08/31/2023
0199-01
23-MED-02-0125
23-MED-08-0620 (extension)
43439

MASTER AGREEMENT

BETWEEN

RIPLEY-UNION-LEWIS-HUNTINGTON EDUCATION ASSOCIATION

AND

RIPLEY-UNION-LEWIS-HUNTINGTON BOARD OF EDUCATION

[BROWN COUNTY]

EFFECTIVE: JULY 1, 2023 THROUGH JUNE 30, 2026

TABLE OF CONTENTS

ARTICLE I – RECOGNITION 1

1.01 ASSOCIATION RECOGNITION: 1
1.02 BOARD RECOGNITION: 1
1.03 BARGAINING UNIT DEFINED: 1
1.04 RIGHT OF ASSOCIATION MEMBERS: 1
1.05 PART-TIME TEACHERS 2

ARTICLE II – NEGOTIATIONS PROCEDURE 2

2.01 INITIATING NEGOTIATIONS: 2
2.02 REQUEST FOR NEGOTIATIONS: 2
2.03 INITIAL NEGOTIATIONS SESSION: 2
2.04 EXCHANGE OF PROPOSALS: 3
2.05 SUBSEQUENT NEGOTIATIONS SESSIONS: 3
2.06 SCOPE OF BARGAINING: 3
2.07 GOOD FAITH: 3
2.08 NEGOTIATION TEAMS: 3
2.09 USE OF CONSULTANTS: 3
2.10 CAUCUS: 4
2.11 PRESS RELEASES: 4
2.12 TIME LIMITS: 4
2.13 AGREEMENT: 4
2.14 DISAGREEMENT/IMPASSE PROCEDURE: 4

ARTICLE III – GRIEVANCE PROCEDURE 5

3.01 DEFINITION OF GRIEVANCE: 5
3.02 TIME LIMITS: 5
3.03 SCHEDULING OF GRIEVANCE HEARINGS: 5
3.04 RIGHT TO REPRESENTATION: 5
3.05 CONFIDENTIALITY OF PROCEEDINGS: 6
3.06 RIGHT TO PRESENT WITNESS (ES): 6
3.07 STEP ONE – INFORMAL: 6
3.08 STEP TWO – SUPERINTENDENT: 6
3.09 STEP THREE – BOARD: ..... **Error! Bookmark not defined.**
3.10 STEP FOUR – ARBITRATION: 7

ARTICLE IV – ASSOCIATION RIGHTS 8

4.01 PAYROLL DEDUCTION OF ASSOCIATION DUES: 8
4.02 USE OF SCHOOL EQUIPMENT AND FACILITIES: 8
4.03 USE OF BULLETIN BOARDS: 8
4.04 BOARD INFORMATION: 9
4.05 INTERNAL SCHOOL COMMUNICATION: 9
4.06 ASSOCIATION ADDRESSING BOARD: 9

4.07 ASSOCIATION RELEASED TIME: 9
4.08 FAIR SHARE FEE: 9
4.09 EMPLOYEE ORIENTATION 10

ARTICLE V – COMPENSATION 9

5.01 CERTIFIED SALARY: 10
5.02 MA + 15 SALARY COLUMN: 10
5.03 SUPPLEMENTAL SALARIES: 10
5.04 INTERNAL SUBSTITUTION: 11
5.05 PAYROLL PRACTICES: 11
5.06 MILEAGE RATE: 12

ARTICLE VI – FRINGE BENEFITS 12

6.01 HOSPITALIZATION/MAJOR MEDICAL: 12
6.02 LIFE INSURANCE: 13
6.03 COLLEGE REIMBURSEMENT FUND: 13
6.04 SEVERANCE PAY: 14
6.05 SUPER SEVERANCE: 14
6.06 STRS PICKUP: 15
6.07 PLAN 125 (PREMIUM SECTION ONLY): 16
6.08 PLAN 125 FLEXIBLE SPENDING ACCOUNT (FSA): 16

ARTICLE VII – LEAVES OF ABSENCE 17

7.01 SICK LEAVE: 17
7.02 SICK LEAVE POOL: 18
7.03 PERSONAL LEAVE: 19
7.04 NON-USE INCENTIVES: 19
7.05 ASSAULT LEAVE: 20
7.06 FAMILY AND MEDICAL LEAVE: 20
7.07 PROFESSIONAL LEAVE: 20
7.08 UNPAID LEAVE OF ABSENCE: 21

ARTICLE VIII – WORKING CONDITIONS 21

8.01 SCHOOL YEAR: 21
8.02 SCHOOL DAY: 21
8.03 LENGTHENING OF SCHOOL YEAR OR SCHOOL DAY: 22
8.04 SCHOOL CALENDAR: 22
8.05 TEACHERS' MEETING ATTENDANCE: 22
8.06 PLANNING TIMES: 22
8.07 DUTY-FREE LUNCH: 22
8.08 CLASS SIZE: 22

8.09 ACCOMODATION OF SPECIAL NEEDS STUDENTS/ADMINISTRATION OF MEDICINE: 23
8.10 SUPPLIES AND MATERIALS: 23
8.11 CONTRACTS: 23
8.12 RESIDENT EDUCATOR ASSIGNMENTS: 24
8.13 COMPLAINTS ABOUT TEACHERS: 24
8.14 PROGRESSIVE DISCIPLINE: 25
8.15 LABOR MANAGEMENT: 26
8.16 COMMITTEES 26
8.17 HEALTH AND SAFETY: 27
8.18 PERSONNEL FILE: 27
8.19 ROTC EMPLOYMENT FOR NEW HIRES 28
8.20 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE: 28
8.21 PARENT-TEACHER CONFERENCES: 30

ARTICLE IX – EVALUATION AND FAIR DISMISSAL 30

9.01 EVALUATION: 30
9.02 FAIR DISMISSAL: 30
9.03 OTES EVALUATION COMMITTEE: 32

ARTICLE X – REDUCTION IN FORCE AND SENIORITY 32

10.01 REDUCTION IN FORCE: 32
10.02 SENIORITY DEFINED: 34

ARTICLE XI – VACANCIES, TRANSFERS AND ASSIGNMENT 35

11.01 VACANCIES AND TRANSFERS: 35
11.02 ASSIGNMENT OF TEACHERS: 36
11.03 SUPPLEMENTAL VACANCIES: 37
11.04 EMPLOYMENT OF RETIRED TEACHERS: 37
11.05 IEP PREPARATION: 39
11.06 VOLUNTARY TRANSFER PROCEDURE: 39

ARTICLE XII – EFFECTS OF THE AGREEMENT 40

12.01 CONTRARY TO LAW: 40
12.02 DURATION OF AGREEMENT: 40
12.03 COMPLETE AGREEMENT: 40

APPENDIX A – GRIEVANCE REPORT FORM 41

APPENDIX B - EMPLOYEE SALARY SCHEDULE 42

APPENDIX C - SUPPLEMENTAL SALARY SCHEDULE 45

APPENDIX D – COURSE APPROVAL APPLICATION FOR GRADUATE TUITION REIMBURSEMENT 49

APPENDIX E – ABSENCE REQUEST 50

APPENDIX F – PERFECT ATTENDANCE / PERSONAL LEAVE BONUS 51

APPENDIX G – SICK LEAVE POOL APPLICATION FORM 52

APPENDIX H – TEACHER EVALUATION FORM 53

APPENDIX I – COMPLAINT FORM 55

APPENDIX J – COACHING EVALUATION FORM 56

ARTICLE I – RECOGNITION

1.01 ASSOCIATION RECOGNITION:

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

1.02 BOARD RECOGNITION:

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

1.03 BARGAINING UNIT DEFINED:

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

1.04 RIGHT OF ASSOCIATION MEMBERS:

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

1.05 PART-TIME TEACHERS

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

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

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

ARTICLE II – NEGOTIATIONS PROCEDURE

2.01 INITIATING NEGOTIATIONS:

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

2.02 REQUEST FOR NEGOTIATIONS:

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

2.03 INITIAL NEGOTIATIONS SESSION:

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

2.04 EXCHANGE OF PROPOSALS:

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

2.05 SUBSEQUENT NEGOTIATIONS SESSIONS:

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

2.051 SCHEDULING OF SUBSEQUENT SESSIONS:

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

2.052 LENGTH OF BARGAINING SESSIONS:

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

2.06 SCOPE OF BARGAINING:

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

2.07 GOOD FAITH:

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

2.08 NEGOTIATION TEAMS:

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

2.09 USE OF CONSULTANTS:

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

2.10 CAUCUS:

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

2.11 PRESS RELEASES:

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

2.12 TIME LIMITS:

The time limits set forth in Article 2 may be modified by mutual agreement.

2.13 AGREEMENT:

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

2.14 DISAGREEMENT/IMPASSE PROCEDURE:

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

2.141 MEDIATION:

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

2.142 MEDIATION PERIOD:

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

2.143 RIGHT TO STRIKE:

The mediation period shall be thirty (30) calendar days set forth in 2.142, subject to any agreed upon extension of time, and assuming the contract has expired and no agreement has been reached, the employees in the bargaining unit represented by the Association shall have the right to strike

provided that the Association has given ten (10) working days' notice of an intent to strike to the Board and the State Employment Relations Board (SERB) as required by 4117.14 of O.R.C. and further provided the Association has submitted the Board's final offer to a vote of its full membership.

2.144 MUTUALLY AGREED-TO DISPUTE RESOLUTION PROCEDURE:

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

ARTICLE III – GRIEVANCE PROCEDURE

3.01 DEFINITION OF GRIEVANCE:

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

3.02 TIME LIMITS:

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

3.021 FAILURE TO PROCESS WITHIN TIME LIMITS:

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

3.022 EXTENSION OF TIME LIMITS:

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

3.03 SCHEDULING OF GRIEVANCE HEARINGS:

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

3.04 RIGHT TO REPRESENTATION:

The grievant will be afforded representation at any step in the grievance procedure.

3.05 CONFIDENTIALITY OF PROCEEDINGS:

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

3.051 GRIEVANCE RECORDS:

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

3.06 RIGHT TO PRESENT WITNESS(ES):

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

3.07 STEP ONE – INFORMAL:

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

3.08 STEP TWO – SUPERINTENDENT:

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

3.081 STEP TWO MEETING:

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

3.082 WRITTEN DECISION:

The Superintendent shall take action on the written grievance within ten (10) days after said meeting. The action taken and the reasons for the action

shall be reduced to writing and a copy of the same shall be forwarded to the employee.

3.09 STEP THREE – ARBITRATION:

If the dispute is unable to be resolved at Step 2, the Association may appeal in writing to binding arbitration. The notice of appeal shall be sent by email to the Treasurer, within ten (10) calendar days of the Association's receipt of the decision of the Superintendent. Failure to file such appeal within ten (10) calendar days of the receipt of the Superintndent's decision shall be deemed a waiver of the right to appeal.

3.091 SELECTION OF ARBITRATOR:

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

3.092 HEARING DETERMINATION:

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

3.093 POWER OF ARBITRATOR:

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

3.094 DECISION OF ARBITRATOR:

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

3.095 ARBITRATOR EXPENSES:

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

3.096 PARTIES TO / WITNESSES FOR ARBITRATION:

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

ARTICLE IV – ASSOCIATION RIGHTS

4.01 PAYROLL DEDUCTION OF ASSOCIATION DUES:

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

4.011 CONTINUING ENROLLMENT:

Once requested, dues deduction and membership authorization shall be continuous for the duration of this negotiated Agreement. The deductions shall be made without cost to the employee or the Association. The membership year is from September 1 through August 31 and is continuous membership. A membership cancellation period exists from August 1 – August 31 of the negotiated agreement and a member will be required to notify the Association President, Association Treasurer and Local District Treasurer in writing to cancel membership. If an employee leaves employment or initiates an unpaid leave after the beginning of the work year, the Board will deduct the remaining annual dues deductions due the Association in an employee's final pay.

Upon enrollment, the Association will notify the employee that enrollment will be continuous throughout the year until the next enrollment period. The dues deduction authorization provided for herein, shall not be revoked except during the open period set forth above.

4.02 USE OF SCHOOL EQUIPMENT AND FACILITIES:

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

4.03 USE OF BULLETIN BOARDS:

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

4.04 BOARD INFORMATION:

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

a) training and experience grid;
"

b) any other public documents accessible to the public at large.

4.05 INTERNAL SCHOOL COMMUNICATION:

Representatives of the Association may make announcements over the building public address system. These announcements shall be limited to after school and the first five minutes and the last five minutes of the school day. The Association shall be allowed to use staff mailboxes, school email, and use the internal mail delivery system to conduct Association business. It shall not conduct the Association business during the school day. Upon request, Association representatives shall be granted up to ten (10) minutes to make Association related announcements to teachers at all district and faculty meetings.

4.06 ASSOCIATION ADDRESSING BOARD:

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

4.07 ASSOCIATION RELEASED TIME:

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

4.08 FAIR SHARE FEE:

This Article is null and void as a matter of law based on the U.S. Supreme Court's decision in Janus v. AFSCME, Council 31, 585 U.S. __; 138 S. Ct. 2448 (2018). In the event the decision is overturned the language from this Article contained in the the 2017-2020 contract shall be restored.

4.09 EMPLOYEE ORIENTATION

The Association shall have the right to participate in any orientation meetings at the beginning of the school year for new staff members. The Association President will be given a ten (ten) day notice of the date(s) and time of any new staff orientation meetings.

ARTICLE V – COMPENSATION

5.01 CERTIFIED SALARY:

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

2023-2024	2.5% Increase	$34,367
2024-2025	2.0% Increase	$35,054
2025-2026	3.0% Increase	$36,106

Beginning with the 2023-2024 school year, the flat rate on step 27 will be increased to $750, step 29 will be increased to $1,000 and the flat rate on step 30 will be increased to $1,500.

At the time of initial hire, if the applicant has less than five (5) years of service, the Board may place the applicant up to three (3) steps higher than the applicant's actual service credit. If the applicant has more than five (5) years of service, the Board may place the applicant up to two (2) steps higher than the applicant's actual service credit. In both cases, the applicant will remain frozen at the step until such time as the applicant gains the actual service credit for the step at which he/she was placed. To be eligible, the person must be properly certificated/licensed, or awaiting certification/licensure, and be highly qualified.

5.02 MA + 15 SALARY COLUMN/MASTERS +30:

Hours for placement on the MA + 15 column shall be graduate hours earned after receipt of a Master's Degree.

Any person having a Master's degree with thirty (30) additional graduate hours earned after the receipt of a Master's degree shall be paid an additional Twelve Hundred Dollars ($1,200.00) per year to be added on to the annual salary and paid over twenty-six (26) pays.

5.03 SUPPLEMENTAL SALARIES:

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

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

5.04 INTERNAL SUBSTITUTION:

Teachers needed to sub for classes will be paid twenty-five dollars ($25.00) per hour or six dollars and twenty-five cents ($6.25) per quarter hour, but not to exceed one hundred twenty-five dollars ($125.00) per day. The total amount paid for an individual teacher's absence pursuant to this provision shall not exceed the daily substitute rate, and will be prorated if the students are split amongst multiple teachers.

5.041 ATTENDANCE AT MEETINGS:

Meetings during regular school hours may be attended by a teacher-selected representative, and a substitute will be provided for the selected representative.

A teacher-selected representative may also attend meetings after school hours, but that representative shall be reimbursed at the rate of twenty dollars ($20.00) per hour or five dollars ($5.00) per quarter hour.

If necessary, meetings may be scheduled during a teacher's planning period. However, in no event will a teacher be required to attend more than four (4) meetings per calendar month during a teacher's planning period. If the number of meetings exceed four (4) meetings then the teacher shall be paid the rate set forth in this section. Teachers shall not be compensated for TBT meetings, OTES conferences or for meetings regarding public complaints as described in 8.13.

5.0411 IEP WAIT TIME:

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

5.05 PAYROLL PRACTICES:

5.051 SALARY PAYMENTS:

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

5.052 PAYROLL DEDUCTIONS:

These payments shall have deductions for the following:

1) teacher's retirement (required);
2) withholding (required);
3) optional insurance (optional) bi-monthly;
4) tax-sheltered annuity (optional) eight limit bi-monthly;
5) Credit union (optional) bi-monthly;
6) Association dues deduction by Treasurer if requested, 26 periods equal monthly installments – sent directly to Columbus. The Association shall keep the Board apprised of any change in address for such payments to be remitted to.

5.053 DEDUCTIONS FOR ABSENCE:

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

5.054 DISCONTINUATION OF SERVICE:

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

5.06 MILEAGE RATE:

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

ARTICLE VI – FRINGE BENEFITS

6.01 HOSPITALIZATION/MAJOR MEDICAL:

The Board shall offer each bargaining unit member hospitalization and major medical coverage through the Brown County Health Insurance Consortium or other carrier and shall maintain the current schedule of benefits offered by the Consortium. The Board agrees to assume and pay eighty-nine percent (89%) of the single or family premium, employee pays eleven percent (11%).

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

6.02 LIFE INSURANCE:

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

6.03 COLLEGE REIMBURSEMENT FUND:

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

6.031 APPROVAL:

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

6.032 REIMBURSEMENT REQUIREMENTS:

The transcript and receipt of payment for additional hours must be in the hands of the Superintendent by the 15th of September to receive reimbursement through the Treasurer's Office in November. The teacher must be under contract with the Ripley-Union-Lewis-Huntington Local Schools at the time of reimbursement.

6.033 REIMBURSEMENT SCHEDULE:

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

6.034 MINIMUM LENGTH OF EMPLOYMENT:

A teacher who receives tuition reimbursement must complete the school year immediately following receipt of the reimbursement as well as the following school year. If a teacher resigns or is terminated for cause during this period, the teacher must pay back to the Board the tuition reimbursement received. Any tuition required to be returned to the Board will be done through payroll deduction. This section does not apply to

teachers who have been employed by the Board for twelve (12) years or more.

6.04 SEVERANCE PAY:

Severance pay is paid to employees of the bargaining unit upon their retirement from active school service under the provisions of the State Teachers Retirement System. Members desiring to take advantage of tax deferred options for severance should consult their tax professional. The severance pay will be paid as follows:

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

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

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

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

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

In order to receive a severance payment, the teacher must contemporaneously retire through the State Teachers Retirement System and must present proof of such retirement to the District Treasurer, in the form of the teacher's pension payment stub, within one year of retiring.

6.05 SUPER SEVERANCE:

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

the member first becomes eligible to receive those benefits. Eligibility information is available at www.strsoh.org.

ELIGIBILITY

Eligible to retire shall be as defined by the State Teachers Retirement System as set forth in the chart contained in this section entitled "Eligibility Requirements for Unreduced Benefits". STRS is solely responsible for setting eligibility requirements which may be amended from time to time by STRS.

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

6.051 SCHEDULE OF SUPER SEVERANCE PAYMENT:

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

6.052 SUPER SEVERANCE:

6.0521 LUMP SUM:

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

6.06 STRS PICKUP:

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

6.061 AMOUNT OF PICKUP:

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

6.062 UNIFORM APPLICATION:

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

6.063 AFFECTED COMPENSATION:

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

6.064 INDEMNIFICATION:

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

6.065 LIMITATION:

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

6.07 PLAN 125 (PREMIUM SECTION ONLY):

6.071 RIGHT TO PARTICIPATE:

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

6.072 SELECTION OF COMPANY/FORMS:

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

6.073 CONTINUATION OF PARTICIPATION:

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

6.08 PLAN 125 FLEXIBLE SPENDING ACCOUNT (FSA):

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

6.09 DENTAL INSURANCE

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

ARTICLE VII – LEAVES OF ABSENCE

7.01 BUILDING LEAVE RESTRICTIONS:

No more than a total of five (5) people per building will be permitted to be out on scheduled paid leave on a given day, except in cases of emergency. Unscheduled sick leave due to illness and emergency personal leave will not be subject to this limitation.

7.02 SICK LEAVE:

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

7.021 RESTRICTIONS ON USE OF SICK LEAVE:

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

For the death of persons not meeting the definition of immediate family as defined in Section 7.022, sick leave may be granted at the discretion of the Superintendent, up to a maximum of three (3) days, or more, as approved by the Superintendent. Prior approval for the leave shall be required and shall not be unreasonably denied.

7.022 IMMEDIATE FAMILY DEFINED:

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

7.023 ACCUMULATION:

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

7.03 SICK LEAVE POOL:

The sick leave pool is a voluntary plan allowing teachers to donate up to ten (10) sick leave days for a pool to be used by teachers who experience catastrophic illness or need as determined by a joint committee of five members, including at least one member from each building, the Association President and Vice President, In the event a member of the committee is seeking sick leave donation, the Association President shall select a designee to stand in the members place. The committee meetings shall be in executive session and all information discussed shall be considered confidential. Decisions require a majority vote of the committee; results are given to the teacher jointly, and are final. Any member is limited to no more than 10 days in any given year and efforts will be made to assist the teacher to apply for disability under STRS guidelines if more time off is required. In special circumstances, the committee may extend the amount of days given. Payment from the pool will begin only after a member has used all of his/her accumulated sick days, available sick day advances and personal days. (**See APPENDIX G**)

7.04 PERSONAL LEAVE:

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

7.041 NOTICE REQUIREMENTS:

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

7.042 RESTRICTIONS ON USE OF PERSONAL LEAVE:

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

7.043 TRANSFER:

If a teacher has an unused personal leave day and upon giving written notice to the Treasurer by June 1, a teacher may elect to transfer a maximum of one (1) personal leave day to the following school year in lieu of non-use incentive for that day. This will allow for no more than four (4) personal days in any given year. Any remaining unused personal leave days will be subject to Article 7.04, non-use incentives. The option to

transfer a personal leave day is not available to teachers who receive the perfect attendance bonus for both semesters within a single school year.

7.05 ATTENDANCE INCENTIVES:

Attendance of teachers shall be incentivized according to the following scale:

First Semester:

Members who attain perfect attendance by not using a single sick or personal leave day during the first semester shall be paid $600 by submitting the First Semester Attendance Incentive form as set forth in Appendix F1.

Members who miss only one day (either sick or personal leave) during the first semester shall receive $400 by submitting the First Semester Attendance Incentive form as set forth in Appendix F1.

Members who miss only two days (either sick or personal leave) during the first semester shall receive $200 by submitting the First Semester Attendance Incentive form as set forth in Appendix F1.

Members who miss more than 2 days in the first semester shall not be entitled to first semester attendance incentive.

Second Semester

Members who attain perfect attendance by not using a single sick or personal leave day during the second semester shall be paid $600 by submitting the Second Semester Attendance Incentive form as set forth in Appendix F1.

Members who miss only one day (either sick or personal leave) during the second semester shall receive $400 by submitting the Second Semester Attendance Incentive form as set forth in Appendix F1.

Members who miss only two days (either sick or personal leave) during the second semester shall receive $200 by submitting the Second Semester Attendance Incentive form as set forth in Appendix F1.

Members who miss more than 2 days in the second semester shall not be entitled to second semester attendance incentive.

Personal Leave Payout and Carryover

Members who receive either first or second semester attendance incentive payment shall not be entitled to payout for any accrued but unused personal days at the end of the year. However, such members may roll a personal day over to the next school year if the member has one available and chooses to do so.

Members who do not qualify for attendance incentive in either the first or second semester shall be entitled to payment for any accrued but unused personal days at the rate of $100 per day at a maximum of three days. Such members who have four personal days at the end of the second semester may choose to roll one over to the next school year.

Use of a rollover personal day does not impact the ability of a member to receive the attendance incentive.

Members who receive the perfect attendance incentive for both semesters in a single school year are ineligible for personal leave payout but may roll over a personal day into the next school year.

7.06 ASSAULT LEAVE:

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

7.061 PHYSICIAN STATEMENT:

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

7.07 FAMILY AND MEDICAL LEAVE:

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

7.08 PROFESSIONAL LEAVE:

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

7.09 UNPAID LEAVE OF ABSENCE:

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

ARTICLE VIII – WORKING CONDITIONS

8.01 SCHOOL YEAR:

The school year shall consist of no more than one hundred eighty two (182) days which shall include at least two (2) in-service days. One half day prior to the beginning of school shall be scheduled as a independent teacher work day within the classroom.

Calamity Day Plan

Should it be determined by the Superintendent that schools cannot be opened for students, the District agrees that it will not make up the first eight (8) days of those closures. After the 5th day, the Superintendent and the Association will meet, if possible, to discuss the following options to make up days lost on closures in excess of the 8th day:

1. Make up the day(s) at the end of the school year;
2. Do not make up the day.
3. Extend the teacher workday; or
4. Blizzard Bags, or the equivalent thereof.

Following the meeting the Board will implement one of the above options, if no agreement is reached.

8.011 NON-INSTRUCTIONAL RELEASE TIME:

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

8.02 SCHOOL DAY:

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

8.03 LENGTHENING OF SCHOOL YEAR OR SCHOOL DAY:

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

8.04 SCHOOL CALENDAR:

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

On professional development days scheduled into the calendar which could/should require review, training, collaboration, e.g., Google Suite, the PD committee will build into the schedule time to review, collaborate after the training within that work day.

8.05 TEACHERS' MEETING ATTENDANCE:

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

8.06 PLANNING TIMES:

Teachers shall receive an uninterrupted period each day of not less than fifty (50) minutes for the purposes of planning and preparation. Planning time should be used for a prearranged parent-teacher conference, if requested.

8.07 DUTY-FREE LUNCH:

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

8.08 CLASS SIZE:

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

Standards for Elementary and Secondary Schools and the North Central Guidelines.

8.09 ACCOMMODATION OF SPECIAL NEEDS STUDENTS/ADMINISTRATION OF MEDICATION:

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

8.10 SUPPLIES AND MATERIALS:

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

8.11 CONTRACTS:

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

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

8.111 CONTRACT SEQUENCE:

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

8.112 ONE-YEAR PROBATIONARY CONTRACT:

In lieu of being non-renewed, a teacher may accept a one-year probationary contract instead of the three-year limited contract that would have followed.

By accepting this one-year probationary contract, the teacher gives up the right to contest the issuance of this contract.

8.113 CONTINUING CONTRACT NOTIFICATION/EXTENDED LIMITED PROCESS

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

Upon receiving the notice from a teacher that he/she is eligible for continuing contract, and after having completed the evaluations of the teacher, if the Superintendent believes that the teacher is in need of further professional development based upon the teacher's performance evaluations or other documented performance issues, the Superintendent may recommend the issuance of a one year extended limited contract to the teacher. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the teacher, in writing, of the reasons for the recommendation and shall meet with the teacher upon the teacher's request. Should the teacher be employed under an extended limited contract pursuant to this Section, and the teacher is re-employed upon the conclusion of the extended limited contract, it must be under a continuing contract.

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

8.12 RESIDENT EDUCATOR PROGRAM:

The Board of Education shall comply with the requirements of the Ohio Resident Educator Program. Resident Educator Mentors shall be paid a total $500/year regardless of whether paid by the ESC or the Board.

8.13 COMPLAINTS ABOUT TEACHERS:

At any level of the following procedures, a teacher may be represented by a union representative of their choosing.

INFORMAL

Every effort will be made to resolve complaints informally between the teacher, principal, and the complainant. The principal or administrator taking the complaint will always refer the complainant to the teacher for informal discussion/resolution as a first step.

FORMAL

In the event the formal complaint concerning a teacher is received, the procedure

below will be followed.

1. In the event the complainant is not satisfied with or refuses to engage in the informal discussion with the teacher, the complaint will be reduced to writing by the complainant on the form provided in Appendix H, which shall be signed by the complainant, and will be provided to the teacher by the building principal or appropriate administrator who took the complaint.

2. The teacher and principal or appropriate administrator shall then investigate the complaint.

3. The outcome of the investigation will be presented to the teacher.

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

5. Conferences regarding any complaint shall be kept confidential between the employer and the employee.

6. Discipline arising from the foregoing procedure will be subject to the grievance procedure.

7. Written complaints will not be placed in an employee's personnel file.

8.14 PROGRESSIVE DISCIPLINE:

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

8.141 VERBAL WARNING:

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

8.142 WRITTEN WARNING:

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

8.143 SUSPENSION:

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

8.144 IMMEDIATE SUSPENSION:

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

8.145 WRITTEN REASONS FOR SUSPENSION:

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

8.1451 RIGHT TO HEARING:

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

8.1452 REPRESENTATION:

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

8.15 LABOR MANAGEMENT COMMITTEE:

The Superintendent and the Association President agree to meet monthly to discuss matters of mutual concern at a time and place as mutually agreed. LMC is intended to allow the parties to discuss issues affecting the school district and/or building level problems that were not resolved at the building level, including but not limited to, student discipline, planning time, internal substitution, and school climate. Upon mutual agreement, additional persons who may have relevant information regarding the discussion may be invited to the meeting.

8.16 COMMITTEES

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

8.17 HEALTH AND SAFETY:

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

8.171 NOTIFICATION OF COMPLAINT:

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

8.172 COMPLAINT TO OHIO DEPARTMENT OF INDUSTRIAL RELATIONS:

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

8.173 IMMINENT DANGER OR HARM:

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

8.174 GRIEVANCE REMEDY:

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

8.18 PERSONNEL FILE:

8.181 MAINTENANCE OF ONE FILE:

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

8.182 FILE CONTENTS:

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

8.183 EMPLOYEE'S RIGHT TO RESPOND:

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

8.19 ROTC EMPLOYMENT FOR NEW HIRES

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

1. Credit for all teaching experience and five (5) years of military credit for placement on the salary schedule.

2. The ROTC instructor shall be placed on the appropriate column on the salary schedule. However, in no event shall their initial placement be lower than placement on the BA column or if the ROTC instructor is an officer, then in no event shall their initial placement be lower than on the MA column.

3. ROTC Instructors shall receive 11-month contracts which shall consist of 222 working days.

8.20 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE:

8.201 PURPOSE:

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

8.202 LPDC MEMBERSHIP:

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

8.203 LPDC ADMINISTRATOR MEMBERS:

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

8.204 LPDC TEACHER MEMBERS:

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

8.205 TERMS OF LPDC BARGAINING UNIT MEMBERS:

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

8.206 VACANCIES:

Vacancies shall be filled in the manner of original appointment.

8.207 RELEASE TIME:

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

8.208 PAYMENT:

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

8.209 COST:

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

8.210 APPEALS PROCESS:

An educator may request a written explanation of the decision of the LPDC. Upon receipt of an appeal the LPDC shall meet within ten (10) days with the educator to discuss his/her case. The appeal shall be filed with the Chairperson of the LPDC. If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, a third party should review the decision. The third party shall consist of one licensed educator selected by the LPDC, one licensed educator selected by the educator and one licensed educator agreed upon by the above two. These three will function as a panel to review the LPDC decision and either uphold it or overturn it. The decision of the LPDC shall not be grievable pursuant to Article III of this Agreement. However, an educator shall retain the right to file appropriate legal action.

8.211 SUNSHINE LAWS:

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

8.21 PARENT-TEACHER CONFERENCES:

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

ARTICLE IX – EVALUATION AND FAIR DISMISSAL

9.01 EVALUATION:

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

9.011 OTES:

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

9.012 NON-RENEWAL OF LIMITED CONTRACTS:

For bargaining unit members who have actually worked five (5) or more years in the district, the non-renewal of his/her limited contract shall be based upon job-related performance as reflected in performance evaluations and educational objectives of the district.

9.013 CHALLENGES TO EVALUATION:

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

9.02 FAIR DISMISSAL:

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

9.021 WRITTEN STATEMENT:

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

9.0211 TIMELINE FOR DEMAND:

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

9.0212 TIMELINE FOR WRITTEN REPLY:

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

9.022 HEARING:

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

9.0221 NOTICE OF HEARING:

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

9.0222 HEARING TIMELINE:

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

9.0223 BOARD DECISION TIMELINE:

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

9.023 APPEAL TO COURT OF COMMON PLEAS:

The teacher may appeal the decision of the Board concerning non-renewal to the Court of Common Pleas, within thirty (30) days of the receipt of the written non-renewal affirmation.

9.024 CONTRACT SUPERSEDES OHIO REVISED CODE:

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

9.03 OTES EVALUATION COMMITTEE:

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

ARTICLE X – REDUCTION IN FORCE AND SENIORITY

10.01 REDUCTION IN FORCE:

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

10.011 ATTRITION:

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

10.012 SUSPENSION OF CONTRACTS:

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

preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

10.0121 RIGHT TO DISPLACE:

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

10.013 RECALL RIGHTS:

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

10.0131 NO NEW HIRES:

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

10.0132 ORDER OF RECALL:

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

10.0133 RECALL PROCEDURE:

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

10.0134 REINSTATEMENT RIGHTS:

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

10.0135 SUBSTITUTE EMPLOYMENT WHILE ON LAYOFF:

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

10.014 SENIORITY LIST

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

10.02 SENIORITY DEFINED:

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

10.021 TIE IN SENIORITY:

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

(1) The date of the Board meeting at which the member was hired,

(2) The date the member signed his/her initial limited contract in the district,

(3) Overall years of teaching service; including years outside of the district, excluding substitute teaching,

(4) Date of the application with the district, and

(5) The staff member affected will be determined by the Superintendent.

ARTICLE XI – VACANCIES, TRANSFERS AND ASSIGNMENT

11.01 VACANCIES AND TRANSFERS:

Definitions:

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

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

11.01.1 POSTING OF VACANCIES:

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

11.01.2 SELECTION REQUIREMENTS:

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

11.01.3 RIGHT TO WRITTEN REASONS:

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

11.01.4 NOTIFICATION TO APPLICANT:

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

11.01.5 POSTING PERIOD:

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

11.01.6 INVOLUNTARY TRANSFER PROCEDURE:

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

11.01.7 LIMITATIONS ON INVOLUNTARY TRANSFERS DURING RIF:

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

11.01.8 LIMITATIONS ON TRANSFER:

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

11.01.9 RIGHT TO CONFERENCE:

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

11.01.10 RIGHT TO GRIEVE:

Such transfer of a bargaining unit member shall be subject to the grievance procedure, but only for violations of the procedure set forth in this Article. The decision to transfer is not subject to the grievance procedure.

11.01.11 VOLUNTARY TRANSFER PROCEDURE:

11.01.2 VOLUNTEER TRANSFER DEFINED:

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

11.01.13 POSTING PERIOD:

Employees shall have ten (10) school days after the posting date of a vacancy to file a voluntary transfer request with the employer.

11.01.14 BARGAINING UNIT CONSIDERATION:

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

`11.01.15 SELECTION REQUIREMENTS:

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

`11.01.16 RIGHT TO WRITTEN REASONS:

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

11.02 ASSIGNMENT OF TEACHERS:

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

11.021 NOTIFICATION OF CHANGE IN ASSIGNMENT:

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

11.022 LATE RESIGNATIONS:

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

11.03 SUPPLEMENTAL VACANCIES:

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

particular supplemental shall submit the board approved form to the building principal. Teachers holding supplemental positions who wish to continue in the supplemental position shall submit a new application for each year.

11.031 FILLING OF SUPPLEMENTAL VACANCIES:

All bargaining unit supplemental positions must be offered to bargaining unit members provided they meet the qualifications for the position. If two bargaining unit members apply for the same supplemental position, the incumbent shall be given preference for the position. If two bargaining unit members apply for the same supplemental position, and neither of them is the incumbent, the most qualified person shall be awarded the position. If the Superintendent determines that no bargaining unit member is qualified for the supplemental position, the position may be offered to a non-bargaining unit member. The incumbent teacher will be awarded the supplemental position for the succeeding school year unless the teacher is no longer qualified for the position or there are documented performance issues.

11.04 EMPLOYMENT OF RETIRED TEACHERS:

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

11.041 SALARY:

Retired teachers reemployed by the Board shall be placed on the teacher's salary schedule and advance in typical fashion from step to step. The initial placement on the teacher's salary schedule (column as well as step) of a retired teacher who the Board chooses to reemploy shall be on the current teacher salary schedule with a maximum of five (5) years of experience.

11.042 CONTRACT OF EMPLOYMENT:

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

11.043 SUPPLEMENTAL CONTRACTS:

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

11.044 LEAVES OF ABSENCE:

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

11.045 REDUCTION IN FORCE / SENIORITY:

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

11.046 EVALUATION PROCEDURES:

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

11.047 SEVERANCE PAY:

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

11.048 INSURANCE:

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

11.049 ACADEMIC STIPEND:

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

11.0410 WAIVER / SUPERSEDE CONTRARY PROVISIONS:

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

11.05 IEP PREPARATION:

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

ARTICLE XII – EFFECTS OF THE AGREEMENT

12.01 CONTRARY TO LAW:

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

12.02 DURATION OF AGREEMENT:

This agreement between the Board and the Association shall take effect as of July 1, 2023, and shall remain in effect through June 30, 2026. Either the Board or Association may initiate a successor agreement by giving written notice to either party before March 1, 2023, with all items being negotiable.

12.03 COMPLETE AGREEMENT:

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

FOR THE BOARD	FOR THE ASSOCIATION
K Stauffer 5/11/23	8/21/23
President / Date	President / Date
8/21/23	
Superintendent	Bargaining Team Member
Treasurer	Bargaining Team Member
Bargaining Team Member	Bargaining Team Member

APPENDIX A – GRIEVANCE REPORT FORM

Name of Grievant: _____

Building: _____ Assignment: _____

Date Field: _____ Grievance #: _____

Statement of Grievance and Specific Article(s) Violated:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Relief Sought: _____

_____

_____

_____

Signature _____ Date _____

APPENDIX B - EMPLOYEE SALARY SCHEDULE/2023-24

2.5% Increase

APPENDIX B - EMPLOYEE SALARY SCHEDULE/2024-25

2.0% Increase

APPENDIX B - EMPLOYEE SALARY SCHEDULE/2025-26

3.0% Increase

APPENDIX B

TEACHER SALARY SCHEDULE/2023-2024
2.5% Increase
RIPLEY-UNION-LEWIS-HUNTINGTON SCHOOL DISTRICT

Base $ 34,367

STEP	BA	BA+150	MA	MA+15
0	$34,367 1.000	$35,742 1.040	$37,804 1.100	$ 39,522 1.150
1	$36,085 1.050	$37,632 1.095	$40,038 1.165	$41,928 1.220
2	$37,460 1.090	$ 39,178 1.140	$41,756 1.215	$43,818 1.275
3	$38,835 1.130	$40,725 1.185	$43,474 1.265	$45,708 1.330
4	$40,209 1.170	$42,271 1.230	$45,193 1.315	$47,598 1.385
5	$41,240 1.200	$43,474 1.265	$46,567 1.355	$49,145 1.430
6	$42,271 1.230	$44,677 1.300	$47,942 1.395	$50,691 1.475
7	$43,646 1.270	$46,224 1.345	$49,660 1.445	$52,582 1.530
8	$45,021 1.310	$47,770 1.390	$51,379 1.495	$54,472 1.585
9	$46,395 1.350	$49,317 1.435	$53,097 1.545	$56,362 1.640
10	$48,114 1.400	$51,207 1.490	$ 55,159 1.605	$58,596 1.705
11	$49,145 1.430	$52,410 1.525	$56,534 1.645	$60,142 1.750
12	$50,176 1.460	$53,613 1.560	$57,908 1.685	$61,689 1.795
13	$50,176 1.460	$53,613 1.560	$57,908 1.685	$61,689 1.795
14	$50,176 1.460	$53,613 1.560	$57,908 1.685	$61,689 1.795
15	$51,379 1.495	$54,987 1.600	$59,455 1.730	$63,579 1.850
17	$52,582 1.530	$56,362 1.640	$61,001 1.775	$65,469 1.905
19	$53,784 1.565	$57,737 1.680	$62,548 1.820	$67,359 1.960
20	$53,784 1.565	$57,737 1.680	$62,548 1.820	$67,359 1.960
21	$54,128 1.575	$58,080 1.690	$62,548 1.820	$67,359 1.960
22	$55,331 1.610	$59,455 1.730	$64,438 1.875	$69,421 2.020
24	$56,362 1.640	$60,658 1.765	$65,813 1.915	$70,968 2.065
25	$56,862 500.00	$61,158 500.00	$66,313 500.00	$71,468 500.00

26	$57,393 1.670	$61,689 1.795	$66,569 1.937	$71,999 2.095
27	$58,143 750.00	$62,439 750.00	$67,319 750.00	$72,749 750.00
29	$59,143 1000.00	$ 63,439 1000.00	$68,319 1000.00	$73,749 1000.00
30	$60,643 1500.00	$64,939 1500.00	$69,819 1500.00	$75,249 1500.00

TEACHER SALARY SCHEDULE/2024-2025
2% Increase
RIPLEY-UNION-LEWIS-HUNTINGTON SCHOOL DISTRICT

Base $ 35,054

STEP	BA	BA+150	MA	MA+15
0	$35,054 1.000	$36,456 1.040	$38,559 1.100	$40,312 1.150
1	$36,807 1.050	$38,384 1.095	$40,838 1.165	$42,766 1.220
2	$38,209 1.090	$39,962 1.140	$42,591 1.215	$44,694 1.275
3	$39,611 1.130	$41,539 1.185	$44,343 1.265	$46,622 1.330
4	$41,013 1.170	$43,116 1.230	$46,096 1.315	$48,550 1.385
5	$42,065 1.200	$44,343 1.265	$47,498 1.355	$50,127 1.430
6	$43,116 1.230	$45,570 1.300	$48,900 1.395	$51,705 1.475
7	$44,519 1.270	$47,148 1.345	$50,653 1.445	$53,633 1.530
8	$45,921 1.310	$48,725 1.390	$52,406 1.495	$55,561 1.585
9	$47,323 1.350	$50,302 1.435	$54,158 1.545	$57,489 1.640
10	$49,076 1.400	$52,230 1.490	$56,262 1.605	$59,767 1.705
11	$50,127 1.430	$53,457 1.525	$57,664 1.645	$61,345 1.750
12	$51,179 1.460	$54,684 1.560	$59,066 1.685	$62,922 1.795
13	$51,179 1.460	$54,684 1.560	$59,066 1.685	$62,922 1.795
14	$51,179 1.460	$54,684 1.560	$59,066 1.685	$62,922 1.795
15	$52,406 1.495	$56,086 1.600	$60,643 1.730	$64,850 1.850
17	$53,633 1.530	$57,489 1.640	$62,221 1.775	$66,778 1.905
19	$54,860 1.565	$58,891 1.680	$63,798 1.820	$68,706 1.960
20	$54,860 1.565	$58,891 1.680	$63,798 1.820	$68,706 1.960

21	$55,210 1.575	$59,241 1.690	$63,798 1.820	$68,706 1.960
22	$56,437 1.610	$60,643 1.730	$65,726 1.875	$70,809 2.020
24	$57,489 1.640	$61,870 1.765	$67,128 1.915	$72,387 2.065
25	$57,989 500.00	$62,370 500.00	$67,628 500.00	$72,887 500.00
26	$58,540 1.670	$62,922 1.795	$67,900 1.937	$73,438 2.095
27	$59,290 750.00	$63,672 750.00	$68,650 750.00	$74,188 750.00
29	$60,290 1000.00	$64,672 1000.00	$69,650 1000.00	$75,188 1000.00
30	$61,790 1500.00	$66,172 1500.00	$71,150 1500.00	$76,688 1500.00

TEACHER SALARY SCHEDULE/2025-2026
3% Increase
RIPLEY-UNION-LEWIS-HUNTINGTON SCHOOL DISTRICT

Base $ 36,106

STEP	BA	BA+150	MA	MA+15
0	$36,106 1.000	$37,550 1.040	$39,717 1.100	$41,522 1.150
1	$37,911 1.050	$39,536 1.095	$42,063 1.165	$44,049 1.220
2	$39,356 1.090	$41,161 1.140	$43,869 1.215	$46,035 1.275
3	$40,800 1.130	$42,786 1.185	$45,674 1.265	$48,021 1.330
4	$42,244 1.170	$44,410 1.230	$47,479 1.315	$50,007 1.385
5	$43,327 1.200	$45,674 1.265	$48,924 1.355	$51,632 1.430
6	$44,410 1.230	$46,938 1.300	$50,368 1.395	$53,256 1.475
7	$45,855 1.270	$48,563 1.345	$52,173 1.445	$55,242 1.530
8	$47,299 1.310	$50,187 1.390	$53,978 1.495	$57,228 1.585
9	$48,743 1.350	$51,812 1.435	$55,784 1.545	$59,214 1.640
10	$50,548 1.400	$53,798 1.490	$57,950 1.605	$61,561 1.705
11	$51,632 1.430	$55,062 1.525	$59,394 1.645	$63,186 1.750
12	$52,715 1.460	$56,325 1.560	$60,839 1.685	$64,810 1.795
13	$52,715 1.460	$56,325 1.560	$60,839 1.685	$64,810 1.795
14	$52,715 1.460	$56,325 1.560	$60,839 1.685	$64,810 1.795

15	$53,978 1.495	$57,770 1.600	$62,463 1.730	$66,796 1.850
17	$55,242 1.530	$59,214 1.640	$64,088 1.775	$68,782 1.905
19	$56,506 1.565	$60,658 1.680	$65,713 1.820	$70,768 1.960
20	$56,506 1.565	$60,658 1.680	$65,713 1.820	$70,768 1.960
21	$56,867 1.575	$61,019 1.690	$65,713 1.820	$70,768 1.960
22	$58,131 1.610	$62,463 1.730	$67,699 1.875	$72,934 2.020
24	$59,214 1.640	$63,727 1.765	$69,143 1.915	$74,559 2.065
25	$59,714 500.00	$64,227 500.00	$69,643 500.00	$75,059 500.00
26	$60,297 1.670	$64,810 1.795	$69,937 1.937	$75,642 2.095
27	$61,047 750.00	$65,560 750.00	$70,687 750.00	$76,392 750.00
29	$62,047 1000.00	$66,560 1000.00	$71,687 1000.00	$77,392 1000.00
30	$63,547 1500.00	$68,060 1500.00	$73,187 1500.00	$78,892 1500.00

RIPLEY-UNION-LEWIS-HUNTINGTON SCHOOL DISTRICT

Appendix B1 - SUPPLEMENTAL SALARY SCHEDULE

Base Salary Index			Category Positions
2023-2024	**2024-2025**	**2025-2026**	
Category I	0.17		
$5,842	$5,959	$6,138	HS Athletic Director
Category II	0.15		
$5,155	$5,258	$5,416	Basketball - Boys' Varsity Basketball - Girls' Varsity
Category III	.125		
$4,296	$4,382	$4,513	Baseball – Boys' Varsity Softball – Girls' Varsity Soccer – Boys' Varsity Soccer – Girls' Varsity Volleyball - Varsity
Category IV	0.10		
$3,437	$3,505	$3,611	Prom Sponsors* [up to 5] Basketball - Boy's Junior Varsity Basketball - Girl's Junior Varsity

			MS Athletic Director
Category V 0.085			
$2,921	$2,980	$3,069	Basketball – Freshman Basketball - 7th Grade Boys Basketball - 7th Grade Girls Basketball - 8th Grade Boys Basketball - 8th Grade Girls
Category VI 0.065			
$2,234	$2,279	$2,347	Baseball-Junior Varsity (min. 10 eligible players) Softball-Junior Varsity (min. 10 eligible players) Cheerleading – Varsity Golf Bowling Cheerleading - Junior Varsity Tennis Volleyball - Junior Varsity HS Assistant Athletic Director Cross Country – Varsity (Boys) Cross Country – Varsity (Girls) Track – Varsity (Boys) Track – Varsity (Girls)
Category VII 0.05			
$1,718	$1,753	$1,805	Cheerleading - 7th Grade Cheerleading - 8th Grade Musical Director – Per Building High School Yearbook [if published] Assistant Varsity Boys' Soccer Assistant Varsity Girls' Soccer Volleyball - 8th Grade Academic Team - High School Volleyball – 7th Gade Cross Country - Middle School (Boys) Cross Country - Middle School (Girls) Track – Middle School (Boys) Track – Middle School (Girls) Assistant Baseball Assistant Softball
Category VIII 0.03			
$1,031	$1,052	$1,083	Academic Team - Middle School High School Mock Trial* FCCLA*
Category IX 0.025			

$859	$876	$903	Elementary Yearbook [if published] Middle School Yearbook [if published] Student Council - High School Accelerated Reader Coordinator – Elementary
Category X 0.02			
$687	$701	$722	7th Grade Power of the Pen* 8th Grade Power of the Pen* Science/Academic Fair* [per building] National Honor Society Newspaper - Middle School Newspaper - Senior High Pep Club Science Club* [per building] Spanish
Category XI 0.015			
$516	$526	$542	Student Council - Middle School 5-8 Youth Choir (2 approved performances) High School Academic Ceremony Middle School Academic Ceremony Spelling Bee - Middle School Art Fair – Per Building

Position/Non-Academic	
Gate Worker [per event]	$45
Cross Country	$35
HS Volleyball (2 games)	$25
HS Volleyball (1 game)	$25
JH Volleyball (1 game)	$35
JH Volleyball (2 games)	$35
Soccer (2 games)	$25
Soccer (1 game)	$25
JH Basketball (1 game)	$35
JH Basketball (2 games)	$25
HS Basketball (Freshmen)	$35
HS Basketball (JV & Varsity)	$45
HS Basketball (Freshmen/JV/Varsity)	$20
Baseball	$20
Softball	$35
Track	
Culinary Supervisor	$4,000
LPDC [per building]	$300

Position/Academic/Fine Arts	
Mentors	As per Section 8.12
Tutors [per hour] ***	$25.00/$30.00
Saturday School [per day]	$79.00
National Board Honorarium	$2,500

Detention Supervisor [per hour]	$16.00
Bus Duty [per hour]	$16.00
Online Learning Coordinator - High School	$4,000
Online Learning Coordinator - Middle School	$4,000
Online Learning Coordinator - Elementary	$2,500

Position/Extended Service	
HS Band****	20 Days
HS Chorus****	10 Days
Middle School Band and Chorus	15 Days (combined)
Elementary Library****	10 Days
Middle School Library****	10 Days
High School Library** (****)	10 Days
Vocational Agriculture****[1]	50 Days
Vocational Education [3]	10 Days
Building Technology Assistants	10/5 Days
Technology Assistant Elementary School	$1,500
Technology Assistant Middle School	$1,500
Technology Assistant High School	$1,500
HS Counselor****	40 Days
MS Counselor****	10 Days
Nurse****	10 Days

Members who have a supplemental contract that pays more than $1500 may choose to have the payment of the supplemental split between two separate pay checks. The supplemental pay will be added to the members regular paycheck. No supplemental contract can be split into more than two pay checks. It is the responsibility of the supplemental contract holder to timely notify the Treasurer's office of their request to split the pay.

* - Indicates salary to be divided by sponsors.
** - Indicates that the extended days would be implemented with future hires to this position. Current HS Librarian will continue to receive 20 days extended service as per her individual contract.
*** - In the event any grant money stipulates or earmarks an amount greater than $25/hr for tutor pay that the greater amount shall be paid. Tutoring service for St. Michael's consolidated school shall be set at $30.00 per hour.
**** - This position includes extended service days as indicated in their personal contract at their per diem rate.
[1] Daniel Foster is the current position holder and shall continue to receive 50 days during the time he remains in the position. Any subsequent hire into the position shall receive 40 days. An additional 10 days shall be granted so long as the Board receives the Agriculture Education Fifth Quarter Grant through the Ohio Department of Education.

APPENDIX D – COURSE APPROVAL APPLICATION FOR GRADUATE TUITION REIMBURSEMENT

Name: _____

Assigned to: _____
Building Position Area of Certification

Date: _____

Number and Name of Course	Course Work Approval College or University	Number of Hours Semester	Quarter
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any changes in course title, as long as they meet the criteria (see back) need not be approved by the Superintendent. No hours above the maximum hours will be approved.

I have read the above and fully understand the rules.

_____ _____
Teacher Date

□ First Request □ Second Request □ Third Request

The above courses/hours are: □ Approved for Reimbursement
□ Not Approved,

Reason for denial:

_____

_____

Superintendent: _____ Date: _____

(For Office Use Only)
Transcripts on file _____ Submit for Payment _____
Date Date

Approved for Payment _____ _____
Superintendent Date

APPENDIX E – ABSENCE REQUEST

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

due to _____

I hereby request the following leave:

_____	Personal	( ) Days
_____	Vacation	( ) Days
_____	Professional	( ) Days
_____	Jury Duty	( ) Days
_____	Deduct from Salary	( ) Days
_____	Sick	( ) Days

(If requesting professional, please indicated purpose/activity) _____

_____

_____

If using sick leave, by signing this form the staff member is certifying that the leave is being used for himself/herself or a member of the immediate family as defined in RULHEA Master Agreement, Section 7.011 and 7.012 and OAPSE Master Agreement Section _____.

_____ _____
Staff Signature Date Principal/Supervisor Signature Date

_____
Substitute Signature Date

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

==========

To Be Completed By Superintendent's Office

_____ Approved _____ Disapproved Comments: _____

_____
Superintendent's Signature Date

ALL SIGNATURES ARE REQUIRED BEFORE SUBMITTING TO PAYROLL

APPENDIX F ATTENDANCE INCENTIVE FORM

Attendance Incentive
First Semester

Bargaining unit members who are eligible for attendance incentive during the period of July 1 through December 31 shall submit a request for payment by January 15.

Any request dated after January 15 may not be approved for payment.

Bargaining unit members eligible for attendance incentive are not eligible for end-of-year payout on personal days.

_____ $600: I certify that I have not taken any personal or sick leave days during the period of July 1 through December 31.

_____ $400: I hereby certify that I have taken only one personal or sick leave day during the period of July 1 through December 31.

_____ $200: I hereby certify that I have taken only two days, either personal or sick, during the period of July 1 through December 31.

Date of Request: _____

Staff Signature: _____

Treasurer Signature: _____

Superintendent Signature: _____

APPENDIX F1 ATTENDANCE INCENTIVE FORM

Attendance Incentive

Second Semester

Bargaining unit members who are eligible for attendance incentive during the period of January 1 through June 30 shall submit a request for payment by June 30th.

Any request dated after June 30 will not be approved for payment.

Bargaining unit members eligible for attendance incentive are not eligible for end-of-year payout on personal days.

_____ $600: I certify that I have not taken any personal or sick leave days during the period of January 1 through June 30.

_____ $400: I hereby certify that I have taken only one personal or sick leave day during the period of January 1 through June 30.

_____ $200: I hereby certify that I have taken only two days, either personal or sick, during the period of January 1 through June 30.

_____ Please **Rollover One** Personal Day for the next school year.

Date of Request: _____

Staff Signature: _____

Treasurer Signature: _____

Superintendent Signature: _____

APPENDIX G – SICK LEAVE POOL APPLICATION FORM

NAME: _____ SCHOOL: _____

INFORMATION CONTAINED IN THIS APPLICATION IS CONFIDENTIAL

SECTION I. Application for Sick Leave Days:

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

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

Number of days requested: _____

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

_____

_____

Sick leave being requested due to the illness of:

_____

Employee's explanation of health condition:

_____

_____

_____

_____

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

_____

_____

ATTACH: PHYSICIAN CERTIFICATION FOR FAMILY OR MEDICAL LEAVE.

EMPLOYEES SIGNATURE: _____ DATE: _____

****

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

Sick Leave Request: Approved Denied

Number of Days Approved: _____

Explanation of Denial: _____

_____

_____

SIGNATURE/REVIEW PANEL REPRESENTATIVE: _____ DATE: _____

APPENDIX H – COMPLAINT FORM

Individual _____ Date _____

Student _____ Grade _____

Teacher _____

Nature of Complaint: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Complainant's Signature: _____

Appendix I

RIPLEY UNION LEWIS HUNTINGTON SCHOOL DISTRICT
EVALUATION FORM: SUPPLEMENTAL/COACH CONTRACTS

Name: _____ Date: _____

Building: _____ Supplemental Position: _____

Rating Scale: 1= Unsatisfactory 2= Needs Improvement 3= Satisfactory N/A= Not applicable

Part I.

	EVALUATION OF PERSONAL QUALITIES	**CIRCLE ONE**			
1.	Is Enthusiastic		1	2	3 N/A
2.	Presents a positive role model for the students	1	2	3	N/A
3.	Has appropriate appearance	1	2	3	N/A
4.	Uses appropriate language	1	2	3	N/A
5.	Interacts appropriately with parents	1	2	3	N/A
6.	Supports other programs in the district	1	2	3	N/A
7.	Maintains emotional control	1	2	3	N/A
8.	Develops and maintains a positive attitude among the students	1	2	3	N/A
9.	Cooperates with the administration	1	2	3	N/A
10.	Follows the appropriate chain of command	1	2	3	N/A
11.	Provides leadership and attitudes that produce positive efforts by the students	1	2	3	N/A
12.	Is fair, understanding, tolerant, sympathetic, and patient with the students	1	2	3	N/A
13.	Is well-versed and knowledgeable in matters pertaining to the job	1	2	3	N/A
14.	Takes reasonable precautions to avoid excessive embarrassing of a student in front of a crowd	1	2	3	N/A
15.	Acceptance of suggestions/criticisms	1	2	3	N/A

Part II.

COMMENDATIONS: Areas of Strength

SUGGESTIONS: Needs for Improvement

Page 2: Evaluation Form – Supplemental Contracts

ASSISTANCE: Resources for Desired Improvement

ADDITIONAL COMMENTS by Evaluator

ADDITIONAL COMMENTS of Supplemental Employee

Job Targeted Performance Areas:

Note:My signature means that I have seen this report, but not necessarily that I agree with it.

Supplemental Employee: _____
(Signature)

_____
(Print name)

Date:_____

CIRCLE ONE:

A. ***Successful***: To be recommended for contract renewal

B. ***Needs Improvement***: To be recommended for contract renewal provided an understanding can be reached in areas where improvement is suggested

C. ***Unsatisfactory***: Not recommended for contract renewal

Building Principal: _____
(Signature)

_____
(Print name)

Date: _____