school year, the Central Office shall distribute a "call for donors" statement to all bargaining unit members for donations of days for use by employees in the subsequent school year. A maximum of five (5) days per employee may be donated to the Sick Leave Bank. (See Appendix XIV). The Central Office will make a call at the beginning of each school year, if the total Sick Leave Bank days are below six hundred (600).

704.02 If at any point the number of days in the Sick Leave Bank is less than twenty-five (25) days, a second call for donations will be made by the Central Office. Employees that have not given the maximum allowable number of days for the applicable school year may donate the number of days of sick leave remaining available. All employees may donate one (1) day of personal leave.

704.03 Any unused personal leave days on May 15th may similarly be donated to the Sick Leave Bank at the option of the employee. Treasurer's Office shall verify remaining personal days after the school year has been completed. If days donated is higher than actual days available, only days available will be donated. Transfer will take place in June or July.

704.04 A bargaining unit member under a physician's care who has exhausted all of his/her accrued sick leave and has been advanced five (5) days as allotted in 701.06 as a result of a debilitating personal illness or injury, excluding illness or injury related to elective surgical procedures, may be granted additional sick leave days only in the event of a catastrophic illness or injury. Such additional sick leave days shall accrue through the donation of accumulated unused sick leave by other bargaining unit members who volunteer to do so in accordance with the provisions contained herein. The Central Office shall request a statement from the employee as to the reason additional sick leave is needed.

704.05 Sick Leave Bank may be used by a member of the bargaining unit for personal illness or for the illness of a spouse or dependent child, if such request is approved by both the Superintendent and Association President. Each employee has a lifetime maximum Sick Leave Bank benefit of one hundred twenty (120) days, unless additional days are approved by the Superintendent.

704.06 If the Superintendent and Association President do not agree, the employee's request for Sick Leave Bank will be submitted to the Sick Leave Bank Committee. The Sick Leave Bank Committee shall consist of three (3) members of the bargaining unit appointed by the Association and three (3) Administrators appointed by and including the Superintendent. In order to approve a request for Sick Leave Bank, a majority vote of the Committee is required.

704.07 Sick Leave Bank days may not be used to extend a maternity/paternity leave unless a catastrophic medical complication is documented by a physician.

704.08 Sick Leave Bank days may not be used to delay the disability retirement of a bargaining unit member. The Board has the right to request the employee to have a disability evaluation before Sick Leave Bank is administered.

704.09 An employee using donated sick leave shall not earn or accrue any sick leave under Section 701.01.

PART I

ARTICLE 800-OTHER LEAVES OF ABSENCE

801 PERSONAL

801.01 The Board in recognition of the personal nature of this type of leave, and that emergencies do arise from time to time that cannot otherwise be resolved after school hours, and that the Board further recognizes that the loss of pay to attend to these matters can pose an additional burden on the member of the bargaining unit, shall grant three (3) days annually of unrestricted personal leave to each member of the bargaining unit. The maximum number of staff allowed to use a personal day is nine (9) on any given day. The Superintendent also has the ability to not allow personal days on days that fifteen (15) or more absences of any kind have been scheduled. The Superintendent has the authority to approve additional requested personal days on closed days in extreme situations.

801.02 Twenty-four (24) hours advance notice shall be given to use personal leave except in the case of an emergency, where twenty-four (24) hour notice is not possible.

801.03 Only one (1) personal leave day may be taken after April 30th except in the case of emergencies approved by the Superintendent.

801.04 No personal leave days shall be granted the last two (2) days of school with students.

801.05 Any unused personal days can be converted to sick leave (Part 1, Article 700) if the bargaining unit member has also used less than seven (7) days of sick leave in the same fiscal year. Such conversion shall be requested by an employee by submitting a mutually agreed-upon form to the Treasurer by July 15th of the applicable year.

802 PROFESSIONAL MEETINGS

802.01 Requests to attend meetings shall be made to the Superintendent in the appropriate electronic means at least ten (10) days in advance of the meeting. Members of the bargaining unit shall be informed of the action taken on their requests as soon as possible. If the request is rejected, the member will be given the opportunity to meet with the Superintendent to discuss the rejection. All professional leave is subject to the approval of the Superintendent.

802.02 The Board shall pay for a substitute when the member of the bargaining unit is attending a convention. A duly elected delegate of a professional organization shall receive special consideration.

802.03 The Board shall pay for a substitute when the member of the bargaining unit is attending a workshop or instructional-type meeting.

802.04 Employees working on alternate work-related assignments shall be considered to be on professional leave not a "deduct" day.

802.05 Employees who coach will be permitted one (1) professional day to attend a related clinic as well as one (1) professional day to attend state tournament. At the discretion of the athletic director and the Superintendent, the state tournament day may be traded for an additional clinic day. Employees who coach more than one (1) sport will be permitted one (1) additional professional day to attend related clinic. Any additional fees and/or supplies must be approved by the athletic department through the purchase order process. If additional costs are approved by the athletic department, funds must be made available for these costs by the athletic department.

803 SCHOOL RECESS

803.01 A major school recess can only be extended one day due to personal or professional leave per school year. A major recess shall include Thanksgiving, Christmas, Easter, or summer vacation with the following exception: No personal leave days shall be granted the last two (2) days of school with students.

804 MATERNITY/ADOPTIVE LEAVE

804.01 Eligibility: A member of the bargaining unit who is pregnant and/or any male or female adopting a child less than one (1) year old may be granted, upon completion of the proper requests, a leave of one (1) full school year and the balance of the year in which the "leave" commences. All such leave shall be without pay.

804.02 Application: Application for the "leave" shall be submitted to the Superintendent at least thirty (30) days prior to the beginning date of the requested leave. A "leave" request must be accompanied by a statement from the attending physician indicating a tentative birth date, or from the adoption agency indicating the anticipated date of adoption.

804.03 Reinstatement: The member of the bargaining unit shall notify the Superintendent in writing of his/her intention to return to service by March 1 of the year prior to return.

804.04 In its leave provisions, the Board shall comply with the Family and Medical Leave Act.

805 SHORT TERM MEDICAL LEAVE OF ABSENCE

805.01 Sick leave may be used by members of the bargaining unit for the treatment of alcoholism or other drug addiction under a supervised plan by a medical doctor.

805.02 Alcoholism shall be recognized as a disease as shall addiction to drugs, prescription or non-prescription.

805.03 No member of the bargaining unit shall be terminated or otherwise discharged for undergoing medically supervised treatment for alcoholism or drug addiction.

805.04 Upon completion of treatment and the presentation of the doctor's certification of the member of the bargaining unit's ability to resume duties, such member shall be returned to duty.

805.05 A leave of absence without pay shall be granted in-lieu of using sick leave to undergo medically supervised treatment, if the member of the bargaining unit has exhausted accumulated sick leave or wishes to preserve it.

805.06 When, through the evaluation procedure, a member of the bargaining unit is failing to demonstrate acceptable performance, and when such unacceptable performance is highly likely by evidence to be caused by alcoholism or drug addiction, the Board may demand that the member of the bargaining unit undergo a "fitness for duty" evaluation by a medical doctor selected and paid for by the district who may also be a psychiatrist.

806 ASSAULT LEAVE

806.01 Any employee who cannot perform his/her duties because he/she was disabled physically by an injury due to an assault on his/her person while he/she was performing his/her duties where his/her attendance is required by the Board of Education, shall be eligible for assault leave up to a maximum of ten (10) days providing the two following criteria are met. (To be granted retroactive to the day of assault.)

806.01.01 Such assault leave will be granted only after the employee provides to the Board of Education documentation that said employee has filed legal charges in a court of law against the assailant for physical injury to his/her person.

806.01.02 Such assault leave will be granted only after the employee furnishes the Treasurer of the Board of Education a signed statement on forms prescribed by the Treasurer to justify the request for the use of the assault leave and shall include a certificate from the physician stating the employee's physical inability to perform his/her usual duties.

807 DEDUCT DAYS WITH BOARD PAID MEDICAL INSURANCE

807.01 Deduct days occur when an employee requests time off without compensation. All deduct days are subject to the approval of the Superintendent. All personal days must be taken before deduct days are given consideration. Should an employee elect to take more than two (2) consecutive deduct days the following will happen: If the employee is utilizing the North Union Family Medical Insurance then they will be charged seventy dollars (\$70.00) per day for their medical coverage. If the employee is utilizing the North Union Single Medical Insurance then they will be charged twenty-five dollars (\$25.00) per day for their medical coverage. The amount to be charged will be the total number of deduct days minus two (2) days times the medical insurance charge. (Example: 7 deduct days-2 days=5days x \$70=\$350 charged for medical coverage). This will be deducted from the employee's payroll. Employees that are approved for Family Medical Leave Act (FMLA) are exempt from this agreement.

PART I

ARTICLE 900-SAFETY POLICY

901 The health, welfare and safety of our students and employees is of the utmost importance to the Board.

902 It is the policy of the Board to strive for the highest possible safety standards. Safety does not occur by chance. It is the result of careful attention to all school operations by those who are directly and indirectly involved. Employees at all levels must work diligently to execute the Board's policy of maintaining a safe workplace.

903 We intend to prevent human suffering. Accidents, even minor ones, cause pain. Prevention of injury and illness is a goal well worth achieving.

904 It is, therefore, the responsibility of each and every school employee to report, in writing, any and all potentially unsafe conditions of the workplace. This report should be turned in to the employees' supervisor or the building administrator.

905 Once the employee has submitted this report, she/he will bear no responsibility for that unsafe condition.

906 Employees who are deemed at high risk of exposure to blood borne pathogens shall be offered Hepatitis B vaccination at Board expense. The employee has the right to refuse the vaccination but the refusal must be in writing.

PART I

ARTICLE 1000-UNSAFE OR HAZARDOUS CONDITIONS

1001 The decision as to whether or not to conduct outside recess on any given day, rests with the building principal.

1002 Generally, factors such as amount of wind and temperature need to be taken into account. However, when the outdoor temperature is below twenty-five (25) degrees Fahrenheit, no outdoor recess will be held.

1003 If the outdoor temperature is above twenty-five (25) degrees, it is the responsibility of the building principal/designee to determine if recess is out or in. It should be noted that weather conditions may differ from building to building.

1004 Every attempt will be made to keep inside building temperatures at a level above sixty degrees (60°) Fahrenheit.

PART I

ARTICLE 1100-WORKERS' COMPENSATION

1101 An employee who is injured in the line of duty shall be eligible to receive such compensation and expenses as prescribed by the Workers' Compensation laws of the State of Ohio.

1102 On the day of injury (unless prevented by such injury) the employee injured on the job must file an injury report at the Board Office. Subsequently, two copies of claimant's application for compensation must be prepared on forms provided by the Industrial Commission of Ohio and signed by the employee and the doctor in the case. Forms may be secured from the Board Office or building administrative office.

PART I

ARTICLE 1200-PAYROLL PROCEDURES

1201 PAY OPTIONS

1201.01 The district will be on 24 pay dates for each year of the current contract. The goal is to have pay days on the 10th and 25th of each month without too many days between pays. The schedule of pay dates will be sent out to all staff before the school year begins. Depending upon when the school year starts, new staff may start out their first year with 25 pays. July 1 contracts (custodians, VoAg teachers, technology staff, some central office staff) will be spread out from the second pay in July to the first pay in July of the following year with 24 pay dates. August 1 contracts (administrators and secretaries) will be spread out over the last pay in August through the first pay in July of the following year with 24 pay dates. All other contracts (teachers, aides, bus drivers, cooks, etc.) will be spread out from the first pay in September through the last pay in August of the following year with 24 pay dates. For the calculation of overtime, time sheets need to be turned in to the district office every two weeks. The schedule of when time sheets need to be turned in and when they will be paid will be sent to all staff before the school year begins.

1201.02 SUPPLEMENTAL CONTRACTS

1201.02.01 Members of the bargaining unit under supplemental contract can elect to be paid in accordance with 1201.01. Winter and spring coaching supplemental contracts may be paid from the start of the season (as defined by OHSAA rules) through the remaining pays of the current contract year. Sign-off sheets must be completed by the individual electing to have his/her pay spread out over the year. These sheets must be turned in and verified by the supervisor every pay period of the season. Yearlong supplemental contract holders/advisors will complete and submit the form for each pay period during the year.

1201.02.02 Lump sum payments may be elected and will be paid at the termination of the contract provided a sign off sheet is submitted by the principal and/or athletic director when the contract is completed verifying that all obligations have been met.

1201.02.03 DIRECT DEPOSIT

1201.02.04 All bargaining unit members will have their paychecks direct deposited into their bank of choice and will receive direct deposit information electronically. It is the employee's responsibility to inform the Treasurer's Office of any changes to their direct deposit information.

1202 PAYROLL DEDUCTIONS

1202.01 The Board shall make provisions for deductions in the following areas upon request (when optional) of the members of the bargaining unit:

State Teachers Retirement (STRS)/School Employees Retirement(SERS) "Buy-Back" Options
State Income Tax
Federal Withholding Tax
United Way
Dental
Vision
Aflac
Bank (Option)/Credit Union
Hospitalization
Current Tax-Sheltered Annuities
OEA Dues
Life Insurance (Available Voluntary Program)
Any other deductions allowable by law

1202.02 The Association shall provide the Treasurer of the Board with the list of names and authorization cards of the members of the bargaining unit who are to have membership dues deducted from their pay in twenty (20) equal installments beginning with the first pay in October. The Association shall provide this list of changes from the previous year, no later than ten (10) days before the first deduction in October.

1202.03 All requests for regular optional payroll deductions shall be made to the Board no later than September 14.

1202.04 New annuities will be added to the list of deductions under the following conditions:

1202.04.01 If five (5) or more employees enroll in the annuity.

1202.04.02 If the employee transfers to the District and has contributed to an annuity, that company shall be added to the list.

1203 STRS PICK UP (SERS)

1203.01 The Board will implement the STRS/SERS "pick-up" utilizing the salary reduction method of contributions to the State Retirement System (as soon as practicable) paid upon behalf of members of the bargaining unit, at no cost to the Board, under the following terms and conditions:

1203.01.01 The amount to be "picked-up" on behalf of each bargaining unit member shall be equal to the bargaining unit member's required contribution to the STRS/SERS. The bargaining unit member's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

1203.01.02 The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

1203.01.03 No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

1203.01.04 Payments for all paid leaves, sick leave, personal leave and severance including unemployment and workers' compensation shall be based on the employee's daily pay prior to reduction as basis (e.g., gross pay divided by the number of days worked).

1203.02 Each unit member shall be responsible for compliance with Internal Revenue Service exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

1203.03 If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this section of the agreement shall be declared null and void. The Board shall then return to the former method of employer/employee retirement system contribution as soon as necessary.

1204 MINIMUM HOURS REQUIRED

1204.01 When the Superintendent closes schools' due to an epidemic or other calamity, all employees will be expected to work. If this is a case where employees are not required to work, he/she will earn their regular pay for all hours lost due to the school closings.

1204.02 Certified staff are required to work a minimum of one thousand two hundred ninety (1,290) hours per school year.

1204.02.01 Student makeup time will begin after three (3) calamity days with the Superintendent declaring the days to be "remote learning days" up to the number of remote learning days allowed by law. Lessons must be prepared to be delivered remotely, and instructional staff (certified staff and instructional aides) must be available from the hours of 9:00a.m. to 3:00 p.m.

1204.02.02 If the district closes school for more than three (3) days in a school year, the Classified staff member is required to report to work when safe (after daylight and County Level 1 Emergency or less). If reporting to work is not safe or feasible, the Classified employees will make up hours as assigned by their supervisor. If the Classified staff member is an instructional aide that can work remotely, remote hours may be compensated.

1205 MILEAGE REIMBURSEMENT

1205.01 All members of the bargaining unit who are required to travel from building to building in the performance of their duties after the start of the work day will be reimbursed for such mileage at the IRS rate per mile. Requests for mileage reimbursement must be submitted within thirty (30) days from the date the expense was incurred.

PART I

ARTICLE 1300-OPEN ENROLLMENT

1301 The Board will accept all open enrollment for children of non-resident (i.e. North Union Local School District) Bargaining Unit members. "Children" shall include school age members of the household who are legal dependents of the bargaining unit members.

PART I

ARTICLE 1400-SEVERANCE PAY

1401 SEVERANCE PAY

- 1401.01 To be eligible for severance pay at retirement, you must meet the State Retirement Guidelines for Non-Certified and Certified Retirement.
- 1401.02 The severance stipend is awarded as per base pay which does not include monies paid for coaching and other extra-curricular activities.
- 1401.03 The average yearly salary for certified unit members is divided by the number of contractual days to find the daily rate and shall be calculated in accordance with the Ohio State Teachers Retirement System.

1402 PAYMENT FOR SICK LEAVE CREDIT (AS PER HB 179, EFFECTIVE 9/25/78)

An employee of a political subdivision covered by Section 124.38 or 3319.141 of the Ohio Revised Code may elect, at the time of retirement from active service with the political subdivision (North Union Schools) and with ten (10) or more years of service with State, any political subdivisions, or any combination thereof, to be paid in cash for one-fourth ($\frac{1}{4}$) the value of his/her accrued but unused sick leave credit. The payment shall be based on the employee's rate of pay (subject to Section 1401.02, Article 1400) at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made. An employee may receive one or more payments under this division, but the aggregate value of accrued but unused sick leave credit that is paid shall not exceed, for all payments listed here, the value of fifty (50) days of accrued but unused sick leave. The aggregate value of accrued but unused sick leave credit that is paid may exceed, for all payments listed in Section 1403, the value of fifty-one (51) days for the 2021-2022 school year, fifty-two (52) days for the 2022-2023 school year; and fifty-three (53) days for the 2023-2024 school year of accrued but unused sick leave.

1403 PAYMENT OF SICK LEAVE CREDIT/RETIREMENT PAY

The Board will provide the following bonus retirement pay for those bargaining unit members who have accumulated more than the one hundred twenty (120) days of sick leave as identified in the negotiated agreement, Article 1400, Section 1402. A bonus retirement for full time years of service (which does not include years of substitute service except for overnight substitute contracts) will be granted as follows:

1403.01 Those employees who have served their last ten (10) years in the North Union Local Schools will be granted one (1) additional day of bonus retirement.

1403.02 Those employees who have served their last fifteen (15) years in the North Union Local Schools will be granted two (2) additional days of bonus retirement.

1403.03 Those employees who have served their last twenty (20) years in the North Union Local Schools will be granted three (3) additional days of bonus retirement.

1403.04 Those employees who have served their last twenty-five (25) years in the North Union Local Schools will be granted four (4) additional days of bonus retirement.

1403.05 Those employees who have served their last thirty (30) years in the North Union Local Schools will be granted five (5) additional days of bonus retirement.

PART I

ARTICLE 1500-INSURANCE

1501 Medical Insurance - The Board will pay eighty-five percent (85%) of the monthly premium for individual coverage or family coverage for the PPO plan offered by the Stark County Council of Governments Insurance Consortium. The bargaining member will pay any remainder of the monthly premium. Dental Insurance - The Board will pay eighty-five percent (85%) of the monthly premium for individual coverage or family coverage for the dental plan offered by the Stark County Council of Governments Insurance Consortium. The bargaining member will pay any remainder of the monthly premium. Vision Insurance - The Board will pay eighty-five percent (85%) of the monthly premium for individual coverage or family coverage for the vision insurance plan offered by the Stark County Council of Governments Insurance Consortium. The bargaining member will pay any remainder of the monthly premium. Medical, dental, vision and life shall be provided through the COG. However, all coverages are optional on the part of the employee. North Union shall comply with all changes and regulations issued by the Stark County Council of Governments as related to all insurance offering (Medical, Dental, Vision, Term Life/Accidental Death and Dismemberment, Flexible Savings Account).

1502 The North Union Board will provide all employees with a fifty thousand dollar (\$50,000) Term Life, Accidental Death and Dismemberment Policy.

1503 There shall be an Insurance Committee consisting of three (3) representatives from the Association and three (3) representatives from the Board to investigate and make recommendations to the Board and Association regarding insurance alternatives.

1504 Non-Certificated Bargaining Unit members must be assigned to a regular schedule of thirty (30) or more hours per week to qualify for insurance benefits as stated in 1501. Non-Certificated bargaining unit members that work between twenty-five (25) and less than thirty (30) hours regularly scheduled per week shall receive insurance benefits at a rate of the board shall pay seventy percent (70%) of the cost of coverage as listed in 1501. Non-Certificated bargaining unit members employed prior to July 1, 2012 and had been previously eligible for benefits under the twenty (20) or more hours a week agreement shall continue to be eligible for benefits as stated in 1501.

PART I

ARTICLE 1600-RETired BARGAINING UNIT MEMBERS

1601 A person retired under the State Teachers Retirement System (STRS) or the School Employee Retirement System (SERS) may be re-employed by the Board under the following conditions:

1601.01 The salary or wage to be paid shall be determined by experience and the needs of the District and will be set at the level on the salary or wage schedule as recommended by the Superintendent and approved by the Board. However, the initial placement on the schedule shall be not less than four (4) years nor greater than ten (10) years. Placement shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.

1601.02 Bargaining unit members employed pursuant to this provision shall receive one year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held.

1601.03 Each one year limited contract shall automatically expire upon completion of the year and it is not necessary for the Board to conduct evaluations in accordance with this Master Agreement or ORC 3319.111 nor to take formal action to not re-employ the bargaining unit member pursuant to ORC 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon expiration of the contract in the same manner as a supplemental contract.

1601.04 Bargaining unit members employed pursuant to this provision are not entitled to or eligible to receive any severance benefits or participate in any retirement incentive program provided by the Board.

1601.05 Bargaining unit members employed pursuant to this provision shall be eligible for any of the insurance plans offered by the Board.

1601.06 Bargaining unit members employed pursuant to this provision shall receive sick leave and personal leave (including attendance bonus) in accordance with the terms of this Agreement. Retired unit members employed by the Board are eligible for benefits of professional meetings, in-service meetings, Association leave, and family and medical leave as provided by this Master Agreement. In no event shall leave extend beyond the retiree's employment contract term.

1601.07 Retired bargaining unit members employed by the Board shall have zero seniority in the bargaining unit and shall not accumulate seniority for any purpose. Such employees shall have no right to displace or bump, or any right of recall in the event of a reduction in force.

1602 Pursuant to the authority provided by ORC 4117.10, and to the extent that issues addressed in this Article are contrary to or in conflict with Ohio law, the issues addressed in this provision shall supersede and replace the statutory law of Ohio pertaining to that issue.

PART I

ARTICLE 1700-LABOR RELATIONS COMMITTEE

1701 The parties agree to maintain a Labor Relations Committee.

PART I

ARTICLE 1800- PROFESSIONAL ORGANIZATION

1801 Upon written request by the Association President, the Board will issue payment to up to fifteen (15) employee(s) for performing work for the North Union Education Association. The request shall include the name(s) of the employee(s) performing the work, the time period for the work to be performed, and the amount to be paid for the work. NUEA shall reimburse the Board for the total cost of the payment to the designated employees, which shall include any retirement contributions paid on behalf of the employee(s), city/state/federal taxes, worker's compensation, Medicare, and any other required payments, withholdings, or taxes, at the time any such payments are made. The Board shall withhold and transmit required retirement contributions for teaching employees pursuant to O.A.C. 3307-6-01, but shall not withhold and transmit retirement contributions for non-teaching employees unless authorized by law. The payment authorized by this shall be in accordance with STRS rules and limitations

(including the maximum amounts) and any subsequently enacted laws or rules governing the arrangement.

PART I

ARTICLE 1900-DURATION

1901 This agreement between the Board and the Association is effective upon ratification by the Association and adoption by the Board, and the parties specifically agree that the terms and conditions of the Negotiated Agreement shall be in effect from June 30, 2021 at 11:59 p.m. through June 30, 2024 at 11:59 p.m. at which time it shall expire.

1902 All terms and conditions of this Agreement, not related to matters of salary and benefits, shall be in effect until the regular expiration of this Agreement on June 30, 2024.

PART I

ARTICLE 1900-DURATION

1901 This agreement between the Board and the Association is effective upon ratification by the Association and adoption by the Board, and the parties specifically agree that the terms and conditions of this Negotiated Agreement shall be in effect from June 30, 2021 at 11:59 p.m. through June 30, 2024 at 11:59 pm. at which time it shall expire.

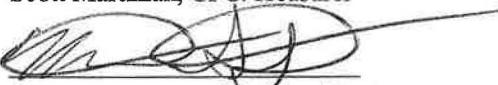
1902 All terms and conditions of this Agreement, not related to matters of salary and benefits, shall be in effect until the regular expiration of this Agreement on June 30, 2024. All terms and conditions of this Agreement covering the matters of salary and benefits shall be in effect until June 30, 2020, and there shall be a reopening of negotiations between the parties for matters of salary and benefits only for the period of July 1, 2021 through June 30, 2024. The parties shall begin negotiations on this reopeners no later than April 30, 2024, unless a later date is mutually agreeable,

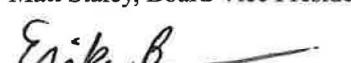
In witness whereof the parties have caused this Agreement to be executed on the day and year first mentioned above,

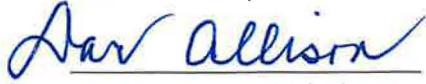
FOR THE NORTH UNION
BOARD OF EDUCATION


Richard J. Baird, Superintendent


Scott Maruniak, CFO/Treasurer


Matt Staley, Board Vice President


Dr. Erika Bower, CAO


Dar Allison, ES Principal


Brian Nauman, Director of
Transportation and Maintenance

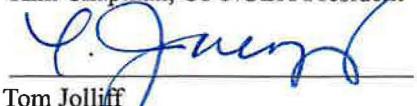

10/25/2021

Date

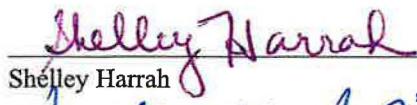
FOR THE NORTH UNION
EDUCATION ASSOCIATION


Pamela Ensign, Co-NUEA President


Kim Chapman, Co-NUEA President


Tom Jolliff


Joshua Thompson


Shelley Harrah


Wendy Wilson


10-25-21

Date

CERTIFICATED STAFF PROVISIONS

PART II

ARTICLE 100-TEACHER CONTRACTS

- 101 All first (1st)-year certificated members of the bargaining unit, upon successful completion of the first (1st)-year teaching (based upon certificated evaluation and Article 800 of the Agreement) shall be issued a one or two (2)-year contract with the recommendation to rehire by the Superintendent and approved of the Board.
- 102 All two (2)-year contract teachers who have successfully completed their contract through part "101" shall be awarded a three (3)-year contract or go back to section "101" if recommended for rehire by the Superintendent and approved by the Board.
- 103 All certificated members of the bargaining unit who have successfully completed their contracts through parts "101" and "102" shall receive five (5)-year contracts or go back to section "101" if recommended for rehire by the Superintendent and approved by the Board.
- 104 When a member of the bargaining unit in 102 and 103 goes back to 101, the following will happen. The member of the bargaining unit will receive written notification of the intent to award a lesser contract by April 30. The member of the bargaining unit will be given an opportunity to meet with the building principal and the Superintendent to discuss the written reasons for the recommendation. Once a member of the bargaining unit goes back to 101, the member of the bargaining unit will be placed on 102 or 103 of this Article or follow the normal cycle of 101, 102 and 103 upon the recommendation of the Superintendent and the approval of the Board.
- 105 Continuing contracts would take preference over this section for those members of the bargaining unit who have a minimum of six years of service in the North Union Local School District, meets continuing contract requirements as defined by state statutes, and are recommended by the Superintendent and approved by the Board.
 - 105.01 A teacher who qualifies and intends to request a continuing contract must notify the Superintendent in writing by September 30 of the final year of his/her current contract. This provision supersedes the requirements of Ohio Law, including ORC 3319.08, for continuing contract eligibility by adding this requirement.
- 106 All full-time one half ($\frac{1}{2}$) day contracts will be treated as any other contracts.
- 107 For unusual circumstances such as a grant-funded position, a replacement hire for a certificated employee on a one (1)-year leave of absence, or other circumstances, a teacher may hire on a "Replacement Contract". Upon employment, a teacher employed under a "Replacement Contract" will agree to the terms placed on the face of the contract as stated

below. A teacher employed under a “Replacement Contract” will be evaluated, but the teacher may not grieve or otherwise challenge evaluation procedures.

The teacher’s individual “Replacement Contract” shall state, “This Replacement Contract” is valid only for the period designated and shall automatically end at the conclusion of the contract. The teacher understands and agrees upon accepting this contract, that he/she is resigning now effective at the conclusion of the contract term, the contract is of limited duration, the contract expires automatically, and the teacher waives any right to Board action of non-renewal, notice of non-renewal, or any other or subsequent contract of employment with the Board. The teacher also understands and agrees that he/she may not grieve or otherwise challenge evaluation procedures.” These provisions regarding “Replacement Contract” are intended by the parties to supersede state law to the contrary, specifically but not limited to ORC 3319.10, 3319.11 and 3319.111. The use of the “Replacement Contract” will be reviewed and approved by the Labor Relations Committee prior to execution.

PART II

ARTICLE 200-CONTRACT RENEWAL OR NON-RENEWAL PROCEDURE

201 All certificated members of the bargaining unit, after the first (1st)-year of employment, either:

- 201.01 May be re-employed based upon performance evaluation, administrative recommendation, and Board approval; or
- 201.02 Will be notified by June 1 (per the new Ohio Revised Code) of the Superintendent's recommendation to non-renew the expiring contract.
- 201.03 Will be re-employed if the administration fails to act according to Ohio Statutes or the items below.

202 PERFORMANCE BASED NON-RENEWALS

- 202.01 The member of the bargaining unit must have been notified in writing by the principal/certified administrator(s) through the regular evaluation process of an ineffective rating/job related deficiency and classroom performance below expectations.
- 202.02 The member of the bargaining unit must be given a reasonable time and written recommendations (improvement plan) to correct the stated areas below expectations.

202.03 The members of the bargaining unit are to be provided with assistance from the administration to help correct the stated ineffective rating/job related deficiency identified during the evaluation process.

203 By June 1 (per the new Ohio Revised Code), the member of the bargaining unit must be:

- 203.01 Notified in writing of the Board's intent not to re-employ.
- 203.02 Given the right to a hearing with the Superintendent to review the non-renewal.
- 203.03 Given the right to further appeal in executive session before the Board.
- 203.04 Either party shall have the right to court appeal.

204 REASONS FOR DISMISSAL

- 204.01 Unacceptable job performance areas as revealed by the written teacher evaluation guidelines, Board policy, job descriptions, and periodic evaluations whose criteria and procedures are jointly determined and agreed to by the Board and Association.
- 204.02 A member of the bargaining unit with more experience may not be dismissed before a member of the bargaining unit with lesser experience because of the failure of the Board to renew the program in which that member of the bargaining unit is employed.
- 204.03 A member of the bargaining unit may be dismissed for refusal to comply with local courses of study and State academic content standards. The member of the bargaining unit is obligated to instruct according to the provisions within these.

PART II

ARTICLE 300-ASSIGNMENTS

301 NOTICE OF ASSIGNMENT

301.01 All members of the bargaining unit will be given notice of their teaching assignment for the coming year by the first (1st) day of June of each year. Situations may arise when the Superintendent and/or principal may need to make changes in assignments. The members of the bargaining unit will then be notified no later than the thirtieth (30th) day of June of their new assignment. This notice will include the building(s), grade and courses.

302 METHOD OF NOTIFICATION

- 302.01 The notification of assignment will be by electronic means, school mail system, or the United States Postal Service if school is not in session.
- 302.02 The principal will inform all members of the bargaining unit of their new schedules at least ten (10) days prior to the first day scheduled for student attendance. This notice will include recess, lunch, library, art, physical education, music, non-teaching duties, as well as daily and yearly schedules.

303 ASSIGNMENT CHANGE

- 303.01 When it becomes necessary to make a change in a member of the bargaining unit's assignment after the tenth (10th) of July, the member of the bargaining unit involved shall be notified by registered mail. If, after the tenth (10th) of July as a result of an assignment change, the member of the bargaining unit wishes to resign, the Board will accept, without recrimination, the member's resignation if submitted within ten (10) days of the assignment change notification; however, the latest date a resignation will be accepted under these guidelines is on or before the regularly scheduled August Board meeting (traditionally on the third Monday) regardless of the date the member of the bargaining unit was informed of the assignment change.

PART II

ARTICLE 400-TEACHING HOURS

401 TEACHING HOURS

- 401.01 The regular duty day shall not exceed seven and one-half (7½) hours.
- 401.02 When possible, parent conferences shall be scheduled at least twenty-four (24) hours in advance at the convenience of the bargaining unit members.
- 401.03 Each member of the bargaining unit shall have a minimum of two hundred (200) minutes per week for preparation and or planning time, during which no other duties are assigned. These preparations and/or planning times shall be provided during the regular student day exclusive of time allocated for lunch and/or for travel.
- 401.04 All teachers will be scheduled daily for a duty-free uninterrupted lunch period of not less than thirty (30) minutes.

401.05 Teacher specialists shall be provided with preparation time to the same extent as other members of the bargaining unit in the District (not to include travel time).

401.06 Full-time elementary teaching specialists will be scheduled for at least one (1) twenty (20) minute block.

401.07 Full non-teaching duties in each building will be assigned to bargaining unit members on an equitable basis.

401.08 The building principal retains the right to call staff meetings beyond the regular duty day not to exceed a total amount of time of one (1) hour per month when a reasonable need exists and when reasonable advance notice is given. This provision shall not apply to emergencies as determined by the Board or administration.

401.09 Teachers who are interested in voluntarily scheduling and teaching courses outside of the normal school/building schedule may do so with the approval of their building Administrator. Such courses would be considered to be included as part of their normal teaching/work assignments within the building and regular duty day as listed in Section 401.01 above.

402 IN-SERVICE PROGRAMS

402.01 All certificated staff shall attend in-service sessions on designated work days. Classes will not be scheduled on COTA (Central Ohio Teachers Association) Day to allow teachers to attend this function.

402.02 A teacher may apply to the Superintendent for approval to participate in an alternate professional development activity in lieu of board in-service on the second, third or fourth teacher workdays provided that:

402.02.01 The alternate professional development activity occurs on non-work time (i.e., summer, after school hours, days school is not in session).

402.02.02 The application is approved by the Superintendent at least thirty (30) days in advance of the workday in question. The application forms shall be distributed each year.

402.02.03 The teacher provides a certificate of attendance, including contact hours, or other approved documentation of participation in the alternate activity.

402.02.04 The teacher is responsible for getting grades completed and cleared before the deadline each nine (9) week grading period and for all end-of-year checklist items.

402.02.05 The administration reserves the right to limit the number of staff who will not be attending on a scheduled workday.

402.03 TECHNOLOGY INSERVICE

402.03.01 Each member of the teaching staff is expected to devote a minimum of two (2) hours each year to professional development on basic or emerging technology.

402.03.02 Each teacher must submit documentation detailing compliance with this minimum requirement at the end of each school year.

402.04 PROFESSIONAL DEVELOPMENT DOCUMENTATION

402.04.01 Employees are required to submit all paperwork regarding Professional Development in order to obtain the appropriate credit for that professional development by the last day of the current school year. Certificates of completion are required for completed activities.

PART II

ARTICLE 500-LENGTH OF THE TEACHER SCHOOL YEAR

501 LENGTH OF THE TEACHER SCHOOL YEAR

501.01 The length of the school year consists of one hundred and eighty-four (184) contract days in the following distribution:

501.01.01 One hundred and eighty (180) days with pupils in attendance, including parent-teacher conferences.

501.01.02 One (1) CEU-eligible meeting/in-service work day as scheduled by the District prior to the beginning of the first day of the school year with pupils. Five and one-half hours (5½) on this day will be devoted to in-service and meetings and the remainder will be scheduled for classroom setup.

501.01.03 Effective for the 2022-2023 school year, one (1) day at the end of the first, second, and third grading periods, total three (3) days. Four (4) hours of each of these work days will be devoted to professional development activities (in-service, meetings) with CEUs available. The remaining hours will be scheduled for work on grades or in the classroom.

501.01.04 It will be the responsibility of the bargaining unit member to have all grades in and check-out procedures complete according to the timeline set by each building principle.

502 SCHOOL CALENDAR

502.01 Between January 1 and March 1, before formal adoption, the Board shall present to the Association's executive committee the proposed calendar(s) for the upcoming year(s). The Association may submit their recommended calendar(s) in writing during that time period.

502.02 The Board may amend the calendar as necessary according to local circumstances. Association recommendations will be considered prior to scheduling makeup of calamity days.

503 PARENT-TEACHER CONFERENCES

503.01 Annual Parent-Teacher conferences will be scheduled for four (4) evenings per school year for three (3) hours each evening. The days of Parent-Teacher conferences will be listed on the Board-approved school calendar; however, the hours shall be determined by the building administrator.

503.01.01 There will be one (1) exchange day for each two (2) evenings of Parent-Teacher conferences which shall be scheduled on the Board-approved school calendar.

An exchange day is calculated and provided to teachers for two (2) days of three (3) hours, a total of six (6) hours for an exchange day, of Parent-Teacher conferences. Such exchange days shall be determined as described in Section 502 above.

503.01.02 Members with supplemental contracts who miss a Parent-Teacher Conference due to scheduled conflicts will be required to perform Parent-Teacher conferences as scheduled with their building principal.

503.01.03 No personal leave will be approved on annual conference days or the first workday before or after the day off for annual conferences.

503.01.04 Sick leave will not be approved on annual conference days or the first workday before or after the day off for annual conferences without a doctor's excuse.

503.02 Teachers will be able to demonstrate equivalent time served of three (3) hours per parent teacher conference and provide a post conference count that shall be turned in to the building administrator.

PART II

ARTICLE 600-CURRICULUM AND LESSON PLANS

601 CURRICULUM

601.01 For the purpose of curriculum evaluation and/or changes, a committee will be appointed by the principal or Superintendent.

601.02 This committee shall consist of administration and teachers from the department being studied, one of whom must be an Association member.

601.03 If no one in the department is an Association member, a representative will be appointed by the Association President.

602 LESSON PLANS

602.01 The teaching staff of each building will develop a lesson plan template which shall be approved by the building principal and Superintendent.

602.02 Thereafter, lesson plan templates may be modified by grade level/departments by submitting specific changes to the principal and Superintendent for approval.

PART II

ARTICLE 700-CLASS SIZE

701 Class size goals shall be twenty-five (25) per classroom teacher.

702 The number of students per day per classroom teacher will not exceed one hundred seventy-five (175) students. This provision includes music, art, technology, and physical education.

702.01 Should a teacher's classroom in a regular core course be assigned over one hundred seventy-five (175) they will be granted the pay equivalent to an extra planning period at the current rate for classroom coverage.

703 CLASS COMPOSITION – BEGINNING CLASS LIST ONLY (ELEMENTARY)

703.01 In the shared interest of providing a classroom atmosphere where students of all levels can participate equally in the learning process, classes in the elementary school(s) shall be compromised as evenly as possible with regard to historic performance levels of students when class lists are designed April to June for the following school year, in the discretion of the building principal. If a teacher has concerns about her class list he/she should discuss the matter with the building principal. If the teacher is not satisfied with the decision by the principal, he/she may schedule a meeting with the Superintendent, but class lists are not subject to the grievance procedure.

703.02 Prior to assigning students to teachers, the elementary administration and the classroom teacher (or designees of each) shall meet to determine the aforementioned performance levels of students, and form classes that are respective of Article 700, and also comprise an equitable cross-section of all students.

703.02.01 In cases where the historical performance of a student is not determinable the building administration and the building NUEA representative shall utilize the best information available to place said students in an equitable manner.

703.03 Once equitable classes are formed and assigned to teachers, parent requests for specific teachers may still be considered, as well as teacher and administrative concerns, by comparable student exchange. Before any exchange of student takes place, a meeting with the affected teachers and administration shall convene. If they are unable to come to a decision, the building NUEA representative shall meet with the team to address concerns. If there a disagreement with this group, the building administrator will make the final decision and the building administrator shall have written rationale for their decision.

PART II

ARTICLE 800-CERTIFIED STAFF EVALUATION PACKAGE

Note: The evaluation article will be determined by the Evaluation Committee and will be

incorporated into the Agreement by Memorandum of Understanding.

JOINT EVALUATION COMMITTEE

The Board and the Association agree to form a Joint Evaluation Committee to revise the current evaluation procedure to comply with OTES 2.0 and to evaluate the effectiveness of the evaluation process and determine whether changes to the evaluation process are needed to make the process more effective and/or to comply with changes in the Ohio law. The makeup of the Committee and its function shall be jointly determined by the Superintendent and the Association President.

PART II

ARTICLE 900-TEACHER REDUCTION IN FORCE

901 REASONS

When by reasons of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reasons of suspension of schools or territorial changes affecting the District, or financial reasons, the Board may make reasonable reductions.

902 METHOD

902.01 The Superintendent's recommendation for contracts to be suspended shall be made in accordance with the following procedures:

902.01.01 Members of the bargaining unit serving under continuing contracts will be given preference, in descending order of seniority.

902.01.02 Members of the bargaining unit serving under limited contracts will be placed under continuing contract members of the bargaining unit, also in descending order of seniority.

902.01.03 A general seniority list (including members of the bargaining unit on Board approved leaves of absence) will be completed by the administration prior to a RIF.

902.01.04 Such list shall be available to the Association.

902.02 When a reduction in force is anticipated, the Board will send a written notification to the Association President by April 30. This notification shall include a draft of the reduction-in-force plan, including the reasons and names of employees anticipated to be affected by the reduction.

902.03 On or before May 10, the Board will meet with the Association to discuss the reduction-in-force plan.

902.04 Any member of the bargaining unit affected by a RIF shall be notified by May 30. Such notification will include the reasons for the RIF. The Board shall provide the Association with a roster of all members of the bargaining unit, their certifications, their date of seniority and current address.

903 SENIORITY

903.01 Seniority is defined as the length of continuous service as a certificated employee with a regular contract in the North Union School District.

903.02 Board approved leaves of absence will not interrupt seniority, however, time spent on such leave shall not count toward seniority.

903.03 If two or more members of the bargaining unit have the same length of continuous service, seniority is determined by:

903.03.01 The date of the Board meeting at which the member of the bargaining unit was hired.

903.03.02 The date the member of the bargaining unit signed his/her initial employment contract in the North Union School District.

903.03.03 The date the member of the bargaining unit applied for employment in the North Union School District.

903.03.04 Any remaining ties will be broken by lot.

904 RECALL

904.01 The name of members of the bargaining unit whose contracts are suspended will be placed on a recall list for up to thirty (30) months from the date of reduction, except tenured members of the bargaining unit, who shall be on the list indefinitely or until recalled. Members of the bargaining unit on the recall list will have the following rights:

904.01.01 No new members of the bargaining unit will be employed while there are members of the bargaining unit on the recall list who are qualified for the vacancy.

904.01.02 Members of the bargaining unit, whose continuing contracts are suspended, shall have the right of restoration to continuing service status in the order of seniority of service in the District if and when teaching positions become vacant or are created for which any of such members of the bargaining unit are or become qualified.

904.01.03 Notice of recall will be given by mail if a vacancy exists in a position for which the RIF'd member of the bargaining unit is certified and qualified. The notice will be sent to the last address provided by the member of the bargaining unit. It shall be the responsibility of the member of the bargaining unit to keep the board informed of his/her current address. If the member of the bargaining unit fails to respond within seven (7) calendar days or declines to accept the position, he/she will forfeit all recall rights.

904.01.04 The Board will accept resignations from members of the bargaining unit who are on suspended contract.

904.01.05 Preference shall be given to RIF'd members of the bargaining unit for casual or day-to-day substitute teaching.

904.01.06 These rights shall continue until: recalled to active employment status, written resignation of employment is submitted to the Board, thirty (30) months from the date of initial date of RIF, or failure to respond to decline to accept a position as specified in 904.01.03 above.

904.01.07 RIF'd members of the bargaining unit shall be eligible to purchase insurance at group rates upon the carrier's approval at the member of the bargaining unit's expense. Premiums shall be paid by the member of the bargaining unit as specified by the Treasurer.

904.01.08 The Board will not challenge the RIF'd member of the Bargaining unit's application for unemployment compensation.

904.01.09 Any member of the bargaining unit who signs a contract with another district shall immediately waive his/her unemployment compensation rights from the North Union Local School District.

905 RETURN TO ACTIVE EMPLOYMENT

905.01 A member of the bargaining unit on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement and benefits he/she enjoyed at the time of layoff.

905.02 The parties agree that these procedures apply only to the suspension of contracts as stated under Reasons in this Article.

PART II

ARTICLE 1000-SALARY SCHEDULE

1001 SALARY SCHEDULE INDEX

1002 BA+20 column requirements are: (a) Hours must be earned after bachelor degree has been conferred; (b) Hours must be semester hours or equivalent.

1003 MA+20 and MA+40 column requirements are: (a) hours must be earned after Master's Degree has been conferred; (b) hours must be graduate hours; (c) hours must be semester hours or equivalent.

1004 Salary Upgrade for Additional Training: Certificated staff members of the bargaining unit who have completed additional training for salary upgrade shall submit a request for upgrade application form and supporting documentation including transcripts or other evidence of eligibility. The request shall state the new salary step/column being requested. Upgrades will be made effective at the beginning of the first semester and at the beginning of the second semester of each school year on any verified requests that have been submitted by the first day of each semester.

1005 Effective for the duration of this contract, the teacher base salary (BA-0) will be as follows:

For the 2021-2022 school year, the base salary shall be increased to Thirty-Nine Thousand One Hundred Forty Dollars (\$39,140.00). Salary steps will be in effect for the 2021-2022 school year.

The base salary for the entire 2022-2023 school year will increase to Forty Thousand One Hundred Nineteen Dollars (\$40,119.00). Salary steps will be in effect for the 2022-2023 school year.

The base salary for the entire 2023-2024 school year will increase to Forty-One Thousand One Hundred Twenty-Two Dollars (\$41,122.00). Salary steps will be in effect for the 2023-2024 school year.

(See Appendix I.)

PART II

ARTICLE 1100-SUPPLEMENTAL SALARY SCHEDULES

1101 EXTRA DUTY PAY SCHEDULULE

1101.01 Labor Relations Committee will develop a form for use in supplemental realignment and the related work required in each tier. Administration and members will review supplementals each spring.

1101.01.01 Supplemental requirements outside of Athletics must be agreed on by the staff and administration before recommendation to the Board and contracts are issued.

1101.02 Supplemental positions are nominal amounts paid for outside of the normal work day requirements. Anyone who has a contract who was removed or has resigned and thus has not completed fifty percent (50%) of the time required will not be paid. Anyone who has a contract who was removed or has resigned and thus has worked more than fifty percent (50%), but less than one hundred percent (100%) of the contract will receive fifty percent (50%) of the stipend. All others will be paid in full after one hundred percent (100%) of time and responsibilities are fulfilled.

1101.02.01 Those who fill-in will receive a full or half contract based on the time remaining in the supplemental position determined by the superintendent.

1101.03 Steps start at zero (0) and increase to five (5) at .5% per year in Tier 1 & 2 until the maximum range is reached. Tier 3 will increase by 1.0% per year until the maximum range is reached.

1101.04 Cheerleading Advisors are moved to the Athletics section

Tier 0 - Special help	range is 0.5	No more than six (6) positions at district level
Tier 1 - (20-30 Days)	range is 1.0-3.5	No more than eighteen (18) positions at district level

Tier 2 - (31-60 Days)	range is 2.5-5.0	No more than eighteen (18) positions at district level
Tier 3 - (above 61 Days)	range is 4.0-9.0	No more than ten (10) positions at district level

1101.05 No one currently having a supplemental that is to be renewed will receive less than they are making today, but will continue on the current supplemental salary progression. Members will be placed in a tier based on their time.

1101.05.01 Grandfather pay scale listed below for reference only

<u>Advisors</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Senior Class	2.0	2.5	3.0	3.5	4.0
Pep Band	2.0	2.5	3.0	3.5	4.0

Percentages based on Base Salary Plus Years of Experience in Advisorship of that Particular Group.

1102 ATHLETICS

1102.01 Supplemental Contracts for Athletics: (Percentages Based on Base Salary Plus Years of Coaching Experience)

<u>Position</u>	<u>% and Years of Experience</u>							
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
I. Head Football	15.5	16.0	16.5	17.0	17.5	18.0	18.5	19.0
Head Basketball	15.5	16.0	16.5	17.0	17.5	18.0	18.5	19.0
II. Assistant Athletic Director	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5
Bowling	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5
Cross Country	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5
Golf	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5
Wrestling	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5

<u>Position</u>	<u>% and Years of Experience</u>							
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Track	9.0	9.5	10	10.5	11	11.5	12	12.5
Baseball	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5
Softball	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5
Volleyball	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5
III. Assistant Varsity Coaches from I.	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5

IV.	Assistant Coaches from II.	7.0	7.5	8.0	8.5	9.0	9.5	10.0	10.5
V.	All Middle School Positions	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
VI.	MS Athletic Supervisor	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5
VII.	Varsity Cheerleading (Fall)	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0
	Varsity Cheerleading (Winter)	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0
VIII.	Assistant Varsity (JV) CL (Fall)	2.5	3.0	3.5	4.0	4.5	5.0	5.5	6.0
	Assistant Varsity (JV) CL (Winter)	2.5	3.0	3.5	4.0	4.5	5.0	5.5	6.0
IX.	Weight Room (Summer)	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5
	Weight Room (Season)	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5
	MS Cheerleading (Fall)	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5
	MS Cheerleading (Winter)	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5

1102.02 All positions listed on the extra duty pay scales need not be filled by the Board.

PART II

ARTICLE 1200-VOLUNTARY CLASS COVERAGE

1201 A bargaining unit member who volunteers to cover a class or study hall during a normal conference or planning period will be reimbursed at the rate of twenty-two dollars (\$22.00) per period or forty-four dollars (\$44.00) for a block period for each occurrence upon the request and approval of the building principal.

1202 A bargaining unit member who is assigned and absorbs no more than seven (7) students from the class due to absentee coverage shall be reimbursed at the rate of forty-four dollars (\$44.00) per day. A bargaining unit member who is assigned and absorbs no more than fourteen (14) and no less than eight (8) students from the class due to absentee coverage shall be reimbursed at the rate of seventy-five dollars (\$75.00) per day.

1203 A bargaining unit member who is pulled from their normal assignment due to absentee coverage shall be reimbursed at the rate of one hundred five dollars (\$105.00) per day.

PART II

ARTICLE 1300-EXTENDED SERVICE

1301 Extended service for members of the bargaining unit shall be calculated on the basis of one hundred eighty fourth (184th) of the bargaining unit member's annual salary times the number of days of extended service.

PART II

ARTICLE 1400-TEACHER PROFESSIONAL GROWTH AND TUITION REIMBURSEMENT

1401 COMPENSATION AND REIMBURSEMENT

1401.01 The Board will pay workshop fees for approved workshops attended on professional days or approved in-service training by members of the bargaining unit up to a maximum of Four Hundred Dollars (\$400.00) per staff member in each school year.

1401.01.01 Employees will be paid twenty-two dollars (\$22.00) per hour for professional development which occurs outside the regular workday. For required training outside of the regular work day for the placement of a teacher to satisfy any district directed changing or new requirements, regardless of the number of hours, the district will pay twenty-two dollars (\$22.00) per hour not to exceed a total of seventeen hundred sixty dollars (\$1,760.00) in one year.

1401.02 Reimbursement shall be made within three (3) weeks of the presentation of receipts in connection with the training or activity, submitted on a form provided by the Board. A request for reimbursement and any required documentation must be submitted by the teacher within ninety (90) days of completion of the activity.

1401.03 Funds appropriated for workshop/in-service requests may not be carried over to the subsequent fiscal year if unused.

1401.04 This section is not applicable when reimbursement is from a source other than the Board (i.e., grant).

1401.05 Professional leave for an approved school activity in which a staff member is assigned to supervise students in his/her grade level or subject area is not considered professional leave for a workshop/staff development activity, and should not be counted as reimbursement under this section.

1402 TUITION REIMBURSEMENT

1402.01 Upon prior approval of the Superintendent, the Board will reimburse bargaining unit members a maximum of fifty percent (50%) of tuition toward graduate course credit. The initial commitment of reimbursement will not exceed One Thousand Two Hundred Fifty Dollars (\$1,250.00) per employee per fiscal year.

1402.02 All proposed course work will be considered for tuition reimbursement, if given credit by a college. The course, if approved by the Superintendent, must relate to the bargaining unit member's assigned teaching and/or related area of responsibility at North Union School District, or must be necessary for continued teaching certification.

1402.03 The request for approval form may be obtained from the Superintendent's office. The request for approval shall be submitted to the Superintendent. Such requests must be submitted at least fifteen (15) calendar days prior to the first class meeting.

1402.04 Bargaining unit members must submit evidence that they received at least a "B" grade in the course taken or pass if it is a pass/fail course, as well as the proof of payment of fees paid in order to receive reimbursement. Reimbursement for summer courses will only be made to those individuals who return to their teaching capacity to the North Union School District the following school year.

1402.05 A request for reimbursement and any requirement documentation must be submitted by the teacher within ninety (90) days of completion of course completion.

1402.06 Bargaining unit members who receive reimbursement agree to work at least one (1) additional school year subsequent to receipt of such monies. If this reimbursement is not met, then the amount of reimbursement will be deducted from the unit member's last paycheck. In the event a unit member does not meet this requirement and has been issued his/her last paycheck, the Board retains the right to collect monies owed through the Court of Competent Jurisdiction.

1402.07 The Board agrees to appropriate annually Twenty-Three Thousand Dollars (\$23,000.00) on July 1 for the college tuition reimbursement program. The Superintendent will accept tuition reimbursement applications on June 15 or after for the coming fiscal year, which runs July 1 through June 30.

1402.08 Funds appropriated for tuition reimbursement may not be carried over to the subsequent fiscal year if unused. On April 30 of the fiscal year, the noncommitted amount of appropriated funds will be identified. The non-committed funds will be, to the extent possible, distributed evenly to those persons making application for tuition reimbursement for whom less than fifty percent (50%) reimbursement has been provided for approved course(s). In no instance will more than fifty percent (50%) reimbursement be provided for course(s). However, if non-committed funds are still available as of April 30, reimbursement to individuals may exceed the

maximum initial commitment of reimbursement allowed in 1402.01 per applicant per year.

1402.09 Each member of the bargaining unit who obtains national certification shall receive a stipend of five-hundred dollars (\$500) for each year (July 1-June 30) she/he maintains such certification. Payment shall be made by the first payroll period in June.

1403 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1403.01 A Local Professional Development Committee will be formed each school year to fulfill the requirements specified in Ohio Revised Code. The Committee will determine whether coursework and other continuing education activities completed by educators meet the requirements for renewal of certificates and licenses.

1403.02 The Local Professional Development Committee shall consist of four (4) teachers appointed by the Association and three (3) administrators appointed by the Superintendent.

1403.03 If vacancies occur on the Committee, the Association President shall have the authority to appoint replacement teachers, and the Superintendent shall appoint replacement administrators.

1403.04 The Local Professional Development Committee shall meet at the beginning of each year with the LPDC Chairperson to plan in-service programs on an as needed basis for any district wide professional development. Meetings shall again take place at the end of the school year on an as needed basis to assess the effectiveness and make recommendations for the next school year. The LPDC can make suggestions and recommendations to district administrators for professional development needs of the association, and the district will do its best to meet the needs of the association as a whole, however, most professional development that takes place in the district takes place at the discretion of district and building administrators based on the needs of the staff at individual buildings. Typically, this takes place due to direct conversation with NUEA members and/or guidance from Building Leadership Teams as to the specific initiatives that are taking place at each building.

1404 INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN

1404.01 Teachers will submit a current individual professional development plan (IPDP) after receiving a new certificate/license.

PART II

ARTICLE 1500-RETIREMENT INCENTIVE

The Board agrees to provide the following benefits for those unit members who elect to meet the following conditions:

1501 If a bargaining unit member decides to retire from the North Union School District, the Board will pay Five Thousand Dollars (\$5,000) in addition to other benefits received upon retirement under the following circumstances:

- if the bargaining unit member is age fifty-five (55) or older and is retiring at the end of his/her twenty-fifth (25th) year of STRS experience, provided the retirement is announced by July 9 of that year.

OR

- if the bargaining unit member is retiring at the end of his/her thirtieth (30th) year of STRS experience, provided the retirement is announced by July 9 of that year.

1502 If a bargaining unit member decides to retire from the North Union School District, the Board will pay Three Thousand Dollars (\$3,000) in addition to other benefits received upon retirement under the following circumstances:

- if the bargaining unit member is age fifty-five (55) or older and is retiring at the end of his/her twenty-sixth (26th) year of STRS experience, provided the retirement is announced by July 9 of that year.

OR

- if the bargaining unit member is retiring under STRS at the end of his/her thirty-first (31st) year of STRS experience, provided the retirement is announced by July 9 of that year.

1503 If a bargaining unit member decides to retire from the North Union School District, the Board will pay one-thousand dollars (\$1,000) in addition to other benefits received upon retirement under the following circumstances:

- if the bargaining unit member is age fifty-five (55) or older and is retiring under STRS at the end of his/her twenty-seventh (27th) year of STRS experience, provided the retirement is announced by July 9 of that year.

OR

- if the bargaining unit member is retiring under STRS at the end of his/her thirty- second (32nd) year of STRS experience, provided the retirement is announced by July 9 of that year.

PART II

ARTICLE 1600-TEACHER TRANSFERS-VACANCIES

Procedures for notification of employees of involuntary transfer will be set by the Labor Relations Committee.

1601 TRANSFERS

1601.01 Requests by a member of the bargaining unit for transfer to a different class, building, or position shall be made in writing and filed with the Superintendent by May 15. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

1602 VACANCY

1602.01 The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent, in his or her reasonable judgment so determines, such vacancy may be filled on a temporary basis until the end of the current school year, at which time the position will be posted.

1602.02 Whenever a vacancy arises, the Superintendent will give notice to every employee by electronic means. This notice will list the position vacant, duties, qualifications needed, and the deadline for applying for the position. Such written notice shall be posted electronically for 48 hours prior to filling the position for internal candidates only. During the summer recess, notice of vacancies will be posted through district email and on the Board's website.

1602.02.01 In filling a vacancy the superintendent shall Interview bargaining unit members who have indicated interest and meet minimum qualifications.

1602.03 A position is considered vacant/open when:

1602.03.01 A bargaining member unit dies.

- 1602.03.02 A bargaining unit member's resignation is acted upon by the Board.
- 1602.03.03 A bargaining unit member's retirement is acted upon by the Board.
- 1602.03.04 A bargaining unit member is terminated.
- 1602.03.05 A bargaining unit member is transferred to another position.
- 1602.03.06 A bargaining unit member is promoted.
- 1602.03.07 A bargaining unit member's disability leave extends beyond its designated limitations.
- 1602.03.08 A new position is created where there had been no position in the previous year.

1602.04 The definition of vacancy does not include:

- 1602.04.01 The transfer or the creation of new bargaining unit positions for any teachers who are engaged in "Looping" (i.e., moving up with a grade level and/or returning to a lower grade) or team teaching; or
- 1602.04.02 For positions that the Board does not intend to fill.

NON-CERTIFICATED STAFF PROVISIONS

PART III

ARTICLE 100-CONTRACTS

101 All newly hired non-certificated members of the bargaining unit, except grant fund employees, will enter into written contracts for their employment which will be for a period as follows:

First Contract	1 year
Second Contract	2 years
Third Contract	2 years
Fourth Contract	2 years
Fifth Contract	Continuing Contract

102 During the first twelve (12) months of employment, the employee will be on probationary status and may be removed at any time during the probationary period after the employee has completed at least fifty percent (50%) of the employee's contract workdays per contract year.

103 Employees whose salaries are paid from non-general fund grant funds shall only be eligible for one (1) year contracts and shall never be eligible for a continuing contract. However, District seniority rights for such employees shall be the same as other employees. In the event that such employees are transferred to a non-grant job, they would become eligible for a continuing contract after serving a total of seven (7) years in the District.

104 The parties mutually agree that this section (i.e., Part III, Article 100) is intended to supersede and modify the provisions of ORC Section 3319.081.

PART III

ARTICLE 200-DISCIPLINE AND TERMINATION

201 DISCIPLINE AND TERMINATION

201.01 Employees may be disciplined or terminated in accordance with ORC 3319.081 for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of public or others, neglect of duty, violation of rule(s) and/or regulation(s), failure of good behavior, or any other act of misfeasance, malfeasance or nonfeasance. In all cases no employee shall be subject to any form of discipline without just cause.

201.02 Any employee disciplined or terminated shall be given written notice of the specified reasons for such action.

201.03 At any time an employee is to be given discipline, such employee shall have the right to representation. Discipline, as used herein, shall be defined as a written reprimand, position reduction, suspension and/or termination. It is understood that the counseling of an employee, an oral notice of unsatisfactory performance, reduction in force, etc. shall not be subject to the provisions of this Article.

201.04 Within ten (10) days following the receipt of notice of termination, the employee may appeal the decision to terminate to a court of competent jurisdiction.

PART III

ARTICLE 300-NON-CERTIFICATED REDUCTION IN FORCE

301 In the event it becomes necessary to reduce employees due to abolishment of a position, funding cuts, lack of work, or building closures, the following procedure shall govern such reductions:

301.01 Reduction shall be accomplished first by resignation and retirement. If no employees are scheduled to retire or resign at the time of the reduction, the Board shall, within each job classification, suspend contracts first of the limited contract employees in reverse order of their seniority in the system and then continuing contract employees in reverse order of their seniority in the system.

301.01.01 Classifications are defined by categories on the noncertificated salary schedule.

301.01.02 Head cooks affected by a reduction in force can displace cafeteria workers with lower seniority even though these are different classifications. Cafeteria workers may not displace outside their own classification.

301.01.03 Secretaries affected by a reduction in force in any secretarial classification may displace secretaries in that same classification. Secretaries affected by a reduction in force in any secretarial classification ("A," "B," or General) may displace secretaries in other secretarial classifications with the approval of the affected building administrator and Superintendent. The administration may use qualifying test(s) to assist in this decision.

301.01.04 With the exception of 301.01.02 and 301.01.03 above, employees affected by a reduction in force shall be eligible to displace workers of lower seniority within the same classification only.

301.02 SENIORITY

301.02.01 Seniority is defined as the length of continuous service as a non-certificated employee with a regular contract in the North Union School District.

301.02.02 Board-approved unpaid leaves of absence will not interrupt seniority, however, time spent on such leave shall not count toward seniority.

301.02.03 If two or more members of the bargaining unit have the same length of continuous service, seniority is determined by:

301.02.03.01 The date of the Board meeting at which the member of the bargaining unit was hired or the first day of work, whichever is earlier.

301.02.03.02 Ties will be broken by lot.

301.03 The names of employees whose contracts are suspended due to the reduction in force shall be placed on a recall list in the classification in which they were suspended for twelve (12) months from the date of official Board action on the suspension of contract. Employees on the recall list have the following rights:

301.03.01 No new employees will be employed by the Board for positions in a particular classification(s) while there are suspended employees on the recall list in that classification(s). Nothing shall prohibit the Board from hiring new employees in a particular classification(s) once all the suspended employees in that classification(s) have been recalled, even though other employees may remain suspended in other classification(s). However, suspended employees on the recall list shall be given consideration for employment in other classification(s) before new employees are hired.

301.03.02 Employees who are suspended shall be recalled as the Board determines that positions in their classifications are to be filled. Suspended employees who are on the recall list shall

be recalled in the order of their seniority and contract type (i.e., continuing or limited) in the system, (i.e., reverse order of layoff).

- 301.03.03 Employees who are on the recall list shall be obligated to keep the Board informed in writing of the address to which recall notices are to be sent. Appropriate recall notices shall be sent to employees to be recalled at the most recent address furnished in writing by the employee.
- 301.03.04 A recalled employee must notify the Board of his/her acceptance of the position for which he/she is recalled within ten (10) days after mailing of written notice of recall or be deemed to have waived his/her right to recall. The Board shall have no obligation to recall a limited contract employee beyond the end of his/her contract.
- 301.03.05 A non-teaching employee on the recall list will, upon acceptance of recall, have the same seniority and accumulation of sick leave as when his/her contract was suspended.

PART III

ARTICLE 400-WAGE SCHEDULE NON-CERTIFICATED SALARY SCHEDULE

401 SCHEDULE

2021-2022 School Year (\$0.80 base increase)

Classification	0	1	2	3	4	6	8	10	13	15	17	20	26
Cleaner/Sweeper	17.18	17.35	17.52	18	18.24	18.35	18.51	18.66	18.75	18.84	19.13	19.41	19.63
Custodian	19.25	19.82	20.49	21.27	21.8	22.03	22.21	22.45	22.54	22.63	23.04	23.45	23.87
Bus Driver	19.25	19.82	20.49	21.27	21.8	22.03	22.21	22.45	22.54	22.63	23.04	23.45	23.87
Cafeteria	17.18	17.35	17.52	18	18.24	18.35	18.51	18.66	18.75	18.84	19.13	19.41	19.63
General Secretary	18.18	18.35	18.42	19	19.24	19.35	19.51	19.66	19.75	19.84	20.13	20.41	20.63
"A" Building Secretary	18.43	18.83	18.91	19.44	19.55	19.84	20.19	20.55	20.65	20.75	21.02	21.3	21.58
"B" Building Secretary	17.89	18.35	18.61	19.06	19.24	19.5	19.63	20.04	20.13	20.22	20.51	20.81	21.1
Head Cook	18.91	19.09	19.23	19.72	19.93	20.06	20.23	20.37	20.47	20.56	20.84	21.12	21.35
Teaching Aide	17.34	17.84	18.01	18.49	18.73	18.84	19	19.15	19.25	19.33	19.62	19.9	20.15
Non-Teaching Aide	15.26	15.38	15.51	15.62	15.74	15.86	16	16.11	16.18	16.24	16.35	16.47	16.59
Bus Mechanic	19.85	20.05	20.25	20.45	20.65	20.85	21.05	21.39	21.49	21.59	21.79	21.99	22.19
Van Driver	17.95	18.15	18.35	18.55	18.75	18.95	19.15	19.35	19.55	19.75	19.95	20.15	20.35

2022-2023 School Year (\$0.60 base increase)

Classification	0	1	2	3	4	6	8	10	13	15	17	20	26
Cleaner/Sweeper	\$17.78	\$17.95	\$18.12	\$18.60	\$18.84	\$18.95	\$19.11	\$19.26	\$19.35	\$19.44	\$19.73	\$20.01	\$20.23
Custodian	\$19.85	\$20.42	\$21.09	\$21.87	\$22.40	\$22.63	\$22.81	\$23.05	\$23.14	\$23.23	\$23.64	\$24.05	\$24.47
Bus Driver	\$19.85	\$20.42	\$21.09	\$21.87	\$22.40	\$22.63	\$22.81	\$23.05	\$23.14	\$23.23	\$23.64	\$24.05	\$24.47
Cafeteria	\$17.78	\$17.95	\$18.12	\$18.60	\$18.84	\$18.95	\$19.11	\$19.26	\$19.35	\$19.44	\$19.73	\$20.01	\$20.23
General Secretary	\$18.78	\$18.95	\$19.02	\$19.60	\$19.84	\$19.95	\$20.11	\$20.26	\$20.35	\$20.44	\$20.73	\$21.01	\$21.23
"A" Building Secretary	\$19.03	\$19.43	\$19.51	\$20.04	\$20.15	\$20.44	\$20.79	\$21.15	\$21.25	\$21.35	\$21.62	\$21.90	\$22.18
"B" Building Secretary	\$18.49	\$18.95	\$19.21	\$19.66	\$19.84	\$20.10	\$20.23	\$20.64	\$20.73	\$20.82	\$21.11	\$21.41	\$21.70
Head Cook	\$19.51	\$19.69	\$19.83	\$20.32	\$20.53	\$20.66	\$20.83	\$20.97	\$21.07	\$21.16	\$21.44	\$21.72	\$21.95
Teaching Aide	\$17.94	\$18.44	\$18.61	\$19.09	\$19.33	\$19.44	\$19.60	\$19.75	\$19.85	\$19.93	\$20.22	\$20.50	\$20.75
Non-Teaching Aide	\$15.86	\$15.98	\$16.11	\$16.22	\$16.34	\$16.46	\$16.60	\$16.71	\$16.78	\$16.84	\$16.95	\$17.07	\$17.19
Bus Mechanic	\$20.45	\$20.65	\$20.85	\$21.05	\$21.25	\$21.45	\$21.65	\$21.99	\$22.09	\$22.19	\$22.39	\$22.59	\$22.79
Van Driver	\$18.55	\$18.75	\$18.95	\$19.15	\$19.35	\$19.55	\$19.75	\$19.95	\$20.15	\$20.35	\$20.55	\$20.75	\$20.95

2023-2024 School Year (\$0.50 base increase)

Classification	0	1	2	3	4	6	8	10	13	15	17	20	26
Cleaner/Sweeper	\$18.28	\$18.45	\$18.62	\$19.10	\$19.34	\$19.45	\$19.61	\$19.76	\$19.85	\$19.94	\$20.23	\$20.51	\$20.73
Custodian	\$20.35	\$20.92	\$21.59	\$22.37	\$22.90	\$23.13	\$23.31	\$23.55	\$23.64	\$23.73	\$24.14	\$24.55	\$24.97
Bus Driver	\$20.35	\$20.92	\$21.59	\$22.37	\$22.90	\$23.13	\$23.31	\$23.55	\$23.64	\$23.73	\$24.14	\$24.55	\$24.97
Cafeteria	\$18.28	\$18.45	\$18.62	\$19.10	\$19.34	\$19.45	\$19.61	\$19.76	\$19.85	\$19.94	\$20.23	\$20.51	\$20.73
General Secretary	\$19.28	\$19.45	\$19.52	\$20.10	\$20.34	\$20.45	\$20.61	\$20.76	\$20.85	\$20.94	\$21.23	\$21.51	\$21.73
"A" Building Secretary	\$19.53	\$19.93	\$20.01	\$20.54	\$20.65	\$20.94	\$21.29	\$21.65	\$21.75	\$21.85	\$22.12	\$22.40	\$22.68
"B" Building Secretary	\$18.99	\$19.45	\$19.71	\$20.16	\$20.34	\$20.60	\$20.73	\$21.14	\$21.23	\$21.32	\$21.61	\$21.91	\$22.20
Head Cook	\$20.01	\$20.19	\$20.33	\$20.82	\$21.03	\$21.16	\$21.33	\$21.47	\$21.57	\$21.66	\$21.94	\$22.22	\$22.45
Teaching Aide	\$18.44	\$18.94	\$19.11	\$19.59	\$19.83	\$19.94	\$20.10	\$20.25	\$20.35	\$20.43	\$20.72	\$21.00	\$21.25
Non-Teaching Aide	\$16.36	\$16.48	\$16.61	\$16.72	\$16.84	\$16.96	\$17.10	\$17.21	\$17.28	\$17.34	\$17.45	\$17.57	\$17.69
Bus Mechanic	\$20.95	\$21.15	\$21.35	\$21.55	\$21.75	\$21.95	\$22.15	\$22.49	\$22.59	\$22.69	\$22.89	\$23.09	\$23.29
Van Driver	\$19.05	\$19.25	\$19.45	\$19.65	\$19.85	\$20.05	\$20.25	\$20.45	\$20.65	\$20.85	\$21.05	\$21.25	\$21.45

401.01

Bus drivers making extra trips will be paid in accordance with the extended trip salary scale.

401.02 Food service employees covering the absence of another bargaining unit member in the food service department will receive his or her regular rate of pay for all hours worked covering the absence.

401.03 Any employee working in their same classification will be paid his or her regular rate of pay for all hours worked covering the absence.

401.04 Each Teacher Aide who obtains national (HQ) certification shall receive a stipend of two hundred fifty dollars (\$250) for each year (July 1- June 30) she/he maintains such certification. Payment shall be made by the first payroll period in June.

PART III

ARTICLE 500-HOLIDAYS

501 Holidays granted by the Board will be in accordance with ORC 3319.087.

502 All eleven (11) and twelve (12) month employees will receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Independence Day (July 4th)
7. Labor Day
8. Thanksgiving Day
9. Day following Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Year's Eve

503 All nine (9) and ten (10) month employees will receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

PART III

ARTICLE 600-PROFESSIONAL GROWTH

601 COMPENSATION AND REIMBURSEMENT

- 601.01 The Board shall pay all workshop fees for approved workshops attended on professional days or approved in-service training attended by members of the bargaining unit.
- 601.02 Reimbursement shall be made within three (3) weeks of the presentation of receipts in connection with the training or activity, submitted on a form provided by the Board.
- 601.03 All professional leave is subject to the approval of the Superintendent.

PART III

ARTICLE 700-DUTY FREE LUNCH PERIOD AND BREAKS

- 701 Each bargaining unit member regularly scheduled to work a minimum of six (6) hours each day will be scheduled for a thirty (30) minute duty-free uninterrupted lunch period.
- 702 Each bargaining unit member regularly scheduled to work a minimum of six (6) hours each day will be entitled to schedule one (1) fifteen (15) minute break in the morning and the afternoon.

PART III

ARTICLE 800-MINIMUM CALL-IN TIME

- 801 In the event a bargaining unit member is required to report to work other than his or her normal schedule, he or she will be guaranteed at least two (2) hours pay at the applicable rate of pay.
- 802 This provision shall not apply to bus drivers or for reporting early or staying beyond the normal schedule.

PART III

ARTICLE 900-FOUL WEATHER PROCEDURE

- 901 The responsibility for canceling or delaying the opening of school on any particular day rests with the Superintendent of Schools and Director of Transportation and Maintenance.

Efforts will be made to communicate with drivers in all areas before the final decision is made.

PART III

ARTICLE 1000-TRANSPORTATION

1001 Routes will be initially established by the Director of Transportation and Maintenance and may be modified and/or changed as the needs of the school District dictate.

1001.01 If high school transportation is eliminated and routes are reduced as a result of this change, the following will apply:

- 1001.01.01 Routes will be reconfigured as may be required;
- 1001.01.02 All routes will be bid by seniority;
- 1001.01.03 All busses will be stored at the central bus garage;
- 1001.01.04 The status quo will be restored if and when high school transportation resumes;
- 1001.01.05 Seniority will be determined as prescribed in Part III, Article 300, Section 301.02.

1001.02 All regular route bus drivers will be paid standard hours of five (5) hours per day. Any driver that works over five (5) hours per day on regular routes will be paid according to scale for additional hours worked. Should the district look to reduce costs through reduction of hours, this provision may be impacted therefore causing the district to return to timesheet verification. In this instance, all bargaining members impacted by this change will receive written notification no less than one month prior to this taking place.

1001.02.01 All drivers will be required to continue using time cards.

1001.02.02 Any driver who falls under twenty-five (25) hours will be required to work the additional hours (up to twenty-five (25) per week) within the district in some capacity as approved by the Director of Transportation and Maintenance. These hours will be reviewed at the end of each quarter by the Director Transportation and Maintenance.

1001.02.03 Each May routes will be bid on by seniority. Routes will include drive time and other duties assigned by the Director

of Transportation and Maintenance. Due to unforeseen circumstances, routes may need to be created or redistributed throughout the year. When this happens, the routes will be posted and bid by seniority.

1001.02.04 At the time of bid, each route will include at least five (5) hours of specific work time. Work time will include the 30 minutes of pre-trip preparation, specific route time, and other assigned duties within the classification established by the Director of Transportation and Maintenance

1002 FIELD TRIPS AND ATHLETIC TRIPS

1002.01 Trips will be listed on the board by the last Wednesday of the month. Selection of trips will be by seniority on the last Friday of the month for the following month. The trip selection meeting will take place after the morning routes are finished. Interested drivers must be present to select the trips they wish to drive, as permitted by order of seniority.

1002.01.01 If when bidding for trips the process does not make it through the seniority list one time, then the next trip meeting will start with the next person in line on the seniority list.

1002.01.02 All remaining trips will be assigned on a rotation basis using the district's seniority process unless such trips conflict with the driver's normally scheduled route. Interested drivers must sign-up at the start of each school year.

1002.01.03 Some trips are not part of this bid process in effort for the district to be the most cost efficient. Examples of those trips would be FFA trips driven by an advisor or van trips that can be driven by a coach or staff advisor. These trips are at the discretion of the Director of Transportation and Maintenance.

1002.01.04 If no regular driver is available to drive an extracurricular trip, the trip may be given to a substitute driver or an interested driver who did not take it initially.

1002.02 If drivers are contacted while on routes for trips per seniority, bus radios may be used but only when the bus is stopped and students are not in the process of getting on or off the bus. If drivers are contacted during nonroute times by phone, they must respond within one (1) hour of the Director of Transportation and Maintenance or his/her designee's call or the next name

on the list will be contacted. Once everyone has been contacted on the list, substitutes or other eligible staff members may be used to fill open trip slots.

- 1002.02.01 A driver electing not to drive on the assigned field trip will not be eligible for a trip until the next rotation.
- 1002.03 The Director of Transportation and Maintenance may select an available driver, if original driver is not available, and disregard the rotation when an emergency exists which is forty-eight (48) hours or less for a field trip. An emergency shall be defined as a breakdown, accident, disaster, personal illness or late requests. In the case of a driver who is called in to assist with an emergency or a breakdown, the driver shall be paid a minimum of two (2) hours at his/her regular driving rate.
- 1002.04 A driver taking a field trip has the option of driving his/her bus.
- 1002.05 If a field trip or athletic trip is canceled and the driver is not notified and reports for the trip, then the driver(s) assigned will be paid for one (1) hour.
- 1002.06 The rate of pay for field trips and athletic trips shall be determined as follows:
 - 1002.06.01 The rate of pay shall be eighteen dollars (\$18.00) per hour. This rate will start after that day's regular hours have been met.
 - 1002.06.02 The rate of pay shall be multiplied by the number of hours in the trip except as otherwise provided herein.
 - 1002.06.03 There shall be a minimum compensation of two (2) hours x field trip hourly rate of pay regardless of the length of the trip.
 - 1002.06.04 There shall be no maximum or cap to the compensation which may be earned, however, when an extra trip causes a driver(s) to work in excess of forty (40) hours in a week, the "field trip pay" provisions herein shall not apply to any of the hours worked during the field trip above the forty (40) hour limit. When this occurs, all driving time beyond the limit shall be paid at the overtime rate specified in Part III, Article 1400. Drivers are relieved of duty during extra trip layovers; therefore, this time beyond the forty (40) hour limit is not compensable.

1002.07 The Director of Transportation and Maintenance will determine in advance if a trip is one in which the driver is to drop off students two (2) trips or stay one (1) trip. If an emergency arises due to weather changes or other circumstances, the driver/advisor can make the decision to change the trip plans.

1003 DRUG AND ALCOHOL TESTING

1003.01 The cost of all drug and alcohol tests required by the Omnibus Transportation Act will not be the responsibility of the employee.

1003.02 When a driver must extend his/her hours of work in order to comply with a required random drug and alcohol test, the driver shall be paid for the actual time taken for the test and for travel to and from the test at his/her regular hourly rate.

PART III

ARTICLE 1100- CONTRACTED SERVICES

1100 The Board reserves the right to contract out for classified services insofar that the contracted services arrangement does not result in job loss to a member of the bargaining unit.

1101.01 No bargaining unit member may be replaced by a contracted service employee.

1101.02 The Board may enter into agreements for contracted management services.

1101.03 This section does not apply to positions lost through attrition, or to reduction in hours.

PART III

ARTICLE 1200-NON-CERTIFICATED TRANSFERS AND VACANCIES

1201 VACANCIES

1201.01 The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. Such a vacancy may be filled on a temporary basis until the end of the current school year, at which time the position will be posted.

1201.02 Whenever a vacancy arises, the Superintendent will give notice to every employee by electronic means. This notice will list the position vacant, duties, qualifications needed, and the deadline for applying for the position. Such written notice shall be posted electronically for forty-eight (48) hours prior to filling the position for internal candidates only. During the summer recess, notice of vacancies will be posted through district email and on the Board's website.

1201.02.01 In filling a vacancy the superintendent shall interview bargaining unit members who have indicated interest and meet minimum qualifications.

1201.03 A position is considered vacant/open when:

1201.03.01 A bargaining unit member dies.

1201.03.02 A bargaining unit member's resignation is acted upon by the Board.

1201.03.03 A bargaining unit member's retirement is acted upon by the Board.

1201.03.04 A bargaining unit member is terminated.

1201.03.05 A bargaining unit member is transferred to another position.

1201.03.06 A bargaining unit member is promoted.

1201.03.07 A bargaining unit member's disability leave extends beyond its designated limitations.

1201.03.08 A new position is created where there had been no position in the previous year.

1201.04 The definition of vacancy does not include positions that the Board does not intend to fill.

1202 TRANSFERS

1202.01 Requests for transfer to a vacancy shall be made in writing and filed with the Superintendent. The Superintendent will select the applicant he/she deems most qualified based upon the District's needs and the applicant's skill, qualifications, and expertise.

PART III

ARTICLE 1300-VACATIONS

- 1301 All full time, twelve (12) month members of the bargaining unit, from 0-5 service years shall accrue and will be eligible to schedule ten (10) days of vacation each subsequent year of employment. The member may use their vacation as it accrues, but not be advanced any days.
- 1302 Employees continuing in such service for five (5) or more years will accrue and will be eligible to schedule fifteen (15) days of vacation each subsequent year of employment.
- 1303 Employees continuing in such service for ten (10) or more years will accrue and will be eligible to schedule twenty (20) days of vacation each subsequent year of employment.
- 1304 Employees may, upon written notice, carry over to more than fifteen (15) days to the next year. Such notice must be submitted to the Treasurer no later than May 1st each school year. Any vacation accumulation that exceeds thirty (30) days shall be forfeited.
- 1305 Employees may, upon written request, be paid for no more than ten (10) days of unused vacation per year. Such requests must be submitted to the Superintendent no later than May 1st each school year.
- 1306 In calculating the number of years worked for vacation purposes, years of employment in which an employee worked fewer than twelve (12) months will not be counted.
- 1307 Upon separation of employment, employees will be paid for all accrued and unused vacation.
- 1308 Employees shall apply for vacation at least two (2) weeks in advance of the vacation. Vacations will be scheduled in accordance with the needs of the District.

PART III

ARTICLE 1400-HOURS OF WORK AND OVERTIME

- 1401 The standard work week shall not exceed forty (40) hours in any one calendar week. A calendar week begins on Monday and ends on Sunday.
- 1402 Employees will be paid the rate of one and one-half (1½) times his or her regular straight time hourly rate for all hours worked in excess of forty (40) hours in any one work week.

- 1403 For purposes of calculating overtime pay, holidays, vacation, personal leave, sick leave, or any other leave shall not be counted as hours worked.
- 1404 Any and all hours that are NOT regularly scheduled work hours on Sunday shall be compensated at one and one half (1½) times his or her regular straight time hourly rate.

PART III

ARTICLE 1500-EXTRA TIME PAY

When a bargaining unit member substitutes for another employee on extra time in the same classification, he/she shall be paid at his/her regular rate of pay.

APPENDICES

APPENDIX I

NORTH UNION LOCAL SCHOOL DISTRICT CERTIFIED SALARY SCHEDULE 2021-2022 School Year

BASE SALARY -	\$39,140.00					
YEAR	Non-Degree	BA	BA+20	MA	MA+20	MA+40
0	\$35,539.12 0.908	\$39,140.00 1	\$40,705.60 1.04	\$43,054.00 1.1	\$45,245.84 1.156	\$47,437.68 1.212
1	\$37,222.14 0.951	\$40,940.44 1.046	\$42,701.74 1.091	\$45,245.84 1.156	\$47,437.68 1.212	\$49,629.52 1.268
2	\$38,905.16 0.994	\$42,740.88 1.092	\$44,697.88 1.142	\$47,437.68 1.212	\$49,629.52 1.268	\$51,821.36 1.324
3	\$40,588.18 1.037	\$44,541.32 1.138	\$46,694.02 1.193	\$49,629.52 1.268	\$51,821.36 1.324	\$54,013.20 1.38
4	\$42,271.20 1.08	\$46,341.76 1.184	\$48,690.16 1.244	\$51,821.36 1.324	\$54,013.20 1.38	\$56,205.04 1.436
5	\$43,954.22 1.123	\$48,142.20 1.23	\$50,686.30 1.295	\$54,013.20 1.38	\$56,205.04 1.436	\$58,396.88 1.492
6	\$45,637.24 1.166	\$49,942.64 1.276	\$52,682.44 1.346	\$56,205.04 1.436	\$58,396.88 1.492	\$60,588.72 1.548
7	\$47,320.26 1.209	\$51,743.08 1.322	\$54,678.58 1.397	\$58,396.88 1.492	\$60,588.72 1.548	\$62,780.56 1.604
8	\$49,003.28 1.252	\$53,543.52 1.368	\$56,674.72 1.448	\$60,588.72 1.548	\$62,780.56 1.604	\$64,972.40 1.66
9	\$50,686.30 1.295	\$55,343.96 1.414	\$58,670.86 1.499	\$62,780.56 1.604	\$64,972.40 1.66	\$67,164.24 1.716
10	\$52,369.32 1.338	\$57,144.40 1.46	\$60,667.00 1.55	\$64,972.40 1.66	\$67,164.24 1.716	\$69,356.08 1.772
11	\$54,052.34 1.381	\$58,944.84 1.506	\$62,663.14 1.601	\$67,164.24 1.716	\$69,356.08 1.772	\$71,547.92 1.828
12	\$55,735.36 1.424	\$60,745.28 1.552	\$64,659.28 1.652	\$69,356.08 1.772	\$71,547.92 1.828	\$73,739.76 1.884
13	\$57,418.38 1.467	\$62,545.72 1.598	\$66,655.42 1.703	\$71,547.92 1.828	\$73,739.76 1.884	\$75,931.60 1.94
17	\$59,101.40 1.51	\$64,346.16 1.644	\$68,651.56 1.754	\$73,739.76 1.884	\$75,931.60 1.94	\$78,123.44 1.996
20	\$60,784.42 1.553	\$66,146.60 1.69	\$70,647.70 1.805	\$75,931.60 1.94	\$78,123.44 1.996	\$80,315.28 2.052
26	\$62,467.44 1.596	\$67,947.04 1.736	\$72,643.84 1.856	\$78,123.44 1.996	\$80,315.28 2.052	\$82,507.12 2.108

**NORTH UNION LOCAL SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
2022-2023 School Year**

BASE SALARY - **\$40,119.00**

YEAR	Non-Degree	BA	BA+20	MA	MA+20	MA+40
0	\$36,428.05	\$40,119.00	\$41,723.76	\$44,130.90	\$46,377.56	\$48,624.23
	0.908	1	1.04	1.1	1.156	1.212
1	\$38,153.17	\$41,964.47	\$43,769.83	\$46,377.56	\$48,624.23	\$50,870.89
	0.951	1.046	1.091	1.156	1.212	1.268
2	\$39,878.29	\$43,809.95	\$45,815.90	\$48,624.23	\$50,870.89	\$53,117.56
	0.994	1.092	1.142	1.212	1.268	1.324
3	\$41,603.40	\$45,655.42	\$47,861.97	\$50,870.89	\$53,117.56	\$55,364.22
	1.037	1.138	1.193	1.268	1.324	1.38
4	\$43,328.52	\$47,500.90	\$49,908.04	\$53,117.56	\$55,364.22	\$57,610.88
	1.08	1.184	1.244	1.324	1.38	1.436
5	\$45,053.64	\$49,346.37	\$51,954.11	\$55,364.22	\$57,610.88	\$59,857.55
	1.123	1.23	1.295	1.38	1.436	1.492
6	\$46,778.75	\$51,191.84	\$54,000.17	\$57,610.88	\$59,857.55	\$62,104.21
	1.166	1.276	1.346	1.436	1.492	1.548
7	\$48,503.87	\$53,037.32	\$56,046.24	\$59,857.55	\$62,104.21	\$64,350.88
	1.209	1.322	1.397	1.492	1.548	1.604
8	\$50,228.99	\$54,882.79	\$58,092.31	\$62,104.21	\$64,350.88	\$66,597.54
	1.252	1.368	1.448	1.548	1.604	1.66
9	\$51,954.11	\$56,728.27	\$60,138.38	\$64,350.88	\$66,597.54	\$68,844.20
	1.295	1.414	1.499	1.604	1.66	1.716
10	\$53,679.22	\$58,573.74	\$62,184.45	\$66,597.54	\$68,844.20	\$71,090.87
	1.338	1.46	1.55	1.66	1.716	1.772
11	\$55,404.34	\$60,419.21	\$64,230.52	\$68,844.20	\$71,090.87	\$73,337.53
	1.381	1.506	1.601	1.716	1.772	1.828
12	\$57,129.46	\$62,264.69	\$66,276.59	\$71,090.87	\$73,337.53	\$75,584.20
	1.424	1.552	1.652	1.772	1.828	1.884
13	\$58,854.57	\$64,110.16	\$68,322.66	\$73,337.53	\$75,584.20	\$77,830.86
	1.467	1.598	1.703	1.828	1.884	1.94
17	\$60,579.69	\$65,955.64	\$70,368.73	\$75,584.20	\$77,830.86	\$80,077.52
	1.51	1.644	1.754	1.884	1.94	1.996
20	\$62,304.81	\$67,801.11	\$72,414.80	\$77,830.86	\$80,077.52	\$82,324.19
	1.553	1.69	1.805	1.94	1.996	2.052
26	\$64,029.92	\$69,646.58	\$74,460.86	\$80,077.52	\$82,324.19	\$84,570.85
	1.596	1.736	1.856	1.996	2.052	2.108

**NORTH UNION LOCAL SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
2023-2024 School Year**

BASE SALARY - **\$41,122.00**

YEAR	Non-Degree	BA	BA+20	MA	MA+20	MA+40
0	\$37,338.78	\$41,122.00	\$42,766.88	\$45,234.20	\$47,537.03	\$49,839.86
	0.908	1	1.04	1.1	1.156	1.212
1	\$39,107.02	\$43,013.61	\$44,864.10	\$47,537.03	\$49,839.86	\$52,142.70
	0.951	1.046	1.091	1.156	1.212	1.268
2	\$40,875.27	\$44,905.22	\$46,961.32	\$49,839.86	\$52,142.70	\$54,445.53
	0.994	1.092	1.142	1.212	1.268	1.324
3	\$42,643.51	\$46,796.84	\$49,058.55	\$52,142.70	\$54,445.53	\$56,748.36
	1.037	1.138	1.193	1.268	1.324	1.38
4	\$44,411.76	\$48,688.45	\$51,155.77	\$54,445.53	\$56,748.36	\$59,051.19
	1.08	1.184	1.244	1.324	1.38	1.436
5	\$46,180.01	\$50,580.06	\$53,252.99	\$56,748.36	\$59,051.19	\$61,354.02
	1.123	1.23	1.295	1.38	1.436	1.492
6	\$47,948.25	\$52,471.67	\$55,350.21	\$59,051.19	\$61,354.02	\$63,656.86
	1.166	1.276	1.346	1.436	1.492	1.548
7	\$49,716.50	\$54,363.28	\$57,447.43	\$61,354.02	\$63,656.86	\$65,959.69
	1.209	1.322	1.397	1.492	1.548	1.604
8	\$51,484.74	\$56,254.90	\$59,544.66	\$63,656.86	\$65,959.69	\$68,262.52
	1.252	1.368	1.448	1.548	1.604	1.66
9	\$53,252.99	\$58,146.51	\$61,641.88	\$65,959.69	\$68,262.52	\$70,565.35
	1.295	1.414	1.499	1.604	1.66	1.716
10	\$55,021.24	\$60,038.12	\$63,739.10	\$68,262.52	\$70,565.35	\$72,868.18
	1.338	1.46	1.55	1.66	1.716	1.772
11	\$56,789.48	\$61,929.73	\$65,836.32	\$70,565.35	\$72,868.18	\$75,171.02
	1.381	1.506	1.601	1.716	1.772	1.828
12	\$58,557.73	\$63,821.34	\$67,933.54	\$72,868.18	\$75,171.02	\$77,473.85
	1.424	1.552	1.652	1.772	1.828	1.884
13	\$60,325.97	\$65,712.96	\$70,030.77	\$75,171.02	\$77,473.85	\$79,776.68
	1.467	1.598	1.703	1.828	1.884	1.94
17	\$62,094.22	\$67,604.57	\$72,127.99	\$77,473.85	\$79,776.68	\$82,079.51
	1.51	1.644	1.754	1.884	1.94	1.996
20	\$63,862.47	\$69,496.18	\$74,225.21	\$79,776.68	\$82,079.51	\$84,382.34
	1.553	1.69	1.805	1.94	1.996	2.052
26	\$65,630.71	\$71,387.79	\$76,322.43	\$82,079.51	\$84,382.34	\$86,685.18
	1.596	1.736	1.856	1.996	2.052	2.108

APPENDIX II

NORTH UNION LOCAL SCHOOL DISTRICT GRIEVANCE FORM

Grievant(s) Name (Please print):
Statement of Grievance:
Section of Agreement or Policy, Rule or Procedure claimed to have been violated:
Date, Time and Location of Occurrence:
Relief requested:

STEP 1	
Presented to Principal/Supervisor(Date):	Grievant's Signature:
Disposition:	
Response Date	Principal/Supervisor Signature:

STEP 2	
I hereby request that my grievance be forwarded to Step 2.	
Presented to Principal/Supervisor(Date):	Grievant's Signature:
Date received by Superintendent:	
Disposition:	
Response Date:	Superintendent/designee Signature:

STEP 3	
I hereby request that my grievance be forwarded to Step 3.	
Sent to Board of Education(Date):	Grievant's Signature:
Date received by Board of Education:	
Disposition:	
Response Date:	Board of Education Signature:

SUBMIT IN TRIPPLICATE

Side 1 of 2

<i>MEDIATION REQUEST</i>	
I hereby request that my grievance be forwarded to Mediation.	
Presented to Superintendent (Date):	Association Signature:
Date received by Superintendent:	
Resolution (if any):	
Date:	Superintendent/designee Signature:
Date:	Association Signature:

SUBMIT IN TRIPPLICATE

Side 2 of 2

APPENDIX III

NORTH UNION LOCAL SCHOOL DISTRICT TUITION REIMBURSEMENT REQUEST FORM

For: _____

Date of Request: _____

(Name of Employee) _____

Section I. Application

Please complete and submit this section at least fifteen (15) days before the first class meeting:

Semester or Quarter in which the course will be taken: _____

Year: _____ (Spr./Sum./Fall/Win.)

College or University: _____ Location/Branch: _____

Course Title and Course Number: _____ Credit in Hours: _____

Is credit given in semester or quarter hours? _____ Tuition Cost: _____

How is this course related to your area of responsibility, teaching assignment, and/or need for continued certification?

AGREEMENT BY THE EMPLOYEE

- 1) I understand that reimbursement for college courses is limited to fifty percent (50%) of the tuition cost for each fiscal year (July 1–June 30) and that the District will not initially commit over \$1,250.00 per teacher per year.
- 2) I attest that this is an approved accredited program verified by a college, and that the course I am taking is related to my area of responsibility, teaching assignment, and/or need for continued certification.
- 3) I am submitting this form at least fifteen (15) calendar days prior to the first class meeting.
- 4) I understand that I must receive at least a “B” or “pass” in the course and that I must submit both proof of this grade and proof of the fee payment not later than ninety (90) days after course completion.
- 5) I understand that I must work at least one (1) additional year subsequent to the receipt of tuition reimbursement. If I fail to do so, the amount of reimbursement will be deducted from my last paycheck.

Signature of Employee: _____

Section II. Review by the Superintendent

Approved for reimbursement in the amount of _____
Disapproved; Reason: _____

Superintendent's Signature: _____ Date: _____

Section III. Request for Payment – Submit within ninety (90) days of course completion

I have completed the course above and am submitting this form along with a grade report and fee payment receipt in order to receive my reimbursement

Employee's Signature: _____ Date: _____

Section IV. Approval for Payment

Payment is approved in the amount of _____

Superintendent's Signature: _____ Date: _____

TUITION REIMBURSEMENT PROVISIONS

1402.01 Upon prior approval of the Superintendent, the Board will reimburse bargaining unit members a maximum of fifty percent (50%) of tuition toward graduate course credit. The initial commitment of reimbursement will not exceed One Thousand Dollars (\$1,250.00) per employee per fiscal year.

1402.02 All proposed course work will be considered for tuition reimbursement, if given credit by a college. The course, if approved by the Superintendent, must relate to the bargaining unit member's assigned teaching and/or related area of responsibility at North Union School District, or must be necessary for continued teaching certification.

1402.03 The request for approval form may be obtained from the Superintendent's office. The request for approval shall be submitted to the Superintendent. Such requests must be submitted at least fifteen (15) calendar days prior to the first class meeting.

1402.04 Bargaining unit members must submit evidence that they received at least a "B" grade in the course taken or pass if it is a pass/fail course, as well as the proof of payment of fees paid in order to receive reimbursement. Reimbursement for summer courses will only be made to those individuals who return to their teaching capacity to the North Union School District the following school year.

1402.05 A request for reimbursement and any requirement documentation must be submitted by the teacher within ninety (90) days of completion of course completion.

1402.06 Bargaining unit members who receive reimbursement agree to work at least one (1) additional school year subsequent to receipt of such monies. If this reimbursement is not met, then the amount of reimbursement will be deducted from the unit member's last paycheck. In the event a unit member does not meet this requirement and has been issued his/her last paycheck, the Board retains the right to collect monies owed through the Court of Competent Jurisdiction.

1402.07 The Board agrees to appropriate annually Twenty-Three Thousand Dollars (\$23,000.00) on July 1 for the college tuition reimbursement program. The Superintendent will accept tuition reimbursement applications on June 15 or after for the coming fiscal year, which runs July 1 through June 30.

1402.08 Funds appropriated for tuition reimbursement may not be carried over to the subsequent fiscal year if unused. On April 30 of the fiscal year, the non-committed amount of appropriated funds will be identified. The non-committed funds will be, to the extent possible, distributed evenly to those persons making application for tuition reimbursement for whom less than fifty percent (50%) reimbursement has been provided for approved course(s). In no instance will more than fifty percent (50%) reimbursement be provided for course(s). However, if non-committed funds are still available as of April 30, reimbursement to individuals may exceed the maximum initial commitment of reimbursement allowed in 1402.01 per applicant per year.

NORTH UNION LOCAL SCHOOL DISTRICT

APPENDIX IV

**Cook/Food Services Worker
Evaluation Form**

Employee Name _____
Date: _____

Building _____

RESPONSIBILITIES	5	4	3	2	1	N/A	Comments
1. Adheres to health department standards for food safety							
2. Keeps written inventory of food and supplies							
3. Keeps work stations neat and clean at all times							
4. Uses correct procedures of quantity and quality meal preparation							
5. Uses correct procedures of efficient, effective, and friendly serving							
6. Uses correct procedures of sanitation							
7. Uses correct procedures of housekeeping							
8. Uses correct procedures of maintenance reporting							
9. Maintain accurate daily reports							
PERSONAL							Comments
1. Appearance							
2. Attendance							
3. Attitude							
4. Reliability							
5. Confidentiality							
RELATIONSHIPS							Comments
1. With Supervisor							
2. With Staff							
3. With students							
4. With public							
PERFORMANCE							Comments
1. Technology skills							
2. Communication skills							
3. Problem solving skills							
4. Quality of work							
5. Quantity Of work							
6. Flexibility							
7. Work independently							
8. Knowledge/adherence of safety practices							
9. Knowledge/adherence of policies/procedures							
10. Knowledge of job responsibilities							

5- Far Exceeds

4-Exceeds

3- Meets

2- Needs Improvement

1- Unsatisfactory

NIA- Non-applicable

NORTH UNION LOCAL SCHOOL DISTRICT

EMPLOYEE COMMENTS:

Employee Signature

Date

Your signature does not indicate agreement with the contents of the evaluation. Please sign below to indicate that you have received a copy of the evaluation.

Employee Signature

Date

APPENDIX V

Custodian/Sweeper-Cleaner Evaluation Form

RESPONSIBILITIES	5	4	3	2	1	N/A	Comments
1. Reports mechanical breakdowns in a timely fashion							
2. Keep mechanical rooms/custodial closets clean and free of clutter							
3. Supervise and help with all deliveries							
4. Complete outside responsibilities in a timely fashion							
5. Clean/maintain all glass							
6. Clean/maintain gymnasium							
7. Clean/maintain locker rooms							
8. Clean/maintain hallways							
9. Clean/maintain office areas							
10. Clean/maintain cafeteria							
11. Clean/maintain restrooms							
12. Perform other duties as assigned by supervisor							
PERSONAL							Comments
1. Appearance							
2. Attendance							
3. Attitude							
4. Reliability							
5. Confidentiality							
RELATIONSHIPS							Comments
1. With Supervisor							
2. With Staff							
3. With students							
4. With public							
PERFORMANCE							Comments
1. Technology skills							
2. Communication skills							
3. Problem solving skills							
4. Quality of work							
5. Quantity Of work							
6. Flexibility							
7. Work independently							
8. Knowledge/adherence of safety practices							
9. Knowledge/adherence of policies/procedures							
10. Knowledge of job responsibilities							

5- Far Exceeds

4-Exceeds

3- Meets

2- Needs Improvement

1- Unsatisfactory

N/A- Non-applicable

EVALUATOR'S COMMENTS:

Evaluator's Signature

Date

EMPLOYEE COMMENTS:

Employee Signature

Date

Your signature does not indicate agreement with the contents of the evaluation. Please sign below to indicate that you have received a copy of the evaluation.

Employee Signature

Date

APPENDIX VI

NORTH UNION LOCAL SCHOOL DISTRICT
Aide
Evaluation Form

RESPONSIBILITIES	5	4	3	2	1	N/A	Comments
1. Supervise students and maintain discipline in assigned area							
2. Work with individual students and small groups as directed							
3. Account for student attendance during schedule time							
4. Maintain respect at all times for confidential information such as student records and scores							
5. Attend meetings as required							
6. Participate in instructional activities as directed by teacher							
7. Perform other duties as assigned by supervisor							
PERSONAL							Comments
1. Appearance							
2. Attendance							
3. Attitude							
4. Reliability							
5. Confidentiality							
RELATIONSHIPS							Comments
1. With Supervisor							
2. With Staff							
3. With students							
4. With public							
PERFORMANCE							Comments
1. Technology skills							
2. Communication skills							
3. Problem solving skills							
4. Quality of work							
5. Quantity Of work							
6. Flexibility							
7. Work independently							
8. Knowledge/adherence of safety practices							
9. Knowledge/adherence of policies/procedures							
10. Knowledge of job responsibilities							

5- Far Exceeds

4-Exceeds

3- Meets

2- Needs Improvement

1- Unsatisfactory

N/A- Non-applicable

EMPLOYEE COMMENTS:

Employee Signature

Date

evaluation. the Please sign below to indicate that you

APPENDIX VII

Bus Driver Evaluation Form

RESPONSIBILITIES	5	4	3	2	1	N/A	Comments
1. Adhere to all traffic laws while driving							
2. Maintain current route sheets							
3. Clean/maintain cleanliness of bus							
4. Supervise students and maintain discipline on bus							
5. Complete pre-trips responsibilities							
6. Submit maintenance requests in a timely fashion							
7. Perform other duties as assigned by supervisor							
PERSONAL							Comments
1. Appearance							
2. Attendance							
3. Attitude							
4. Reliability							
5. Confidentiality							
RELATIONSHIPS							Comments
1. With Supervisor							
2. With Staff							
3. With students							
4. With public							
PERFORMANCE							Comments
1. Technology skills							
2. Communication skills							
3. Problem solving skills							
4. Quality of work							
5. Quantity Of work							
6. Flexibility							
7. Work independently							

8. Knowledge/adherence of safety practices						
9. Knowledge/adherence of policies/procedures						
10. Knowledge of job responsibilities						

5- Far Exceeds

4-Exceeds

3- Meets

2- Needs Improvement

1- Unsatisfactory

NIA- Non-applicable

EMPLOYEE COMMENTS:

Employee Signature

Date

the evaluation. Please sign below to indicate that you

APPENDIX VIII**Bus Mechanic
Evaluation Form**

RESPONSIBILITIES	5	4	3	2	1	N/A	Comments
1. Maintain busses in good mechanical order							
2. Keep up to date maintenance records							
3. Follow all safety procedures							
4. Maintain parts inventory							
5. Maintain shop cleanliness							
6. Meet driver's expectations for repair/maintenance							
7. Perform other duties as assigned by supervisor							
PERSONAL							Comments
1. Appearance							
2. Attendance							
3. Attitude							
4. Reliability							
5. Confidentiality							
RELATIONSHIPS							Comments
1. With Supervisor							
2. With Staff							
3. With students							
4. With public							
PERFORMANCE							Comments
1. Technology skills							
2. Communication skills							
3. Problem solving skills							
4. Quality of work							
5. Quantity Of work							
6. Flexibility							
7. Work independently							
8. Knowledge/adherence of safety practices							
9. Knowledge/adherence of policies/procedures							
10. Knowledge of job responsibilities							

5- Far Exceeds

4-Exceeds

3- Meets

2- Needs Improvement

1- Unsatisfactory

N/A- Non-applicable

EMPLOYEE COMMENTS:

Employee Signature _____ Date _____

Your signature does not indicate agreement with the contents of the evaluation. Please sign below to indicate that you

APPENDIX IX

Secretary Evaluation Form

RESPONSIBILITIES	5	4	3	2	1	N/A	Comments
1. Register new students, process enrollment data, and maintain confidentiality of student data							
2. Prepare and submit electronic purchase orders/requisitions; maintain a notebook to monitor open POs							
3. Enter/maintain pupil data on computer for accurate DASL and other reporting							
4. Reconcile staff absences and account for substitutes by maintaining appropriate forms							
5. Collect fee/activity money, process receipts, and make deposits							
6. Compile, disseminate/maintain on file the daily student attendance report and enter accurate attendance data into DASL							
7. Administer basic first aid, dispense student medicine, and maintain such records under supervision of district school nurse							
8. Distribute, process, and maintain yearly student forms							
9. Keep school main office/reception area presentable and free of clutter							
10. Order and maintain inventory of instructional supplies/materials							
11. Assign all building keys and maintain records							
12. Create and maintain all bell schedules							
13. Supervise and maintain operation of all equipment in office and building work area							
14. Perform other duties as assigned by supervisor							
PERSONAL							Comments
1. Appearance							
2. Attendance							
3. Attitude							
4. Reliability							
5. Confidentiality							
RELATIONSHIPS							Comments
1. With Supervisor							
2. With Staff							
3. With students							
4. With public							
PERFORMANCE							Comments
1. Technology skills							
2. Communication skills							
3. Problem solving skills							
4. Quality of work							
5. Quantity Of work							
6. Flexibility							

7. Work independently					
8. Knowledge/adherence of safety practices					
9. Knowledge/adherence of policies/procedures					
10. Knowledge of job responsibilities					

EMPLOYEE COMMENTS:

Employee Signature

Date

Your signature does not indicate agreement with the contents of the evaluation. Please sign below to indicate that you have received a copy of the evaluation.

Employee Signature

Date

APPENDIX X

**NORTH UNION LOCAL SCHOOL DISTRICT
APPLICATION FOR APPROVAL
OF ALTERNATE PROFESSIONAL DEVELOPMENT ACTIVITY
IN LIEU OF INSERVICE ATTENDANCE ON SCHEDULED WORK DAY**

Name of Applicant _____ School _____

1. Check work day in-service for which you wish to substitute this activity. You may indicate a first (1) and second (2) choice by writing numerals in the blanks provided.
 Second work day of the school year
 Third work day of the school year
 Last work day of the school year
2. Name and description of alternate professional development activity: _____

3. Sponsor or provider of alternate professional development activity: _____
4. Number of non-school time contact hours spent in alternate professional activity (**Please attach verification documentation signed by the provider**): _____
5. Date of completion of the alternate professional development activity: _____
6. Please write a brief description of how the alternate activity relates to your teaching assignment and to the state academic content standards: _____

Note: This request must be submitted at least thirty (30) days in advance of the work day for which you wish to substitute an activity.

Assurances

I understand that I am responsible for getting grades completed and cleared before the deadline for each nine (9) week grading period and for all end-of-year checklist items if the last workday is not attended. I also understand that the administration reserves the right to limit the number of staff who will not be attending on a scheduled workday.

Signature of Applicant _____

For Central Office Use

Date Received: _____

Action by the Superintendent

Approval of activity in lieu of workday _____
 Disapproval _____

Comments: _____

APPENDIX XI

This form must be completed and sent to the Superintendent upon completion of additional classroom work. This form shall be attached to the University transcript or grade sheet to verify successful completion of course work.

This new pay rate shall begin at the start of either the first semester or the second semester, whichever is applicable.

Request for salary change from _____ to _____
Column Column

University Hours	(Qrt/Sem)	Credit Earned
1.		
2.		
3.		
4.		
5.		
6.		

Teacher Name	Teacher Signature
Date	Superintendent Signature

APPENDIX XII

NORTH UNION LOCAL SCHOOL DISTRICT
REQUEST TO TRANSFER UNUSED PERSONAL LEAVE TO SICK LEAVE
REQUEST FOR ATTENDANCE INCENTIVE BONUS

To: Treasurer/CFO

From: _____
Applying staff member (please print)

Due: July 15

I certify and request the following (check one):

A. _____ I ask that my unused personal leave balance of _____ days for this past school year be converted to sick leave and added to my balance.*

OR

B. _____ I have used _____ (#) personal days and _____ (#) sick days in this past school year and hereby apply for the attendance incentive bonus. **

Certifying Signature _____ Date _____

REFERENCE:

*Negotiated Agreement, Part I, Article 800, Other Leaves of Absence

800 Personal

801.05 Any unused personal days can be converted to sick leave (Part I, Article 700) if the bargaining unit member has also used less than seven (7) days of sick leave in the same fiscal year. Such conversion shall be requested by an employee by submitting a mutually agreed-upon form to the Treasurer by July 15 of the applicable year.

**Negotiated Agreement, Part I, Article 700, Sick Leave

703 Reimbursements

- 703.01.01 If the employee uses no sick leave and unrestricted personal leave, the employee will be reimbursed for three (3) days by the Board.
- 703.01.02 If the employee uses two (2) sick days or one (1) sick day and one (1) unrestricted personal day, the employee will be reimbursed for two (2) days by the Board.
- 703.01.03 If the employee uses three (3) sick days or two (2) sick days and one (1) unrestricted personal day, the employee will be reimbursed for one (1) day by the Board.
- 703.01.04 All reimbursements shall be made at the bargaining unit members per diem rate.

APPENDIX XII

**NORTH UNION LOCAL SCHOOL DISTRICT
SICK LEAVE BANK DONATIONS FORM**

By signing and submitting this form I hereby express my desire to "donate" a day (up to 5 days) of my accrued sick leave and or one day personal leave to the Sick Leave Bank. I fully understand that this donation will not be returned to my accrued total of sick leave at any time.

Please check your choice:

I wish to donate _____ (number) day(s) of my sick leave to the Sick Leave Bank.
 I wish to donate _____ (one) day of my unused personal leave to the Sick Leave Bank.

Date

Signature - Employee

FOR OFFICE USE ONLY

I hereby authorize the North Union Payroll Department to deduct the number of days of accrued sick leave that this employee has designated from his/her sick leave balance and to transfer that same number of days to the Sick Leave Bank.

Date

Signature - Superintendent

PAYROLL DEPARTMENT

Sick leave transfer completed on: _____

Date

Signature – Payroll Officer